



Owens State Community College
Business Services Department
P. O. Box 10, 000
Toledo, OH 43699-1947
Telephone: (567) 661-2042

Dear Vendor:

The attached Request for Proposal (RFP) is being issued by Owens State Community College, Office of Business Services for Multi-Functional Machines and Services for the Perrysburg, Ohio and Findlay, Ohio Campuses.

All Vendors wishing to respond to this request must submit ten (10) copies of their response no later than 4:00 p.m. local time on October 16, 2009 to:

Owens State Community College
Office of Business Services
30335 Oregon Road
Perrysburg, Ohio 43551
Attn: RFP Multi-Functional Machines and Services
Christopher Bauerschmidt, Director of Business Services

Please clearly mark the submitted responses "Response to Request for Proposal" on the outside of the package.

Thank you for your participation.

Sincerely,

Christopher Bauerschmidt
Director of Business Services
Owens State Community College

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**REQUEST FOR PROPOSAL
OWENS STATE COMMUNITY COLLEGE
FOR
MULTI-FUNCTIONAL MACHINES and SERVICES**

SECTION 1.0 RFP OVERVIEW

1.1 Purpose

This Request for Proposal (RFP) as issued by the Office of Business Services for Owens State Community College is to solicit responses for Multi-Functional Machines and Services for the Perrysburg, Ohio and Findlay, Ohio Campuses.

The intent of the request is to consolidate services across the campuses and to establish one Vendor who could offer services with multi-functional machines that copy, fax, print, and scan documents for department needs.

1.2 Objectives

The Office of Business Services is seeking, multi-functional machines and services, including managed services, which are designed to meet the unique needs of each financial and academic department within the Campuses. These services should not only provide meeting the needs and provide financial reductions to the department, but will be able to show the increased efficiencies and cost savings that is provided with the Vendor change. These multi-functional machines must have network-ready equipment that's functional with Owens systems.

The Vendor that is selected must have had significant experience in the Higher Education and understands the budgetary and funding requirements that are mandated by the State of Ohio. This includes, but is not limited to, the biennial clause, which stipulates that basis of a State of Ohio agency contract.

The goal of this proposal is to procure an expert in the multi-functional machine and service that will provide direction and goals for the College, which will reduce overall costs for these services, within each department. The expectation for this relationship with the multi-functional machine and service Vendor is to save the College in excess of fifteen percent (15%) fiscally over current costs and to increase the efficiency of the services offered within each department.

SECTION 2.0 RESPONSE SUBMISSIONS AND INQUIRIES

Read all conditions as set forth in this RFP for a full understanding of the requirements.

2.1 Communications Restrictions

From the release of this RFP until a Vendor is selected and an agreement executed, Vendor shall not communicate with any Owens State Community College or Office of Business Services staff concerning this RFP except by the methods described herein. The Director of Business Services reserves the right to reject the response of a Vendor who attempts unauthorized communications with any member of the Owens State Community College or Office of Business Services staff.

The Owens State Community College, Office of Business Services reserves the right to clarify or modify the RFP through the issuance of written Addenda. Such Addenda may set forth changes, including, but not limited to, modification, addition to, or deletion of, several of the requirements and specifications set forth in the RFP. Copies of such addenda shall be provided to all parties who have responded to the RFP.

2.2 Clarifications and modifications

Any clarifications or modifications shall be transcribed by the Office of Business Services and placed on the Owens web site. All questions submitted will receive a written response from the Office of Business Services, which will be placed on the Owens Web site.

The Office of Business Services will not respond to telephone inquiries or visitations by interested Vendors or their representatives.

2.3 Response Submittal

Six (6) complete and signed copies of the response must be received from the Vendor no later than 4:00 p.m. local time on October 16, 2009. Responses shall be clearly marked "Response to Request for Proposal" on the outside of the package and delivered to:

Owens State Community College
Office of Business Services
30335 Oregon Road
Perrysburg, Ohio 43551
Attn: RFP Multi-Functional Machines and Services
Christopher Bauerschmidt, Director of Business Services

Responses must be signed in blue ink by an official of the Vendor's organization who is authorized to bind the Vendor to the provisions of the response. All

responses must address all requirements of this RFP. The Vendor's name must appear on the cover and on each page of the response. The response must follow the same subject format as the RFP, make specific reference to the RFP sections and subsections, and be tabbed according to sections.

