



**FLOYD COUNTY, GEORGIA  
REQUEST FOR PROPOSAL  
RFP-19-0411**

**COMPUTER EQUIPMENT LEASING**

**CLOSING DATE: 11:00 A.M.,  
April 11, 2019**

Proposals must be submitted to:

Floyd County Purchasing Department  
12 E. 4<sup>th</sup> Ave, Suite 106  
Rome, Ga 30161

## **Section 1.0 - General Information**

### **1.1 Scope and Purpose**

- Floyd County Government desires to enter into an annual contract for the financing of leased of personal computers\laptops. Floyd County desires that the contract will be renewable on an annual basis for a period of four additional years. Each year Floyd County will replace approximately 100-150 personal computers\laptops with a lease term of four years. Minimum requirements will be re-assessed before each year's lease. The leased equipment will be under warranty for the full term of the lease. Financing rates should be based on approximately **150** personal computers/laptops annually with a total estimated cost of \$150,000.00 along with taxes and return of equipment to Lessor at the end of the lease. Proposals submitted to Floyd County should be exempt of all Federal, State, and Local Taxes. Individual orders will be placed on an "as needed" basis with no minimum order specified.

### **1.2 Schedule of Events**

A critical element for each qualified proposal is timeliness. This schedule is provided to enable each Lessor to respond accordingly.

#### **Deadline for Proposal Submission**

Date: April 11, 2019  
Time: 11:00 AM Local Time  
Location: Floyd County Purchasing Department  
12 E. 4<sup>th</sup> Ave., Suite 106  
Rome, GA 30161

### **1.3 General Information**

This section of the RFP contains the general conditions and restrictions covering the preparation, submission, and contents of proposals. It is essential that these conditions be strictly observed.

Sealed proposals will be accepted by the Floyd County Purchasing Department at the time, place, and date specified. One (1) original and five (5) copies of the proposal must be submitted in a standard format and enclosed in a sealed envelope at the time and place specified in the cover letter accompanying the RFP. These proposals must be in accordance with the purposes, conditions, and instructions provided in the RFP. The Floyd County Board of Commissioners assumes no responsibility for proposals received after the advertised bid submission time, whether due to mail delays or any other reason. Proposals received after the bid submission time will be filed unopened and not returned.

### **1.3.1 Right to Reject Any or All Proposals**

Each proposal must comply with all requirements for a regular proposal as directed or required by this notice. Notice is hereby given to all companies submitting that if their proposal is defective or irregular, the same may be rejected immediately. The Floyd County Board of Commissioners reserve the right to reject any or all proposals at its sole discretion or to waive any specific technicalities or formalities in order to accept any proposal(s) deemed to be in the best interest of Floyd County. The successful firm will be required to enter into a contract agreeable to Floyd County including the terms listed in this RFP, and in the event a negotiated contract agreeable to the County cannot be completed, then the County may withdraw from the negotiations and enter into negotiations with another qualified firm.

### **1.3.2 Uniform Proposals**

To facilitate comparative analysis and evaluation of proposals it is desired that a uniform format be employed in structuring each proposal. The preferred format is one that will coincide with specifications given later in this RFP under Proposal Format. The Lessor's degree of compliance with the requirements of the RFP will be a factor in the subsequent evaluation of the proposal. Proposals with major deviations or omissions may not be considered for detailed study. Company proposals will become part of the contract with Floyd County should they be selected under the RFP.

### **1.3.3 Requests for Additional Information**

Floyd County has prepared this RFP. Inquiries that must be answered in regards to the Proposal Procedures or technical matters should be submitted in writing to:

Bill Gilliland, Director  
Floyd County Purchasing Department  
12 E. 4th Ave, Suite 106  
Rome, GA 30161

E-mail: [gillilandb@floydcountyga.org](mailto:gillilandb@floydcountyga.org)

Correspondence should be submitted only to the designated individual. All inquiries must be in writing. Copies of all inquiries and responses will be shared with all known recipients of the RFP and will be posted on the County website [www.romefloyd.com](http://www.romefloyd.com). All inquiries must be received no less than seven (7) business days prior to the final date for submitting proposals. Floyd County will not address any question or clarification regarding specifications or procedures either orally or by telephone. Floyd County is not bound by any oral representations, clarifications, or changes made to the written

specifications by County's employees, unless such clarification or change is provided to the Lessors in written addendum form from the Floyd County Purchasing Department.

