

Clark County Department of Job & Family Services
By and through the authority of the Board of Clark County Commissioners

REQUEST FOR PROPOSALS

RFP # 16-SFY-08

Posting Date: February 9, 2016

Proposal Due Date: March 1, 2016 at 3:00 p.m.

The Board of Clark County Commissioners ("Board") is seeking proposals and intends to award one five-year contract to a vendor to install or replace multi-function devices; upgrade, migrate, install, and maintain RightFax or similar product; and install and maintain PaperCut or similar product; for Clark County Department of Job and Family Services ("Department")¹. Department will be administering the contract once executed by all parties. Interested parties are required to follow the procedures outlined below. A sample contract is attached to this Request for Proposals at Attachment 1. There will be no changes to the contract unless agreed upon by all parties. Board reserves the right to reject any or all proposals.

CONTRACT AWARD: A contract may be awarded to the responsible vendor whose proposal is most advantageous to Board, with price and other factors considered. A potential vendor's failure to address all items in its proposal may result in the rejection of the proposal. Board retains the right to cancel this RFP at any time prior to contract being awarded. Potential vendors will be notified at the earliest possible opportunity. Only Board has the authority to bind Department into a contract. Since Board maintains binding authority and has the right to refuse any proposal, no costs may be recovered for proposal preparation or any process during the RFP process or thereafter. This RFP and all terms and conditions shall be assimilated into the contract with all terms and conditions taking precedence over any conflicting terms and conditions submitted by the selected vendor.

EVALUATION: Potential vendors will be evaluated based on:

1. Price;
2. Equipment and services offered and compatibility with Ohio Department of Job and Family Services ("ODJFS") network;
3. Ability to meet County insurance requirements;
4. Completeness of all required information and forms requested in this RFP; and
5. Business References / Demonstration of Experience.

Vendors may be disqualified for failure to meet any of the above requirements. Proposals will be evaluated on all five criteria, which are listed in the order of importance, with price being the most important evaluation factor. The proposals that satisfy all requirements of this section will be reviewed and compared by Department administrative staff based on total price, equipment and services offered, and terms presented. The selected vendor will be chosen based on terms, services, and equipment that are most advantageous to Department, with price being the most important factor.

INSURANCE REQUIREMENTS: Interested vendors must meet Board insurance requirements in order to be considered an eligible vendor (see response forms below). If an interested vendor does not currently have

¹ In addition to Department, other County agencies may utilize pricing from this RFP to lease MFD machines and any other products and services priced herein in the event that said County agencies require any products and services that become available through this RFP and are not otherwise available through an RFP that has previously been issued by the Board.

insurance to meet these requirements, it may purchase such insurance and include that cost as part of its proposal. Failure to provide proof, or seek waiver, of required insurance may disqualify a vendor's proposal from further consideration.

BUSINESS REFERENCES: An interested vendor's proposal shall include a list of at least three (3) companies or organizations with which it has contracted for the installation and maintenance of multi-function devices within the past two (2) years. The contractual relationships must not have been terminated prior to the end date due to poor performance and/or acts of negligence. This list shall include the name and phone number of a contact person who is familiar with the vendor's job performance.

Department or any other Clark County government agency may not be used as one of the three required references. Board may verify the vendor's experience based upon the list of business references submitted and any other sources which Board deems appropriate.

HOW TO SUBMIT A PROPOSAL: After reviewing the attached contract, print a copy of the response sheets listed before the sample contract section. Completely fill in all sections of the six (6) pages of the response sheet attached. Prices supplied by the vendor are to be an all-inclusive rate to perform all aspects of the contract below. Previous contracts, quotes, bids, or RFP responses shall not be substituted for or incorporated by reference into any potential vendor's response, whether prepared for Department or any other public office; a vendor's proposal will only be evaluated based on what is included in the sealed envelope submitted to Department by the proposal due date.

Return completed proposals to the Clark County Department of Job & Family Services, Attention Amber Mullaly, 1345 Lagonda Avenue, Building C, Springfield, Ohio 45503 on or before 3:00 p.m. on March 1, 2016. Proposals shall be clearly marked on the outside of the envelope in the lower left hand corner as follows: "MULTI-FUNCTION DEVICES RFP #16-SFY-08." The name and address of the vendor submitting the proposal shall also appear on the outside of the envelope.

PROCUREMENT TIMETABLE, Q&A PERIOD, COMMUNICATIONS PROHIBITION:

DATE	EVENT/ACTIVITY
February 9, 2016	Board releases RFP. Q&A period opens. - RFP becomes active. - Providers may submit inquiries for RFP clarification.
February 16, 2016	Bidders' Conference at Clark County Department of Job and Family Services, Reid/Snyder Room located in Building B at 10:30 a.m.
February 22, 2016	Q&A Period Closes 9:00 a.m. (for inquiries for RFP clarification). - No further inquiries for RFP clarification will be accepted.
February 24, 2016	Department provides Final Vendor Question & Answer document.
March 1, 2016	Deadline for Vendors to Submit Proposals to Department (3:00 p.m.). - This is the proposal opening date, beginning of Department process of proposal review. - Sealed bid receipt will be acknowledged at a public meeting at 3:05 p.m. in Clark County Department of Job and Family Services, Building B, Reid/Snyder Room.
March 7, 2016	Letter of intent to award contract(s) issued by Department. - All applicants notified.
March 24, 2016	Contract(s) submitted to Board for approval.
April 1, 2016	Service provision begins.

* Board reserves the right to revise this schedule in the best interest of Department and/or to comply with Board procurement procedures and regulations and after providing reasonable notice. Only Board has the authority to bind Department into a contract. The letter of intent to award is not binding. Since the letter of intent to award is not binding, any costs incurred by vendor prior to Board's award may not be recovered.

A. BIDDERS' CONFERENCE

A "Bidders' Conference" has been scheduled for February 16, 2016 at 10:30 a.m. in Building B, Reid/Snyder Room at the Clark County Department of Job & Family Services campus, 1345 Lagonda Avenue, Springfield, Ohio. Department staff will respond to questions regarding the requirements of the RFP. Questions asked at the conference and the **final** responses will be included in the Q&A document.

THIS WILL BE THE ONLY OPPORTUNITY FOR VENDORS TO PERFORM A WALKTHROUGH OF DEPARTMENT TO VIEW CURRENT MACHINE LAYOUT. While attendance is not mandatory, Board strongly encourages potential vendors to attend this conference. Please bring your copy of the RFP.

