OWENS STATE COMMUNITY COLLEGE

REQUEST FOR PROPOSAL

FOR

FLEET COPIER/PRINTER PROGRAM

November 2, 2026

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SECTION 1.0 Overview and Objectives

1.0 Objectives of this RFP and the Role of the Contractor

Owens State Community College (**College)** is utilizing this Request for Proposals (RFP**)** to solicit and engage **Cost-Per-Copy/Print Program.** It is intended that the successful Contractor (the **Contractor)** will service and provide multi-functional devices for the purpose of copy, fax, printing and scanning to the College as more fully described in this RFP. Sealed proposals will be received until December 7.

1.1 College 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 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.

Owens State Community College now has two campuses: the Toledo-area campus located in Perrysburg Township, Ohio and the Findlay-area campus located in Findlay, Ohio.

Owens offers associate degrees that transfer to baccalaureate degrees in the Arts and Sciences and over 130 technical program areas in Agriculture, Business, Health Sciences, Public Safety and Emergency Preparedness, Skilled Trades, and Engineering and Transportation Technologies. Owens' students also can earn the first two years of a bachelor's degree with a smooth transfer to any area four-year college or university.

Owens State Community College has approximately 7,800 students, 136 full-time faculty, 460 adjunct faculty, along with 349 full-time staff and 18 part time staff.

1.2 Project Description

Owens State Community College is soliciting proposals from qualified Contractors to provide multi-functional devices for the purpose of copy, printing, fax, and scanning and printers to Campuses for a "Document Management/Cost-Per-Copy Program".

This program is a continuation of our current cost per copy program that was instituted in July 2010. The program is to create a comprehensive document management approach in order to standardize equipment, reduce cost and create efficiencies across the entire campus. This program will include, but is not limited to: Multifunction Devices (MFD' s), copiers (black & white and color), Multifunction Printers (MFP's), laser printers (black & white and color), networked and non-networked devices.

The successful contractor shall provide the equipment, maintenance and all consumable supplies (i.e. toner, developer, fuser oil, staples - paper is excluded). The successful contractor shall be responsible for upgrading equipment as needed during the length of this agreement to keep the College at the forefront of technology.

This contract will be for the Toledo area and Findlay campuses. However, the contract may be extended to other areas managed or owned by the College if deemed necessary during the term of the contract.

1.3 Copy/Print Devices

Currently, the College has 165 devices included in our program located on the Toledo campus and 28 devices located on the Findlay campus. The number of copies made per year is approximately 1.5 million of which approximately 70% are black and white. Exhibit A is a complete list of devices currently installed and operating across the College's Toledo area and Findlay campus.

It is the desire of the College to further reduce the number of devices in keeping with the closing and repurposing of several buildings on campus. Most notably Bicentennial Hall and Health Technologies buildings, which are already closed and scheduled for demolition, and Founder's Hall which the College is planning to vacate of staff by Summer 2027.

1.4 Network Services Environment

Owens Community College maintains a campus-wide robust Ethernet Local Area Network (LAN) consisting of single and multi-mode fiber and CAT 5/5e/6/6A twisted-pair copper. The most densely populated areas are serviced by a 10 GB network backbone and the remainder utilizes a redundant 1 GB network backbone. All buildings and IDFs on campus are inter-connected via fiber optical cable and the remote campus locations including Findlay, are connected to Toledo via redundant, 1 GB Ethernet connections provide by Telesystem. Classroom/office connections to the backbone are accomplished via l000Base-T (Gigabit Ethernet) data jacks consisting of two data (orange) and one voice (ivory) RJ-45 modules per jack. Devices communicating on the Owens networks must support TCP/IP version 4 protocols including DNS and DHCP. The campus also supports a wide range of desktop clients including Microsoft Windows 10 and macOS X. Hand-held devices (smart phones and tablets) running the Apple IOS and Google Android operating systems are also supported.

1.5 Papercut MF

Printing in the academic classrooms and computer labs on the Owens Community College Toledo and Findlay campuses is managed via Papercut MF. Responses to this RFP must include equipment (printers, copiers, multi-function devices) that is compatible with Papercut and its services. This includes three (3) print release stations for use by students located in the College Hall library, the Math/Science Building main corridor, and the Findlay Education Center atrium.

1.6 Additional Requirements and Terms of Service

A. The above-mentioned services are expected to begin as soon as practical once a contract is signed and equipment can be installed prior to the March 2027 expiration of our current lease.
B. During the term of any contract resulting from this RFP, the Contractor shall be engaged by the College solely on an independent contractor basis, and the Contractor shall therefore be responsible for all the Contractor'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.