It is essential that vendors carefully review all elements in their proposals. Once opened, proposals cannot be altered.

Responses received after 4:00 p.m. local time on October 16, 2009 will not be considered without Committee Chair and Director of Business Services approval. Requests for extensions of the closing date and time will not be granted.

Ohio Revised Code (O.R.C.) Section 9.24, prohibits the State from awarding a contract to any offeror(s) against whom the Auditor of State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of award. By submitting a proposal, Vendor warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. 9.24, prior to the award of any contract arising out of this RFP, without notifying Owens State Community College, Office of the Business Services of such finding.

2.4 Public Record and Trade Secrets Information

All proposals submitted shall become the property of Owens State Community College, Office of Business Services to use, dispose of, or, return to originator. The information submitted is considered restricted, confidential and exempt from disclosure because of contents which include trade secrets, financial statements, and income statements, as defined by 18 U.S.C. §1839. The successful bidder and any outline of services offered by the bidders of public record for the Multi-Functional machines and services contract will be available to any bidder following the legal notice of Award winner.

SECTION 3.0 CONTRACTUAL REQUIREMENTS

3.1 General

By submitting a response, the Vendor acknowledges that it has read the RFP, understands it, and agrees to be bound by its requirements, terms, and conditions, and further agrees that the contract, as defined herein, is the complete and exclusive statement of the agreement between the parties and supersedes all prior responses, oral or written contracts, and all other communications between the parties relating to the subject matter of the contract. The contract, unless otherwise provided herein, may only be modified in writing and signed by both parties. Owens State Community College, Office of Business services reserves the right to disqualify any response that takes

exception to or limits the rights of the College under the contract or fails to comply in any respect with this RFP.

3.2 Contract

The contract for this RFP as modified by any written addenda issued by Owens State Community College, Office of Business Services and the acceptable Vendor response, excluding any language that conflicts with the language of the RFP or limits the rights of the College. Collectively, the RFP, the written addenda and the Vendor response are referred to hereinafter as the "Contract". The order of precedence for resolving conflicts shall be in the following order: (1) RFP and (2) its addenda. The results of this agreement will be formed into a final agreement which will be endorsed by the College as well as the Vendor, following the laws and rules of the State of Ohio.

3.3 Projected Timeline

- 1) Solicitation of proposals.....September 28, 2009
- 2) Deadline for submitting written questions.....October 12, 2009
- 3) Deadline for submitting proposals.....4:00pm, October 16, 2009
- 4) Committee Review and Vender Presentation.....October 19, 2009
– October 30th, 2009
- 5) Award of Vender..... November 2, 2009
- 6) President's Council approval..... November 3, 2009
- 7) Execution of contract.....November 16,2009

As noted: The College reserves the right to move, modify or change any dates and times of this request for proposal and will provide the changes in a letter with the Owens web site at: <https://www.owens.edu/procurement/rfp.html>

3.4 Headings

The headings used in this RFP are for convenience only and shall not affect the interpretation of any of the terms and conditions of the Contract.

3.5 Authority/Time of Performance

The College may award and sign contracts with one or more qualified Vendor. Any Contract awarded hereunder shall be binding on both parties upon receipt by the Vendor of the fully executed Acknowledgment of Contract Award and will continue until June 30, 2011. After the expiration of the term of the Contract, the parties may, in writing, agree to two additional one-year or two-year terms, based on Vendor performance. The College may terminate this Contract as specified in Section 3.6 of the RFP.

3.6 Placements

The College shall have sole discretion in the placement of all multi-functional machines in the Perrysburg and Findlay campuses. The College reserves the right to base its decisions regarding machine assignment on various criteria, including the Vendor's understanding of the student, faculty and administration needs depending on what function and office is being reviewed.

3.7 Termination of Contract

The College may terminate the Contract for any reason including, but not limited to (1) default by the Vendor, or (2) the lack of need for the services as specified under the Contract, or (3) if the College deems it to be in the best interest of the State, or the Attorney General's Office. Default is defined as the failure by the Vendor to specifically perform in accordance with the specifications, terms, and conditions of the Contract.