B. QUESTION & ANSWER

A potential vendor must submit all questions in writing, via email at Amber.Mullaly@jfs.ohio.gov or via U.S. Mail to the mailing address in "How to Submit a Proposal" above; if sending via U.S. Mail, it must be received prior to the closing time and date for the Q&A Period. To ensure timely receipt of all questions, "MULTI-FUNCTION DEVICE RFP – Request for Clarification" must be written in the subject line of emailed questions and on the outside of the envelope of any mailed questions. The potential vendor must include the name of a representative to contact, the company/organization name, and business phone number and email address of representative. Board reserves the right to disregard any email or mailed questions that are not properly submitted.

Questions about this RFP must reference the relevant part of this RFP, the heading for the provision under question, and the page number of the RFP where the provision can be found. Board may, at its option, disregard any questions which do not appropriately reference a RFP provision or location, or which do not include identification for the originator of the question. If Board determines that a question cannot be resolved by reference to any section of the RFP, Board may, at its discretion, make necessary additions or changes to the RFP by addendum or amendment. Board will not respond to any questions received after 9:00 a.m. on the date the Q&A period closes.

Potential vendors will not receive personalized or individual email responses to their properly submitted individual questions. Board responses to all questions asked via email or U.S. Mail will be posted on the website dedicated to this RFP or mailed (if properly requested by the potential vendor), for reference by all potential vendors. Clarifying questions asked and Board responses to such questions comprise the "Q&A Document" for this RFP. The Q&A document will only answer those questions submitted within the stated Q&A Period, and which pertain to issues of RFP clarity, and which are not requests for public records. Board is under no obligation to acknowledge incorrectly submitted questions.

Responses will include the relevant page number, heading, and provision in question. Proposals in response to this RFP are to take into account any information communicated by Board in the Final Q&A Document for the RFP.

1. Public Records Requests

Requests from potential vendors for copies of previous RFPs, past proposals, score sheets, or contracts for this or similar past projects, are *Public Records Requests (PRRs)*, and are *not clarification questions regarding the present RFP*. PRRs submitted in accordance with Department policy (available upon request or online [click for [Public Records Notice](#) and [Public Records Policy](#)]) will be honored. The posted time frames for Board responses to email questions for RFP clarification do not apply to PRRs. Potential vendors who choose to rely on responses to public records requests when preparing their proposals do so at their own risk. PRRs submitted to Department for records kept by another County office, including the office of the Board of County Commissioners, may be forwarded to the appropriate County office; but Department is not obligated to discuss the PRR or the requested records with any potential vendor or the appropriate records custodian.

Should potential vendors experience technical difficulties accessing Department's website where the RFP and its related documents are published, they may contact Amber Mullaly at Amber.Mullaly@jfs.ohio.gov or by phone at (937) 327-1746.

C. COMMUNICATIONS PROHIBITION

From the issuance date of this RFP until an actual contract is awarded there may be no communications concerning the RFP between any potential vendor that expects to submit a proposal and any employee of Clark County, or any other individual regardless of their employment status, who is in any way involved in the development of the RFP or the selection of the contractor.

The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to Q&A Period and Bidders' Conference;
2. For the purpose of conducting necessary business arising from a pre-existing or on-going business relationship with Board;
3. As part of any vendor interview process initiated by Board, which Board deems necessary in order to make a final selection;
4. Potential vendors may request that the RFP and all posted RFP documents be sent via U.S. mail;
5. Any Public Records Request (PRR) made through Department;
6. Notification of any changes or announcements related to this RFP through Department vendor notification list; and
7. A public meeting of Board at which the award of a contract(s), pursuant to this RFP has been placed on the agenda for discussion.

***Important Note:** Amendments to the RFP or to any documents related to it will be accessible to interested potential vendors through the original web page established for the RFP. All interested potential vendors must refer to that web page regularly for amendments or other announcements. Board may not specifically notify any potential vendor of changes or announcements related to this RFP. It is the affirmative responsibility of interested potential vendors to be aware of and fully respond to all updated information posted on this web page or provided by U.S. Mail when previously requested by vendor. Potential vendors without access to the web page established for the RFP may request that amendments to the RFP or documents related to it be sent to them by contacting Amber Mullaly via email at Amber.Mullaly@jfs.ohio.gov or via U.S. Mail to the mailing address in "How to Submit a Proposal" above.

Board is not responsible for the accuracy of any information regarding this RFP that was obtained or gathered through a source not authorized for this RFP. ***Any attempts at prohibited communications by potential vendors shall result in the disqualification of those providers' proposals*** and shall prohibit the potential provider from entering into any contractual relationship with Board for services requested through this RFP for the duration of the RFP period. A vendor may also be disqualified for failing to take reasonable steps to prevent its employees, agents, and business associates from making communications that would be prohibited if made directly by that provider's authorized representatives.

SCOPE OF WORK/PRICING: Board seeks to install or replace multi-function devices located at Department that utilize RightFax and PaperCut (or other similar products). All products and services offered must be compatible with the ODJFS network.

Vendor must submit a written statement of how it will provide the services requested and a detailed price break-down for all costs involved to fully complete the project. Vendor's pricing must be indicated per item to be purchased or leased, so that Department may modify the equipment or quantity proposed by vendor, if necessary to meet Department's needs. Vendor's proposal shall indicate all pricing mechanisms, even if not specifically requested in the RFP. Department will not pay for charges not included with the sealed proposal submittal. Vendor recognizes that the agreement will result in a true lease.

A. MULTI-FUNCTION DEVICE REQUIREMENTS

1. Integrate with RightFax (or similar product);
2. Integrate with OnBase Document Management System;
3. Secure print / PaperCut (or similar product) software capabilities;
4. Accommodate paper size up to 11x17;
5. Common, user friendly interface;
6. Log copy/print/scan fax usage;
7. Document Feeder;
8. 2 Standard Paper trays (500 each);
9. Auto duplex;
10. Full color scanning/scan to email;
11. Network print/connectivity (machines must be compatible with the ODJFS network);²
12. Staple finisher;
13. 1 device for JFS must have a 2/3 hole punch;
14. 3 devices for JFS must have a capability to print in color; and
15. 75,000+ pages per month operating capacity, total for all fifteen (15) machines.