SECTION 2 Submission Procedures and Reservation of Rights

2.0 Submitting Proposals

Interested firms should submit two (2) hard copies and one (1) electronic copy, (preferably in PDF or Microsoft Word format emailed to david_wahr@owens.edu) of their proposal **not later than December 7, 2026**:

David Wahr, Director
Business Operations, Business Affairs
Owens State Community College
30335 Oregon Rd
Perrysburg, OH 43551

Note: If you wish to submit your proposal in person or via a courier service, deliver to:

David Wahr, Director
Business Operations, Business Affairs
Owens State Community College
Administration Hall, Suite 112
30335 Oregon Road
Perrysburg, OH 43551

Each Proposal must be submitted in an envelope marked Owens Community College **Cost-Per- Copy/Print Program.**

The subject line of any e-mail must read: **Cost-Per-Copy/Print Program RFP**

REQUIREMENTS FOR SUBMITTING A PROPOSAL: Proposals should be as thorough and detailed as possible so that the College may properly evaluate the Contractor's capability to provide the required services. The Contractor must clearly state in the proposal any exceptions to or deviations from the specifications or terms and conditions. The College is not liable for any costs an offeror incurs in responding to this RFP or for participating in the evaluation process, regardless of whether the College awards the contract through this process, cancels, or reissues this RFP for any reason, or contracts for the work through some other process or through another RFP.

Contractors are required to submit the following items or information:

A. Respond in order to all of the items listed in Section 3 of the RFP and provide written narrative responses to each of the proposal requirements.
B. Provide a cost proposal in the form provided by the College as required in Section 3.
C. Return of completed Attachments and forms including:

    1. Contractor's Acknowledgements signed and completed as specified,
    2. Bid Form, signed and completed as specified. This document includes the name, title and telephone number of Contractor's authorized agent with authority to bind the firm and answer official questions concerning the offeror's proposal, and
    3. Offshore Services form.

D. State any exceptions to or deviations from the specifications or terms and conditions in this RFP, including the Sample Contract. All specifications or terms and conditions not identified as an exception are considered accepted by the Contractor. Failure by any offeror to complete, sign (if applicable), and submit these required materials with their proposal may result in rejection of the proposal as being non-responsive and disqualified from further consideration. The College reserves the right to not review any submitted materials that include information or materials not required in the RFP.

2.1 Late Submissions

Contractors are solely responsible for delivery of Proposals to the location designated in Section 2.1 on or before the closing date and time specified in Section 2.1. Any Proposal or revision or amendment thereto received after the date and time specified or improperly marked or submitted must be disqualified. Price corrections may only be made before the closing date and time specified in Section 2.1.

2.2 Closing Date Extensions

Requests to extend the closing date will not be granted unless the College determines, in its sole discretion, that extending the deadline is in the best interest of the College. Notice of any extension will be announced on the College's web site at the following address https://www.owens.edu/procurement/rfp.

2.3 Inquiries

Any questions regarding this RFP should be submitted to the College via email with the subject line of **FLEET COPIER/PRINTER PROGRAM** RFP to: David Wahr (david_wahr@owens.edu).

2.4 Response to Inquiries

Contractor understands and agrees that the Contractor has a duty to inquire about or request a clarification of any RFP description or question that the Contractor does not fully understand or believes to be ambiguous. The College will respond to inquiries promptly. The College's response will be on the web site at the following address https://www.owens.edu/procurement/rfp. **The deadline for submission of written questions is** 1:00PM(EST) on **November 24, 2026.** Questions and answers will be posted to the College's web site no later than **November 30, 2026** by the close of the business day.

2.5 Additional Information

As part of the RFP process, the College has attempted to provide all relevant information to prospective Contractors. Contractors should prepare their Proposals based on the information provided. However, a Contractor may include or reference additional information not provided in this RFP that it considers pertinent to its Proposal. The College reserves the right to not review any submitted materials that include information or materials not required in the RFP.

2.6 Reservation of Rights

The College reserves the right to:

a) Reject any and all proposals, in whole or in part, received in response to this RFP;
b) Accept more than one proposal, in whole or in part, received in response to this RFP;
c) Waive any informality in proposals received whenever such rejection or waiver is in the best interest of the College;
d) Use a value-based selection process;
e) Contact any, all, or none of the Contractors to request information or to seek clarification of their Proposal;
f) Postpone or cancel the award or execution of a contract for any reason prior to contract execution; and
g) Negotiate any and all final terms of the Proposal, including price. It is entirely within the discretion of the College to permit negotiations. A Contractor must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal. The College is free to limit the negotiations to particular aspects of any Proposal, to limit the Contractors with whom the College wants to negotiate, and to dispense with negotiations entirely.