If the College determines that the Vendor is in default under the Contract, the College will notify the Vendor. The Vendor shall have fifteen (15) days to cure the default after receipt of such notice. If the Vendor does not cure the default within fifteen (15) days, the College may terminate the Vendor and seek replacement collection services. The Vendor shall be responsible for any costs incurred by the College to engage replacement services. The Vendor agrees that any failure of the College to give prompt notice of a default does not constitute a waiver of any of the College's rights or remedies concerning any such default by the Vendor. Waiver by the College shall not be effective unless authorized in writing by the Secretary for Owens State Community College.

If the Vendor determines that the College has materially breached the Contract, the Vendor shall give written notice to the College and the College shall cure or contest the material default. If the material default is not cured within thirty days of receipt of the written notification, the Vendor may terminate the Contract.

The rights and remedies of the College set forth in this section shall be in addition to and not exclusive of any rights or remedies arising under the Contract or by operation of law. Furthermore, no delay or omission to exercise any right or option accruing to the College upon default by the Vendor shall impair any such right or option or be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by the College.

In the event that the College no longer needs the service or commodity specified in the Contract for reasons including, but not limited to, program changes, changes in laws, rules or regulations, or lack of funding, the College may terminate the Contract by serving the Vendor with written notice thirty (30) days prior to the date of termination.

The vendor may terminate the Contract, for any reason, after serving the College's, Director of Business Services with written notice ninety days prior to the date of termination.

3.8 No Additional Waiver Implied

If the College or the Vendor fails to perform any obligation or responsibility under the Contract and thereafter such failure(s) is (are) waived, such waiver shall be limited to the particular failure(s) waived and shall not be deemed to waive any other failure(s) hereunder. Waiver by the College shall not be effective unless in writing.

3.9 Vendor's Costs to Develop Response or to Fulfill Contractual Responsibilities

The College is not liable for any costs incurred by the Vendor(s) prior to or during the Contract, unless specified herein. All cost associated with the development of a response and in responding to this RFP is solely that of the Vendor and is not chargeable to the College under any resulting contract or in any other manner.

3.10 Assignment

The Vendor nor any rights, duties, or obligations described herein shall be assignable by the Vendor without the prior written approval of the College. The Vendor shall not delegate any duties or obligations to another party without prior written approval by the College.

3.11 Ohio Elections Law

Pursuant to Ohio Revised Code Sections 3517.13(I) and (J), a non-competitive bid contract for goods and/or services costing more than \$500.00 may not be awarded to any Vendor when the parties listed therein have made campaign contributions exceeding the amounts specified therein, within the time periods specified therein, to the campaign committee of the public official having the ultimate responsibility for the award of the Contract.

By submitting a response to the RFP, the Vendor affirms compliance with Ohio Revised Code Section 3517.13 and certifies that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

3.12 Drug-Free Workplace

Vendor agrees to comply with all applicable state and federal laws regarding drug-free workplace. Vendor shall make a good faith effort to ensure that all

Vendor employees will not purchase, use or possess illegal drugs or alcohol or abuse prescription drugs while engaged in any activity relating to this Contract.

3.13 Accounting Records

The Vendor and its Subcontractor shall keep all financial records and other documents related to the Contract in a manner consistent with generally accepted accounting procedures. All records and related documents shall be filed in a manner so that they are easily accessed and located. The Vendor and its Subcontractor agree to provide the College or its authorized agent with full access to examine documents, papers, and records involving the services to be performed under this Contract.

The College reserves the right to audit the financial and business records that are associated with the College accounts and related cash receipts of the Vendor and its Subcontractor to assure that proper reporting and remittance are submitted to the College. This audit may be performed by the College's internal audit staff, independent accountants as retained by the College, or the Auditor of State. The expense of such audit shall be at the cost of the College unless the audit establishes grounds for termination of the Contract. In such case, the costs of the audit shall be payable by Vendor.

The Vendor and its Subcontractor shall make its books and records available for inspection and audit during the period covered by the Contract and until the expiration of two (2) years after final payment under the Contract. The Vendor will be responsible for costs incurred for storing and providing these records. The Vendor acknowledges, in accordance with Ohio Revised Code Sections 149.43 and 149.431, that certain of these financial records may be deemed public records.

