REQUEST FOR PROPOSALS

RFP NUMBER: FS-120811

Lakeland Community College is requesting proposals for:

Food Service Point of Sale (POS) and Inventory Tracking System

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RFP ISSUED:	**October 27, 2011**
INQUIRY PERIOD BEGINS:	**October 27, 2011**
Pre-Proposal Meeting (Mandatory):	**November 10, 2011 at 1:00PM**
INQUIRY PERIOD ENDS:	**December 1, 2011 at 8:00AM**
PROPOSAL DUE DATE:	**December 8, 2011 at 1:00PM**
DEMONSTRATIONS:	**January 3 – February 2, 2011**

Proposals received after the due date and time will not be evaluated.

SUBMIT TO LOCATION: **Lakeland Community College**
ATTN: Mark Iacofano
ROOM NUMBER:A-2004
7700 Clocktower Dr
Kirtland, OH 44094

Offerors must note that all proposals and other material submitted will become the property of the College and may be returned only at the College's option. Proprietary information should not be included in a proposal or supporting materials because the College will have the right to use any materials or ideas submitted in any proposal without compensation to the Offeror. Additionally, all proposals will be open to the public after the award of the contract.

This RFP consists of five (5) parts, eleven (11) attachments, and two (2) exhibits, totaling 61 consecutively numbered pages.
Please verify that you have a complete copy.

PART ONE: EXECUTIVE SUMMARY

PURPOSE. Lakeland Community College (the College) is soliciting competitive sealed proposals (Proposals) for Food Services Point of Sale/Inventory Tracking System. If a suitable offer is made in response to this RFP, the College may enter into a contract (the Contract) to have the selected Offeror (the Contractor) perform all or part of the Project (the Work). This RFP provides details on what is required to submit a Proposal for the Work, how the College will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

This RFP also gives the estimated dates for the various events in the submission process, selection process, and performance of the Work. While these dates are subject to change, prospective Offerors must be prepared to meet them as they currently stand.

Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance of the Project may result in the College refusing to consider the Proposal of the Offeror.

BACKGROUND. Breakers is the main dining area with traditional cash registers and recently added credit card devices. In addition to Breakers, Lakeland has 4 kiosk/satellite locations that serve snacks and beverages; located in the H building, the E building, S Building and the Athletic Fitness Center ("AFC" concessions are only open for nighttime events). Breakers' also provides catering to special events at the Mooreland Mansion (located on campus) and some outside events, such as Graduation.

The College does not have an electronic means to track sales at the time of purchase, nor do we have any back-end inventory control software. Lakeland does not currently offer any meal plans or discounts but with the new system both options would be explored.

OBJECTIVES.
The College will be replacing the current Food Services' Point of Sale (POS) equipment, enabling better business decisions and improving operations while providing more information. The new POS should help the associates gain efficiencies in the system by providing an easier user interface. Additionally, the College is looking for a full-featured inventory and purchasing management system that will generate purchasing requirements and manage inventory which will deliver greater operational control through improved accuracy and efficiency. We are also interested in a time management system to schedule labor and provide payroll management reports.

CALENDAR OF EVENTS. The schedule for the Project is given below, and is subject to change. The College may change this schedule at any time. If the College changes the schedule before the Proposal due date, all registered Offerors will be notified by an addendum. After the Proposal due date and before the award of the Contract, the College will make scheduled changes through the RFP addendum process. The College will make changes in the Project schedule after the Contract award through the change order provisions located in the general terms and conditions of the Contract.

Estimated Dates

Contract Award Notification:	03/08/2012
Equipment Order:	04/12/2012
Project Start:	05/10/2012
Project Completion:	06/29/2012

NOTE: These dates are subject to change.

There are references in this RFP to the Proposal due date. Prospective Offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time (Kirtland, OH local time) that the Proposals are due.

Proposals received after 1:00 p.m. on the due date will not be evaluated.

PART TWO: STRUCTURE OF THIS RFP

ORGANIZATION. This RFP is organized into five (5) parts and eleven (11) attachments, two (2) exhibits. The parts and attachments are listed below.

PARTS:

Part One	Executive Summary
Part Two	Structure of this RFP
Part Three	General Instructions
Part Four	Evaluation of Proposals
Part Five	Award of the Contract

ATTACHMENTS:

Attachment One	Work Requirements and Special Provisions
Part One	Work Requirements
Part Two	Special Provisions
Attachment Two	Requirements for Proposals
Attachment Three	General Terms and Conditions
Part One	Performance and Payment
Part Two	Work & Contract Administration
Part Three	Ownership & Handling of Intellectual Property & Confidential Information
Part Four	Representations, Warranties, and Liabilities
Part Five	Acceptance and Maintenance
Part Six	Construction
Part Seven	Law & Courts
Attachment Four	Contract
Attachment Five	Offeror Profile Summary
5-A	Offeror Profile Form
5-B	Offeror Prior Project Form
5-C	Offeror Prior Project Form
5-D	Offeror Prior Project Form
Attachment Six	Offeror References
Attachment Seven	Offeror's Candidate Summary
7-A	Offeror's Candidate References
7-B	Offeror's Candidate Education, Training, Licensure, and Certifications
7-C	Offeror's Candidate Experience
Attachment Eight	Offeror Performance Form
Attachment Nine	Contractor / Subcontractor Affirmation and Disclosure Form
Attachment Ten	Cost Summary Form
Attachment Eleven	Delinquent Personal Property Tax Statement

EXHIBITS:

Exhibit A	Technical Information
Exhibit B	Cost Summary Recommendations

PART THREE: GENERAL INSTRUCTIONS

The following sections provide details on how to get more information about this RFP and how to respond to this RFP. All responses must be complete and in the prescribed format.

CONTACTS. The following person will represent the College:

Mark Iacofano
Lakeland Community College
Assistant Director for Purchasing
7700 Clocktower Dr
Kirtland, OH 44094
Phone:440-525-7137
Email: miacofano@lakelandcc.edu

During the performance of the Work, a College representative will represent the Agency and be the primary contact for matters relating to the Work. The Agency Project Representative will be designated in writing after the Contract award.

INQUIRIES. Offerors may make inquiries regarding this RFP any time during the inquiry period listed in the Calendar of Events. To make an inquiry, Offerors must use the following process:

1. Access the State Procurement Web site at http://www.ohio.gov/procure.
2. From the navigation bar on the left, select "Find It Fast".
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the RFP Number found on page 1 of the document.
5. Click "Find It Fast" button
6. On the document information page, click "Submit Inquiry".
7. On the document inquiry page, complete the required "Personal Information" section by providing:
    a. First and last name of the prospective Offeror's representative who is responsible for the inquiry.
    b. Name of the prospective Offeror.
    c. Representative's business phone number.
    d. Representative's e-mail address.

8. Type the inquiry in the space provided including:
    a. A reference to the relevant part of this RFP.
    b. The heading for the provision under question.
    c. The page number of the RFP where the provision can be found.

9. Click the "Submit" button.

Offerors may view inquiries and responses using the following process:

1. Access the State Procurement Web site at http://www.ohio.gov/procure.
2. From the navigation bar on the left, select "Find It Fast".
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the RFP Number found on Page 1 of the document.
5. Click "Find It Fast" button.
6. On the document information page, click the "View Q&A button to display all inquiries with responses submitted to date.

The College will try to respond to all inquiries within 72 hours of receipt, excluding weekends and College holidays. The College will not respond to any inquiries received after the inquiry end date.

Offerors are to base their RFP responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in this RFP for the future contract, not on details of any other potentially related contract or project. If Offerors ask questions about existing contracts using the existing Q&A process, the College will use its discretion in deciding whether to provide answers as part of this RFP process.
The College is under no obligation to acknowledge questions submitted if those questions are not in accordance with these instructions or deadlines.

ADDENDA TO THE RFP. If the College decides to revise this RFP before the Proposal due date, an addendum will be announced by the College.

When an addendum to this RFP is necessary, the College may extend the Proposal due date through an addendum. Addenda announcements may be provided any time before 5:00 p.m. on the day before the Proposal is due. It is the responsibility of each prospective Offeror to check for announcements and other current information regarding this RFP.

After the submission of Proposals, addenda will be distributed only to those Offerors whose submissions are under active consideration. When the College issues an addendum to the RFP after Proposals have been submitted, the College will permit Offerors to withdraw their Proposals.

This withdrawal option will allow any Offeror to remove its Proposal from active consideration should the Offeror feel that the addendum changes the nature of the transaction to the extent that the Offeror's Proposal is no longer in its interests. Alternatively, the College may allow Offerors who have Proposals under active consideration to modify their Proposals in response to the addendum, as described below.