2.7 Terms and Conditions

By submitting a Proposal, the Contractor agrees to all of the terms and conditions set forth herein, including the Sample Contract. Proposals may not include any terms or conditions in conflict with those set forth herein. Contractor shall state any exceptions to or deviations from the specifications or terms and conditions in this RFP. All specifications or terms and conditions not identified as an exception are considered accepted by the Contractor.

2.8 Approval by Board of Trustees

Final contract award is subject to approval by College's Board of Trustees.

2.9 Addenda

Should the College choose to amend this RFP prior to the closing date, as the result of an inquiry or for any other reason, a notice will be posted on the web site at the following address https://www.owens.edu/procurement/rfp. It is the responsibility of each Contractor to check for announcements, addenda, and other current information regarding this RFP.
Addenda will be posted on the College's website at https://www.owens.edu/procurement/rfp.

2.10 Multiple Proposals

The College will accept multiple Proposals from a single Contractor, but the College requires each such Proposal be submitted separately from every other Proposal the Contractor makes. Additionally, the Contractor must treat every Proposal submitted as a separate and distinct submission and include in each Proposal all materials, information, documentation, and other items this RFP requires for a Proposal to be complete and acceptable. No alternate Proposal may incorporate materials by reference from another Proposal made by the Contractor or refer to another Proposal. The College will judge each alternate Proposal on its own merits.

SECTION 3 Proposal Contents

3.0 Contractor Cover Letter and Profile

Each Proposal must:

1. Include a cover letter.

   The cover letter accompanying the Proposal must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the Contractor. The cover letter will provide an executive summary of the solution the Contractor plans to provide. The letter must also include the following:
   a. Include a profile of Contractor which includes:
      i. A description of Contractor's relevant capabilities and skill sets;
      ii. A list of key personnel that will be assigned to this project, with a discussion of their roles and experience and copies of their biographies;
      iii. Biographies of the firm principals who will be responsible for this project;
      iv. A description of Contractor's experience with projects of comparable size and scope;
      v. A description of any similar work that has been performed for the state of Ohio, other governmental entities, or a college or university;
2. Information about any relevant services or products listed on the State Term Schedule, Master Maintenance Agreement, Inter-College Council Purchasing Group, or other similar cooperative purchasing arrangements with a governmental entity;
3. A list of three (3) references of present or previous clients, including full addresses, email, and telephone numbers of the contract administrator for each client.

The references must relate to work that is current or completed within the past five (5) years. Include duration and extent of service in the operation.

4. Provide responses to the proposal scope of work and deliverables as described in this Section 3 of the RFP.
5. Provide a certificate of insurance detailing present coverage and limits.
   Contractor must meet the insurance requirements detailed in Section 3.2, below.
6. Completed Attachments as required in this RFP.
7. Disclose whether offeror or any proposed subcontractor has received a formal claim for breach of contract.
   For purposes of this disclosure, "formal claims" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. If any such claims are disclosed, our company shall fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration or mediation regarding those claims, including terms of any settlement.
8. Provide a list of proposed subcontractors to be used.
   For each proposed subcontractor, the Contractor must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:
   a. The subcontractor's legal structure,
   b. Federal tax identification number, and
   c. Principal place of business address;
   d. The name, phone number, fax number, e-mail address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations;
   e. A description of the work the subcontractor will do and its experience on comparable projects;
   f. A commitment to do the work if the Contractor is selected;
   g. A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP;
   h. A statement that the subcontractor will maintain any permits, licenses, and certifications required to perform the work.
      Include a completed Contractor Affirmation and Disclosure Form. Contractor affirms to have read and understands Executive Orders 2019-12D and 2022-02D and shall abide by those requirements in the performance of the contract. The Contractor must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Contractor understands and will meet the requirements of these Executive Orders.
      https://dam.assets.ohio.gov/image/upload/procure.ohio.gov/pdf/EO2022-02D/04-Affirmation%20and%20Disclosure%20Form_3-4-22.pdf

3.1 Insurance

Contractor shall be required, at its own cost, to procure and continue in force at all times that any contract resulting from this RFP is in effect, in its name, general liability insurance against any and all claims for injuries to persons or damage to property occurring or arising out of Contractor's obligations set forth herein. Such insurance shall at all times be in an amount not less than [Five

Hundred Thousand Dollars ($500,000)] on account of bodily injury to or death of one person, and [One Million Dollars ($1,000,000)] on account of bodily injuries or death of more than one person as a result of any one accident or disaster, and [Two Hundred Fifty Thousand Dollars ($250,000)] for property damage in any one accident. Such insurance shall be written by a company or companies authorized to engage in the business of general liability insurance in the State of Ohio with [an A.M. Best rating of at least "A"] or be otherwise approved in writing by the College. Any insurance policy required hereunder shall include an endorsement naming the College and the State of Ohio as additional insurers. Prior to the effective date of any contract resulting from this RFP, Contractor shall provide the College with (i) a copy of such endorsement and (ii) a certificate reflecting the coverage of the policy, each in a form acceptable to the College in its sole discretion.