3.14 Permits, Licenses, Taxes, and State Registration

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 this 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. a certificate of Good Standing) as a condition of contract award. 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 advise the College of all address changes.

3.15 Ohio Ethics Law

By submission of a response, the Vendor certifies that no member, agent, or employee of the College's office has or will benefit financially or in any manner inconsistent with Ohio's Ethics laws, Revised Code Chapter 102, from any resulting contract. Any 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 the 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.

3.16 Compliance with Law

The Vendor agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. The Vendor accepts full responsibility for payment of all unemployment compensation insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all taxes or payroll deductions required for all employees engaged by the Vendor in the performance of the work authorized by the Contract. The Vendor must furnish evidence of workers' compensation insurance coverage.

Vendor agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. Vendor assumes all responsibility for any federal, state, municipal or other tax liabilities, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.

By submission of a response, Vendor certifies that all applicable parties listed in Division (I) (3) or (J) (3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of O.R.C. Section 3517.13.

By submission of a response, Vendor represents and warrants to the College that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to any organization identified by and included on the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization." Vendor further represents and warrants that it has provided or will provide such to Agency and/or the Ohio Business Gateway (see <http://obg.ohio.gov/DMA2007.shtml>) prior to execution of any Agreement.

3.17 Prime Vendor Responsibilities

The prime Vendor shall assume responsibility for all contractual activities offered in its response whether performed by the Vendor or its Sub-Vendors. Furthermore, the College considers the prime Vendor to be the sole point of contact with regard to all contractual matters. All collection activity shall be handled solely by the prime Vendor.

3.18 Use of Subcontractor

If part of the work under the Contract is to be subcontracted, responses to this RFP must include a list of Subcontractor, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning Subcontractor's organizational abilities. The College reserves the right to disapprove the use of Subcontractor and to require the primary Vendor to replace Subcontractor s found to be unacceptable. The Vendor must receive prior written authorization from the College to add or replace Subcontractor s. The primary Vendor is responsible for ensuring that any Subcontractor (s) adhere(s) to all provisions of the Contract.

3.19 Contract Payment Schedules

Payment schedules for any contracts entered into, as the result of this RFP, will be set by the College. Payments will be made and statements issued on a regular basis, weekly or monthly, at the College's option and will be based upon the information required and criteria set forth in Section 7.0 and Exhibit 2. The College will not be required to issue fee checks on weeks containing state holidays.

3.20 New Building Assignment

On occasion, the College will open or purchase a new(er) building and will require the prime Vendor to evaluate and advise the College on how the operation can maximize savings and efficiency. It is the prime Vendors responsibility to understand and be present, when asked at the furniture and equipment set up.

3.21 Publicity

The Vendor shall not state or imply in any manner, including in commercial advertising, that its services are endorsed or preferred by the College. The College may not be used as a reference for the Vendor, without the College's prior approval.

3.22 Responsibility for Claims/Agreement to Hold Harmless

The Vendor agrees to indemnify, including the costs of defense, and save harmless the College, its officials, agents, and employees from any and all liabilities, claims, losses, expenses, and damages of any nature resulting to any person, firm, corporation or property due to the wrongful or negligent malfeasance, misfeasance, or nonfeasance of the Vendor's employees, agents, and Subcontractors during the performance of the contract.

3.23 Equal Employment Opportunity

In carrying out the Contract, the Vendor and any Subcontractor or person acting on behalf of the Vendor or any Subcontractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, sexual orientation, Vietnam-era veteran status, ancestry, or national origin. The Vendor will ensure that applicants are hired, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability, sexual orientation, Vietnam-era veteran status, ancestry, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The Vendor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, sexual orientation, Vietnam-era veteran status, ancestry, or age. The Vendor will incorporate the foregoing requirements of this paragraph in all contracts for any of the work prescribed herein or to be performed in connection with the Contract and will require all of its Subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work. Vendor's facilities must meet the requirements of law to ensure accessibility to the disabled.

3.24 Governing Law/Severability

The validity and construction of, and performance under this RFP, and the resulting contract and the legal relations among the parties to the RFP and resulting contract shall be governed by and construed in accordance with the rules and laws of the State of Ohio.

