



OWENS
COMMUNITY COLLEGE

OWENS STATE COMMUNITY COLLEGE

DEPARTMENT OF PUBLIC SAFETY

2020 FORD FUSION SE AWD

REQUEST FOR PROPOSALS

December 17, 2020

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**OWENS STATE COMMUNITY COLLEGE
ONE 2020 FORD FUSION SE AWD VEHICLE
REQUEST FOR PROPOSALS**

1.0 REQUEST FOR PROPOSALS PROCESS

1.1 GENERAL INFORMATION

Sealed proposals will be received by Owens State Community College for One (1) **2020 FORD FUSION SE AWD Vehicle** until **4:00P.M. January 25, 2021**.

All proposals should be clearly marked “**2020 FORD FUSION SE AWD PROPOSAL**” and addressed to Chief of Police/Director of Public Safety, Steven Harrison, Owens State Community College, P.O. Box 10000, Toledo OH 43699-1947. If you plan on dropping off your response in person or via courier service, go to Alumni Hall, Department of Public Safety, 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 Chief of Police/Director of Public Safety, Steven Harrison at the above address or by emailing steven_harrison@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 4:00P.M. January 25, 2021** to:

Chief of Police/Director of Public Safety, Steven Harrison
steven_harrison@owens.edu
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 a courier service, please deliver to:

Chief of Police/Director of Public Safety, Steven Harrison
Alumni Hall
Department of Public Safety
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 Department of Public Safety (DPS) is committed to providing a safe environment for the entire College community.

Department of Public Safety personnel control college traffic; patrol all campus parking areas, buildings and grounds; respond to reports of criminal and suspicious activity, emergency medical and fire situations; recover lost and found articles; provide assistance with vehicle jump-starts, lockouts and minor mechanical failures.

The Toledo-area Campus Department of Public Safety operates 24 hours, seven days each week. The Findlay-area Campus Department of Public Safety operates during all open campus hours. The staff includes full time Police Officers and full time Dispatchers.

2.0 REQUEST FOR PROPOSALS

2.1 SCOPE OF PROPOSALS

Owens State Community College seeks to purchase One 2020 Ford Fusion SE Vehicle.

Owens State Community College (herein after called Owens) is requesting a proposal for One 2020 Ford Fusion SE Vehicle.

A memorandum of agreement will be prepared between Owens and the successful vendor as a result of these proposals.

2.2 VENDOR REQUIREMENTS

- Provide evidence of the ability and history of successfully completing contracts of this type.

Provide references:

- Provide 3 most recent sales of Police Patrol Vehicles.
The references shall include:
 - Company/institution name
 - Contact name, title and telephone number
 - Contact's email address
 - Date of service/sale and performance

A. Provide evidence of financial stability for the past seven (7) years, such as audited balance sheets, income statements, supporting 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:

- Equipment specifications.
- Include delivery of materials, i.e., manuals, keys and related items.
- Completion of the bid form.
- Completion of the price schedule.

B. Multiple/Alternative Proposals

A proposer may submit multiple and/or alternative equivalent 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. Proposals will not be opened and read in a public forum. However, all submitted proposals and information included therein or attached thereto will become the property of the College and are considered as public record.

A proposer may submit written questions in order to clarify any matters relating to this Request for Proposals. The proposer's question and Owens' response will become public record.

D. Contact Office

Chief of Police/Director of Public Safety, Steven Harrison is the single point of contact and shall be the contact with regard to all aspects of this Request for Proposals. Respondents are not allowed to communicate with Owens employees, staff, faculty or officials regarding this RFP, except at the direction of the Owens contact. Any unauthorized contact will disqualify the vendor from further consideration of this RFP and any future RFP events of same nature.

E. 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.

F. Execution of Agreement

If a vendor does not execute an agreement within thirty (30) 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.

G. Contractor'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.

H. Assignment

Neither the Contract 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.

2.4 SELECTION CRITERIA

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

- Quality and cost of equipment, as required by the RFP.
- Delivery time
- It shall be Owens’ sole discretion on valuation of the award.