Whenever the College issues an addendum after the Proposal due date, the College will tell all Offerors whose Proposals are under active consideration whether they have the option to modify their Proposals in response to the addendum. Any time the College amends the RFP after the Proposal due date, an Offeror will have the option to withdraw its Proposal even if the College permits modifications to the Proposals. If the Offerors are allowed to modify their Proposals, the College may limit the nature and scope of the modifications. Unless otherwise stated in the notice by the College, modifications and withdrawals must be made in writing and must be submitted within ten (10) business days after the addendum is issued. If this RFP provides for a negotiation phase, this procedure will not apply to changes negotiated during that phase. Withdrawals and modifications must be made in writing and submitted to the College at the address and in the same manner required for the submission of the original Proposals. Any modification that is broader in scope than the College has authorized may be rejected and treated as a withdrawal of the Offeror's Proposal.

PROPOSAL SUBMITTAL**.** Each Offeror must submit a Technical Proposal and a Cost Proposal as part of its Proposal package. Proposals must be submitted as two (2) separate components (Cost Proposal and Technical Proposal) in separate sealed envelopes/packages. Each Technical Proposal package must be clearly marked "RFP# FS-120811" – Technical Proposal" on the outside of each Technical Proposal package's envelope. Each Cost Proposal package must be clearly marked "RFP# FS-120811" – Cost Proposal" on the outside of each Cost Proposal package's envelope. Each Offeror must submit one (1) original, completed and signed in blue ink, and five (5) copies for a total of six (6) Proposal packages.

The Offeror must also submit, in the sealed package, a complete copy of the Proposals on CD-ROM in Microsoft Office (Word, Excel, or Project) 2003 or higher, format and/or PDF format as appropriate. In the event there is a discrepancy between the hard copy and the electronic copy, the hard copy will be the official Proposal. Proposals are due no later than the proposal due date, at 1:00 p.m. Proposals submitted by e-mail or fax are not acceptable and will not be considered. Proposals must be submitted to:

Lakeland Community College
ATTN: Mark Iacofano
ROOM#:A-2004
7700 Clocktower Dr.
Kirtland, Ohio 44094

The College will reject any Proposals or unsolicited Proposal addenda that are received after the deadline. An Offeror who mails its Proposal must allow adequate mailing time to ensure its timely receipt. The College recommends that Offerors submit proposals as early as possible. Proposals received prior to the deadline are stored, unopened, in a secured area until 1:00 p.m. on the due date. Offerors must also allow for potential delays due to increased security. The College will reject late proposals regardless of the cause for the delay.

Each Offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered, except as allowed by this RFP.

By submitting a Proposal, the Offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. The College is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different from the inquiry process described in the RFP.

ORC Section 9.24 prohibits the College from awarding a Contract to any Offeror(s) against whom the Auditor of State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of award. By submitting a Proposal, the Offeror warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying the College of such finding. ORC Section 9.231 applies to this contract.

The College may reject any Proposal if the Offeror takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the Offeror's Proposal fails to meet any requirement of this RFP. Any question asked during the inquiry period will not be viewed as an exception to the Terms and Conditions.

CONFIDENTIAL INFORMATION. The College procures goods and services through a Request for Proposal (RFP), in a transparent manner. As such, the process to procure goods and services by the College is open to inspection by the public. The College makes available prices (offered and accepted), terms of payment, proposal materials, evaluation scores, product information, and other types of information the College uses in evaluating and/or awarding the Contract. Further, the College will open for public inspection all proposals provided to the College in response to this RFP.

Therefore, an Offeror should not provide the College with any information that the Offeror wishes the College not to provide to the public pursuant to a public request for such information. (Note: The College will attempt to redact ancillary personal information such as social security numbers and Tax Identification Numbers from public inspection.) Additionally, the Offeror must understand that all Proposals and other material submitted will become the property of the College and may be returned only at the College's option. Proprietary information should not be included in a Proposal or supporting materials because the College will have the right to use any materials or ideas submitted in any Proposal without compensation to the Offeror.

However, if the Offeror chooses to include information it deems proprietary or trade secret information, the Offeror may designate such information as confidential and request that such information not be considered as public records and open for inspection. The College shall review such requests provided the following:

1. The Offeror provides both an electronic copy and paper (hard) copies of the Proposal;
2. The Offeror clearly designates such information as confidential, proprietary, or trade secret, as appropriate at the time of Proposal submission;
3. The Offeror submits the designated material in a sealed container clearly marked "Confidential" and such material is readily separable from the Proposal; and
4. The Offeror redacts such information from the electronic copy of the Proposal.

The College will review such information to determine whether the material is of such nature that confidentiality is warranted.

The decision as to whether such confidentiality is appropriate rests solely with the College. If the College determines that the information marked as confidential, trade secret, or proprietary, is not ancillary to the Proposal and that the College needs such information in the evaluation of the proposal or that the information does not meet a statutory exception to disclosure, the College will make the information available to the public. The College will inform the Offeror, in writing, of the information the College does not consider confidential for purposes of public disclosure.

Upon receipt of the College's determination that all or some portion of the Offeror's designated information is not confidential, the Offeror may exercise the following options:

1. Withdraw the Offeror's entire Proposal;
2. Request that the College evaluate the Proposal without certain information the College deemed "public" (the College will return such information to the Offeror); or
3. Withdraw the designation of confidentiality, trade secret, or proprietary information for such information and request the College review the Proposal in its entirety.

Finally, if information submitted in the Proposal is not marked as "Confidential", it will be determined that the Offeror waived any right to assert such confidentiality.

The College will retain all Proposals, or a copy of them, as part of the Contract file for at least ten (10) years. After the retention period, the College may return, destroy, or otherwise dispose of the Proposals or the copies.

WAIVER OF DEFECTS. The College may waive any defects in any Proposal or in the submission process followed by an Offeror. The College will only do so if it believes that it is in the College's interests and will not cause any material unfairness to other Offerors.

MULTIPLE OR ALTERNATE PROPOSALS. The College accepts multiple Proposals from a single Offeror, but the College requires that each such Proposal be submitted separately from every other Proposal the Offeror makes. Additionally, the Offeror 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 Offeror or refer to another Proposal. The College will judge each alternate Proposal on its own merit.

ADDENDA TO PROPOSALS. Addenda or withdrawals of Proposals will be allowed only if the addendum or withdrawal is received before the Proposal due date. No addenda or withdrawals will be permitted after the due date, except as authorized by this RFP.

PROPOSAL INSTRUCTIONS. Each Proposal must be organized in an indexed binder ordered in the same manner as the response items are ordered in Attachment Two of this RFP.

The College wants clear and concise Proposals. Offerors should, however, take care to completely answer questions and meet the RFP's requirements thoroughly. All Offerors, including current contract holders, if applicable, must provide detailed and complete responses as Proposal evaluations and subsequent scores are based solely on the content of the Proposal.

No assumptions will be made or values assigned for the competency of the Offeror whether or not the Offeror is a current or previous contract holder.

The requirements for the Proposal's contents and formatting are contained in an attachment to this RFP.

The College will not be liable for any costs incurred by an Offeror in responding to this RFP, regardless of whether the College awards the Contract through this process, decides not to go forward with the Project, cancels this RFP for any reason, or contracts for the Project through some other process or by issuing another RFP.

PART FOUR: EVALUATION OF PROPOSALS

EVALUATION OF PROPOSALS. The evaluation process consists of, but is not limited to, the following steps:

1. Certification. The College shall open only those proposals certified as timely by the Purchasing Department.

2. Initial Review. The College will review all certified Proposals for format and completeness. The College normally rejects any incomplete or incorrectly formatted Proposal, though it may waive any defects or allow an Offeror to submit a correction. If the Offeror meets the formatting and mandatory requirements listed herein, the College will continue to evaluate the proposal.

3. Proposal Evaluation. The procurement representative responsible for this RFP will forward all timely, complete, and properly formatted Proposals to an evaluation committee, which the procurement representative will chair. The evaluation committee will rate the Proposals submitted in response to this RFP based on criteria and weight assigned to each criterion.

   The evaluation committee will evaluate and numerically score each Proposal that the procurement representative has determined to be responsive to the requirements of this RFP. The evaluation will be according to the criteria contained in this Part of the RFP. An attachment to this RFP may further refine these criteria, and the College has a right to break these criteria into components and weight any components of a criterion according to their perceived importance.

   The committee may also have the Proposals or portions of them reviewed and evaluated by independent third parties or various College personnel with technical or professional experience that relates to the Work or to a criterion in the evaluation process. The committee may also seek reviews of end users of the Work or the advice or evaluations of various College committees that have subject matter expertise or an interest in the Work. In seeking such reviews, evaluations, and advice, the committee will first decide how to incorporate the results in the scoring of the Proposals. The committee may adopt or reject any recommendations it receives from such reviews and evaluations.

   The evaluation will result in a point total being calculated for each Proposal. At the sole discretion of the College, any Proposal in which the Offeror received a significant number of zeros for sections in the technical portions of the evaluation may be rejected.

   The College will document all major decisions in writing and make these a part of the Contract file along with the evaluation results for each Proposal considered.