If any provision of the RFP and resulting contract or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the RFP and resulting contract shall remain in full force and effect.

3.25 Restricted Use of Information

The Vendor shall at all times (during and subsequent to the Contract period) limit the use of financial information gathered for the College. The Vendor shall make no private use of such information in any manner. Violation of this section may result in the termination of the Contract and other actions available to the College under the law.

3.26 Confidentiality

The Vendor shall instruct its employees to use a high degree of care to keep confidential all information concerning the State of Ohio's client data, its business, its financial affairs, the relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the State of Ohio and stated in writing by the College to the Vendor.

3.27 State Records/Right to Recall

All records provided to Vendor by the College shall remain the property of the State. The College has the right to recall an account at any time for any reason. At the time of recall, all collection activity by the Vendor shall immediately cease. No reimbursements will be made by the College in the event of recall. However, the Vendor's commission may be paid, at the College's discretion, on payments received within ten (10) days of the recall. Returned accounts may be placed with another Vendor.

3.28 Travel Expenses/Support Services

The College shall pay its own travel expenses to the Vendor's site for audits and inspections, which are performed at the discretion of the College. If the Vendor requests that the College provide support services outside the scope of this Contract, the Vendor shall reimburse the College for all travel expenses. All training, information, and support services provided by the College will be provided at the College's primary location in Columbus, Franklin County, Ohio.

Vendor shall be responsible for all travel expenses associated with attending the College's training sessions and/or meetings.

3.29 All Materials Property of the College/Copyrighted Materials

The materials or proposals provided by the Vendor and any item produced under this Contract, including any documents, data, photographs and negatives, electronic reports or financial records, or other media, are the property of the College, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the materials or proposals, and the Vendor will not obtain copyright, patent, or other proprietary protection for the materials or proposals.

The Vendor will not include any copyrighted matter in any materials or proposals unless the copyright owner gives prior written approval to use such copyrighted matter.

3.30 Ohio Public Records Law

The College is subject to the requirements of the Ohio Public Records Law, §149.43 of the Revised Code. Accordingly, Vendors understand that information and other materials submitted in response to this RFP or in connection with a contract may be subject to disclosure as a public record, except to the extent the materials are protected from disclosure by applicable state and/or federal laws.

3.31 Conflicts of Interest

Vendor, along with its officers, members and employees, have no interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree the discharge and fulfillment of its functions and responsibilities under this Contract. Vendor agrees to periodically inquire of its officers, members and employees concerning such interests. Any person who acquires an incompatible, compromising or conflicting personal or business interest shall immediately disclose his or her interest to the College in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless the College shall determine that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

In accordance with Executive Order 2007-01S, Contracts certifies through its response that: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. Vendor understands that failure to comply with Executive Order No. 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio.

3.32 Unfair Labor Practice

Vendor shall not be on the most recent list established by the Ohio Secretary of State, pursuant to §121.23 of the Revised Code, which identifies Vendor as having more than one unfair labor practice contempt of court finding.

3.33 Job Vacancies

Vendor shall be in compliance with §4141.044 of the Revised Code that requires Vendors to provide a listing of all available job vacancies to the Ohio Department of Job and Family Services. This requirement does not apply when the Vendor is

filling the vacancy from within the organization or pursuant to a customary and traditional employer-union hiring arrangement.

3.34 Entire Agreement

This writing constitutes the entire agreement between the parties with respect to all matters herein. This Contract may be amended by a writing signed by both parties, or by subsequent amendments or addenda published by the College. However, it is agreed by the parties that any amendments to laws or regulations cited herein will result in a corresponding modification of this Contract, without the necessity for executing written amendments.

SECTION 4.0 RESPONSE FORMAT

4.1 Proposal Requirements

Proposals are to be prepared in such a way as to provide a straightforward, concise description of Vendor's capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are not necessary or desired. Emphasis should be on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness and clarity of content. Costs for developing proposals are entirely the responsibility of the Vendor and shall not be chargeable to the State. Errors or omissions may cause rejection of the proposal. Proposals from prospective Vendors must agree to all conditions contained in this RFP and must provide sufficient information to fully establish the Vendor's ability to satisfy all requirements and perform all of the actions, activities and functions described in this RFP.