### **1.3.4 Right to Purchase From Any Source**

Floyd County reserves the right to lease/purchase any desired equipment and/or services from any source in part or in whole.

### **1.3.5 Proposal and/or Presentation Costs**

The cost for developing a proposal will be borne by the submitting firm. Floyd County is not liable for any costs incurred by firms in the preparation and/or presentation of proposals in response to this RFP, or for travel costs related to this RFP.

## **1.4 Proposal Format**

To assist in the evaluation of proposals resulting from the RFP, it is requested that each proposal be written in a concise and forthright manner and that unnecessary marketing statements and materials be avoided. The submitting firm's solutions for each of the requirements criteria listed under Section 2.0 must be clearly stated along with the itemized cost information required by Section 1.4.1.

### **1.4.1 Cost of Proposed Products**

Each proposal must clearly state the annual lease rate to be paid each year for the 4-year lease. The lease rate must include all cost incurred each year of the lease including but not limited to: all taxes, all cost of returning equipment to the lessor including shipping, packaging, and handling of all equipment to be returned at the end of the lease, and delivery & handling of the newly leased PC's. Floyd County desires that the contract will be renewable on an annual basis for a period of four additional years. Each year Floyd County will replace approximately 100-150 personal computers\laptops with a lease term of four years. Minimum requirements will be re-assessed before each year's lease. The leased equipment will be under warranty for the full term of the lease. The lease rate should be based on annual purchase of approximately **150** personal computers/laptops with an approximate cost of \$150,000 along with taxes and return of equipment to Lessor at the end of the lease. Proposals to Floyd County should be exempt of all Federal, State, and Local Taxes. Any taxes incurred during the term of the lease would be the responsibility of the lessor. The lessor agrees to refund any overage of personal property taxes collected as part of the lease rate. Individual orders will be placed on an "as needed" basis with no minimum order specified. The proposal should also state how overlapping of old and new equipment at lease change-out is handled. We do not want to be billed for both the equipment we are returning at the end of the lease and the new

leased equipment we will receive. Please state how equipment damage not covered under the warranty agreement will be handled. This proposal should include the procedure for handling, tracking/inventory control and a method of notification for lease expirations. Prices quoted by proposal shall be best price and must outline all costs including shipping, packaging, and handling of equipment to be returned at the end of the lease on computers ordered and delivery of the new leased pcs.

#### **1.4.2 Multi-year Contract Provisions**

The successful firm will be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following is a sample of the provision and will be adjusted as to the term or length of the contract.

*This contract shall terminate absolutely and without further obligation on the part of Floyd County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. Section 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by the Floyd County Board of Commissioners to terminate such contract, and the nature of such action shall be written notice provided to the Lessor within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.*

*This contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Floyd County under this contract.*

The execution and continuation of a Lease Agreement shall contain the provision that the Agreement is contingent upon the appropriation of funds by the Floyd County Board of Commissioners. The Lease Agreement, being a multi-year Lease, shall contain the following provisions: (1) The Lease shall terminate absolutely and without further obligation on the part of the Floyd County at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed; (2) The Lease shall provide for automatic renewal unless positive action is taken by the Floyd County Board of Commissioners to terminate such contract by giving notice to the Lessor (Lessor) of the County's intention to terminate said Lease sixty (60) days prior to the end of each calendar year; (3) The Lease shall state the total obligation of the County for the calendar year of execution and shall further state the total obligation which will be incurred in each calendar year renewal term, if renewed; and (4) The Lease shall provide that title to any supplies, materials, equipment or other personal property shall remain in the Lessor. In addition, as is provided herein above, the Lease shall contain a provision which requires that the contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the Lease.

### **1.4.3 References**

Lessors must provide a list of at least 3 customers, including contact persons, email address, and telephone numbers, comparable in size to Floyd County where services such as those proposed by the Lessor have been delivered.

### **1.5 Added Value**

Lessors may include anything unique in their proposed solution, which adds value to the products/services provided to Floyd County. The cost of this added value must be explained and justified in the proposal.

### **1.6 Non-Collusion Statement**

By submission of a proposal, the Lessor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Lessor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Lessor prior to opening, directly or indirectly, to any other Lessor or to any competitor.