2.5 PROJECTED TIMELINE

Solicitation of proposals	December 17, 2020
Deadline for submitting written questions	January 11, 2021
Deadline for submitting proposals	January 25, 2021
Internal review and identify finalist(s).....	January 27, 2021
Board of Trustees approval	February 2, 2021
Execution of contract	February 5, 2021

3.0 GENERAL TERMS AND CONDITIONS

A. Indemnification

Vendor agrees to indemnify the College, its governing board, officers, employees, agents, students and the State of Ohio from and against any and all costs, losses, 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

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

The College is prohibited, pursuant to §9.24, from contracting with any Vendor against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is unresolved. Contractor warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. 9.24. If the warranty is deemed to be false, this Contract is void *ab initio* and the Vendor must immediately repay to the College any funds paid under this Contract. If at any time during the RFP process the Contractor appears on the Auditor's Findings for Recovery Database, such Vendor's response shall be disqualified and any contract award rescinded.

E. Suspension or Debarment

Vendor certifies that it is not suspended or debarred by the Federal Government or 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 and 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, ordinances 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 Educational Rights and Privacy Act (FERPA)
- Gram-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

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 ORC Section 125.111. 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 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 facilities must meet the requirements of law to ensure accessibility to the disabled.

I. Campaign Contributions.

Vendor hereby 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.

J. Conflict of Interest

Vendor acknowledges that no conflict of interest exists between the 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 conflicting personal interest as of the date the services begin must immediately disclose such interest to the College in writing. Vendor will not participate in any action affecting the services of this Agreement unless the College has determined that such participation would not be contrary to the public interest.

In accordance with Executive Order 2007-01S, Vendor 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.

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, R.C. § 149.43 and Ohio law 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 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 by 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 or 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 applicable 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, shall not be affected thereby.

P. Tax Exemption

Owens Community College is tax-exempt. An exemption certificate will be furnished upon request

Q. Independent Contractor Status

During the term of a 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 Compensation 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 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. Contractor 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 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.

T. FOB Destination

Proposals shall be based on delivery to the College. College will not pay delivery fees.

SECTION 8 Signature and Agreement to College Rights and Conditions

It is required that your proposal include the following acknowledgements signed by either the owner or an officer of your firm.

- 8.1 College Rights and Conditions Acknowledgement Circle One
1. Does respondent acknowledge and agree to: Yes No
 - Submission Deadline and Certain College Rights (Section 2.5)
 - Projected Timeline (Section 2.5)
 - General Conditions (Section 3.0)

 2. Do you acknowledge that all submitted proposals and information included therein or attached thereto are considered as public record upon delivery to the College? Yes No

 3. Do you agree to comply with all applicable federal, state and local laws, rules, regulations, or ordinances and shall hold the College harmless from any liability from failure of such compliance? Yes No

 4. Do you certify that none of your directors, principal officers or employees are employed or affiliated with the College? If no, please provide their name(s) and title(s). Yes No

 5. Do you certify that you /your firm can maintain an independent and objective assessment of proposals subsequently received from the ESCOs? Yes No

By: _____
Signature

Printed Name

Title

Company

Date

SECTION 4.0 BID FORM

**OWENS STATE COMMUNITY COLLEGE
ONE 2020 FORD FUSION SE AWD VEHICLE**

BID FORM

FEDERAL TAX ID NO. _____

VENDOR NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

PRINCIPAL OFFICER'S SIGNATURE: _____

NAME OF SIGNEE: _____
(Please Print or Type)

TITLE: _____

DATE: _____

4.1 PRICE SHEET

DATE: _____

VENDOR NAME: _____

PRICE SCHEDULE

ONE 2020 Ford Fusion SE AWD

BASE PRICE _____ +

Equipment:	UNIT COST	TOTAL
Engine: EcoBoost 2.0L GTDi DOHC		
All Standard and included Equipment		
Front License Plate Bracket		
6-Speed Automatic Transmission		
All Wheel Drive		
Rear View Camera		
Remote Keyless Entry Key Fob w/o Key Pad		
Total SIX Keys		
Reverse Sensing System		
Interior: Ebony		
Exterior: White Platinum		
Ford ESP Extra Care Warranty, 5 Year / 125K Miles, \$0 Deductible ⁱ		
Factory to Dealer Destination Charge		
Title Fee		
Temporary Tag		
TOTAL =		

ⁱ Warranty cost should be included in the bid price but is subject to final approval.