

**CONTRACT #12**  
**RFS # 317.01-9067**  
**FA # NA**  
**Edison # 32823**

**Department of General Services**  
**Printing and Media Services**

**VENDOR:**  
**Granville Associates**



STATE OF TENNESSEE  
DEPARTMENT OF GENERAL SERVICES

STEVEN G. CATES  
COMMISSIONER

BILL HASLAM  
GOVERNOR

To: Ms. Leni Chick, Contract and Audit Coordinator, Fiscal Review Committee  
From: Thomas Grones, Department of General Services Printing and Media Division  
SUBJECT: Request for Approval, Granville Associates Contract # 32823

Please consider the enclosed request for a non-competitive amendment with Franklin Services.

The Department of F & A competitively procured Infoprint printer supplies through RFP 31701-9067 and awarded the contract to Granville Associates doing business as Vision Business Products on October 1, 2012 for the Data center. Department of General Services Printing and Media Services took over this operation as of July 1, 2013.

The Department of General Services Printing and Media Division respectfully requests approval of the attached Amendment one. This is to extend the current contract for 1 year with no other changes.

Please contact me at (615) 532-9661 with any questions or concerns. We appreciate your consideration of this matter.

Attachments:

- Exhibit A: Non-Competitive Amendment Request
- Exhibit B: Supplemental Documentation Required for Fiscal Review Committee
- Exhibit C: Additional Documentation for Support, Edison Report CN\_021
- Exhibit D: Original Contract

PRINTING & MEDIA SERVICES

502 DEADRICK STREET, B-1 • NASHVILLE, TENNESSEE 37243  
(615) 741-1726 • [WWW.TN.GOV/GENERALSERV/](http://WWW.TN.GOV/GENERALSERV/)

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Tom Grones	*Contact Phone:	615-532-9661		
*Original Contract Number:	32823	*Original RFS Number:	31701-9067		
Edison Contract Number: <i>(if applicable)</i>	32823	Edison RFS Number: <i>(if applicable)</i>	31701-9067		
*Original Contract Begin Date:	10-1-2012	*Current End Date:	9-30-2013		
Current Request Amendment Number: <i>(if applicable)</i>	32101-14001				
Proposed Amendment Effective Date: <i>(if applicable)</i>	10-1-2013				
*Department Submitting:	General Services				
*Division:	Printing and Media Services				
*Date Submitted:					
*Submitted Within Sixty (60) days:	No				
<i>If not, explain:</i>	PMSD as of 7-1-13 took over this operation and started the renewal process				
*Contract Vendor Name:	Granville Associates				
*Current Maximum Liability:	250,219.50				
<b>*Current Contract Allocation by Fiscal Year:</b> <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY: 2013	FY:2014	FY: 2015	FY:	FY	FY
\$82,500	\$ 82,500	\$ 82,500	\$	\$	\$
<b>*Current Total Expenditures by Fiscal Year of Contract:</b> <i>(attach backup documentation from STARS or FDAS report)</i>					
FY: 2013	FY: 2014	FY:2015	FY:	FY	FY
\$ 40,020.00	\$ 10,005.00	\$ 0	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:					
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:					
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:					

Supplemental Documentation Required for  
Fiscal Review Committee

*Contract Funding Source/Amount:	State:	Departmental Funding	Federal:	
Interdepartmental:		\$250,219.50	<i>Other:</i>	
If " <i>other</i> " please define:				
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
Method of Original Award: <i>(if applicable)</i>				
*What were the projected costs of the service for the entire term of the contract prior to contract award?				

## Supplemental Documentation Required for Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

**Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.**

Deliverable description:	FY:	FY:	FY:	FY:	FY:

**Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.**

Deliverable description:	FY:	FY:	FY:	FY:	FY:

**Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.**

Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:





## Non-Competitive Amendment Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: [Agsprrs.Agsprsr@state.tn.us](mailto:Agsprrs.Agsprsr@state.tn.us)

APPROVED

~~ST~~

Michael J. Perry (PDF)

Chief Procurement Officer

Request Tracking #	32101-14001	
1. Procuring Agency	Department of General Services, Printing and Media Division	
2. Contractor	Granville Associates	
3. Contract #	32823	
4. Proposed Amendment #	1	
5. Edison ID #	0000111906	
6. Contract Begin Date	October 01, 2012	
7. Current Contract End Date - with ALL options to extend exercised	September 30, 2013	
8. Proposed Contract End Date - with ALL options to extend exercised	September 30, 2014	
9. Current Maximum Contract Cost - with ALL options to extend exercised	\$250,219.50	
10. Proposed Maximum Contract Cost - with ALL options to extend exercised	\$ 250,194.50	
11. Office for Information Resources Endorsement - information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. eHealth Initiative Support - health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Human Resources Support - state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
14. Explanation Need for the Proposed Amendment	This request is to exercise the 1 <sup>st</sup> renewal option for the year October 1, 2013 to September 30, 2014	
15. Name & Address of the Contractor's Principal Owner(s) - NOT required for a TN state education institution	Terry Brennan 600 Logan St. Carnegie, PA	