4. Clarifications and Corrections. During the evaluation process, the College may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its Proposal if the College believes doing so does not result in an unfair advantage for the Offeror and it is in the College's best interests. Any clarification response that is broader in scope than what the College has requested may result in the Offeror's proposal being disqualified.

5. Interviews, Demonstrations, and Presentations. The College may require top Offerors to be interviewed. Such presentations, demonstrations, and interviews will provide an Offeror with an opportunity to clarify its Proposal and to ensure a mutual understanding of the Proposal's content. This will also allow the College an opportunity to test or probe the professionalism, qualifications, skills, and work knowledge of the proposed candidates. The presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of the College. The College may record any presentations, demonstrations, and interviews. No more than the top three (3) Proposals may be requested to present an oral presentation of their proposed Work Plan to the committee.

6. Contract Negotiations. Negotiations will be scheduled at the convenience of the College. The selected Offeror(s) are expected to negotiate in good faith.

   a. General. Negotiations may be conducted with any Offeror who submits a competitive Proposal, but the College may limit discussions to specific aspects of the RFP. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the RFP, or the Offeror's Proposal, as appropriate. Negotiated changes that are reduced to writing will become a part of the Contract file open to inspection to the public upon award of the Contract. Any Offeror whose response continues to be competitive will be accorded fair and equal treatment with respect to any clarification, correction, or revision of the RFP and will be given the opportunity to negotiate revisions to its Proposal based on the amended RFP.

   b. Top-ranked Offeror. Should the evaluation process have resulted in a top-ranked Proposal, the College may limit negotiations to only that Offeror and not hold negotiations with any lower-ranking Offeror. If negotiations are unsuccessful with the top-ranked Offeror, the College may then go down the line of remaining Offerors,

according to rank, and negotiate with the next highest-ranking Offeror. Lower-ranking Offerors do not have a right to participate in negotiations conducted in such a manner.

c. Negotiation with Other Offerors. If the College decides to negotiate with all the remaining Offerors, or decides that negotiations with the top-ranked Offeror are not satisfactory and negotiates with one or more of the lower-ranking Offerors, the College will then determine if an adjustment in the ranking of the remaining Offerors is appropriate based on the negotiations. The Contract award, if any, will then be based on the final ranking of Offerors, as adjusted.

Negotiation techniques that reveal one Offeror's price to another or disclose any other material information derived from competing Proposals are prohibited. Any oral modification of a Proposal will be reduced to writing by the Offeror as described below.

d. Post Negotiation. Following negotiations, the College may set a date and time for the submission of best and final Proposals by the remaining Offeror(s) with which the College conducted negotiations. If negotiations were limited and all changes were reduced to signed writings during negotiations, the College need not require the submissions of best and final Proposals.

It is entirely within the discretion of the College whether to permit negotiations. An Offeror 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 negotiations to particular aspects of any Proposal, to limit the Offerors with whom the College wants to negotiate, and to dispense with negotiations entirely.

The College generally will not rank negotiations. The negotiations will normally be held to correct deficiencies in the preferred Offeror's Proposal. If negotiations fail with the preferred Offeror, the College may negotiate with the next Offeror in ranking. Alternatively, the College may decide that it is in the interests of the College to negotiate with all the remaining Offerors to determine if negotiations lead to an adjustment in the ranking of the remaining Offerors.

From the opening of the Proposals to the award of the Contract, everyone working on behalf of the College to evaluate the Proposals will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. They will also seek to keep this information away from other Offerors, and the evaluation committee will not be allowed to tell one Offeror about the contents of another Offeror's Proposal in order to gain a negotiating advantage.

Before the award of the Contract or cancellation of the RFP, any Offeror that seeks to gain access to the contents of another Offeror's Proposal may be disqualified from further consideration.

The written changes will be drafted and signed by the Offeror and submitted to the College within a reasonable period of time. If the College accepts the change, the College will give the Offeror written notice of the College's acceptance. The negotiated changes to the successful offer will become a part of the Contract.

e. Failure to Negotiate. If an Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the College may terminate negotiations with that Offeror and collect on the Offeror's proposal bond, if a proposal bond was required in order to respond to this RFP.

7. Best and Final Offer. If best and final proposals, or best and final offers (BAFOs), are required, they may be submitted only once; unless the College makes a determination that it is in the College's interest to conduct additional negotiations. In such cases, the College may require another submission of best and final proposals. Otherwise, discussion of or changes in the best and final proposals will not be allowed. If an Offeror does not submit a best and final proposal, the Offeror's previous Proposal will be considered the Offeror's best and final proposal.

8. Determination of Responsibility. The College may review the highest-ranking Offerors or its key team members to ensure that the Offeror is responsible. The Contract may not be awarded to an Offeror that is determined not to be responsible. The College's determination of an Offeror's responsibility may include the following factors: the experience of the Offeror and its key team members; past conduct and past performance on previous contracts; ability to execute this contract properly; and management skill. The College will make such determination of responsibility based on the Offeror's Proposal, reference evaluations, and any other information the College requests or determines to be relevant.

9. Reference Checks. The College may conduct reference checks to verify and validate the Offeror's or proposed candidate's past performance. Reference checks indicating poor or failed performance by the Offeror or proposed candidate may be cause for rejection of the proposal. In addition, failure to provide requested reference contact information may result in the College not including the referenced experience in the evaluation process.

The reference evaluation will measure the criteria contained in this part of the RFP as it relates to the Offeror's previous contract performance including, but not limited, to its performance with other colleges, local, state, and federal entities. The College reserves the right to check references other than those provided in the Offeror's Proposal. The College may obtain information relevant to criteria in this part of the RFP, which is deemed critical to not only the successful operation and management of the Project, but also the working relationship between the College and the Offeror.

FINANCIAL ABILITY. Part of the Proposal evaluation criteria is the qualifications of the Offeror which include, as a component, the Offeror's financial ability to perform the Contract. This RFP may expressly require the submission of financial statements from all Offerors in the Proposal contents attachment. If the Proposal contents attachment does not make this an expressed requirement, the College may still insist that an Offeror submit audited financial statements for up to the past three (3) years if the College is concerned that an Offeror may not have the financial ability to carry out the Contract.

In evaluating an Offeror's financial ability, the weight the College assigns, if any, to that financial ability will depend on whether the Offeror's financial position is adequate or inadequate. That is, if the Offeror's financial ability is adequate, the value assigned to the Offeror's relative financial ability in relation to other Offerors may or may not be significant, depending on the nature of the Work. If the College believes the Offeror's financial ability is not adequate, the College may reject the Proposal despite its other merits.

The College will decide which phases are necessary. The College has the right to eliminate or add phases at any time in the evaluation process.

To maintain fairness in the evaluation process, all information sought by the College will be obtained in a manner such that no Offeror is provided an unfair competitive advantage.

MANDATORY REQUIREMENTS. Table 1 (following) contains items that are considered minimum requirements for this RFP.

Determining the Offeror's ability to meet the minimum requirements is the first step of the College evaluation process. The Offeror must demonstrate to the College that it meets all minimum requirements listed in the Mandatory Requirements section (Table 1). The Offeror's response to the minimum requirements must be clearly labeled "Mandatory Requirements" and collectively contained in Tab 1 of the Offeror's Proposal in the "Cover Letter and Mandatory Requirements" section. (Refer to Attachment Two of the RFP document for additional instructions.)

The College will evaluate Tab 1, alone, to determine whether the Proposal meets all Mandatory Requirements. If the information contained in Tab 1 does not clearly meet every Mandatory Requirement, the Proposal may be disqualified by the College and the College will not evaluate any other portion of the Proposal.

TABLE 1 - MANDATORY PROPOSAL REQUIREMENTS

Mandatory Requirements	Accept	Reject
1. Must be able to provide for all portions of the RFP with a high operating speed, reliability, ease of use, remote supportability, low cost, and rich functionality.		
2. Equipment provided must comply with all Payment Card Industry compliance rules		
3. Must be able to interface with current College accounting systems		

If the College receives no Proposals meeting all of the mandatory requirements, the College may elect to cancel this RFP.

PROPOSAL EVALUATION CRITERIA. If the Offeror provides sufficient information to the College in Tab 1 of its proposal, demonstrating it meets the Mandatory Requirements, the Offeror's Proposal will be included in the next part of the evaluation process which involves the scoring of the Proposal Technical Requirements, followed by the scoring of the Cost Proposals. In the Proposal evaluation phase, the College rates the Proposals submitted in response to this RFP based on the following listed criteria and the weight assigned to each criterion. The possible points allowed in this RFP are distributed as indicated in the Table 2 - Scoring Breakdown.

TABLE 2 - SCORING BREAKDOWN

Criteria	Maximum Allowable Points
Proposal Technical Requirements	600 Points
Proposal Cost	400 Points
Total	1000 Points

The scale below (0-5) will be used to rate each proposal on the criteria listed in the Technical Proposal Evaluation table.