3.2 Scope of Work and Deliverables

Contractors must provide a detailed description of Contractor's proposed approach for providing the services requested by this RFP.

3.3 Scope of Proposals

1 Proposals based on a per copy price, which is based on the equipment, maintenance and all consumable supplies with the exception of paper and staples, will be preferred. Exhibit A is a detailed list of devices in the current program.

The College will also entertain proposals which include or are based on lease and/or purchase of equipment. This includes proposal of utilizing the College's current equipment which may be purchased by the College at the conclusion of the current lease (March 2027).

2 Describe your solution for providing an efficient monthly-automated meter reading. The meter reading solution should have the ability to produce an electronic file for the purpose of billing for usage by individuals and allocating the cost back to College departmental budgets. File should be sent to College by the third (3rd) business day of the month.

3 Describe the process of establishing individual codes and removal of individual codes.

4 The College still maintains and uses eight (8) FAX lines currently included in MFD devices. Proposals should provide a solution to keep and/or upgrade these.

5 The program will include repairs and maintenance of equipment and consumable supplies. Describe the process for placing a service request and replenishment of supplies, including information on service times and service technician's qualifications.

6 Responses to this RFP must include equipment (printers, copiers, multi-function devices) which supports connectivity to the Papercut MF print release station. See section 1.5 for additional information.

7 The program should incorporate best practices into energy efficiency and conservation standards with performance measurements. Describe how your company would project energy savings and disposal of consumable waste throughout the term of the contract.

8 The Contractor will provide quarterly reports. The reports shall be separated by unit and include the following:

A. Current month and average monthly usage for the contract period to date;
B. Number of service calls per unit per month;
C. Average response time to service calls;
D. Average downtime per service call;
E. Details of major service problem; and
F. Location of device.

9 Provide a transition plan and timeline for office areas, common area, computer labs and classrooms.

10 During the installation phase of the contract, contractor is required to meet weekly with the College to discuss items such as equipment, timeline, issues, etc. After the installation phase required meeting will be reduced monthly or quarterly as determined by the College.

3.4 Contractor 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 three professional references where the respondent has successfully provided this service. Respondent must clearly identify the following for all references: Company/institution name Contact name, title and telephone number Contact's email address Date of service and performance Brief summary of service provided.

C. Provide evidence of financial stability for the past five (5) years, such as audited balance sheets, income statement, supporting notes and any other relevant information or unaudited financial information that is certified as to accuracy by the Contractor.

3.5 Owens State Community College Responsibilities

Owens State Community College will provide at a minimum the following to the successful Contractor:

A. The College will maintain the premises, including all fixtures, machinery, roofs, boilers, HVAC, parking lot and other building apparatus in good repair, condition and working order.

B. The College will pay all utility costs, and be responsible for snow removal when the College is open.

C. The College will provide reasonable access to parking spaces within College owned parking lots.

D. The College shall maintain fire and casualty insurance on the building only.

3.6 Contractor Specifications of Deliverables

The selected contractor will be responsible for the Deliverables described herein, including all preparatory and intervening steps, whether or not the College has explicitly specified or delineated them within the RFP. In developing their proposals, all offerors must fully and appropriately plan and cost out their proposed projects, including all necessary preparatory and intervening steps.

3.7 Cost Proposal

Offerors are to submit a cost proposal. In the cost proposal, interested Offerors are to price the services defined in the Scope of Proposals. In calculating their total proposed fee, Offerors must consider costs resulting from each deliverable listed, as well as all program, preparatory, primary, and incidental costs necessary to complete all activities (whether explicitly identified by the College in this RFP or not.)

SECTION 4 Projected Timeline

4.1 Projected Timing

Solicitation of proposals	November 2, 2026
Campus Visit/Walk Through (optional)	ON YOUR OWN (contact David Wahr to schedule time)
Deadline for submitting written/verbal questions	November 24, 2026
Deadline for submitting proposals	December 7, 2026
Internal review and identify finalist(s)	December 11, 2026
Vendor Interview/Presentations	TBD based on scheduling.
Proposed contract start date	As soon as practical after contract signing (current equipment lease expires in March 2027).