Request Tracking #	32101-14001
<p>16. Evidence Contractor's Experience &amp; Length Of Experience Providing the Service  The Vendor has provided these services under Edison 32823 since 10/1/2012 as required By the terms and conditions of the contract and to the satisfaction of the State</p>	
<p>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives  This was competitively bid under event #5195 for an anticipated term of 3 years inclusive Of renewals. This request is to exercise the 1<sup>st</sup> renewal option of this contract.</p>	
<p>18. Justification -- <i>specifically explain why non-competitive negotiation is in the best interest of the state</i>  This was competitively bid under event #5195 for an anticipated term of 3 years inclusive Of renewals. This request is to exercise the 1<sup>st</sup> renewal option of this contract.</p>	
<p>Agency Head Signature and Date – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i></p> <p style="text-align: center;"><i>Jammy A. Bolden</i></p>	



STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES  
CENTRAL PROCUREMENT OFFICE

**Agency Term Contract Multi-Year - Issued to:**

Granville Associates Inc  
600 Logan St  
Carnegie PA 15103

Vendor ID: 0000111906

CONTRACT NUMBER: 0000000000000000000032823

TITLE: IBM Toner, Developer for Data Center

START DATE: October 01, 2012

END DATE: September 30, 2013

**Contract Contact Information:**

State of Tennessee  
Department of General Services, Central Procurement Office  
Contract Administrator: Andrew Kidd  
3rd Floor, William R Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102  
Phone: 615/741-6831  
Fax: 615-741-0684

Line Information

**Line 1**

Item ID: 1000111990  
*IBM Toner, For Print Operations at the Data Center*  
*Part number 1402822, 8-3# Bottles per Carton*  
Unit of Measure: CT  
Vendor Item/Part #: 1402822  
Manufacturer Item #: 1402822  
Unit Price: \$ 333.50

**Line 2**

Item ID: 1000111989

*IBM Developer, For Print Operations at the Data Center*

*Part Number 1402823, 2-7.7# Bottles per Carton*

Unit of Measure: CT

Vendor Item/Part #: 1042823

Manufacturer Item #: 1402823

Unit Price: \$ 558.45

APPROVED: Jessie Robertson BY: Clyde Hicks 07/02/2012  
CHIEF PROCUREMENT OFFICER PURCHASING AGENT DATE

Sourcing Event 31701-0000005195

SPECIFICATIONS FOR THE IBM TONER AND DEVELOPER.  
ONLY OEM (IBM) TONER AND DEVELOPER, MANUFACTURED  
SPECIFICALLY FOR THE IBM 4000 INFOPRINT ID1 AND ID2 PRINT ENGINES  
WILL BE ACCEPTABLE.

1. TONER SPECIFICATIONS:  
THE TONER, PART NUMBER 1402822,  
SHOULD BE PACKAGED 8 BOTTLES PER CARTON.  
EACH BOTTLE WILL CONTAIN 3 POUNDS OF TONER.  
EACH BOTTLE WILL BE DESIGNED TO LOCK INTO THE PRINT ENGINE  
SERVICE PORT FOR TONER REPLENISHMENT.
  
2. DEVELOPER SPECIFICATIONS:  
THE DEVELOPER, PART NUMBER 1402823,  
SHOULD BE PACKAGED 2 BOTTLES PER CARTON.  
EACH BOTTLE SHOULD CONTAIN 7.7 POUNDS OF DEVELOPER.



