

OWENS STATE COMMUNITY COLLEGE

REQUEST FOR PROPOSAL

FOR

GENERAL SONOGRAPHY/VASCULAR EQUIPMENT

JUNE 6, 2016

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Owens State Community College

**MEDICAL IMAGING DEPARTMENT – GENERAL SONOGRAPHY/VASCULAR PROGRAMS
REQUEST FOR PROPOSALS FOR SONOGRAPHY UNITS**

1.0 REQUEST FOR PROPOSALS PROCESS

1.1. GENERAL INFORMATION

Sealed proposals will be received by Owens State Community College for three working Ultrasound Units for the labs in the Sonography and Vascular programs until 4:00pm on June 27, 2016.

All proposals should be clearly marked “General Sonography/Vascular Ultrasound equipment” and addressed to Amy Crofts, Academic Chair of the Medical Imaging Department Owens State Community College, P.O. Box 10000, Toledo, Ohio 43699-1947. If you plan on dropping off your response in person or via courier service, the Medical Imaging office is located in the Health Technologies building Room 523 30335 Oregon Road, Perrysburg, OH 43551.

Should a prospective bidder fail to submit a proposal on or before the appointed time at the address shown above, Owens may or may not decide to consider the proposal regardless of the reason for the late submission after the accepted bids have been reviewed.

1.2 INQUIRIES

Specifications and any questions can be directed to Amy Crofts at the above address or by emailing amy_crofts@owens.edu. The proposer’s question and Owens’ response will become public record. All questions and answers will be provided to all interested firms prior to the submission date. Owens State Community College reserves the right to waive any irregularities and reject any or all proposals and to determine the lowest and best bid.

1.3 PROPOSAL SUBMISSION

Interested firms should submit three (3) hard copies and one (1) electronic copy (preferably in Microsoft Word format) **of their proposal not later than 4:00pm on June 27, 2016 to:**

Amy Crofts
Academic Chair
Owens State Community College
P.O. Box 10000
Toledo, OH 43699-1947

Note: If you wish to drop your proposal off in person or via courier service, please deliver to:

Amy Crofts
Health Technologies Building Room 523
30335 Oregon Road
Perrysburg, OH 43551

1.4 BACKGROUND

Owens State Community College began as a technical institute under the jurisdiction of the Ohio Department of Education. The first classes were offered in Toledo on September 13, 1965 with less than 200 students. Two years later, in 1967, the College was chartered by the Ohio Board of Regents as a technical college. In 1983, Owens Community College opened its Findlay-area campus at Cory and Davis streets.

In 1994, the College was chartered as a comprehensive state community college with a district encompassing Lucas, Wood, and Hancock counties and parts of Ottawa and Sandusky counties.

The Health Technologies Hall was built in 1974 with funds appropriated by the state legislature through the Ohio Board of Regents. It is a five-story building housing programs such as Radiography, Occupational Therapy Assistant, Physical Therapy Assistant, Dental Hygiene and Surgery Assisting in addition to the General Sonography and Vascular programs.

2.0 REQUEST FOR PROPOSALS

2.1 SCOPE OF PROPOSALS

Owens State Community College seeks to lease three (3) specified working new or refurbished Ultrasound machines for use in our labs in Bicentennial Hall 152.

Owens State Community College (herein after called Owens) is requesting proposals which provide an option for a five (5) year – eight (8) lease contract for the following equipment:

- Three (3) working (new or refurbished) Ultrasound machines
- Machines must be like what is found in and comparable to what is used in established Radiology hospital based department in our geographical area.
- Equipment must be able to penetrate at minimum 30+cm of tissue
- Established premium diagnostic level performance image quality
- Raw data post-processing
- Include at minimum the following probes:
 - 9-linear
 - Curved 1-6
 - Transvaginal
 - Sector/Vector capable of imaging at minimum 30+ cm
 - 3D/4D
 - High frequency probe capable of imaging trans-cranial Doppler
- Include at least 19 in LCD high-resolution monitor for ease in viewing images
- Connectivity and DICOM capabilities

All proposals shall be evaluated based on the extent of the services offers as required by the RFP, the quality and cost of each machine, the cost of all machines in total and total of lease payments each year and the total cost of the lease agreement.

A memorandum of agreement will be prepared between Owens and the successful vendor as a result of these proposals. Based on mutual contract approved, the intended equipment delivery date is August 12, 2016. The equipment will need to be in place no later than August 19, 2016.

2.2 VENDOR REQUIREMENTS

- A. Provide evidence of the ability and history of successfully completing contracts of this type, meeting projected deadlines and experience in similar work.
- B. Provide references.
- C. Provide evidence of financial stability for the past seven (7) years, such as audited balance sheets, income statements, support notes and any other relevant information or unaudited financial information that is certified as to accuracy by the vendor.