B. MULTI-FUNCTION DEVICE SERVICE REQUIREMENTS

1. Per-page pricing shall be provided for black-white and color images;
2. Scanning shall not incur any per-page costs;
3. Toner, drums, fusers, waste bottles and all other consumable supplies at no additional cost to Department, in unlimited quantity;
4. Consumable supplies must meet equipment manufacturer's specifications and have a failure rate of less than 0.5%;
5. Vendor is to retain inventory of consumables;
6. Vendor is responsible for delivery of consumable, to location of device;
7. Repair or replacement of broken device;
8. Technical support for end users;
9. Management of device;
10. Vendor shall be responsible for updating device IP addresses at no additional cost when ODJFS migrates its network (if this has not occurred prior to the Contract start date; it is anticipated that ODJFS will be updating IP addresses in early 2016);
11. Service request for maintenance must respond within one hour;
12. Service of broken device must be within four business hours;
13. Downtime should be no longer than forty-eight (48) hours;
14. A loaner device should be placed on site within five (5) days, in the event that the device cannot be repaired in a reasonable amount of time;
15. Extreme delays due to acts of nature, extreme weather disasters or accidents are excluded;
16. Unlimited phone support;
17. Unlimited onsite support;
18. Training to Department after installation of new devices (includes new and/or replacement devices);
19. Vendor must maintain service records for individual devices;
20. Vendors are permitted to offer additional services; Vendor shall indicate ALL charges associated with the any additional services. The County will assume that all charges and fees are included in one of the charges or fees listed; and

² If Department determines that any unit or product ordered through this RFP is not completely compatible with the network or ODJFS requirements, County reserves the right to either select different equipment from the Contractor at the same or lower price, if agreed upon by the Contractor, or to re-open the RFP to negotiate with the next best vendor for a similar unit or product, without re-advertising the RFP.

21. At the end of Contract (or Contract Extension, whichever occurs later):

- a. Return of device hard drives to Department for destruction prior to equipment leaving Department premises for any reason, at no additional cost to Department, and
- b. Removal of all equipment from Department's premises at no additional cost to Department.

C. RIGHTFAX (OR SIMILAR PRODUCT) REQUIREMENTS

1. Upgrade Department's RightFax from version 9.3 to 10.6;
2. Build a new virtual server to support RightFax for Department;
3. FoIP – enable existing channels and update IP addresses at no additional cost when/if required by ODJFS;
4. Provide support for new FoIP enabled channels;
5. Provide 2100 modular fax gateway T-1 E1;
6. Provide fax gateway advanced unit replacement;
7. Provide support service for RightFax for 10 connectors for term of contract;
8. Equipment, installation, set-up, IP upgrades, and all training required by Department relating to the upgrade and use of RightFax shall be included in the RightFax cost; and
9. No additional costs shall be allowed relating to this product or service, unless agreed to in advance, in writing, by Department.

Vendor may propose a product other than RightFax, so long as it provides the same functionality, meets the above specifications, and is compatible with the ODJFS network.

D. PAPERCUT (OR SIMILAR PRODUCT) REQUIREMENTS

1. Install and configure PaperCut on all fifteen (15) devices, for use by up to 250 users;
2. Provide ongoing maintenance and support for PaperCut for the term of Contract;
3. PaperCut shall include the use of proximity card readers to allow for individual identification at device;
4. PaperCut shall include Follow-Me Printing and Rules-Based Printing;
5. Vendor shall install and configure PaperCut and the card readers on all devices and shall provide training to Department staff, as needed and scheduled by Department;
6. The proximity card readers, installation of card readers and PaperCut, training required by Department, and five years of maintenance and support for PaperCut and card readers shall be included in the monthly cost for this service; and
7. No additional costs shall be allowed relating to this product or service, unless agreed to in advance, in writing, by Department.

Vendor may propose a product other than PaperCut, so long as it provides the same functionality, meets the above specifications, and is compatible with the ODJFS network.

E. CONTRACT PERIOD AND OPTIONAL EXTENSIONS

1. The initial contract period will be for five (5) years from the date of contract execution;
2. The contract shall have two one-year (1) extension options;
3. Extension options will be at the sole discretion of Board; lease extensions are not permitted unless the pricing is pre-determined;
4. Vendor must supply itemized pricing that will remain firm throughout the initial five-year contract period;
5. Optional extension periods will be at the discretion of the County³, all pricing (monthly and non-

³ If the County and Contractor negotiate through the renewal time period, the lease extension shall continue month to month until County and Contractor either reach an agreement or terminate the lease. Contractor agrees that the month to month rate will not be different than the previous year rates.

recurring) will be submitted to Board upon notification of intent to renew; once adjusted pricing is received by Board, intent will be awarded or withdrawn; and

6. Upon termination of lease for any reason, vendor shall remove the device from County property.
7. Any and all fees associated with removing the equipment must be included in the proposal; if no fees are included in the proposal, vendor shall bear all costs of removal.

F. OTHER CONTRACT TERMS

1. For purposes of chapter 145 of the Ohio Revised Code, if Vendor is an entity engaged in business and Vendor has five or more employees, any individual employed by Vendor who provides personal services to County is not a public employee;
2. Vendor shall assume full responsibility for and shall indemnify County for any damage to or loss of any County property, including building, fixtures, furnishings, equipment, supplies, accessories or part resulting in whole or part from any negligent acts or omissions of the Vendor or any employee, agent or representative of the Vendor;
3. Vendor agrees to indemnify and hold Board harmless from liability of any and all claims, demands, or suits, in contract or in tort, actual or threatened, and from damages or payments including, but not limited to, costs and expenses arising out of breach of contract or the acts or omissions of the Vendor;
4. Liquidated Damages: by submitting a proposal, the successful vendor agrees to the liquidated damages clause herein. Board shall have the right to deduct any and all liquidated damages from any funds due or to become due to the Contractor at the rate of \$500.00 (five hundred dollars) for each calendar day that the Contractor does not provide the services as agreed in the contract if the non-performance is caused by any reason other than force majeure;
5. Vendor will be required to adhere to non-discrimination provisions listed in the Sample Contract; and
6. If Vendor intends to utilize any subcontractors or lessors to perform any aspect of the Scope of Work outlined in this RFP, it must include a statement of the work to be performed by the subcontractor/lessor, subcontractor/lessor's name, address, and phone number. Vendor agrees not to permit any subcontractor/lessor to begin work under Addendum, and that no substitutions will be made, without prior written approval. Vendor further agrees not to grant any unapproved subcontractor/lessor access to any Department or Clark County facility, equipment, client, or client records.

G. PROHIBITED CONTRACT TERMS

By submitting a proposal, vendor accepts the following language with regards to all dealings with Board, Department, and any other County agency or department (including service agreements):

1. Any terms requiring the County to indemnify the vendor or any other party;
2. Any provisions granting the vendor or any other entity a security interest in any property owned by the County, including any equipment or property purchased through this RFP;
3. Confidentiality provisions prohibiting the disclosure of the contract and scope of work, provided that vendor may identify specific segments of documents as confidential or proprietary if accompanied by an explanation of why those segments are confidential or proprietary;
4. Terms prohibiting Department from purchasing or leasing the services and/or equipment subject to this RFP from other vendors (i.e. no exclusive dealing or exclusive requirements contracts);
5. Terms requiring the County to participate in any arbitration or mediation for dispute resolution;
6. Terms changing venue to a location outside of Clark County, Ohio or a federal circuit other than the Sixth Circuit;
7. Terms requiring Department or County to pay insurance premiums or fees for leased equipment;
8. Automatic renewal language;

9. Any terms allowing facsimile, scan, or fax signatures to count as originals;
10. Any language requiring any County agency to consent to the filing of a UCC financing statement or to cover any filing fees that may arise from this agreement;
11. Any terms allowing profit from any estimated tax payments;
12. Any terms allowing interest to be charged on any payments or defaults; and
13. Any terms that require the County or any County agencies to waive their right to trial by jury.