## Terms and Conditions

Event Number: **31701-0000005195**

### Standard Terms and Conditions

Instructions to Bidders:

1. Read the entire bid, including all terms and conditions and specifications.
2. If submitting the bid by mail: All bid prices must be typed or written in ink on the Line Details portion of the Invitation to Bid (ITB); any corrections, erasures or other forms of alteration to unit prices must be initialed by the bidder.
3. If submitting the bid by mail, the bid must be manually signed in ink; failure to do so will cause rejection of your bid. If submitting the bid on-line, your electronic signature constitutes having signed the bid.
4. Bid prices shall include delivery of all items F.O.B. destination or as otherwise specified.
5. Address all inquiries and correspondence to the Purchasing Agent indicated in the Invitation to Bid.
6. I (we) agree to strictly abide by all the statutes and terms contained in the rules of the Department of General Services, Central Procurement Office which are by reference made a part hereof, in addition to the Standard and Special Terms & Conditions, and Specifications embodied in this Invitation to Bid.
7. **IMPORTANT:** By submitting the bid, the Bidder certifies compliance with the above and further certifies that this bid is made without collusion or fraud.
8. State statutes require that all bidders be registered prior to the issuance of a contract or a purchase order. Vendors/Bidders can register online at the State of Tennessee Supplier Portal:  
<https://supplier.edison.tennessee.gov>.
9. I (We) propose to furnish and deliver any and all of the supplies, services, and/or other commodities named in the Invitation to Bid, and for which I (we) have set prices in my (our) offering.
10. It is understood and agreed that this bid, when certified by authorized signature, shall constitute an offer, which when accepted in writing by the Department of General Services, Central Procurement Office, and subject to the terms and conditions of such acceptance, will constitute a valid binding contract between the State of Tennessee and the Vendor/Contractor (bidder) submitting such offering.
11. By my (our) written signature on this bid I (we) guarantee and certify that all items included in the bid meet or exceed any and all State specifications covering such items. I (We) further agree, if awarded a contract or purchase order as a result of this bid, to deliver such commodities, service or merchandise which meet or exceed the specifications.

12. It is understood and agreed that no contract may be assigned, sublet, or transferred without the written consent of the Deputy Commissioner, Department of General Services.

13. The inclusion in any bid of a limitation of remedies clause or a limitation of liabilities clause shall be cause for rejection except in bids for telecommunications and information technology goods and services. Pursuant to Tennessee Code Annotated 12-3-314(d), if a limitation of liability is included in the bid for telecommunications and information technology goods and services it can be for not less than two (2) times the value of the contract and it shall not apply to intentional torts, criminal acts, fraudulent conduct or acts or omissions that result in personal injuries or death. Provided, however, if the Commissioner determines that it is necessary to protect the interests of the state, the Commissioner may petition the Board of Standards to approve contractor liability in excess of two (2) times the value of the contract. If the Board agrees with the Commissioner, it may approve such a higher liability amount.

14. All bidders have the right to inspect the bid file, prior to award, upon completion of the evaluation by the Central Procurement Office. Interested bidders should contact the Purchasing Agent following the bid opening date or once the file is open for the seven (7) day inspection period. A "File Open for Inspection" letter will be sent to all bidders detailing the bidder(s) recommended for award and the evaluated award amount(s). Upon request, a reasonable opportunity to inspect the bid file will be provided to the bidder. If there is no request to inspect the bid file by the end of the seven (7) day inspection period, the Purchasing Agent will proceed with the award.

15. Protest by Vendor: Pursuant to Tenn. Code Ann. 12-3-214 (authority to resolve protested bids, bid process or procedures, and awards), vendors may protest. Please refer to the Agency Purchasing Procedures Manual, Section 14.13.1 for protest procedures and protest bond requirements or contact the purchasing agent at 615-741-1035. The manual is located on the Central Procurement Office Website: [www.tennessee.gov/generalserv/purchasing](http://www.tennessee.gov/generalserv/purchasing)

16. Bid Mailing Instructions: Each individual bid proposal must be returned in a separate envelope package or container and must be properly labeled on the outside referencing the applicable event number and the bid opening date. Bids should be mailed in a properly labeled sealed envelope to the following address:

Department of General Services, Central Procurement Office  
Attn: Bidder Services  
3rd Floor, William R Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102

17. Subject to paragraph 13, the Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106

18. Contracts are entered into solely for the convenience of the State of Tennessee. The vendor/contractor understands and agrees that the State of Tennessee, as a signatory party to a contract, is solely responsible

for its performance, and that the officers and employees of the Department of General Services, Central Procurement Office, act exclusively as agents of the State for the award, consummation, and administration of contracts and are not personally liable for any performance or nonperformance by the State.

19. A bid must be received in the Central Procurement Office on or before the date and hour designated for the bid opening or the bid will be rejected.

20. The Central Procurement Office may reject any or all bids. Action to reject all bids shall be taken only for unreasonably high prices, errors in the Invitation to Bid (ITB), cessation of need, unavailability of funds, or any other reason approved by the Board of Standards. The Board of Standards has authorized rejection of all bids for failure to secure adequate competition. If an ITB is to be re-advertised, all prior bids shall remain closed to inspection until the evaluation of the re-advertisement is complete.