4.2 Changes to Projected Timing

The College may, at any time and in its sole discretion, adjust the dates listed above. The College shall incorporate any schedule changes according to the processes identified in Section 2.

While the RFP dates are subject to change, Contractors must be prepared to meet them as they currently stand. Any failure to meet a deadline may result in the College, in its sole discretion, refusing to consider the Contractor's Proposal.

A. Contractor's references, experience and availability;
B. Experience, qualifications, and biographies of the personnel assigned to this project;

C. Recommended approach to providing the items and services requested;
D. Quality and adequacy of Proposal (completeness, responsiveness, clarity and creativity);
E. Capacity of Contractor to complete the work contemplated in the Proposal;
F. Financial strength and capacity of the organization; and
G. Reasonableness of proposed cost.

The College reserves the right to weigh these factors at its sole discretion.

SECTION 5 Evaluation and Award

5.0 Evaluation

The award of a contract hereunder, if any, will be with a Contractor whose Proposal(s) best meet the College' s interests and needs based upon the evaluation criteria set forth below.
College personnel through an evaluation committee will review all Proposals based on the evaluation criteria listed below: 16

5.1 Interviews, Presentations and Demonstrations

The College may require a Contractor to interview with it regarding its Proposal. Such presentations, demonstrations, and interviews provide the Contractor with an opportunity to clarify its Proposal and to ensure a mutual understanding of the Proposal content. The College shall not be responsible for any costs incurred by Contractor in preparing for or making such presentations or demonstrations. These presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of the College. This phase of the evaluation is not an opportunity for the Contractor to engage in any negotiations over the form of the Proposal or required scope of the work.
The evaluation committee will not numerically rank interviews, demonstrations, and presentations. Rather, the evaluation committee may decide to revise existing Proposal evaluations based on the interviews, demonstrations and presentations.

5.2 Rights Reserved

The College may, at any time and in its sole discretion, request additional information or seek clarifications to assist in the review process, reissue the RFP and request new Proposals from interested parties, or reject all Proposals if it determines that it is in the College's best interests to do so.

5.3 Disqualification

Misleading, inaccurate, or incomplete information will be grounds for disqualification of a Proposal at any time in the evaluation process. The College reserves the right to reject any and all Proposals, in whole or in part.
At any time, College may review the offerors or their key team members and subcontractors to ensure that Offeror is responsible. College may reject any Proposal when an Offeror, or its subcontractor, is determined not to be responsible. College’s determination of an Offeror’s responsibility may include the following factors: demonstrating acceptable proof of proper experience, financial condition, insurance, conduct and performance on previous contracts, which shall include compliance with regulatory agencies, history of accidents and illness rates, safety training, references, licensing, and facilities and personnel, ability to execute this contract

properly, and management skills. College will make such determination of responsibility based on the Offeror's proposal, reference evaluation, and any other information College requests or determines to be relevant.

5.4 Contract Negotiations

The final phase of the Proposal evaluation process may be contract negotiations. It is entirely within the discretion of the College to request negotiations with one or more Offeror. A Contractor must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal or any resulting contract. The College is free to limit negotiations to particular aspects of any Proposal, including cost, to limit the Contractors with whom the College negotiates, or to dispense with negotiations entirely. The College will schedule all negotiations.
The College may determine during negotiations that it is no longer reasonably likely for a Contractor to be awarded a contract pursuant to this RFP. If the College makes this determination, the College will notify the Contractor in writing of its determination to terminate negotiations. The College may re-evaluate which of the remaining Contractors are reasonably likely to be awarded a contract under this RFP and begin negotiations with a new Contractor and/or continue negotiations with other Contractors.

5.5 Best and Final Offer

If best and final offers (each, a **"BAFO")** are requested by the College, they may be submitted only once, unless the College determines that it is in the College's interest to conduct additional negotiations. In such case, the College may require another submission of BAFOs. Otherwise, discussion of or changes in the BAFOs will not be allowed. If a Contractor does not submit a BAFO, the Contractor's previous Proposal will be considered the Contractor's BAFO.