4.2 Cover Letter

The cover letter shall be in the form of a standard business letter, on company letterhead, and shall be signed by an individual authorized to legally bind the Vendor. The letter shall list the name and telephone number of a contact person with authority to answer questions regarding the response and a contact person to be notified regarding contractual issues. Whenever possible, representatives within Ohio shall be used.

The letter shall affirm that the Vendor agrees to all terms of the RFP, and state that the Vendor understands that all materials submitted in response to the RFP are subject to Ohio's Public Records law. The letter shall confirm that the Vendor agrees to provide the social security numbers of its corporate officers, board of directors, general or limited partners, or owners if requested by the College, and that the Vendor agrees to a thorough background check of such companies and/or individuals.

4.3 Response Overview

The response overview must condense and highlight the contents of the response to provide a broad understanding of the entire response and summarize the services to be provided by the Vendor. The summary must include a description of how the Vendor will perform the requirements of the RFP and broadly discuss the Vendor's quality assurance program for ongoing review of their collection process.

4.4 Proof of Insurance, Fidelity Bond & Certification

This section shall contain proof (a copy of a current certificate) that a Vendor is covered by Workers' Compensation as required under Section 3.15 and show proof through a letter from an insurer authorized to do business in the State of Ohio.

Vendor shall also provide proof of certification of existence or certification of authority to conduct business in the State of Ohio in accordance with Section 3.13 of this RFP.

4.5 Vendor Profile

Vendor shall include necessary documentation to respond to the requirements set forth in Section 5.0 of this RFP.

4.6 Scope of Work Plan

Vendor shall include necessary documentation to respond to the requirements set forth in Section 6.0 of this RFP.

SECTION 5.0 VENDOR PROFILE

The College requires complete data from each Vendor in order to evaluate submitted responses and to determine which responses meet the requirements of the RFP. Each Vendor shall furnish a complete description of its capabilities in the field of multi-functional machines and services by providing the information requested with respect to each of the following required profile items:

5.1 Organization Description

A description of the organization, including any subsidiaries, with an organization chart, which identifies key positions, duties, and present personnel in place. Also provide the name and address of the Vendor, together with the names, and addresses of all principal officers, board of directors, general or limited partners, and owners.

5.2 Certification of Existence

Certification that it has been in the collection business for at least ten (10) years and detailing the extent of collection activity over these years.

5.3 Financial Documentation

The prospective Vendor's audited balance sheets, income statements, supporting notes, and any other relevant financial information for the past seven (7) years. If the balance sheets and income statements have not been audited, unaudited information will be accepted for consideration only if certified as to accuracy by the Vendor. If the prospective Vendor is a subsidiary, separate financial information of both the Vendor and the Vendor's parent company must be provided and must be stated separately.

5.4 Security

A description of the extent of the prospective Vendor's data and facility security programs. Indicate the procedures for the control of account access and confidentiality of account information.

5.5 Internal Audits

A description of any internal audit program used for the recording, checking and reporting of services performed, for the control of funds, and for ensuring data security.

5.6 Continuing Business Plan

A description of any plans the Vendor has for resumption of business in the event of a natural disaster, national emergency or pandemic flu.

5.7 Complaint Procedures

Description of the Vendor's process for addressing complaints against machines and service issues.

5.8 Company History

Attach a narrative description of the history of the company, including answers to the following questions (limit to three pages):

1. Why should your company be selected?
2. What can your company do for the College?
3. What distinguishes your company from others?

5.9 Insurance Policies

Provide a list of current liability insurance policies covering your organization, and provide bank references for both trust and operating accounts (if so established).

5.10 Equal Opportunity Profile

Provide a current Equal Employment Opportunity profile for your company. Such a profile must include the company's total number of employees, total number of minorities and women, a breakdown by sex, race, age, Vietnam veterans and disabled persons and note the percentage of minorities in management positions.

5.11 Ohio Location

Indicate what location that will be utilized within the State of Ohio to perform the duties under this RFP. Include the address of the location.

SECTION 6.0 SCOPE OF WORK

6.1 General Requirements

To assist the College in lowering the overall copy/faxing/scanning functional cost and provide for increase efficiency for all campuses.