21. All present and former employees or officials of the State are referred to Tennessee Code Annotated 12-4-103.

22. Any individuals with disabilities who wish to participate in public meetings such as a scheduled pre-bid conference or other scheduled function should contact the Central Procurement Office to discuss any auxiliary aids or services needed to facilitate such participation. Such contact may be in person, by writing, telephonically, or otherwise, and should be made no less than ten (10) days prior to the scheduled event, to allow time for the Central Procurement Office to provide such aid or service.

23. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State Constitutional and/or statutory law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in the performance of the Contract or in the employment practices of the vendor/contractor. The vendor/contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and applicants, notices of non-discrimination.

24. TAXES: Purchases of goods by the State of Tennessee are exempt from Tennessee sales and use tax pursuant to Tenn. Code Ann. 67-6-329(a) (4), and the state is generally exempt from Federal excise tax. Contractors are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the contractor, produced by the contractor, or provided to the contractor by the State, pursuant to Tenn. Code Ann. 67-6-209. The contractor agrees to pay all taxes incurred in the performance of an awarded contract.

State agencies which procure products for the purpose of resale shall register with the Department of Revenue. Upon registration the agency will issue resale certificates to the successful contractor(s) for products procured for resale. The agency is responsible for the collection of the appropriate sales or use tax when the product is sold.

25. Exceptions to terms and conditions and/or those proposed by the bidder which may vary from the invitation to bid may render the bid unresponsive and subject the bid to rejection.

26. Unless otherwise stated, all goods called for by a purchase order must be tendered in a single delivery in compliance with the delivery time specified and payment is due only on such tender. Partial shipments and/or back orders will only be accepted with receiving agency's prior authorization.

27. All products, materials, supplies and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available as of the date of the bid opening, unless otherwise stated in this event.

28. Manufacturers of chemical products which are the subject of purchase contracts for the State of Tennessee shall list and maintain a material safety data sheet (MSDS) for such chemical products on the national MSDS search repository or on the manufacturer's website so that such information can be accessed by means of the Internet. A site operated by or on behalf of the manufacturer or a relevant trade association

is acceptable so long as the information is freely accessible to the public. In lieu of posting a MSDS on MSDSSEARCH, a bidder shall include the manufacturer's universal resource locator (URL) for its MSDS in the event. For purposes of this MSDS requirement, the Department of General Services recognizes the following URL for national MSDS search repository:MSDS-SEARCH, which can be accessed on the internet at: <http://www.msdssearch.com>.

29. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The contractor agrees that it will be subject to the exclusive jurisdiction of the courts of Tennessee in actions that may arise under this contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Section 9-8-101 through 9-8-407.

30. State and Federal Compliance: The contractor shall comply with all applicable state and federal laws and regulations in the performance of this contract.

31. Prohibition of Illegal Immigrants: The requirements of State of Tennessee's Public Acts, 2006, Chapter Number 878 and Executive Order 41 addressing the use of Illegal Immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this contract.

As required by Public Acts, 2006, Chapter Number 878, no person may enter into a contract to supply goods or services to the State without first attesting in writing that the person will not knowingly utilize the services of Illegal Immigrants in the performance of this contract, and will not knowingly utilize the services of any subcontractor who will utilize the services of Illegal Immigrants in the performance of this contract. For purposes of this contract, "Illegal Immigrant" shall be defined as any person who is not either a United States citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the department of homeland security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the contract. The contractor hereby attests, certifies, warrants, and assures that it shall comply with this term and condition for the entire contract period.

The contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract. The contractor may appeal the imposition of the one-year prohibition by utilizing an appeals process established by the Commissioner of Finance and Administration.

As per Executive Order 41, the contractor shall be required to submit semi-annual Attestation Forms and obtain a signed Attestation Form from any subcontractor prior to the use of the subcontractor and semi-annually thereafter during the contract period. The records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State. Records shall include but are not limited to the following:

Documentation on contractors' employees and subcontractor personnel working on this contract showing that they are legal to work in the United States and payroll records.  
Signed and dated Attestation Forms for your company that have been submitted to the Central Procurement Office and Attestation Forms obtained from subcontractor(s).

Note: The contractor shall be required to obtain prior approval to subcontract from the Deputy Commissioner of General Services, Central Procurement Office.

By authorized signature on this Invitation to Bid the contractor constitutes signing the Attestation Form for the initial six (6) months of the contract period. The contractor shall be required to submit signed Attestation Forms on a semi-annual basis from the start date of the contract period through to its completion date to the Central Procurement Office. Such attestations shall be maintained by the contractor in a permanent file on the vendor premises and made available to State officials upon request. The State of Tennessee provides an "approved Attestation Form" to support the reaffirmation process. The form can be accessed and printed from the internet at [http://tn.gov/generalserv/purchasing/for\\_\\_bidders.html](http://tn.gov/generalserv/purchasing/for__bidders.html).