DOES NOT MEET 0 POINTS	WEAK 1 POINT	WEAK TO MEETS 2 POINTS	MEETS 3 POINTS	MEETS TO STRONG 4 POINTS	STRONG 5 POINTS

The College will score the Proposals by multiplying the score received in each category by its assigned weight and adding all categories together for the Offeror's Total Technical Score in Table 3. Representative numerical values are defined as follows:

DOES NOT MEET (0 pts.): Response does not comply substantially with requirements or is not provided.

WEAK (1 pt.): Response was poor related to meeting the objectives.

WEAK TO MEETS (2 pts.): Response indicates the objectives will not be completely met or at a level that will be below average.

MEETS (3 pts.): Response generally meets the objectives (or expectations).

MEETS TO STRONG (4 pts.): Response indicates the objectives will be exceeded.

STRONG (5 pts.): Response significantly exceeds objectives (or expectations) in ways that provide tangible benefits or meets objectives (or expectations) and contains at least one enhancing feature that provides significant benefits.

TABLE 3 - TECHNICAL PROPOSAL EVALUATION

Criterion	Weight	Rating (0=Does not Meet to 5=Strong)	Extended Score
Offeror Profile			
1. **Qualifications of engineers, project managers, etc.**	**10**		
2. **A display and understanding of the overall specifics**	**10**		
Offeror References			
1. **Experience on projects with similar size and scope**	**15**		
Scope of Work			
1. **Project Management**	**10**		
2. **Design Specifications**	**15**		
3. **Implementation**	**15**		
4. **Training**	**5**		
5. **Identification of Software and Hardware**	**15**		
6. **Maintenance and Support**	**10**		
7. **Overall Vision**	**15**		

Total Technical Score: _____

In this RFP, the College asks for responses and submissions from Offerors, most of which represent components of the above criteria. While each criterion represents only a part of the total basis for a decision to award the Contract to an Offeror, a

failure by an Offeror to make a required submission or meet a mandatory requirement will normally result in a rejection of that Offeror's Proposal. The value assigned above to each criterion is only a value used to determine which Proposal is the most advantageous to the College in relation to the other Proposals that the College received.

Once the technical merits of a Proposal are evaluated, the costs of that Proposal will be considered. It is within the College's discretion to wait to factor in a Proposal's cost until after any interviews, presentations, demonstrations or discussions. Also, before evaluating the technical merits of the Proposals, the College may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. The College may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

COST PROPOSAL POINTS. The College will calculate the Offeror's Cost Proposal points after the Offeror's total technical points are determined, using the following method:

Cost points = (lowest Offeror's cost/Offeror's cost) x Maximum Allowable Cost Points as indicated in the "Scoring Breakdown" table. The value is provided in the Scoring Breakdown table. "Cost" = Total Not to Exceed Cost identified in the Cost Summary section of Offeror Proposals. In this method, the lowest cost proposed will receive the Maximum Allowable Points.

The number of points assigned to the cost evaluation will be prorated, with the lowest accepted cost proposal given the maximum number of points possible for this criterion. Other acceptable cost proposals will be scored as the ratio of the lowest price proposal to the proposal being scored, multiplied by the maximum number of points possible for this criterion.

An example for calculating cost points, where Maximum Allowable Cost Points Value = 60 points, is the scenario where Offeror X has proposed a cost of $100.00. Offeror Y has proposed a cost of $110.00 and Offeror Z has proposed a cost of $120.00. Offeror X, having the lowest cost, would get the maximum 60 cost points. Offeror Y's cost points would be calculated as $100.00 (Offeror X's cost) divided by $110.00 (Offeror Y's cost) equals 0.909 times 60 maximum points, or a total of 54.5 points. Offeror Z's cost points would be calculated as $100.00 (Offeror X's cost) divided by $120.00 (Offeror Z's cost) equals 0.833 times 60 maximum points, or a total of 50 points.

Cost Score: _____

FINAL STAGES OF EVALUATION. The Offeror with the highest point total from all phases of the evaluation (Technical Points + Cost Points) will be recommended for the next phase of the evaluation.

Technical Score: _____ + Cost Score: _____ = Total Score: _____

If the College finds that one or more Proposals should be given further consideration, the College may select one or more of the highest-ranking Proposals to move to the next phase. The College may alternatively choose to bypass any or all subsequent phases and make an award based solely on the proposal evaluation phase.

REJECTION OF PROPOSALS. The College may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, or that the College believes is excessive in price or otherwise not in its interests to consider or to accept. In addition, the College may cancel this RFP, reject all the Proposals, and seek to do the Project through a new RFP or by other means.

DISCLOSURE OF PROPOSAL CONTENTS. The College will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, the College will seek to keep the contents of all Proposals confidential until the Contract is awarded. The College will prepare a registry of Proposals containing the name and address of each Offeror. That registry will be open for public inspection after the Proposals are opened.

PART FIVE: AWARD OF THE CONTRACT

CONTRACT AWARD. The College plans to award the Contract based on the schedule in the RFP, if the College decides the Project is in the best interests of the College and has not changed the award date.

The signature page for the Contract is included as Attachment Four of this RFP. In order for an Offeror's Proposal to remain under active consideration, the Offeror must sign the two (2) copies enclosed in blue ink and return the signed Contracts to the College with its response. Submittal of a signed Contract does not imply that an Offeror will be awarded the Contract. In awarding the Contract, the College will issue an award letter to the selected Contractor. The Contract will not be binding on the College until the duly authorized representative of the College signs both copies and returns one (1) copy to the Contractor, the College issues a purchase order, and all other prerequisites identified in the Contract have occurred.

The College expects the Contractor to commence work upon receipt of a college-issued purchase order. If the College awards a Contract pursuant to this RFP and the Contractor is unable or unwilling to commence the work, the College reserves the right to cancel the Contract and return to the original RFP process and evaluate any remaining Offeror Proposals reasonably susceptible of being selected for award of the Contract. The evaluation process will resume with the next highest ranking, viable Proposal.

CONTRACT. If this RFP results in a Contract award, the Contract will consist of this RFP including all attachments, written addenda to this RFP, the Contractor's accepted Proposal, and written authorized addenda to the Contractor's Proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The general terms and conditions for the Contract are contained in Attachment Three of this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Offeror's proposal, as amended, clarified, and accepted by the College; and
4. The documents and materials incorporated by reference in the Offeror's Proposal.

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

ATTACHMENT ONE: WORK REQUIREMENTS AND SPECIAL PROVISIONS
PART ONE: WORK REQUIREMENTS

This attachment describes the Project and what the Contractor must do to complete the Project satisfactorily. It also describes what the Offeror must deliver as part of the completed Project (the "Deliverables"), and it gives a detailed description of the Project's schedule.

I. SCOPE OF WORK/SPECIFICATIONS

GENERAL REQUIRMENTS

Project Management/Implementation/Training:

- The Project Manager will be requested to attend occasional meetings as needed.
- The Project Manager will coordinate and play a role in making sure pitfalls are avoided and that issues are handled as they arise.
- Placement, installation, integration, programming and troubleshooting of all hardware and software.
    - Integration into ' the College's systems for ID information will remain the responsibility of the College.
- System must be installed in a redundant configuration for failover.
- Training will be styled as 'train the trainer', which can be done in person, online, or a combination of both.
    - Ongoing ability to take free, online sessions

All Necessary Software and Hardware Costs:

- All individual systems must state whether they are hosted by the vendor or if the system will be hosted on campus.
- Hosted on campus:
    - If the software is to be installed on individual servers, please give hardware sizing requirement recommendations, as these will be purchased directly by Lakeland Community College. If appliance based, these sizing requirements are not necessary, but should be included in the total costs.
    - If VMWare is supported, please indicate at what level.
- Hosted Remotely:
    - Secure off-site data center(s) includes back up, redundancy, disaster recovery, firewall, failover, data encryption, virus protection, and security controls.
    - Hosted solutions must provide annual cost for each for 5 years.
- Licensing Requirements
    - All user licenses required for system operation shall be included in the Contractor's bid. User licenses shall include, but not be limited to, server and workstation software, network controllers, card readers, printers, badging stations, and any other licensing that is required by the manufacturer for operation of any system component.
- Provide licensing and configuration of system administration software for up to 7 concurrent users on owner-provided workstations.

Operation And Maintenance Data

- All tasks shall be accessible from any compatible client workstation on the network using one or all of the following:
    - Traditional client/server architecture,
    - N-tier architecture where the system shall support the expansion of the system architecture and allow for end-user deployment. The system shall allow but not require the separation of the database, application server, web server, and client interface. The system shall require that all connections to the database be performed through a trusted link from the client or internet browser interface.
    - Centralized publishing of applications using VMware through any compatible internet browser application and/or by mobile computer including Tablet PC or PDA device.
- The system shall use an open architecture where all data must reside on a single database and must be accessible in real time.
- The system architecture shall support Microsoft Windows Clustering, Hot-Standby, Fault Tolerant Servers, and Fault Tolerant Hot Standby Servers.
- The system(s) shall be able to connect to and interface with external data sources using all of the following methods: ASCII with support for XML, and real-time exchange of data via Active Directory/LDAP utilizing an API supported by the manufacturer. The live exchange of data shall permit exposure of events and transactions to other data sources in real time and allow for receipt of data into the system permitting this data to be acted upon and trigger linked events in real time.
    - Integrate with central authentication services, such as Active Directory and Standard LDAP.
    - The system must have a published API / SDK permitting 3rd party integrations to the product without restrictions.
        - It must be able to handle updates, inserts, and deletes of campus personnel; their contact information; and other job-related attributes.
        - It must be able to accurately upload information on a daily basis within a reasonable timeframe and require minimal university application development support.