H. CURRENT DEPARTMENT EQUIPMENT

The following chart is a list of Department's current equipment, locations, and average monthly usage rates for black/white and color copies. Vendor should propose equipment for each location, based on Department's current usage, but Department reserves the right to request a different model or service from that proposed, if it determines what was selected by vendor will not adequately meet Department's needs.

LOCATION	Brand	Model #	<u>Average Monthly Usage</u>	
			B/W	Color
<u>BLGD A</u>				
BIG ROOM FRONT	Konica Minolta	363	2,622	
RESOURCE ROOM	Konica Minolta	363	4,005	
MAIN LOBBY	Konica Minolta	363	4,458	
ADMIN Hearing Room	Konica Minolta	600	25,390	
<u>BLDG C</u>				
4TH	Konica Minolta	360	2,960	3,084
3RD	Konica Minolta	363	10,138	
2ND	Ricoh	735	6,010	
1ST	Ricoh	725	1,005	
BMT	Ricoh	725	561	
<u>BLDG D</u>				
LEGAL	Konica Minolta	600	7,918	
FISCAL LOBBY	Konica Minolta	363	4,490	
FRONT Specialty Services	Konica Minolta	363	7,852	
CAC	Xerox	XWC6400	3,150	775
GARAGE	Savin	816		
SHOP	Ricoh	735	443	
			81,002	3,859
Total average pages per month			84,861	

THE FOLLOWING SIX (6) PAGES MUST BE INCLUDED AS PART OF VENDOR'S RESPONSE.

RESPONSE SHEET

NAME OF VENDOR:

VENDOR'S FEDERAL TAX ID NUMBER:

CONTACT INFORMATION (include address, email address, and phone):

THREE PROFESSIONAL REFERENCES (include address, email address and phone):

1.

2.

3.

Non-Collusion Affidavit

STATE OF _____)

SS:

COUNTY OF _____)

_____, being first duly sworn, deposes
(NAME)

and says that he/she is _____ for
(POSITION)

_____ the party making the fore-
(COMPANY NAME)

going proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Clark County Commissioners or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

AFFIANT

Sworn to and subscribed before me, a Notary Public, on this _____ day of _____, 2016.

NOTARY PUBLIC

My commission expires _____,

Bidder's Personal Property Tax Statement

(See Section 5719.042, O.R.C.)

STATE OF _____)

ss:

COUNTY OF _____)

I, _____, having been duly sworn, state that I am competent to testify to the following:

(COMPLETE APPLICABLE STATEMENT)

() On _____, I submitted a bid to Clark County, Ohio, to provide the County with _____. On said date, I owed no personal property tax to the Clark County Taxing District, and, after checking with said District, I have personal knowledge that I have not been charged with having any delinquent personal property tax owed to said District.

OR

() On _____, I submitted a bid to Clark County, Ohio, to provide the County with _____. I presently am delinquent in the payment of personal property tax to the Clark County Taxing District, and, after checking with said District, I have personal knowledge that my name appears upon the records of said District as delinquent in the payment of personal property tax as follows: _____ owed in delinquent taxes, and _____ owed as penalties assessed against said delinquency. As part of the consideration for a contract to perform the above stated bid, I hereby agree that this form be incorporated into said contract to perform work, and further agree that proceeds from said contract shall be paid to Clark County Taxing District in the amount of said delinquent tax and said assessed penalty prior to any payments being made to the bidder or other person under the contract.

DATE

BIDDER

Sworn to and subscribed before me, a Notary Public, on this _____ day of _____, 2016.

NOTARY PUBLIC

My commission expires _____, _____

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE

STATE OF OHIO

COUNTY OF _____ SS:

Personally appeared before me the undersigned, as an individual or as a representative of

_____ for a contract for _____
(Name of Entity) (Type of Product or Service)

to be let by the County of Clark, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the entity (corporation, business trust, partnership, other unincorporated business [including labor unions], association [including professional associations], estate, or trust):

1. That none of the following has individually made within the previous 24 months and that, if awarded a contract for the purchase of goods or services in excess of \$10,000 (aggregated) in a calendar year, none of the following individually will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions (on or after April 4, 2007) totaling in excess of \$1,000, to any member of the Clark County Board of Commissioners or their individual campaign committees:
 - a. myself;
 - b. any partner or owner or shareholder of the partnership (or other unincorporated business);
 - c. any shareholder of the association;
 - d. any administrator of the estate;
 - e. any executor of the estate;
 - f. any trustee of the trust;
 - g. any owner of more than 20% of the corporation or business trust (if applicable);
 - h. each spouse of any person identified in (a) through (c) of this section;
 - i. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (g) of this section (only applicable to contributions made on or after January 1, 2007).
2. That none of the following have collectively made within the previous 24 months, and that, if awarded a contract for the purchase of goods or services in excess of \$10,000 (aggregated) in a calendar year, none of the following collectively will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions (on or after April 4, 2007) totaling in excess of \$2,000, to any member of the Clark County Board of Commissioners or their individual campaign committees:
 - a. myself
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any shareholder of the association;
 - d. any administrator of the estate;
 - e. any executor of the estate;
 - f. any trustee of the trust;
 - g. any owner of more than 20% of the corporation or business trust (if applicable);
 - h. each spouse of any person identified in (a) through (c) of this section;
 - i. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (g) of this section.

Signature: _____

Title: _____

Sworn to before me and subscribed in my presence this _____ day of _____, 20____

Notary Public: _____

My Commission Expires: _____

CERTIFICATION OF COMPLIANCE WITH COUNTY INSURANCE REQUIREMENTS

The following is a list of required insurance policies:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
- b. Commercial General Liability Insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.
- e. "The Board of Clark County Commissioners" must be named as "Additional Insured" on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.

*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

1. Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.
2. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$3,000,000 Combined Single Limit.

I, _____, certify that I have reviewed the above insurance requirements, and:

(☐) I certify that as an individual/company/organization submitting a proposal, I am able to meet the above insurance requirements.