6.2 Ability to Perform

The Vendor must establish and maintain adequate staff, facilities, and data processing services to perform the services required by the College to collect information needed to lower the cost of multi-functional machines and services.

The Vendor will do a phased plan, which will allow a departmental approach over the terms of the contract. The Vendor shall provide a technical work plan to demonstrate the manner in which it will accomplish the efficiencies and cost reduction services. This plan will need to be presented to the Business Services and the focus department being reviewed.

The College requires that any Vendor conducting business on his behalf be on the cutting edge of technology. Therefore, Vendor must demonstrate the capability to implement and utilize the most current and sophisticated technology available in the multi-functional machines and services industry.

Identify methods, equipment, and timelines the Vendor will use to establish the efficiency and cost reduction to the college. Include plans and layouts of floor plans indicating the structure of placement in each department at the College. Include any monitoring devices you may employ to ensure quality.

6.3 Project Controls and Reports

The Vendor shall indicate its plan for ensuring control of the project in compliance with this provision. The Vendor is required to submit to the College reports to establish the efficiencies of the multi-functional equipment and cost reduction for the College.

The Vendor will submit to the College monthly summaries of progress that outline the work accomplished during the reporting period; work estimated to be accomplished during the subsequent reporting period; problems brought to the attention of the Vendor(s); and notification of any significant deviation from previously agreed-upon work plans.

6.4 Customer Service

Vendors must conduct business in a manner that supports the College's goal of professional conduct. The College expects the Vendor to provide services to the public in a manner that will preserve or enhance goodwill between the public and the State of Ohio. Provide a summary of your customer service record and plan for assuring good customer service. In providing this information, please note that offering outstanding customer service to members of the public is a requirement of this RFP.

6.5 Cost Bid Proposal

The Vendor's response shall also include a cost bid proposal. The cost bid proposal will be required to include the Vendor's proposed price for performing the work as specified in this RFP and an acknowledgment of the College's customer service goals.

The College reserves the right to reject any bid or to request additional information to justify the ability of any Vendor to deliver the services for which the College is contracting.

SECTION 7.0 EVALUATION CRITERIA

7.1 A selection committee appointed by the Director of Business Services will evaluate the responses for this RFP. The selection committee reserves the right to reject in whole or in part any or all responses received at any time during the process.

The College reserves the right to contact the Vendor's references at any time during the evaluation process. If the College determines that any of the references provided cannot be verified or information obtained during the course

of the verification process negates the responsiveness of the Vendor's response, the College reserves the right to disqualify the Vendor's response.

The award of the Contract hereunder, if any, will be with one or more Vendors whose response(s) best meets the State's interests and needs based upon the evaluation criteria set forth below.

7.2 Evaluation Process

The College will initially determine whether the proposal conforms to the Response Format requirements set forth in Section 4.0 of the RFP. This includes confirming the inclusion of the following: a Cover Letter with appropriate representations as detailed in Section 4.2 of the RFP; a Response Overview; Proof of Insurance; a Vendor Profile; and a Scope of Work Plan.

The selection committee shall evaluate Vendors' responses based on skill, experience in distressed receivables collections; integrity in collection matters; related services; strong financial condition; absence of suits or complaints; customer service values; references; ability to maximize collections on non-performing delinquencies; the overall collection ability and expertise of the Vendor as reflected by the response, and price. Vendor's experience in the field of distressed receivables collection and other non-price related factors will be approximately equal in importance to price in evaluating each Vendor's proposal and determining who is most qualified at the lowest price.

The price submitted must be arrived at independently. No Vendor shall consult, communicate, or enter into an agreement with any other potential Vendor for the purpose of restricting competition. The Vendor cannot knowingly disclose prices quoted in the response directly or indirectly to any other potential competitor.

The College shall award contracts to the Vendor or Vendors who are the best qualified with the lowest price.

The College may award and sign contracts with more than one (1) Vendor for the contract period specified in Section 3.4 of this RFP. No award hereunder is effective until approved and fully executed by the College. After the expiration of the term of the contract, the parties may, in writing, agree to two additional two-year terms.

Every Vendor that is awarded a contract under this RFP must sign and return a Contract Acknowledgment Form within ten (10) days after receipt of the agreement for the Vendor's signature. If the agreement is not returned as stated, it will be just cause for the annulment of the award.