        - It must be authenticated and encrypted.
- The system shall provide advanced query capability
- The configuration applications shall be password protected with an optional additional level of protection restricting what each individual may edit or display inside the configuration application.
- The system must provide separate development/test environments and an easy way to update test from production data.
- Manuals: Final copies of the manuals shall be delivered within 30 days after completing the installation test. Each manual's contents shall be identified on the cover. The manual shall include names, addresses, and telephone numbers of the contractor responsible for the installation and maintenance of the system and the factory representatives for each item of equipment for each system. The manuals shall have a table of contents and labeled sections. The final copies delivered after completion of the installation test shall include all modifications made during installation, checkout, and acceptance testing. Manuals shall be submitted in both hardcopy and electronic format. The manuals shall consist of the following:
    - Functional Design Manual: The functional design manual shall identify the operational requirements for the system and explain the theory of operation, design philosophy, and specific functions. A description of hardware and software functions, interfaces, and requirements shall be included.
    - Hardware Manual: The manual shall describe all equipment furnished including: General description and specifications, installation and check out procedures, Equipment layout and electrical schematics to the component level, System layout drawings and schematics, alignment and calibration procedures, Manufacturers' repair parts list indicating sources of supply.
    - Software Manual: The software manual shall describe the functions of all software and shall include all other information necessary to enable proper loading, testing, and operation. The manual shall include: Definition of terms and functions, system use and application software, initializations, start up, and shut down, Reports generation, Details on forms customization and field parameters.
    - Operator's Manual: The operators manual shall fully explain all procedures and instructions for the operation of the system including: Computers and peripherals, system startup and shut down procedures, use of system, command, and applications software,recovery and restart procedures, graphic alarm presentation, use of report generator and generation of reports, data entry, operator commands, alarm messages and reprinting format, and system permissions functions and requirements.
    - Maintenance Manual: The maintenance manual shall include descriptions of maintenance for all equipment including inspection, periodic preventive maintenance, fault diagnosis, and repair or replacement of defective components.

Maintenance and Support:

- All hardware and software should have the first (1st) year maintenance and support included.
- Support and maintenance for each year after Year 1 (Years 2-5) shall be included separately.
- Following acceptance of the system, vendor shall warrant installation and equipment within industry guidelines. The College will notify vendor of formal acceptance of the system after successful post-installation testing which yields 100% pass rating and the College is satisfied with all work in accordance with documents.

Reporting Requirements:

- Both systems should come with a robust selection of out-of-the box reports.
- Ability to print and customize reports from the desktop to include daily, weekly, monthly sales and usage reports.
- Read-only access to all back-end databases.

Integration:

- Comparison of category or class sales from POS to inventory control system.
- The POS and Inventory control system should be fully integrated and automatic importing of data between the two systems should be seamless.
- Ability to be integrated with our ERP - SunGard Banner – Finance in an automated manner for.
    - Track interdepartmental food service charges
    - Student Financial Aid.
- Payment processing using TouchNet payment processing systems
- Data Feeds/RSS/Web service API's to provide marketing and signage information

Assumptions:

- The College will be serving clients during the installation period.
- This system will comply with all applicable data security laws such as PCI, FERPA, GLBA, etc…
- Any legacy equipment not used in the new system will be removed by the vendor and remain at Lakeland. Please feel free to provide a trade-in allowance but list the allowance separately.
- The College will provide appropriate electric and network wall jack for network connectivity, but the vendor will ensure that exposed cabling should be neatly hung (j-hooks, etc.) and/or in conduit and/or be hidden and/or neatly wrapped.

Submittals

- Product Data Submittal: Provide manufacturers' technical product specification sheet for each individual component type.
- Compliance with each requirement of these documents. The submittal shall acknowledge each requirement of this section, item-by-item.
- All component options and accessories specific to this project.
    - Server processor(s), workstation configurations, total and available disk space, and memory size.
- All network bandwidth, latency and reliability requirements.
- Backup/archive system size and configuration.

POINT OF SALE

This project will start with the POS touch screen registers and real-time reporting. We would like the Cashier to have a user-friendly, menu-driven system to be able to quickly input the items that are being purchased. If an item has a bar code, we would like to be able to scan it instead of having to select the item to save time. Although not an immediate deliverable, we would like to continue moving toward handling less cash by giving the customer the ability to be able to slide their Lakeland ID for payment and possibly give discounts or meal plans to encourage the use of the card. One of the new POS registers will need to be movable, as to facilitate use at one of the Kiosks during the day and the AFC at night. One POS touchscreen will be needed for Mooreland and Breakers to access a payroll management system.

Full-Service, Color Touch Screen POS Hardware Specifications

- Easy-to-use device, designed as a PC-based POS workstation for harsh foodservice environments.
- Small footprint.
- Robust, spill resistant screen.
- A bright multiple line alphanumeric operator display capable of simultaneously showing all items in an order, the current selection, subtotal, tax, and total.
- Display scrollable Price Look-Up codes and submenus.
- Support a variety of OPOS-compliant peripherals, including an integrated patron display, bar code scanner, credit card verification module, coin changer, electronic scale, slip printer, multiple kitchen printers, and a second cash drawer.
- Choice of a built-in rear display or stand-alone pole display.
- Provide powerful tools and advanced reporting capabilities for centralized and remote management of the POS system.
- Support on-line magnetic stripe card technology.
- Ability to act as a standalone unit in the event of loss of communication with the server.
- Ability to log 10,000 off-line transactions in the event of loss of communications with the server.

Touch Screen POS System

- Use industry-standard, non-proprietary equipment, including desktop PC and touch screen.
- Be designed for a variety of environments including dining, retail, and convenience shopping.
- Offer a variety of standard reports on employees, system units, revenue centers and historical data from any POS workstation as well as from the central location or any authorized connected PC.
- The POS workstation features should include a small footprint, and a wide variety of OPOS-compliant peripherals, such as printers, kitchen display systems, scales, coin changers and bar code scanners.
- In the event that communications with the server are lost, the POS workstation should automatically switch to an off-line mode and log transactions. It should provide operators visual indication of an off-line state.
    - When communication is restored the upload of all logged transaction information should automatically occur.
- On-site support of POS system must be available.
- Easy upgrades
- Automatic boot up without operator intervention.
- Ability for operator sign-in either by swiping ID card or manually keying ID number.
- Ability to define items individually and in any combination.
- Ability to add, change, and delete multiple size categories for any applicable item.
- Bright multiple line alphanumeric operator display capable of simultaneously showing all items in an order, the current selection, subtotal, tax, and total.
- Support multiple user-definable touch screen layouts for use with different meals or zones. It should take less than a minute to switch one menu layout with another.
- All menus, configuration information, and programming should be protected in a power down state.
- Ability to define items individually and in any combination. It should also be possible to add, change, and delete multiple size categories for any applicable item.
- Handle multiple types of tenders, including cash, check, debit, credit, meal equivalency, points equivalency, and split tender transactions.
- Support multiple, distinct tax tables.
- Print guest checks using an integral slip printer.

- Split guest checks.
- Transfer guest checks from one location to another.
- Chain orders to ensure that meals are prepared so as to arrive at a table together ("chain and fire").
- Allow for table tracking for reporting purposes.
- Ability to group together POS workstations in any combination for programming and reporting purposes.
- Ability to reprogram POS workstations at individual POS workstations and workstation groups; and by individual POS workstations, workstation groups, or globally from a single remote location over the campus network.
- For ease of use, it should be possible to program and define menus by hooking a PC keyboard directly to the workstation.
- Ability to alter menus, item names and prices, discounted items, and specials, either by item or by groups of items, from individual POS workstations and from a remote workstation.
- Ability to make changes on one workstation and broadcast those changes to other menus in the workstation cluster or globally over the network.
- Optionally we would like to be able to track Food Services employees' time and attendance. Quoting for time and attendance and specific features should be quoted separately

POS System Inventory Overview
A total of 8 POS will be needed, plus one additional for tracking time and attendance
All stations will require the following equipment:

- Pole display.- 6
- Cash drawer.-7
- Thermal receipt printer (prefer double-sided receipt printer to save paper).- 6
- Credit card scanner and credit card authorization interface.

Additionally:

- 3 stations will require a scale.
- 1 station will need to be movable, possibly mounted on a cart.