OR

(☐) I am not able to meet the above insurance requirements, and would like to request a waiver of the following policies:

_____.

The insurance policies currently held by this individual/company/organization are:

_____. A copy of the current insurance policies is attached.

Signed:

Date

Printed Name, Title

PROPOSER RFP ACKNOWLEDGEMENT

Vendor agrees that it has had a reasonable amount of time to carefully and diligently review the Request for Proposals, Contract and specifications, bid documents, and Vendors bid prior to the execution of this Contract. Vendor understands and agrees that if there are any conflicts, inconsistencies, errors, or omissions in any of said documents, Vendor shall provide the labor, equipment, or materials of the better quality or greater quantity of work, and shall comply with the more stringent requirements. Vendor will not be entitled to any additional compensation for any such conflicts, inconsistencies, errors or omissions that would have been discovered by such careful and diligent review, unless agreed upon by Board in writing, and only to the extent that such additional compensation would not result in another bidder being deemed the lowest and best bidder.

Vendor further agrees that it has reviewed and understands the prohibited contract terms listed in Scope of Work, Section G of the RFP, and the terms listed in the Sample Contract, and that it will comply with these terms if selected for a contract with Department.

Signed:

Date

Printed Name, Title

ATTACHMENT 1

(NOTICE: Additional Contract clauses may be included after award during the negotiation process. Department may also change clauses, add additional clauses, or remove clauses during the negotiation process. Additionally, clauses may be added dependent upon the funding stream and contract/subgrant agreement type (i.e. Construction), and also dependent on legal requirements. The vendor may submit sample order forms, but no contract term contained in vendor's sample order forms or in any contract document submitted by the vendor will become part of the contract unless explicitly incorporated into the terms of the Contract below.)

CONTRACT

RECITALS;

The Board of County Commissioners of Clark County ("Board") located at 50 East Columbia Street, PO Box 2639, Springfield OH 45501, has statutory authority to enter into contracts on behalf of the County;

It is the purpose of The Clark County Department of Job & Family Services ("Department") located at 1345 Lagonda Avenue, PO Box 967A, Springfield OH 45501, to promote safety, strengthen families, and empower people through the provision of direct services and through collaboration with and purchase of services from other community agencies;

The powers and duties of Department are, and shall be exercised and performed, under the control and direction of Board;

("Contractor") located at _____, provides _____;

Contractor's proposal was selected pursuant to a Request for Proposals on _____;

Board, Department, and Contractor will occasionally be referred to as "Parties" for the purposes of this contract and proceeding documents.

Parties therefore, in consideration of the mutual covenants contained in this contract, hereby agree as follows:

ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS

A. Definitions

"State" means the Governor of the State of Ohio, or any agency, department, person or persons authorized in his behalf.

B. Purpose of Contract

The purpose of Contract is to state the covenants and conditions under which Contractor will provide

C. Value and Terms of Contract

Contract Value: Expected budget is an amount not to exceed \$ _____ provided Department receives sufficient allocations from the State.

Contract Terms: _____ to _____

D. Award Information

Shared Administrative Dollars will be used to fund this contract.

E. Obligations of Contractor

Contractor agrees to operate a program, described in detail in Appendix I hereafter, in accordance with Federal, State and local laws, ordinances, regulations and/or guidelines and any additions, deletions or amendments thereto.

Contractor shall not perform in any way inconsistent with the terms of Contract except as approved, in writing, by Board. Adjustments in the services to be provided under Appendix I, attached, may not be made without prior approval of Board.

ARTICLE II STATEMENT OF WORK TO BE PERFORMED

Appears in Appendix I.

ARTICLE III COMPENSATION AND METHOD OF PAYMENT

A. Reimbursement

Parties agree that reimbursement of all costs will be dependent upon Contractor performance in the delivery of services specified in the Statement of Work, appearing in Appendix I attached. Payment shall be made by the Clark County Auditor upon proper presentation of request, when approved by Board, Department, and Contractor. Payment shall be made on a unit cost, fee for service, reimbursement basis. The unit cost represents a true measure of the actual cost of providing the contracted number of units of service.

All requests for reimbursement must be itemized according to the budget line items specified in Appendix I and II. **In no event shall the full contract value be exceeded unless authorized by an amendment to Contract.** Payment for any expense submitted in violation of any of Contractor's obligations under this paragraph shall not be deemed a waiver of such obligations by Department or Board. Contractor's failure to comply with any such obligation may result in the denial of the reimbursement request or recovery of the funds by Department, Board, State, and/or federal government.

Contractor shall provide a monthly invoice to Department, no later than 30 days past the service month. This invoice shall adhere to the guidelines communicated by Department and shall include the

number of black/white and color pages per machine, a subtotal cost per machine, service, or lease being charged, and the dates of service. Contractor shall follow the Sample Invoice, included in Contract as Appendix II.

B. Maximum Compensation

Contractor agrees to accept as full payment for services rendered in a manner satisfactory to Department, the less of the following: (1) The maximum amount of _____ or (2) the amount equal to the total number of units of service at \$ _____ per unit. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of _____.

ARTICLE IV ACCESS TO RECORDS

In accordance with Ohio Administrative Code Rule 5101:9-9-21, at any time, during regular business hours, with reasonable notice and as often as Board, Department, the Comptroller General of the United States, the State, or other agency or individual authorized by Board or Department may deem necessary, Contractor shall make available to any or all of the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other data relating to all matters covered by Contract. Board, Department, and the above named parties shall be permitted by Contractor to inspect, audit, make excerpts, photo static copies or electronic means of duplication and/or transcripts of any and all documents relating to all matters covered by Contract. Board and Department also reserve the right to inspect any and all documents relating to all matters covered by Contract either on Contractor's premises, or if necessary on the premises of Board or Department. Contractor must maintain all required records applicable to Contract for a minimum of three years after an audit is conducted and all pending matters are closed. In addition, this requirement shall apply to all subcontracts relating to Contract. Contractor is required to maintain ALL records. Contractor shall not destroy any records whatsoever. Following Contract period, Contractor shall promptly return all records to Department.

ARTICLE V TIME OF PERFORMANCE

Contract shall become effective upon execution by Board and Department as of _____. The services of Contractor are to commence immediately and all costs allowable under Contract shall be incurred no later than _____. Board may, at its discretion, extend Contract for one additional year effective concluding no later than _____.

ARTICLE VI BONDING AND INSURANCE

Contractor shall present current certificates prior to commencement of Contract, and shall maintain during the term of Contract, the insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
- b. Commercial General Liability Insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.

- c. Umbrella or Excess Liability* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.
- e. "The Board of Clark County Commissioners" must be named as "Additional Insured" on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.

*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

- 1. Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.
- 2. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

Contractor's failure to maintain current insurance certificates at any time during the duration of Contract shall be deemed a breach of Contract. In the event of such breach, Board shall have the right to withhold any further payment(s) due to Contractor and to terminate Contract immediately without liability for any such payment(s).