5.6 Award and Contract

After completing the evaluation process set forth in this Section *5,* the evaluation committee may make a recommendation for award. Price will not be the sole factor in determining an award. Final contract award is subject to approval by the Board of Trustees.
The College may award a contract to one or more Contractors for an initial two-year period beginning the date the contract is signed. The contract may include optional renewal terms of two (2) two (2) year periods. The beginning and expiration dates and the option(s) to renew shall be in the College's sole discretion. No award is effective until it is approved as set forth herein and a resulting contract is fully executed by the College.
Included to this RFP is a sample contract for this RFP. The Contract will bind College only after duly executed by the College and the selected contractor's authorized representative, and the College has issued a purchase order.
If the College awards a contract pursuant to this RFP and the Offeror is unable or unwilling to perform the work, College may cancel the Contract, effective immediately on notice to the Offeror. The College then may return to the evaluation process under this RFP and resume the process without giving further consideration to the originally selected Proposal. Additionally, College may seek such other remedies as may be available to the College in law or in equity for the selected offeror's failure to perform under the contract.

SECTION 6 General Terms and Conditions

By submitting a Proposal, the Contractor agrees to all of the terms and conditions set forth in this RFP, including the terms and conditions in this Section and as attached in the Sample Contract. Proposals may not

include any terms or conditions in conflict with those set forth herein. In their Proposals, Contractors shall state any exceptions to or deviations from the specifications or terms and conditions in this RFP. All specifications or terms and conditions in this RFP not identified as an exception are considered accepted by the Contractor.

6.0 A. Indemnification

Vendors are prohibited from including provisions in their proposals that require the College to indemnify, hold harmless, or pay attorney's fees to Contractor, as these provisions does not meet the requirements of State.

6.1 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.

6.2 Contract 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.

6.3 Unresolved Findings

The College is prohibited, pursuant to O.R.C. 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.

6.4 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.

6.5 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.

6.6 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; and
- 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 O.R.C. Chapter 4115.

6.7 Public Records

It is understood by the parties that College is a state community college, created pursuant to R.C. Chapter 3358, and is subject to the Ohio Public Records Act, O.R.C. 149.43, et seq., and that any record kept by College that is deemed a public record is subject to release if a proper request is made. Following submission to College, all Proposals submitted may become part of the public record. 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, O.R.C. 149.43 and Ohio law and Vendor consents to such disclosure. It is the sole responsibility of the offeror submitting a Proposal to remove all personal confidential information of Offeror staff and/or of any subcontractor.

6.8 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.

6.9 Tax Exemption

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

6.10 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.

6.11 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.

6.12 FOB Destination

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

SECTION 7 Respondent Acknowledgements

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

	7.0 College Rights and Conditions Acknowledgement	**Circle One**	
1.	Does respondent acknowledge and agree to: • Submission Deadline (Section 4.0) • Certain College Rights (Section 2.6) • Projected Timeline (Section 4.0) and • General Conditions (Section 6.0)	Yes	No
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 8 Bid Form

OWENS COMMUNITY COLLEGE
FLEET COPIER/PRINTER PROGRAM RFP
BID FORM

FEDERAL TAX ID NO.: _____

VENDOR NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____

PRINCIPAL OFFICER'S SIGNATURE: _____

NAME OF SIGNEE: _____

DATE: _____

Appendix A –Equipment and Print Information

All devices are currently Sharp models with the exception of one HP used for check printing in the Controller's Office.

Three devices are "Papercut" devices for general student use.

Campus	Room Number	Building	Model
Toledo	AD Controller's Office hallway	Administration Hall	MX-2651
Toledo	AD175	Administration Hall	MX-2651
Toledo	AD268	Administration Hall	MX-2651
Toledo	AD226	Administration Hall	MX-3071
Toledo	CH154	Administration Hall	MX-3071
Toledo	AD223	Administration Hall	MX-5071
Toledo	AD243	Administration Hall	MX-B427PW
Toledo	AH134	Alumni Hall	MX-2651
Toledo	AH142	Alumni Hall	MX-2651
Toledo	Storage	Alumni Hall	MX-3051
Toledo	CH138	Alumni Hall	MX-B427PW
Toledo	Storage	Alumni Hall	MX-B427PW
Toledo	Storage	Alumni Hall	MX-B427PW
Toledo	Storage	Alumni Hall	MX-B427PW
Toledo	Storage	Alumni Hall	MX-C407P
Toledo	CEP102	Center for Emergency Preparedness	MX-2651
Toledo	CEP121	Center for Emergency Preparedness	MX-2651
Toledo	PA231	Center for Fine and Performing Arts	MX-B427PW
Toledo	PA206	Center for Fine and Performing Arts	MX-C407P
Toledo	PA118AA	Center for Fine and Performing Arts	MX-2651
Toledo	PA205	Center for Fine and Performing Arts	MX-2651
Toledo	PA 2nd floor 206	Center for Fine and Performing Arts	MX-B427PW
Toledo	PA205	Center for Fine and Performing Arts	MX-B427PW
Toledo	CH138B	College Hall	HP
Toledo	CH124G	College Hall	MX-2651
Toledo	CH114	College Hall	MX-2651
Toledo	CH115	College Hall	MX-2651
Toledo	CH116	College Hall	MX-2651
Toledo	CH127C	College Hall	MX-2651
Toledo	CH127N	College Hall	MX-2651
Toledo	CH128B	College Hall	MX-2651
Toledo	CH130	College Hall	MX-2651