### 32. Federal Economic Stimulus Funding

Federal Economic Stimulus Funding. To the extent it applies to this contract, this Contract requires the Contractor to provide products and/or services that are funded in whole or in part under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, (Recovery Act). The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of the Recovery Act are met and that the Contractor provides information to the State as required.

The Contractor (and any subcontractor) shall comply with the following:

- a. Federal Grant Award Documents, as applicable.
- b. Executive Office of the President, Office of Management and Budget (OMB) Guidelines as posted at [www.whitehouse.gov/omb/recovery\\_\\_default/](http://www.whitehouse.gov/omb/recovery__default/), as well as OMB Circulars, including but not limited to A-102 and A-133 as posted at [www.whitehouse.gov/omb/financial\\_\\_offm\\_\\_circulars/](http://www.whitehouse.gov/omb/financial__offm__circulars/).
- c. Office of Tennessee Recovery Act Management Directives (posted on the Internet at [www.tnrecovery.gov](http://www.tnrecovery.gov)).
- d. The subrecipient Contractor, if covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, agrees to specifically identify Recovery Act expenditures separately for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133.
- e. The Recovery Act, including but not limited to the following sections of that Act:
  - (1) Section 1604: Disallowable Use. No funds pursuant to this Contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
  - (2) Section 1512: Reporting and Registration Requirements.
    - i. The Contractor must report on use of Recovery Act funds provided through this Contract. Information from these reports will be made available to the public.
    - ii. The subrecipient Contractor must maintain current registrations in the Central Contractor Registration ([www.ccr.gov](http://www.ccr.gov)) at all times during which they have an active Contract funded with Recovery Act funds.
  - (3) Section 1553: Recovery Act Whistleblower Protections. An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of one or more of the following related to the implementation or use of covered funds:

- i. gross mismanagement,
- ii. gross waste,
- iii. substantial and specific danger to public health or safety,
- iv. abuse of authority, or
- v. violation of law, rule, or regulation (including those pertaining to the competition for or negotiation of a Contract).

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: The Contractor and any subcontractor shall post notice of the rights and remedies as required under Section 1553. (Refer to Section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 located at [www.recovery.gov](http://www.recovery.gov), for specific requirements of this section and prescribed language for the notices.)

(4) Section 902: Access Of Government Accountability Office. The Contractor shall provide that the Comptroller General and his representatives are authorized:

- i. to examine any records of the Contractor or any of its subcontractors, that directly pertain to, and involve transactions relating to, this Contract or a subcontract; and
- ii. to interview any officer or employee of the Contractor or any of its subcontractors regarding such transactions.

(5) Section 1514: Inspector General Reviews. Any inspector general of a federal department or executive agency has the authority to review, as appropriate, any concerns raised by the public about specific investments using such funds made available in the Recovery Act. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in the Recovery Act, shall be posted on the inspector general's website and linked to the website established by Recovery Act Section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.

(6) Section 1515: Access of Offices of Inspector General to Certain Records and Employers. With respect to this Contract, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

- i. to examine any records, of the Contractor or any of its subcontractors, that pertain to and involve transactions relating or pursuant to this Contract; and
- ii. to interview any officer or employee of the Contractor or any subcontractors regarding such transactions.

(7) Section 1606: Wage Rate Requirements. All laborers and mechanics employed by pursuant to this Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference.

For purposes of this Contract, laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards.

(8) Section 1605: Buy American Requirements for Construction Material - Buy American, Use of American Iron, Steel, and Manufactured Goods. None of the funds provided by this Contract may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

f. The Contractor agrees to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of Recovery Act requirements.

g. If the Contractor enters into one or more subcontracts for any of the services performed under this Contract, each subcontract shall contain provisions specifically imposing on the subcontractor all requirements set forth in this Contract Section Standard Term and Condition 49, "Federal Economic Stimulus Funding."

# Special Terms and Conditions IBM Toner and Developer

## 1. F.O.B. Destination (Agency Term Contract)

F.O.B. Point:

Agency Name: **Finance and Administration**  
Address: **Capitol Complex Service Center**  
**901 5th Avenue North**  
**Nashville, TN 37243-0291**

## 2. Term of Contract - Multi-Year

Total Number of Years if all Options are Exercised: 3

Initial Contract Term With 2 Renewals

Start Date: October 01, 2012

Initial End Date: September 30, 2013

Final End Date: September 30, 2015

The anticipated effective (start) date and expiration (end) dates of the contract are shown above. If award has not been made by the anticipated effective date, then the contract shall become effective upon the date the bid is accepted and contract awarded by the State, as indicated by the purchasing agent's signature on the contract notice of award (note: the change of effective date may not result in a change of the anticipated expiration date.)