INVENTORY CONTROL SYSTEM

We would also like the Food Services area to have a full-featured inventory control and purchasing management system that will integrate with the POS system with options for integrating with our ERP system. This system should automatically keep track of inventory, forecast and automate replenishment, menu planning, cost management, and support scanners for receiving.

Inventory Control:

- Support for unlimited product locations, stockrooms, categories, and unique products.
- Support for both Imperial and U.S. fluid ounces.
- Count partial containers and bottles by sight or by scale weight.
- Count any item by any unit.
- Count metered items.
- Count dispensing lines - bottles or containers.
- Track products by stocking locations.
- Automatic calculation of consumption by product within each location.
- Allowance for tolerance percentage at each location.
- Track old/obsolete stock.
- Automatic calculation of consumption by product within each location.

Products Specific Information:

- Ability to add your own products and pictures.
- Ability to change cost price on each product.
- Ability to update all master list prices from a receipt.
- Maintain expected sales $ per unit of product.
- Maintain product lists. Maintain empty and full weights of products.
- Can access program on hand held device (iPad, Android, Blackberry) – to manage from remote location

Purchasing Requirements:

- Stock ordering "on the fly", while counting stock.
- Maintain supplier information for each product including contact and phone information.
- Ability to receive all items on a purchase order.

<u>CONTRACTOR RESPONSIBILITIES.</u> The Contractor must meet all RFP requirements and perform Work as defined in the Scope of Work.

ATTACHMENT ONE: WORK REQUIREMENTS AND SPECIAL PROVISIONS
PART TWO: SPECIAL PROVISIONS

THE OFFEROR'S FEE STRUCTURE. The Contractor will be paid as proposed on the Cost Summary Form after the Agency approves the receipt of product(s) and continued completion of all deliverables.

REIMBURSABLE EXPENSES. None.

BILL TO ADDRESS.

Lakeland Community College
7700 Clocktower Dr.
Kirtland, Ohio 44094

ATTACHMENT TWO: REQUIREMENTS FOR PROPOSALS

PROPOSAL FORMAT. Each Proposal must include sufficient data to allow the College to verify the total cost for the Project and all of the Offeror's claims of meeting the RFP's requirements. Each Proposal must respond to every request for information in this attachment whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply will be an unacceptable response and may cause the Proposal to be rejected.

These instructions describe the required format for a responsive Proposal. The Offeror may include any additional information it believes is relevant. An identifiable tab sheet must precede each section of a Proposal, and each Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, must be sequentially numbered. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Each Proposal must contain the following information, chronologically in order, with tabbed sections as listed below:

1. Cover Letter and Mandatory Requirements
2. Certification
3. Signed Contracts
4. Offeror Profile and Prior Projects
5. Offeror References
6. Staffing Plan
7. Personnel Profile Summary
8. Work Plan
9. Support Requirements
10. Conflict of Interest statement
11. Assumptions
12. Proof of Insurance
13. Payment Address
14. Contract Performance
15. W-9 Form and Additional Vendor Information Form
16. Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (DMA)
17. Banning the Expenditure of Public Funds on Offshore Services
18. Cost Summary Form
19. Biobased Products
20. Delinquent Personal Property Tax Statement

REQUIREMENTS:

1. Cover Letter. The cover letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the Offeror. The cover letter will provide an executive summary of the solution the Offeror plans to provide. The letter must also have the following:

    a. A statement regarding the Offeror's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business.
    b. A list of the people who prepared the Proposal, including their titles.
    c. The name, phone number, fax number, e-mail address, and mailing address of a contact person who has authority to answer questions regarding the Proposal.
    d. A list of all subcontractors, if any, that the Offeror will use on the Project if the Offeror is selected to do the Work.
    e. For each proposed subcontractor, the Offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:

        1) The subcontractor's legal status, tax identification number, and principal place of business address.
        2) 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.
        3) A description of the work the subcontractor will do.
        4) A commitment to do the work if the Offeror is selected.
        5) A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.
        6) A statement that the Subcontractor will maintain any permits, licenses, and certifications required to perform work.

f. A statement that the Offeror's proposed solution for the Project meets all the requirements of this RFP.
g. A statement that the Offeror has not taken any exception to the Terms and Conditions.
h. A statement that the Offeror does not assume there will be an opportunity to negotiate any aspect of the proposal.
i. A statement indicating the Offeror will comply with all Federal and Ohio (Ohio Revised Code) Laws and Rules of the Ohio Administrative Code as those law and rules are currently enacted and promulgated, and as they may subsequently be amended and adopted.
j. A statement that the Contractor shall not substitute, at Project start-up, different personnel from those evaluated by the College except when a candidate's unavailability is no fault of the Contractor (e.g., Candidate is no longer employed by the Contractor, is deceased, etc.).
k. A statement that the Offeror is not now, and will not become subject to an "unresolved" finding for recovery under Revised Code Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying the College of such finding.
l. A statement that all the Offerors personal and business associates are in compliance with Chapter 3517 of the Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract. Refer to the Political Contributions paragraph in Attachment Three, Part Seven of this RFP document.

m. Registration with the Secretary of State. By the signature affixed to this Offer, the Offeror attests that the Offeror is:

1) An Ohio corporation that is properly registered with the Ohio Secretary of State; or

2) A foreign corporation, not incorporated under the laws of the State of Ohio, but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.01 to 1703.31, as applicable.

Any foreign corporation required to be licensed under Sections 1703.01 to 1703.31 of the Ohio Revised Code, which transacts business in the state of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than $250 nor more than ten thousand dollars. No officer of a foreign corporation shall transact business in the state of Ohio, if such corporation is required by Section 1703.01 to 1703.31 of the Revised Code to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree.

Offeror attests that it is registered with the Ohio Secretary of State.

The Offeror's Charter Number is: _____.

Questions regarding registration should be directed to (614) 466-3910 or visit the Web site at: http://www.sos.state.oh.us

All Offerors who seek to be considered for a contract award must submit a response that contains an affirmative statement using the language in paragraph(s) a. through m. above.

Responses to all Mandatory Requirements from Table 1 must be included in this section (Tab 1).

2. Certification. Each Proposal must include the following certification signed by the individual Offeror.

(Insert Company name) affirms they are the prime Offeror.

(*Insert Company name)* affirms it shall not and shall not allow others to perform work or take data outside the United States without express written authorization from the College.

(*Insert Company name*) affirms that all personnel provided for the Project, who are not United States citizens, will have executed a valid I-9 form and presented valid employment authorization documents.

(*Insert Company name*) agrees that it is a separate and independent enterprise from the College and (*Insert Company name*) has a full opportunity to find other business and has made an investment in its business. Moreover (*Insert Company name*) will retain sole and absolute discretion in the judgment of the manner and means of carrying out its obligations and activities under the Contract. This Contract is not to be construed as creating any joint employment relationship between (*Insert Company name*) or any of the personnel provided by (*Insert Company name*).

(*Insert Company name*) affirms that the individuals supplied under the Contract are either: (1) employees of (*Insert Company name*) with (*Insert Company name*) withholding all appropriate taxes, deductions, or contributions required under law; or (2) independent contractors to (*Insert Company name*).

If the Offeror's personnel are independent Contractors to the Offeror, the certification must also contain the following sentence:

(*Insert Company name*) affirms that it has obtained a written acknowledgement from its independent Contractors that they are separate and independent enterprises from the College for all purposes including the application of the Fair Labor Standards Act, Social Security Act, Federal Unemployment Tax Act, Federal Insurance Contributions Act, the provisions of the Internal Revenue Code, Ohio tax law, worker's compensation law and unemployment insurance law.

3. Signed Contracts. The Offeror must provide two (2) originally signed, blue ink copies of the included Contract, Attachment Four. Offeror must complete, sign and date both copies of the Contract and include it with their Proposal. (Attachment Four).

4. Offeror Profile and Prior Projects. Each Proposal must include a profile of the Offeror's capability, capacity, and relevant experience working on projects similar to this Work. The profile must also include the Offeror's legal name; address; telephone number; fax number; e-mail address; home office location; date established; ownership (such as public firm, partnership, or subsidiary); firm leadership (such as corporate officers or partners); number of employees; number of employees engaged in tasks directly related to the Work; and any other background information that will help the College gauge the ability of the Offeror to fulfill the obligations of the Contract. The financial stability of the company should also be described and is considered a necessary component of this portion of the Proposal's response. This RFP includes Offeror Profile Summary Form as Attachment Five A which must be completed for the Offeror. The Offeror must use this form and fill it out completely to provide the Offeror requirement information.