In lieu of termination, Board may, at its option, choose to withhold any further payment(s) due to Contractor until Contractor presents current certificates. In the event that Contractor fails to present current certificates to Board's satisfaction, Board may exercise its right to terminate Contract in accordance with the above paragraph.

ARTICLE VII INDEMNIFICATION

- A. Contractor understands and agrees that it is an independent contractor and agrees to indemnify and hold Board, Department, and State harmless from liability of any and all claims, demands, or suits, in contract or in tort, actual or threatened, and from damages or payments including, but not limited to, costs and expenses arising out of breach of contract or the acts or omissions of Contractor.
- B. Contractor shall indemnify and hold Board, Department, and State harmless from liability of any and all claims, demands, or suits, actual or threatened, arising from incidents occurring at Contractor's premises or while child(ren) are in the care and control of Contractor, and from damages or payments, including, but not limited to, costs and expenses for attorney's fees.
- C. Contractor shall assume full responsibility for and shall indemnify Board, Department, and State for any damage to or loss of any Board, Department, or State property, including building, fixtures,

furnishings, equipment, supplies, accessories or parts resulting in whole or part from any negligent acts or omissions of Contractor or any employee, agent or representative of Contractor.

ARTICLE VIII MAINTENANCE OF EFFORT

It is understood and agreed that the level of services, activities and expenditures by Contractor, in existence prior to the initiation of services hereunder, shall be continued and not be reduced in any way as a result of Contract except for reduction unrelated to the provisions or purposes herein stated. Contractor shall certify that any costs incurred pursuant to Contract will not be included as a cost of any other federally financed program in either the current or a prior period. The federal funds disbursed as a result of Contract shall not be used as match to any other federal funding stream unless prior written approval is obtained by Contractor from Department.

ARTICLE IX CONFLICT OF INTEREST

Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in Contract. Contractor further covenants that in the performance of Contract, no person having such conflicting interest shall knowingly be employed by Contractor. Any such interest, on the part of Contractor or its employees, when known, must be disclosed in writing to Department.

ARTICLE X MODIFICATIONS

Modifications of Contract may be made by the written mutual consent of the parties hereto.

ARTICLE XI TERMINATIONS

A. Termination for the Convenience of Board

Board may terminate Contract when it is determined by Board to be in its best interest to do so, by giving at least thirty (30) days advance notice, in writing, to Contractor. Board may, at its discretion, immediately terminate Contract if it determines, in good faith, that the purpose or performance of Contract would result in a violation of the Ohio Ethics Law and related statutes. Contractor shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination, except to the extent that such compensation would be prohibited by law, including, but not limited to Ohio Revised Code Section 2921.42(H).

B. Termination by Contractor

Contractor may terminate Contract at any time by giving at least thirty (30) days advance notice, in writing, to Board and Department. Contractor shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

ARTICLE XII WAIVERS

Department's or Board's failure to seek compensation or any other remedy for breach, or to insist upon strict performance of any covenant or condition of Contract shall not prevent Department or Board from seeking compensation or insisting upon strict performance for a future breach of the same or another provision.

ARTICLE XIII SEVERABILITY

If any clause of Contract shall be held by any Court of competent jurisdiction to be illegal, void, or unenforceable, such clause shall be of no force and effect, but the enforceability of all other provisions of Contract shall be unimpaired.

ARTICLE XIV SUBCONTRACTOR APPROVAL

Prior to the commencement of Contract, Contractor shall submit a written request to Department for approval of the use of any subcontractor who will perform work under Contract. The request must include the subcontractor's name, address, and phone number, and a statement of the work to be performed by that subcontractor. Contractor agrees not to permit any subcontractor to begin work under Contract, and that no substitutions will be made, without prior written approval. Contractor further agrees not to grant any unapproved subcontractor access to any Department or Clark County facility, equipment, client, or client records.

With respect to any subcontractor and any other person or entity Contractor will use to do work under Contract, Contractor shall have an ongoing duty to notify Department of any known or suspected quality or safety issues, criminal activity, or violations of state or federal law, whether occurring in the past, present, or foreseeable future. Contractor shall use good faith, reasonable efforts to resolve any such issues to Department satisfaction. Department, in its sole discretion, may deny or revoke approval of any subcontractor, the use of which could adversely affect the quality or safety of the work, create a risk of harm to persons or property, or result in liability or loss of funds for Board, including, but not limited to, liability under state or federal law.

Contractor's failure to comply with any of the obligations of this section shall be deemed a material breach of contract. In the event of such breach, Department shall provide notice of the breach and may immediately withhold any further payments due and terminate Contract without liability for any such payments. In lieu of termination, Department may, at its option, choose to withhold any further payments due until Contractor complies with the obligations of this section. Nothing in Contract shall be construed as giving Department the right to direct or control the work of Contractor or its employees, agents, or subcontractors. Contractor agrees to indemnify and hold Board and Department harmless from liability for any costs or expenses arising out of Contractor's breach of contract or a subcontract, or the acts or omissions of Contractor, its employees, agents, and subcontractors, including, but not limited to, any payments or damages resulting from any claim, demand, or suit against Board, whether actual or threatened.

ARTICLE XV PROGRAM EVALUATION AND MONITORING

Department may inquire as to the performance of the terms, conditions, and specifications of the Contract.

ARTICLE XVI ASSURANCES AND CERTIFICATIONS

Contractor assures and certifies that:

1. It possesses legal authority to enter into Contract: a resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the negotiation and execution of Contract, including all covenants, understandings and assurances herein contained and directing and authorizing the person identified as the official representative of Contractor to act in connection with Contract and to provide such additional information as may be required by Board or Department.
2. All applicants to this program either for staff or enrollees will be informed of their rights and responsibilities at the time of application. No person with responsibility in the operation of a program of Department will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, political affiliation, age, belief or handicaps. Any complaint or discrimination in the operation of such programs shall be handled in a manner compliant with the policies and procedures of Department.
3. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. Appropriate standards for health and safety in work and training situations will be maintained.
5. It shall comply with the provisions of the Clark County Concealed Carry Policy.
6. It is understood by Contractor that availability of funds is contingent on appropriations made by Board, State and Federal government.
7. It recognizes its responsibility for and agrees to assume full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by Contractor.
8. It recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.
9. It will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation or national origin, according to federal law.