Campus	Room Number	Building	Model
Toledo	CH131C	College Hall	MX-2651
Toledo	CH138C	College Hall	MX-2651
Toledo	CH140Y	College Hall	MX-2651
Toledo	CH151	College Hall	MX-2651
Toledo	CH152	College Hall	MX-2651
Toledo	CH158	College Hall	MX-2651
Toledo	CH208	College Hall	MX-2651
Toledo	CH213	College Hall	MX-2651
Toledo	CH214	College Hall	MX-2651
Toledo	CH215	College Hall	MX-2651
Toledo	CH116	College Hall	MX-B427PW
Toledo	CH128B	College Hall	MX-B427PW
Toledo	CH128B	College Hall	MX-B427PW
Toledo	CH130 ZHH	College Hall	MX-B427PW
Toledo	CH140P	College Hall	MX-B427PW
Toledo	CH156A	College Hall	MX-B427PW
Toledo	CH158J	College Hall	MX-B427PW
Toledo	PA140	Center for Fine and Performing Arts	MX-B427PW
Toledo	CH204	College Hall	MX-C407F
Toledo	DC 100	Dana Center	MX-2651
Toledo	DC122	Dana Center	MX-2651
Toledo	DC152	Dana Center	MX-2651
Toledo	DC 146	Dana Center	MX-2651
Toledo	DC144	Dana Center	MX-3071
Toledo	DC101	Dana Center	MX-B427PW
Toledo	DC111	Dana Center	MX-B427PW
Toledo	DC112	Dana Center	MX-B427PW
Toledo	DC141	Dana Center	MX-B427PW
Findlay	ELC Office	Early Learning Child Care Center	MX-5071
Findlay	EC112	Education Center	MX-2651
Findlay	EC121	Education Center	MX-2651
Findlay	EC128	Education Center	MX-2651
Findlay	EC019	Education Center	MX-2651
Findlay	EC115	Education Center	MX-3051
Findlay	EC176 - Findlay Library admin device	Education Center	MX-3051
Findlay	EC100 (Atrium - Papercut Device)	Education Center	MX-3071
Findlay	EC136	Education Center	MX-3071
Findlay	EC020 - Nursing Lab	Education Center	MX-B427PW

Campus	Room Number	Building	Model
Findlay	EC041	Education Center	MX-B427PW
Findlay	EC049	Education Center	MX-B427PW
Findlay	EC100	Education Center	MX-B427PW
Findlay	EC122	Education Center	MX-B427PW
Findlay	EC122 Testing Center	Education Center	MX-B427PW
Findlay	EC133	Education Center	MX-B427PW
Findlay	EC134	Education Center	MX-B427PW
Findlay	EC146	Education Center	MX-B427PW
Findlay	EC151	Education Center	MX-B427PW
Findlay	EC152	Education Center	MX-B427PW
Findlay	EC163	Education Center	MX-B427PW
Findlay	EC176	Education Center	MX-B427PW
Findlay	EC176G	Education Center	MX-B427PW
Findlay	FCE 124	Education Center	MX-B427PW
Findlay	EC047	Education Center	MX-C407F
Findlay	EC046	Education Center	MX-C407F
Findlay	EC115	Education Center	MX-C407F
Findlay	EC122	Education Center	MX-C407F
Toledo	ET155	Engineering Tech	MX-2651
Toledo	Facility Services	Facility Services	MX-2651
Toledo	Facility Services 100C	Facility Services	MX-C407F
Toledo	FH1075	Founders Hall	MX-5071
Toledo	FH1111	Founders Hall	MX-5071
Toledo	FH1010	Founders Hall	MX-B427PW
Toledo	FH1109	Founders Hall	MX-B427PW
Toledo	FH1111	Founders Hall	MX-B427PW
Toledo	FH1111	Founders Hall	MX-B427PW
Toledo	FH1122	Founders Hall	MX-B427PW
Toledo	FH1123	Founders Hall	MX-B427PW
Toledo	FH1115	Founders Hall	MX-C407F
Toledo	FH1035	Founders Hall	MX-C407P
Toledo	HEC101	Healthcare Education Center	MX-2651
Toledo	HEC146	Healthcare Education Center	MX-2651
Toledo	HH204B	Healthcare Education Center	MX-2651
Toledo	HEC102A	Healthcare Education Center	MX-C407F
Toledo	HEC132A	Healthcare Education Center	MX-C407F
Toledo	HH106	Heritage Hall	MX-2651
Toledo	HH106B	Heritage Hall	MX-2651
Toledo	HEC133	Healthcare Education Center	MX-3071