(c) No attempt has been made, or will be made, by the Lessor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

### **1.7 Conflict of Interest/Contingency Fees/Certification by Subcontractors**

By submission of a proposal, the Lessor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) No circumstances exist which will cause a Conflict of Interest in performing the services required by this RFP, that no employee of the County, nor any member thereof, nor any public agency or official affected by this RFP, has any pecuniary interest in the business of the Lessor or his Subcontractor(s), and that no person associated with the Lessor or his Subcontractor(s) has any interest that would conflict in any manner or degree with the performance related to this RFP.

(b) The Lessor also warrants that he and his Subcontractor(s) have not employed or retained any company or person other than a bona fide employee working solely for the Lessor or Subcontractor(s) to solicit or secure a contract agreement with Floyd County, as related to this RFP, and that he and his Subcontractor(s) have not paid or

agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Lessor or his Subcontractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

(c) The successful Lessor shall require each of his Subcontractor(s) to sign a statement certifying to and agreeing to comply with the terms of (a) and (b) above.

## **1.8 Indemnification/Hold Harmless Agreement**

By submission of a proposal, the selected Lessor agrees to indemnify Floyd County and, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Floyd County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting therefrom; or any other damage or loss arising out of or resulting from claims resulting in whole or in part from any actual or alleged act or omission of the Lessor, any subcontractor, anyone directly or indirectly employed by any of them; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights or other intellectual property rights by the Lessor in the performance of work; or c) liens, claims or actions made by the Lessor or other party performing the work, as approved by the County.

The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the Lessor or his subcontractor(s), as approved by the County, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

## **Section 2.0 - Statement of Needs**

### **2.1 General Requirements**

- Floyd County will provide the lessor the quote for equipment with 4 year's maintenance to be ordered.
- Equipment proposed must be ordered and deliverable to Floyd County within thirty (30) calendar days after the receipt of individual orders.
- Any equipment that is not functioning properly at the time of delivery and not covered by the warranty will be replaced at the expense of the lessor.
- Floyd County shall have the right to add new hardware to a leased desktop without voiding the lease or warranty. The lessor must specify if this equipment must be removed and original equipment re-installed prior to the end of the lease.

## **2.2 De-Installation Requirements**

The successful firm will be required to provide de-installation services as outlined below:

- Allow Floyd County IT Department to format the local hard drive to remove all user data.
- Pickup for equipment at the end of the lease is the responsibility of the Lessor. This should include labor, packing the products in appropriate packaging, and removing all packing materials from the premises.
- The condition of the returned equipment becomes the responsibility of the Lessor at the time of pickup.
- Floyd County will receive the new equipment 30 days before the replacement equipment is picked up.
- Floyd County does not have a dock and will need to have at least 3 days notice of delivery to procure inmate labor to unload equipment.

## **SECTION 3.0 – Evaluation**

Floyd County reserves the right to reject any or all proposals, or to waive any specific technicalities or formalities in order to accept any proposals deemed to be in the best interest of Floyd County.

Representatives of Floyd County IT Department will coordinate the review and evaluation of all proposals and will serve as technical advisors to the Floyd County Board of Commissioners.

### **3.1 Evaluation Procedure**

All complete proposals will be evaluated according to the guidelines set forth in this RFP. All submittals will be evaluated as to their responsiveness to this RFP. All non-responsive proposals will be removed from further consideration. All responsive proposal will then be evaluated according to the evaluation criteria listed below.

Negotiations will then be started with the firm whose proposal has been judged most appropriate with regard to all factors, including lease factor ratio, property tax refund, and adhering to the replacement policy. The lowest priced proposal will not necessarily be the one selected, as cost is only one of the factors that will be considered.

### **3.2 Evaluation Criteria**

Proposals will be evaluated based on several factors including, but not limited to:

- Annual Lease rate good for the 5 years covered by the contract
- Adherence to proposal format
- Firm reputation and ability to provide required equipment and services

# 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 **11AM, 11 April, 2019** 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: \_\_\_\_\_

## 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.

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BIDDER

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SIGNATURE

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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 supplier 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 TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Company Address:	
FAX Number:	
Email Address:	
<b>*This table must be completed in its entirety by the supplier.</b>	

Revised 04/01/2014

Floyd 2014

**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 sub-Vendor 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:

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By:

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Name Printed:

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Title:

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Date:

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