10. It will, in all solicitation or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin, according to federal law.
11. In the hiring of employees for the performance of work under Contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, sexual orientation, age, disability or military status as defined in Section 4112.01 of the Ohio Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and able to perform the work to which Contract relates.
12. No contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under Contract on account of race, color, religion, sex, sexual orientation, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.
13. It will comply with all provisions of the Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor and State.
14. No employee designated in a quote or proposal as "key personnel" or any employee identified as critical to the success of the project can be removed without reasonable notice to Department, and replacements will not be made without Department approval.
15. Neither it nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to Contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.
16. It will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.
17. It agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.
18. Claims made to Department for payment for services to eligible individuals do not duplicate claims made by Contractor to other sources of public funds for the same service. The services being contracted for are not available on a non-reimbursable basis.
19. Nothing in Contract shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from Contract supplement and do not supplant existing services. *Supplanting of funds is considered material breach of contract, permitting Board to terminate Contract.*

20. All fixed assets purchased with funds provided through Contract remain the property of Board. Upon termination of Contract, Contractor may be asked to return equipment and other fixed assets to Board or Department.
21. It is bound by all of the confidentiality, disclosure and safeguarding requirements of the Ohio Revised Code and the Ohio Department of Job & Family Services, including, but not limited to those stated in the Ohio Revised Code Sections 5101.26, 5101.27, 5101.272, 5101.28, 5160.45, 42 Code of Federal Regulations Sections 431.300 through 431.307 and Ohio Administrative Code Section 5101:1-1-03 and 5160:1-1-01.1. Disclosure of information in a manner not in accordance with all applicable federal and state laws and regulations is deemed a breach of the contract and subject to the imposition of penalties, including, but not limited to, the penalties found in Revised Code Section 5101.99.
22. By signing Contract, Contractor certifies that it is currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code chapter 102 and the related provisions of chapter 2921.
23. Contractor has not and will not use federal funds to pay for any lobbying activities as defined in the Byrd Anti-lobbying Amendment (31 U.S.C. 1352).
24. It will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 SC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15, which prohibit the use under nonexempt federal contracts, grants, or lands of facilities included in the EPA List of Violating Facilities. Violations shall be reported to the State/county agency and to the US EPA Assistant Administrator for Enforcement (EN-329).
25. It is not listed in the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. Endorsement of Contract certifies its exclusion status and that of its principals. Contractor shall immediately notify Board of any delinquent federal debt, and in the event of such delinquent debt, the Government wide commercial purchase card shall not be authorized as a method of payment under Contract. In the event that Contractor is placed on the excluded party list at any time, Board shall have the right to terminate Contract immediately without additional payment for any services rendered. Contractor shall reimburse Board for any loss, costs, or expenses resulting from Contractor's inclusion on the excluded parties list or Contractor's delinquent federal debt.
26. For purposes of chapter 145 of the Ohio Revised Code, if Contractor is an entity engaged in business and Contractor has five or more employees, any individual employed by Contractor who provides personal services to Board or Department is not a public employee for the purposes of OPERS.
27. It shall report any suspected child abuse to Family & Children Services.
28. It shall report any suspected public assistance fraud to the Fraud and Benefit Recovery Unit.

29. Headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

Contract includes the following appendices:

Appendix I Statement of Work to be Performed

Appendix II Sample Invoice

Appendix III Affidavit in Compliance with ORC Section 3517.13

The abovementioned appendices and Contract instrument shall be considered as the binding document between Board, Department, and Contractor.

Contract shall be effective as of _____, 2016. However, no invoices will be paid until Contract is fully executed by Board, Department, and Contractor, and the required funds have been reserved for payment of such invoices.

THE CLARK COUNTY DEPARTMENT
OF JOB & FAMILY SERVICES

CONTRACTOR

Virginia K. Martycz, Ph.D., Director

Name, Title

Date

Date

CLARK COUNTY PROSECUTOR
Approved as to Form and Legal Sufficiency

THE BOARD OF CLARK COUNTY COMMISSIONERS

By: _____
For D. Andrew Wilson

Nathan Kennedy, County Administrator

Date

Date

Resolution No. _____

APPENDIX I STATEMENT OF WORK TO BE PERFORMED

MULTI-FUNCTION DEVICES

Contractor shall lease to Board, for use by Department, the below multi-function devices, pursuant to the terms of this contract. Contractor shall provide service for fifteen (15) multi-function devices, as leased to Board for use by Department, as follows:

	LOCATION	EQUIPMENT	ACCESSORIES	MONTHLY LEASE COST
1.	Building A, Caseworker / Big Front Room		RightFax, Finisher, PaperCut	\$_____
2.	Building A, Resource Room		RightFax, Finisher, PaperCut	\$_____
3.	Building A, Main Lobby		RightFax, Finisher, PaperCut	\$_____
4.	Building A, Administrative Hearing Room		RightFax, Finisher, PaperCut	\$_____
5.	Building C, 4 th Floor		RightFax, Finisher, PaperCut	\$_____
6.	Building C, 3 rd Floor		RightFax, Finisher, PaperCut	\$_____
7.	Building C, 2 nd Floor		RightFax, Finisher, PaperCut	\$_____
8.	Building C, 1 st Floor		Finisher, PaperCut	\$_____
9.	Building C, Basement		Finisher, PaperCut	\$_____
10.	Building D, Legal		RightFax, Finisher, PaperCut	\$_____
11.	Building D, Fiscal Office		RightFax, Finisher, PaperCut	\$_____
12.	Building D, Specialty Services		RightFax, Finisher, PaperCut	\$_____
13.	Building D, Child Advocacy Center (CAC)		Finisher, PaperCut	\$_____
14.	Garage		PaperCut	\$_____
15.	Shop		PaperCut	\$_____
Total Monthly Lease Cost				\$_____
Total Cost of Device Leases				\$_____
Maximum Amount Available for Per-page Service Costs				\$_____

Contractor shall install and set-up all devices in the locations specified by Department. All set-up and training required by Department will be included in the per-page service fees billed by Contractor. Contractor shall be responsible for updating device IP addresses when ODJFS migrates its network (if this has not occurred prior to the Contract start date; it is anticipated that ODJFS will be updating IP addresses in early 2016). Contractor shall be responsible for removing devices from Department at the end of the contract term, or after any contract renewals, whichever occurs later. All removal services and costs are included in the per-page service fees billed by Contractor; no additional costs shall be allowed relating to the installation or removal of equipment, unless agreed to in advance, in writing, by Department.

Contractor's service for the above devices shall be reimbursed at a per-page cost, for the length of the Contract term. Black and white images shall be billed at \$_____ per page, and color images shall be billed at \$_____ per page, for all machines. "Page" as defined in this Contract is one side of a physical piece of paper on which toner is applied by a device through copying or printing. Scanned images are not considered "pages" and will not be charged a per-page rate.

Contractor shall bill Department monthly, pursuant to Article III (A) of Contract. No additional costs shall be allowed relating to device installation or service, unless agreed to in advance, in writing, by Department.