**RENEWAL OPTIONS:** This contract may be renewed upon satisfactory completion of the initial contract term. The State reserves the right to execute up to the number of renewal options listed above annually under the same terms and conditions for a period not to exceed 12 months each by the State. It is mutually understood and agreed that the State's commitment is limited to a base term contract, not to exceed twelve (12) months, which is subject to renewal annually at the State's sole option.

It is understood and agreed that the State reserves the right to extend the term contract period resulting from this solicitation an additional period of time, not to exceed 180 days beyond the normal expiration date of such contract, upon mutual written agreement by both parties, under the same terms and conditions. Provided, however, in no event shall the maximum term of a contract exceed a total of sixty (60) months.

### **3. Volume, Multi-Year**

The total purchases of any individual item on the contract are not known. The Central Procurement Office has attempted to give an accurate estimate of probable purchases of each item from the current contract period and projected estimates for the new contract period. The Central Procurement Office does not guarantee that the state will buy any or all estimated amounts of any specified item or any total amount.

Purchases Current Contract Period \$ 119,017.00

Dates: From May 01, 2011 To May 31, 2012

Estimated Funding New Contract Period

1st 12 MONTHS \$ 82,500.00

2nd 12 MONTHS\$ 82,500.00

3rd 12 MONTHS\$ 82,500.00

The vendor/contractor will only be paid for products or services rendered hereunder pursuant to purchase order releases issued to vendor/contractor from the state. The vendor/contractor is not entitled to be paid the maximum liability for any one year under the contract or any extensions of the contract for product or service not requested by the state. Maximum liability represents available funds for payment to vendor/contractor and does not guarantee payment of any such funds to the vendor/contractor per year under this contract unless the state requests product or service and vendor/contractor provides said product or service. The state is under no obligation to request product or service from vendor/contractor in any specific dollar amounts per year under this contract and the state may not request any product or service at all from vendor/contractor during the contract period.

### **4. Bids Requested on Brands Specified**

Unit price bids are requested on the brands and models specified.

### **5. Bid Offer Expiration**

Enter the expiration date of your bid offer in the space provided on this Invitation to Bid. A minimum period of thirty (30) days from the bid closing date is requested. The state shall have sixty (60) days to accept the bid if a minimum period is not stated.

### **6. Delivery Time (Days)**

All items must be delivered within approximately Ten (10) days after receipt of a purchase order (ARO).

### **7. Freight F.O.B. State Agency (Dock)**

All quotations shall be F.O.B. destination. The term F.O.B. shall mean delivered and unloaded onto the receiving dock of the agency listed, with all charges for transportation and unloading prepaid by the vendor/contractor.

### **8. Firm Bid Price Period (Price Increase Allowed After Time Frame)**

Prices quoted shall be firm for 365 days following the contract start date, except in the event an unexpected charge is imposed on the contractor holder by federal, state, county or city government entity during the term of the contract. The vendor/contractor may invoice the state for the imposed charge amount as long as it provides proof (invoice or statement, etc.) of the imposed charge to the user agency. The state shall also be advised of and receive the benefit of any price decrease in excess

of five (5) percent automatically. The vendor/contractor holder must provide written price reduction information within ten (10) days of its effective date.

Requests for price changes based on vendor/contractor's cost:

Written requests for price changes based on vendor/contractor's actual cost for other than an imposed charge by federal, state, county, or city government entity after the firm price period shall be submitted in writing to the Department of General Services, Purchasing Division. Any increase shall be based on the vendor's/contractor's actual cost increase, may not constitute additional profit as shown in written cost documentation and must contain data establishing or supporting the general or industry wide nature of the change.

At the option of the state, (1) request may be granted, (2) the contract may be canceled and awarded to the next low bidder, (3) the contract may be canceled and the commodity/service be re-advertised for award, or (4) continue the contract without change. The Purchasing Division will accept or reject all such written requests within forty-five (45) working days of the date of receipt of complete and verified documentation.

Approval of Price Increases: If approved, the Purchasing Division will modify the contract to reflect the approved price increase and issue the revised contract. The vendor/ contractor shall honor all purchase orders dated prior to the approved price increase acceptance date at the original contract price. Approval of any price increase renews the firm price period.