2.3 GENERAL INSTRUCTIONS

A. Proposal

Provide any documents or supplemental schedules that you believe may be necessary to clarify your proposal. The proposal should be bid for specified manufacturers or suitable equivalents. The proposal must include:

- A response to vendor requirements, as stated above.
- Specific company and individual(s) experience relative to the proposed project.
- Equipment specifications, warranty information, preventative maintenance and equipment servicing information.
- Staff training on equipment use and care
- Include delivery of materials and installation or set up
- Completion of bid form
- Completion of the price schedule

B. Multiple/Alternative Proposals

A proposer must submit multiple proposals for term (length in years) of the lease.

A proposer may not submit alternative and/or equivalent lease proposals.

C. Public Information

All submitted proposals and information included therein or attached thereto shall become public records at the close of the submission period (The RFP opening date).

D. Responses to Proposer Questions

Any questions regarding this proposal should be directed to Amy Crofts at the above address or by email amy_crofts@owens.edu. The proposer's question and Owens' response will become public record. The College will make every attempt to respond promptly and will post the complete list of questions with answers to the RFP website. **The deadline for submission of written questions is June 21, 2016.** All questions and responses will become public record.

E. Contact Office

The Chair of the Medical Imaging Department shall be the contact with regard to all aspects of this Request for Proposals.

F. Right to Reject Proposals, Waive Informalities and Award Agreements

Owens reserves the right to reject any and all proposals, to waive any non-material irregularities or informalities in any proposals, and to accept or reject any item or combination of items.

G. Execution of Agreement

If a vendor does not execute an agreement within fourteen (14) days after being notified of selection, Owens may give notice to the vendor of the Owens' intent to select the next most qualified vendor or call for new proposals, whichever Owens deems most appropriate. A draft copy of an agreement shall be submitted with the proposal.

2.4 SELECTION CRITERIA

The following criteria will be used to evaluate proposals and to recommend the award.

- Quality and cost of each machine
- Cost of all machines in total
- Amount given for trade-in equipment
- Total of lease payments each year
- Total cost of the lease agreement
- Owens shall have sole discretion concerning valuation of the award

2.5 PROPOSED CONTRACT TERMS

A. Contract Period

The price schedule presented on the selected proposal shall be in effect and remain in effect, for the contract period.

3.0 GENERAL TERMS AND CONDITIONS

A. Indemnification

Vendor agrees to indemnify the College, its governing board, officers, employees, agents, student and the State of Ohio from and against any and all costs, loses, damages, liabilities, expenses, demands, and judgments, including court costs, and attorney's fees, which may arise out of Vendor's performance of this Agreement, except to the extent such are caused by the sole fault or negligence of the College.

B. Governing Law

All questions relating to the validity, interpretation, performance or enforcement of this Agreement, and any claims arising from or related to this Agreement, will be governed by and construed in accordance with the laws of the State of Ohio, without regard to the principle of conflict of laws. Any litigation arising from or related to this Agreement may be brought only in the federal or state courts of Ohio with appropriate jurisdiction, and the parties irrevocably consent to the jurisdiction and venue of such courts.

C. Contingent upon Appropriation

It is understood that any and all expenditures of State funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and/or other obligations that may be due hereunder, then the State of Ohio's obligations under this contract are terminated as of the date that the funding expires without further obligation of the State.

D. Unresolved Findings

Vendor warrants that it is not subject to an "unresolved" finding for recovery under ORC 9.24. If this warranty is found to be false, the agreement is void and the Vendor must immediately repay to the state any funds paid under this agreement.

E. Suspension or Debarment

Vendor certifies that it is not suspended or debarred by the Federal Government or the State of Ohio from participating in federal or state funded projects.

F. Absence of Sanctions

Vendor represents that neither it nor any of its owners, officers or employees have been sanctioned by or excluded from participation in any federal or state health care program,

including Medicare and Medicaid. Vendor agrees that if it or any such individual associated with it should become the subject of an investigation relating to health care fraud, abuse, or misconduct, or should be sanctioned by or excluded from participating in any federal or state health care program including Medicare or Medicaid, it will immediately notify the College contact of such event and the College contact will have the right to immediately terminate this agreement without penalty or cost.

G. Compliance with Law and Policies

Vendor hereby covenants and agrees that in the course of Vendor's performance of its duties hereunder, Vendor will comply with all applicable federal, state and local government statutes, ordinance and regulations, and College policies and procedures.

If professional licensing or certification constitutes a qualification for Vendor's performance under this agreement, Vendor will make immediately available at the College's request, a copy of said certification or licensure.