ADDITIONAL SERVICES

Contractor shall provide the following additional services to Department:

PAPERCUT

Contractor shall install and configure PaperCut on all fifteen (15) devices, for use by up to 250 users. Contractor will provide ongoing maintenance and support for PaperCut for the term of Contract. PaperCut will include the use of proximity card readers to allow for individual identification at device. PaperCut will include Follow-Me Printing and Rules-Based Printing. Contractor shall install and configure PaperCut and the card readers on all devices and shall provide training to Department staff, as needed and scheduled by Department. The proximity card readers, installation of card readers and PaperCut, training required by Department, and five years of maintenance and support for PaperCut and card readers shall be included in the monthly cost for this service, as detailed below. No additional costs shall be allowed relating to this product or service, unless agreed to in advance, in writing, by Department.

RIGHTFAX

Contractor shall provide the following:


10. Upgrade Department's RightFax from version 9.3 to 10.6;
11. Build a new virtual server to support RightFax for Department;
12. FoIP – enable existing channels and update IP addresses when required by ODJFS;
13. Provide support for new FoIP enabled channels;
14. Provide 2100 modular fax gateway T-1 E1;
15. Provide fax gateway advanced unit replacement;
16. Provide one year of support service for RightFax for 10 connectors, on the devices listed above;
17. Ongoing support service for RightFax after the first year, to be billed annually.

Equipment, installation, set-up, IP upgrades, and all training required by Department relating to the upgrade and use of RightFax shall be included in the RightFax cost. No additional costs shall be allowed relating to this product or service, unless agreed to in advance, in writing, by Department.

	PRODUCT/SERVICE	# OF MACHINES	MONTHLY COST	ANNUAL COST	TOTAL COST
1.	PaperCut Lease or Purchase	15	\$_____	\$_____	\$_____
2.	PaperCut Support/Maintenance	15	\$_____	\$_____	\$_____
2.	RightFax, Upgrade Lease or Purchase	10	\$_____	\$_____	\$_____
3.	RightFax, Support/Maintenance	10	\$_____	\$_____	\$_____
Total Monthly Additional Service Cost					\$_____
Additional Annual Renewal Cost, Years 2-5					\$_____
Total Cost of Additional Services					\$_____

The RFP and Contractor's Proposal, which include detailed pricing and scope of services to be provided to Department, are included below.

**APPENDIX II
SAMPLE INVOICE**

 CLARK COUNTY DEPARTMENT OF JOB & FAMILY SERVICES						<h1 style="margin: 0;">CONTRACT INVOICE</h1>		
MFD Vendor								
Address						Invoice#:		
City, State Zipcode						Invoice Date:		
Phone:						Dates of Service:		
Bill To:						AMOUNT DUE 0.00		
Clark County Department of Job and Family Services								
c/o Ashley Clericus or Amber Mullaly								
1345 Lagonda Ave								
Springfield, Ohio 45503								

Machines	# of B/W Pages	B/W Subtotal	# of Color Pages	Color Subtotal	Machine Total	Year-to-Date TOTAL	Contract Budget	Contract Balance
Bldg A								
Front		0.00	-	-	0.00		-	-
Resource		0.00	-	-	0.00		-	-
Lobby		0.00	-	-	0.00		-	-
Hearing Rm		0.00		0.00	0.00		-	-
Bldg C								
4th		0.00		0.00	0.00		-	-
3rd		0.00	-	-	0.00		-	-
2nd		0.00	-	-	0.00		-	-
1st		0.00	-	-	0.00		-	-
Bsmt		0.00	-	-	0.00		-	-
Bldg D								
Legal		0.00	-	-	0.00		-	-
Fiscal		0.00		0.00	0.00		-	-
Front		0.00	-	-	0.00		-	-
CAC		0.00	-	-	0.00		-	-
Other								
Garage		0.00	-	-	0.00		-	-
Shop		0.00	-	-	0.00		-	-
Copies Subtotals:	0	0	0	0	0.00	0.00	0.00	0.00
Services					Monthly Cost	Year-to-Date TOTAL	Contract Budget	Contract Balance
PaperCut Service	-	-	-	-	0.00		0.00	0.00
RightFax Lease	-	-	-	-	0.00		0.00	0.00
RightFax Service	-	-	-	-	0.00		0.00	0.00
Machine Leases	-	-	-	-	0.00		0.00	0.00
Services Subtotal:					0.00	0.00	0.00	0.00
TOTALS:					0.00	0.00	0.00	0.00

I certify that all transactions reported have been made in compliance with federal, state, and local regulations, statutes, and in accordance with approved contract.

Signature		Typed Name	
Date		Telephone	

If you have any questions concerning this invoice contact: Ashley Clericus at (937) 327-1867, Ashley.Clericus@jfs.ohio.gov; or Amber Mullaly at (937) 327-1746, Amber.Mullaly@jfs.ohio.gov.

APPENDIX III
AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE

STATE OF OHIO

COUNTY OF _____ SS:

Personally appeared before me the undersigned, as an individual or as a representative of

_____ for a contract for _____
(Name of Entity) (Type of Product or Service)

to be let by the County of Clark, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the entity (corporation, business trust, partnership, other unincorporated business [including labor unions], association [including professional associations], estate, or trust):

1. That none of the following has individually made within the previous 24 months and that, if awarded a contract for the purchase of goods or services in excess of \$10,000 (aggregated) in a calendar year, none of the following individually will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions (on or after April 4, 2007) totaling in excess of \$1,000, to any member of the Clark County Board of Commissioners or their individual campaign committees:
 - a. myself;
 - b. any partner or owner or shareholder of the partnership (or other unincorporated business);
 - c. any shareholder of the association;
 - d. any administrator of the estate;
 - e. any executor of the estate;
 - f. any trustee of the trust;
 - g. any owner of more than 20% of the corporation or business trust (if applicable);
 - h. each spouse of any person identified in (a) through (c) of this section;
 - i. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (g) of this section (only applicable to contributions made on or after January 1, 2007).
2. That none of the following have collectively made within the previous 24 months, and that, if awarded a contract for the purchase of goods or services in excess of \$10,000 (aggregated) in a calendar year, none of the following collectively will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions (on or after April 4, 2007) totaling in excess of \$2,000, to any member of the Clark County Board of Commissioners or their individual campaign committees:
 - a. myself
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any shareholder of the association;
 - d. any administrator of the estate;
 - e. any executor of the estate;
 - f. any trustee of the trust;
 - g. any owner of more than 20% of the corporation or business trust (if applicable);
 - h. each spouse of any person identified in (a) through (c) of this section;
 - i. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (g) of this section.

Signature: _____

Title: _____

Sworn to before me and subscribed in my presence this _____ day of _____, 20____

Notary Public: _____

My Commission Expires: _____