Price Increase Rejection: When the state rejects a request for a price increase, the vendor/ contractor will be notified in writing of the state's intention. If the contract is to be canceled, the vendor/contractor shall be notified of the cancellation date via certified mail. The vendor/ contractor will be required to honor all purchase orders that were prepared and dated prior to the date of the cancellation, if received by the vendor/contractor within a thirty (30) days following the date of the cancellation.

## **9. Best and Final Offer**

In the interest of obtaining the best value for the State of Tennessee, the State reserves the right to enter into Best and Final Offer (BAFO) negotiations with any bidder on this sourcing event. Bidders should propose their most competitive pricing in their original bid since the State may or may not choose to conduct BAFO negotiations. If the State chooses to exercise its' right to conduct BAFO negotiations, the negotiation(s) will take place after the State evaluates the initial bids. The State reserves the right to conduct multiple BAFO rounds.

For example, if the State exercises its right to enter into BAFO negotiations, it may identify areas of a bid that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications and/or requirements. The State may seek to clarify those identified issues during the BAFO negotiations. Additionally, the State may conduct target pricing and other price or service level negotiations. Note that each clarification sought by the State may be unique to an individual bidder.

The evaluation results along with all other documentation associated with the event will be available for public inspection when the final evaluation is complete and the recommendation for award is issued.

## **10. Bidder's Qualification**

Bidders must, upon request of the state, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions and specifications. The Assistant Commissioner, Department of General Services, Central Procurement Office, reserves the right to make the final determination as to a bidder's ability to perform.

## **11. Inspection/Facilities**

The Central Procurement Office may inspect the facilities of any bidder or may require additional information regarding a bidder's ability to perform the proposed contract. Bids may be rejected for lack of apparent ability to perform the proposed contract.

## **12. Inspection of Materials, Equipment and Products**

All materials, equipment, and products are subject to inspection and testing. Items that do not meet specifications will be rejected. Failure to reject upon receipt does not relieve the vendor/contractor of liability. When subsequent tests after receipt are conducted and when such tests reveal damage or failure to meet specifications, the state may seek damages regardless of whether a part or all of the merchandise has been consumed.

## **13. Bid Rejection**

The Central Procurement Office reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, if such action would be in the best interest of the state.

Errors: Each correction made by the bidder on the bid response must be initialed in ink by each correction. No corrections will be made in pencil. No bid or line item shall be altered or amended after the bid opening. In the case of errors in the extension price, the unit price will govern. Failure to comply with the above may be cause for rejection of part or the entire bid.

## **14. Single Award**

A single contract for all line items will be awarded to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid. Prices shall be calculated as follows: The bidders unit bid price shall be multiplied by the line item quantity to obtain the line item total. If more than one line item is included in the bid document, each line item total shall be added together for a total price for all line items bid. The bidder must bid all line items to be considered for an award.

## **15. Award Criteria**

An award shall be made to the lowest responsive and responsible bidder considering the following:

Ability to Perform  
Conformity to Specifications

## **16. State Contract Administrator**

Questions or problems arising from bid procedures or subsequent order and delivery procedures should be directed to:

State of Tennessee  
Department of General Services, Central Procurement Office  
3rd Floor, William R. Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102  
Attn: Clyde Hicks  
[clyde.hicks@tn.gov](mailto:clyde.hicks@tn.gov)

## **17. Purchase Order Releases (Agency Term Contract)**

Orders for products or services that are included on agency term contracts shall be prepared by agencies on Departmental Purchase Release Orders and forwarded to the vendor/contractor. These purchase orders, when received by the vendor/contractor, serve as authorization for shipment of product(s) or start of service.

#### Billing Instructions:

The vendor/contractor shall invoice the state only after product has been received by the user agency or upon completion of the service described in the purchase order/contract, unless otherwise authorized in writing by the user agency and as required below prior to any payment.

The contractor shall submit an invoice, with all necessary supporting documentation, to the state agency billing address. Such invoice shall clearly and accurately detail the following required information:

1. Invoice/reference number; (assigned by the contractor);
2. Invoice date;
3. Contract and/or purchase order number; (assigned by the state);
4. Account name;
5. Procuring state agency and division name;
6. Account/customer number (uniquely assigned by the vendor/contractor);
7. To the above-referenced account name;
8. Contractor name;
9. Contractor Identification Number; (as referenced in the contract);
10. Contractor contact (name, phone, and/or fax for the person to contact with billing questions);
11. Contractor remittance address;
12. Description of delivered product(s) or service; and
13. Total amount due for delivered product(s) or service.