Campus	Room Number	Building	Model
Toledo	CH130	Heritage Hall	MX-B427PW
Toledo	HH104	Heritage Hall	MX-B427PW
Toledo	HH109	Heritage Hall	MX-B427PW
Toledo	HH128	Heritage Hall	MX-B427PW
Toledo	HH129	Heritage Hall	MX-B427PW
Toledo	HH111	Heritage Hall	MX-C407F
Toledo	HH114	Heritage Hall	MX-C407F
Toledo	HH122E	Heritage Hall	MX-C407P
Toledo	ET111	Industrial & Engineering Technologies	MX-2651
Toledo	ET171	Industrial & Engineering Technologies	MX-B427PW
Toledo	ET151	Industrial & Engineering Technologies	MX-B427PW
Toledo	ET152	Industrial & Engineering Technologies	MX-B427PW
Toledo	ET173	Industrial & Engineering Technologies	MX-B427PW
Toledo	ET174	Industrial & Engineering Technologies	MX-B427PW
Toledo	ET152	Industrial & Engineering Technologies	MX-B427PW
Toledo	ET154	Industrial & Engineering Technologies	MX-B427PW
Toledo	ET131	Industrial & Engineering Technologies	MX-C407P
Toledo	ET140	Industrial & Engineering Technologies	MX-C407P
Toledo	ET140	Industrial & Engineering Technologies	MX-C407P
Toledo	ET172	Industrial & Engineering Technologies	MX-C407P
Toledo	LE144	Law Enforcement	MX-2651
Toledo	CH174	Library	MX-2651
Toledo	CH170 (Papercut Device)	Library	MX-5071
Toledo	CH171	Library	MX-B427PW
Toledo	CH173	Library	MX-B427PW
Toledo	CH175D	Library	MX-B427PW
Findlay	Findlay Maintenance - 101	Maintenance	MX-B427PW
Findlay	Findlay - Police Bldg	Department of Public Safety	MX-C407F
Toledo	MS123	Math/Science Center	MX-2651
Toledo	MS123	Math/Science Center	MX-2651
Toledo	Math Science Hallway (Papercut Device)	Math/Science Center	MX-5071
Toledo	MS152	Math/Science Center	MX-5071
Toledo	MS105	Math/Science Center	MX-B427PW
Toledo	MS109	Math/Science Center	MX-B427PW
Toledo	MS111	Math/Science Center	MX-B427PW
Toledo	MS141	Math/Science Center	MX-B427PW
Toledo	MS 141	Math/Science Center	MX-C407F
Toledo	MS114	Math/Science Center	MX-C407P

Campus	Room Number	Building	Model
Toledo	SHAC - EXS	SHAC	MX-C407F
Toledo	SHAC127	Student Health and Activities Center	MX-2651
Toledo	SHAC156	Student Health and Activities Center	MX-2651
Toledo	SHAC117	Student Health and Activities Center	MX-B427PW
Toledo	TT100	Transportation Technologies	MX-2651
Toledo	TT100	Transportation Technologies	MX-2651
Toledo	TT151	Transportation Technologies	MX-B427PW
Toledo	TT152	Transportation Technologies	MX-B427PW
Toledo	TT206	Transportation Technologies	MX-B427PW
Toledo	TT212	Transportation Technologies	MX-B427PW
Toledo	TT404CATLT	Transportation Technologies	MX-B427PW
Toledo	TT146	Transportation Technologies	MX-C407P
Toledo	VE101	Veterans Hall	MX-2651
Toledo	VE101B	Veterans Hall	MX-B427PW
Toledo	Veterans Hall 104	Veterans Hall	MX-B467F
Toledo	WC106	Welding Design Center	MX-C407F
Toledo	CONTROLLER FILE ROOM	College Hall	MX-B427PW
Toledo	CH155	College Hall	MX-C407F

Equipment Summary

SHARP MX-B427PW	69
SHARP MX-B467F	1
Sharp MX-C407F	16
SHARP MX-C407P	10
SHARP MX-2651	52
SHARP MX-3051	3
SHARP MX-3071	6
SHARP MX-5071	7
HP	1
TOTAL	165