The Vendor warrants that it has complied with all federal, state and local laws regarding business permits and licenses of any kind, including but not limited to:

- Family Education Rights and Privacy Act (FERPA)
- Gramm-Leach-Bliley (GLB) Act
- Health Insurance Portability and Accountability (HIPAA) Act of 1996
- Privacy Act of 1974
- OSHA Compliance

The Vendor agrees to comply with all applicable state and federal laws regarding drug-free workplace and ensure that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way. Vendor agrees to adhere to Prevailing Wage laws, if applicable as pursuant to ORC Chapter 4115.

H. Non-Discrimination

Nondiscrimination. Pursuant to Ohio Revised Code Section 125.111, Vendor agrees that Vendor, any subcontractor and any person acting on behalf of Vendor or subcontractor, will not discriminate, by reason of race, color, religion, sex age, disability, national origin, or ancestry against any citizen of this state in the hiring of any person qualifies and available to perform the work under this agreement. Vendor further agrees that Vendor, any subcontractor, and any person acting on behalf of Vendor or subcontractor shall not in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this agreement on account of race, color, religion, sex, age, disability, national origin, or ancestry.

I. Campaign Contributions

Vendor hereby certifies that all applicable parties are in full compliance with ORC Section 3517.13.

J. Conflict of Interest

Vendor acknowledges that no conflict of interest exists between Vendor and the College, or Vendor and its employees, or any members of their families in relation to any College policies or guidelines or state laws. Any person who acquires a conflict of interest as of the date the services begin, or thereafter, must immediately disclose such conflict to the College in writing. In such case Vendor will not participate in any actions affecting the services of this agreement unless the College has determined that such participation would not be contrary to the public interest.

K. Public Records

Vendor understands that any records kept or maintained by the College, including any quotes or pricing of Vendor, may require disclosure under Ohio's public records act, Revised Code 149.43 and Vendor consents to such disclosure.

L. Advertising

No Vendor providing products or services to the College will appropriate or make use of the name or other identifying marks or property of the College in its advertising.

M. Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes any previous oral or written agreements between the parties with respect to the subject matter hereof. This agreement may not be modified, waived, or changed except in writing and signed by both parties.

N. Waiver of Breach

A waiver of either party of any term or condition of this agreement in any instance shall not be deemed as a waiver of such term or condition for the future of any subsequent breach thereof. All remedies, rights, undertakings, obligations, or agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation, or agreement of either party.

O. Severability

If any provision of this agreement or any portion or provision hereof applied to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof, shall not be affected thereby.

P. Applicable Law

This agreement is made under and will be construed in accordance with the laws of the State of Ohio.

Q. Independent Contractor Status

During the term of any resultant agreement, the Vendor shall be engaged by the College solely on an independent contractor basis, and the Vendor shall therefore be responsible for all the Vendor's business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes including income and Social Security taxes and contributions for Workers' Compensation and Unemployment coverage, if any.

R. Ohio Ethics Law

By submission of a response, the Vendor certifies that no member, agent, or employee of the College has or will benefit financially or in any manner inconsistent with Ohio's Ethics laws, Revised Code Chapter 102, from any resulting agreement or contract. Any agreement or contract arising from this RFP may be terminated by the College if it is determined that any gratuities of any kind were either offered to or received by any of the College's officials, employees or families from the Vendor, his agent, or employees. Vendor further agrees to refrain from promising or giving to any College employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties.

S. Permits, Licenses, Taxes, and State Regulation

The Vendor shall obtain all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of the State of Ohio, its political subdivisions, and any other states or governmental subdivisions in which work under a resulting agreement or contract is performed. The Vendor must furnish appropriate certification of existence or certification of authority to conduct business in the State of Ohio (i.e. certificate of Good Standing) as a condition of award of agreement or contract. The certification of existence or certification of authority shall be obtained from the Secretary of State. If the Vendor becomes disqualified

from doing business in Ohio, it must immediately notify the College and cease performance hereunder until the disqualification is removed. The Vendor must notify the College of all address changes.

Owens State Community College
GENERAL SONOGRAPHY/VASCULAR ULTRASOUND EQUIPMENT
BID FORM

FEDERAL TAX ID NO. _____

VENDOR NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

PRINCIPAL OFFICER'S SIGNATURE: _____

NAME OF SIGNEE: _____

TITLE: _____

DATE: _____

VENDOR NAME: _____

PRICE SCHEDULE

EQUIPMENT	TOTAL PRICE	PAYMENTS/YR	LEASE PAYMENTS/YR
EQUIVALENTS:			
TOTALS:			