The contractor understands and agrees that the invoice shall;

- Include only charges for service described in contract or Purchase Order and in accordance with payment terms and conditions set forth in the contract or purchase order;
- Not include any future work but will only be submitted for completed service, unless otherwise authorized in writing by the user agency; and
- not include sales tax or shipping charges (unless otherwise stipulated in the contract or purchase order).

Payment: The contractor agrees that timeframe for payment (and any discounts) begins when the state is in receipt of a correct invoice meeting the minimum requirements above. It shall be the responsibility of the "bill to" agency to make payment in accordance with the Prompt Payment Act of 1985. Any questions concerning payment should be addressed to the "bill to" agency and not to the Central Procurement Office.

## **18. Contract Cancellation**

Termination for Convenience: The State may terminate this contract without cause. Said termination shall not be deemed a breach of contract by the State. The State shall give the vendor/contractor at least ninety (90) days written notice before the effective cancellation date.

The vendor/contractor shall be entitled to receive compensation for product(s) shipped or services satisfactorily completed as of the cancellation date, but in no event shall the state be liable to the vendor/contractor for compensation for any product(s) or services which have not been rendered.

Upon such termination, the vendor/contractor shall have no right to any actual general, special, incidental, consequential, or any other claims whatsoever of any description or amount.

Termination for Cause: If the vendor/contractor fails to fulfill its obligations under this contract in a timely or proper manner, or if the vendor/contractor violates any terms of this contract, the State shall have the right to immediately terminate the contract upon written notice of intent to cancel. The State shall have the right to withhold payment in excess of fair compensation for completed services.

Notwithstanding the above, the contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this contract by the contractor.

At the end of any fiscal year any contract may be canceled by the state without notice, in the event that funds to support the contract become unavailable.

The vendor/contractor will be required to honor all purchase orders that were prepared and dated prior to the date of the termination, if received by the vendor/contractor within a period of thirty (30) days following the date of cancellation.

## **19. Subcontracting: Responsibilities and Liabilities, Bond Required if**

### **Subcontracting**

Based on Tennessee Code Annotated 12-4-201, the vendor/contractor shall not enter into any subcontract for services, prior to or following award, without the written consent of the Deputy Commissioner, Department of General Services, Central Procurement Office. It is also understood and agreed that no contract may be assigned, sublet, or transferred without the written consent of the Assistant Commissioner, Department of General Services, Central Procurement Office. The awarded vendor/contractor is responsible for work, service, performance, injuries of employees and payment to the subcontractor.

The subcontractor shall be required to register with Central Procurement Office and provide proof of insurance in accordance with the insurance term and condition, if insurance is required.

All anticipated or actual costs incurred for subcontracting must be included in the bid price per line item. The vendor/contractor can only invoice for actual bid prices per line item; regardless of how much it has agreed to pay the subcontractor.

The successful bidder(s) will be required to furnish a Labor and Material Surety Bond issued by a surety company licensed to do business in the State of Tennessee in the amount of twenty-five (25) % of the total contract amount. The Labor and Material Surety Bond shall be issued by a surety company licensed to do business in the State of Tennessee or an Irrevocable Letter of Credit from a state or national bank or state or federal savings and loan association having its principal office in Tennessee; or any state or national bank or state or federal savings and loan association that has its principal office outside this state and that maintains one (1) or more branches in this state which are authorized to accept federally insured deposits may be accepted by the Central Procurement Office in lieu of a performance bond. The terms and conditions of any letter of credit shall be subject to the approval of the public official named in the contract. The form of such letter of credit shall be provided by the bank or savings and loan association and may be based on either the uniform commercial code, Tennessee Code Annotated, Title 47, Chapter 5, or the ICC Uniform Customs and Practice for Documentary Credits (UPC 500). All letters of credit shall be accompanied by an authorization of the contractor to deliver retained funds to the bank issuing the letter.

The Labor and Material Surety Bond or Irrevocable Letter of Credit shall be furnished to the Central Procurement Office within ten (10) business days after the request. The Labor and Material Surety Bond or Irrevocable Letter of Credit will insure that the contractor will pay for all labor and materials used by the contractor, or any immediate or remote subcontractor under the contractor, in such contract, in lawful money of the United States.

In the event that the Bidder does not indicate that they would be subcontracting and therefore no bond was received, the state reserves the right to request a Labor and Material Surety Bond from the vendor/contractor in the event that a subcontractor submits a claim against the vendor/contractor's surety bond to the Central Procurement Office due to non-payment. If requested, the vendor/contractor will be required to submit a Labor and Material Surety Bond in the amount specified in the request letter within ten (10) business days.