   The Offeror shall also provide information on the firm's background as well as evidence that it has in place the personnel, internal procedures, and any other resources required under the terms of the Contract to ensure successful performance and contract compliance. Offerors must describe current operational capacity of the organization and the Offeror's ability to absorb the additional workload resulting from this Project. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

   The Offeror must document previous experience and expertise in providing a minimum of three (3) previous projects, similar in size and complexity, in the previous five (5) years. These projects must be of similar size, scope and nature. Details of the similarities must be included. Attachment Five B, C, and D must be filled out completely for each of the three (3) projects provided. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

5. Offeror References. The Offeror must include a minimum of three (3) references for organizations and/or clients for whom the Offeror has successfully provided services on projects that were similar in their nature, size, and scope to the Work. These references must relate to work that was completed within the past five (5) years. This RFP includes an Offeror Reference Form as Attachment Six. Failure to recreate the form accurately may lead to the rejection of the Offeror's Proposal.

   The College does not assume that since the experience requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Offerors must reiterate the experience being described, including the capacity in which the experience was performed and the role of the Offeror on the Project. It is the Offeror's responsibility to customize the description to clearly substantiate the qualification. Previous experience must include the conduct, management, and coordination of projects. Incumbents must ensure specifics are addressed. Evaluations will not be based on intrinsic knowledge of evaluation committee members.

   The description of the related service shows the Offeror's experience, capability, and capacity to develop this Project's deliverables and/or to achieve this Project's milestones. Details such as the size of the contracting organizations, duration of involvement, level of responsibility, significant accomplishments, as well as a thorough description of the nature of the experience will be required for appropriate evaluation by the committee.

   a. Contact Information. The contact name, title, phone number, e-mail address, company name, and mailing address must be completely filled out. If the primary contact cannot be reached, the same information must be included for an alternate contact in lieu of the primary contact. Failure to provide requested contact information may result in the College not including the reference in the evaluation process.
   b. Project Name. The name of the project where the mandatory experience was obtained and/or service was provided.
   c. Dates of Experience. Must be completed to show the length of time the Offeror performed the experience being described, not the length of time the Offeror was engaged for the reference. The Offeror must complete these dates with a beginning month and year and an ending month and year.
   d. Description of the Related Service Provided. The College does not assume that since the experience requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Offerors must reiterate the experience being described, including the capacity in which the experience was performed and the role of the Offeror on the Project. It is the Offeror's responsibility to customize the description to clearly substantiate the qualification.

e. Description of how the related service shows the Offeror's experience, capability and capacity to develop this Project's deliverables and/or to achieve this Project's milestones.
f. The Offeror's project experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

When contacted, each reference must be willing to discuss the Offeror's previous performance on projects that were similar in their nature, size, and scope to the Work.

6. Staffing Plan. The Offeror must provide a staffing plan that identifies all key personnel required to do the Project and their responsibilities on the Project. The College is seeking a staffing plan that matches the proposed Project personnel and qualifications to the activities and tasks that will be completed on the Project. In addition, the plan must have the following information:
   a. A matrix matching each key team member to the staffing requirements in this RFP.
   b. A contingency plan that shows the ability to add more staff if needed to ensure meeting the Project's due date(s).
   c. A discussion of the Offeror's ability to provide qualified replacement personnel.
   d. The Offeror must submit a statement and chart that clearly indicate the time commitment of the proposed work team, including the Project Manager, to the Project and any other, non-related work during the term of the Contract. The Offeror must also include a statement indicating to what extent, if any, the Project Manager may be used on other projects during the term of the Contract. The Evaluation Committee may reject any Proposal that commits the proposed Project Manager to other work during the term of the Contract if the committee believes that doing so will be detrimental to the Offeror's performance.

7. Personnel Profile Summary**.** This RFP includes Offeror Candidate Forms as Attachments Seven A, B and C. The Offeror must use these forms and fill them out completely for each key candidate referenced. The forms must be completed using typewritten or electronic means. The forms may be recreated electronically, but all fields and formats must be retained. Failure to recreate the forms accurately may lead to the rejection of the Offeror's Proposal.

   All candidate requirements must be provided using the Offeror Candidate Forms (See Attachments Seven A, B and C.) The various sections of the form are described below:

   a. Candidate References. If fewer than three (3) projects are provided, the Offeror must include information as to why fewer than three (3) projects were provided. The College may disqualify the proposal if fewer than three (3) projects are given. (Refer to Attachment Seven A.)

      For each reference the following information must be provided:
      1. Candidate's Name.
      2. Contact Information. The contact name, title, phone number, e-mail address, company name, and mailing address must be completely filled out. If the primary contact cannot be reached, the same information must be included for an alternate contact in lieu of the primary contact. Failure to provide requested contact information may result in the College not including the reference experience in the evaluation process.
      3. Dates of Experience. Must be completed to show the length of time the candidate performed the technical experience being described, not the length of time the candidate worked for the company. The Offeror must complete these dates with a beginning month and year and an ending month and year.
      4. Description of the Related Service Provided. The College does not assume that since the technical requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Contractors must reiterate the technical experience being described, including the capacity in which the experience was performed and the role of the candidate in the reference project as it relates to this RFP Project. It is the Contractors' responsibility to customize the description to clearly substantiate the candidate's qualification.
   b. Education and Training. This section must be completed to list the education and training of the proposed candidates and will demonstrate, in detail, the proposed candidate's ability to properly execute the Contract based on the relevance of the education and training to the requirements of the RFP. Must include copies of any pertinent licenses and or certificates. (Refer to Attachment Seven B.)
   c. Required Experience and Qualifications. This section must be completed to show how the candidate meets the required experience requirements. If any candidate does not meet the required requirements for the position the candidate has been proposed to fill, the Offeror's Proposal may be rejected as non-responsive. (Refer to Attachment Seven C.)

   The candidate's project experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

   One of the criteria on which the College may base the award of the Contract is the quality of the Offeror's Work Team. Switching personnel after the award will not be accepted without due consideration. The Offeror must propose a Work Team that collectively meets all the requirements in this RFP. Additionally, each team member may have mandatory requirements listed in this RFP that the team member must individually meet. All candidates proposed must meet the technical experience for the candidate's position and be named.

8. Work Plan. Offeror must fully describe its current capacity, approach, methods, and specific work steps for doing the Work on this Project. The College encourages responses that demonstrate a thorough understanding of the nature of the Project and what the Contractor must do to complete the Project satisfactorily. To this end, the Offeror must submit for this section of the Proposal the Project plan that will be used to create a consistent, coherent management plan of action that will be used to guide the Project. The Project plan should include detail sufficient to give the College an understanding of the Offeror's knowledge and approach, including Gantt charts documenting the successful completion of all of the deliverables to complete the Project.

   The Work Plan must demonstrate an understanding of the requirements of the project as described in Attachment One Part One Work Requirements. Describe the methodologies, processes and procedures it will utilize in the implementation and production of the Scope of Work. Provide a comprehensive Work Plan that gives ample description and detail as to how it proposes to accomplish this project and what resources are necessary to meet the deliverables.

   The College seeks insightful responses that describe proven state-of-the-art methods. Recommended solutions should demonstrate that the Offeror would be prepared to immediately undertake and successfully complete the required tasks. The Offeror's Work Plan should clearly and specifically identify key personnel assignments. (NOTE: The staffing plan should be consistent with the Work plans).

   Additionally, the Offeror should address potential problem areas, recommended solutions to the problem areas, and any assumptions used in developing those solutions.

9. Support Requirements. The Offeror must describe the support it wants from the College other than what the College has offered in this RFP. Specifically, the Offeror should address the following:

   a. Nature and extent of College support required in terms of staff roles, percentage of time available, etc.;
   b. Assistance from College staff and the experience/qualification level required; and
   c. Other support requirements.

   The College may not be able or willing to provide the additional support the Offeror lists in this part of its Proposal. The Offeror must therefore indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the College may reject the Offeror's Proposal if the College is unwilling or unable to meet the requirements.

10. Conflict of Interest statement. Each Proposal must include a statement indicating whether the Offeror or any people that may work on the Project through the Offeror have a possible conflict of interest (e.g., employed by the College, etc.) and, if so, the nature of that conflict. The College has the right to reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

11. Assumptions. The Offeror must provide a comprehensive listing of any and all of the assumptions that were made in preparing the proposal. If any assumption is unacceptable to the College, it may be cause for rejection of the Proposal. No assumptions shall be included regarding negotiation, terms and conditions, and requirements.

12. Proof of Insurance. In this section, the Offeror must provide the certificate of insurance required by the General Terms & Conditions, Attachment Three, Part Two.

13. Payment Address. The Offeror must provide the address to which payments to the Offeror will be sent.

14. Contract Performance. The Offeror must complete Attachment Eight, Offeror Performance Form.

15. W-9 Form and Vendor Information Form. W-9 Form and Vendor Information Form. The Offeror must complete Federal Form W-9, Request for Taxpayer Identification Number and Certification form in their entirety. At least one (1) original (signed in blue ink) must be submitted in the "original" copy of the Proposal. All other copies of the Proposal may contain duplicates of this completed form. If a subsidiary company is involved, Offerors must have an original W-9 for both the parent and subsidiary companies.

16. Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (DMA). The Offeror being awarded this Contract must:

    a. Review the Terrorist Exclusion List at:
       http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf
    b. Complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form at:
       http://www.publicsafety.ohio.gov/links/HLS0038.pdf

    Submit a hardcopy of this completed form with your RFP response.

Failure to complete the certification may result in the Offeror being deemed not responsive and/or may invalidate any Contract award. If not submitted with the proposal response, the Offeror will have seven (7) calendar days, after notification, to submit the form.

17. Banning the Expenditure of Public Funds on Offshore Services. The Offeror must complete the Contractor/Subcontractor Affirmation and Disclosure form (Attachment Nine) to abide with Executive Order 2010-009S issued by the Governor of Ohio, affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States.

    During the performance of this Contract, the Offeror must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available without express written authorization of Lakeland Community College.

18. Cost Summary Form. The Cost Summary Form (Attachment Ten) must be submitted with the Offeror's Proposal. The Offeror's total cost for the entire Project must be represented as the firm fixed price, for a not-to-exceed fiscal year cost. Offerors shall provide a comprehensive cost analysis; this cost must include all ancillary costs. All costs for furnishing the services must be included in the Cost Proposals as requested. No mention of or reference to, the Cost Proposals may be made in responses to the general, technical, performance, or support requirements of this RFP.

    All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 120 days, starting on the due date for proposals. The awarded contractor must hold the accepted prices and/or costs for the entire contract period. No price change shall be effective without prior written consent from the College.

    NOTE: Offeror's should ensure Cost Proposals are submitted separately from the Technical Proposals, as indicated the Proposal Submittal paragraph of this RFP (see Part Three). This information should not be included in the Technical Proposal.

    The College shall not be liable for any costs the Offeror does not identify in its Proposal.

19. Biobased products may be considered and a preference may be applied for biobased products per the following sections of the Ohio Administrative Code: 123: 5-1-13 and 123:5-1-14. If your proposal will include biobased products please complete 123:5-1-15 Bidder or Offeror Certification.

20. Delinquent Personal Property Tax Statement-See Attachment Eleven

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART ONE: PERFORMANCE AND PAYMENT

STATEMENT OF WORK. The RFP and the Offeror's Proposal (collectively referred to as the "RFP") are a part of this Contract and describe the Work (the "Project") the Contractor will do and any materials the Contractor will deliver (the "Deliverables") under this Contract. The Contractor will do the Project in a professional, timely, and efficient manner and will provide the Deliverables in a proper fashion. The Contractor will also furnish its own support staff necessary for the satisfactory performance of the Project.

The Contractor will consult with the appropriate College representatives and others necessary to ensure a thorough understanding of the Project and satisfactory performance. The College may give instructions to or make requests of the Contractor relating to the Project. The Contractor will comply with those instructions and fulfill those requests in a timely and professional manner. Those instructions and requests will be for the sole purpose of ensuring satisfactory completion of the Project and will not amend or alter the scope of the Project.

TERM**.** Unless this Contract is terminated, or expires without renewal, it will remain in effect until the Project is completed to the satisfaction of the College and the Contractor is paid. The current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of each biennium. The College however, may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure will also apply to the end of any subsequent biennium during which the Project continues. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the College paid for before termination or limit the College's rights in such.

It is understood that the College's funds are contingent upon 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 other obligations due as part of this Contract, the College's obligations under this Contract are terminated as of the date that the funding expires without further obligation of the College

The Project has a completion date that is identified in the RFP. The RFP may also have several dates for delivery of Deliverables or reaching certain milestones in the Project. The Contractor must make those deliveries, meet those milestones, and complete the Project within the times the RFP and the mutually agreed to Work Plan requires. If the Contractor does not meet those dates, the Contractor will be in default, and the College may terminate this Contract under the termination provision contained below. The College may also have certain obligations to meet. Those obligations, if any, are also listed in the RFP. If the College agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP is due to the College's failure to meet its own obligations in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by the College's failure to perform will be extended by the same amount of time as the College's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted all professional management skill to avoid an extension and has given the College meaningful written notice of the College's failure to meet its obligations within five (5) business days of the Contractor's realization that the College's delay will impact the Project. The notice to the College must be directed at making the College aware of its delay and the impact of its delay. It must be sent to the College Procurement Representative. Remedies resulting from the College's delay will be at the College's discretion.

The College seeks a complete Project. Any incidental items omitted in the RFP will be provided as part of the Contractor's not-to-exceed fixed price. The Contractor must fully identify, describe, and document all systems that are delivered as a part of the Project. All hardware, software, supplies, and other required components (such as documentation, conversion, training, and maintenance) for the Project to be complete and useful to the College are included in the Project and the not-to-exceed fixed price.

ECONOMIC PRICE ADJUSTMENT. The Contract prices(s) will remain firm throughout the initial term of the Contract. Thereafter, prior to Contract renewal, the Contractor may submit a request to adjust their price(s) to be effective on the effective date of the Contract's renewal. No price adjustment will be permitted prior to the effective date; on purchase orders t already being processed; or on purchase orders that have been filled.

Price increases must be supported by a general price increase in the cost of the materials/services rendered due to documented increases in the cost of related materials/services. Detailed documentation, to include a comparison list of the Contract items and proposed price adjustments must be submitted to support the requested adjustment. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding adjustment, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the adjusted costs in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify the College immediately. The price decrease adjustment will be incorporated into the Contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the Contract pricing will be returned to the pricing in effect prior to the temporary decrease. Failure to comply with this provision will be considered as a default and will be subject to the Suspension and Termination section contained herein.

COMPENSATION. In consideration of the Contractor's promises and satisfactory performance, the College will pay the Contractor the amount(s) identified in the RFP (the "Fee"), plus any other expenses identified as reimbursable in the RFP. In no event will payments under this Contract exceed the “not-to-exceed” amount in the RFP without the prior, written approval of the College and, when required, the Ohio Controlling Board and any other source of funding. The Contractor's right to the Fee is contingent on the complete and satisfactory performance of the Project or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Project tied to the applicable milestone or period. Payment of the Fee is also contingent on the Contractor delivering a proper invoice and any other documents required by the RFP.

REIMBURSABLE EXPENSES. The College will pay all reimbursable expenses identified in the RFP, if any, in accordance with the terms in the RFP. The Contractor will assume all expenses that it incurs in the performance of this Contract that are not identified as reimbursable in the RFP.

In making any reimbursable expenditure, the Contractor will always comply with the more restrictive of its own, then-current internal policies for making such expenditures or with the College's then-current policies. All reimbursable travel will require the advance written approval of the College's Project Representative. All reimbursable expenses will be billed monthly and paid by the College within 30 business days of receiving the Contractor's invoice.

EMPLOYMENT TAXES. Each party will be solely responsible for reporting, withholding, and paying all employment related taxes, payments, and withholdings for its own personnel, including, but not limited to, Federal, state and local income taxes, social security, unemployment or disability deductions, withholdings, and payments (together with any interest and penalties not disputed with the appropriate taxing authority). All people the Contractor provides to the College under this Contract will be deemed employees of the Contractor for purposes of withholdings, taxes, and other deductions or contributions required under the law.

SALES, USE, EXCISE, AND PROPERTY TAXES. The College is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Contractor in connection with the Project, such will be the sole and exclusive responsibility of the Contractor. The Contractor will pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or at a later time.

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS. Lakeland Community College requires vendors and contractors wishing to do business with the College to provide their Federal Taxpayer Identification Number to the College. The College does this so that it can perform statutorily required “responsibility” analyses on those vendors and contractors doing business with the College and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the College may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service’s to serve as your Federal Taxpayer Identification Number.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART TWO: WORK & CONTRACT ADMINISTRATION

BANNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES.

1. Executive Order Requirements. The Contractor affirms to have read and understands Executive Order 2010-09S and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is available at the following Web site: (http://www.governor.ohio.gov/Default.aspx?tabid=1495).

   The Contractor also affirms, understands, and agrees to immediately notify the College of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

2. Termination, Sanction, Damages. If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The College is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the College all funds paid for those services. The College may also recover from the Contractor all costs associated with any corrective action the College may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

   The College may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The College may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

   If the College determines that actual and direct damages are uncertain or difficult to ascertain, the College in its sole discretion may recover a payment of liquidated damages in the amount of one percent (1.0 %) of the value of the Contract.

   The College, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the College may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

   Notwithstanding the College permitting a period of time to cure the breach or the Contractor's cure of the breach, the College does not waive any of its rights and remedies provided the College in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

3. Assignment / Delegation. The Contractor will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the College. Any assignment or delegation not consented to may be deemed void by the College.

SUBCONTRACTING. The Contractor may not enter into subcontracts for the Work after award without written approval from the College. The Contractor will not need the College's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Work. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the RFP.

The College's approval of the use of subcontractors does not mean that the College will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Project in a timely and professional manner. The Contractor will hold the College harmless for and will indemnify the College against any such claims.

The Contractor will assume responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, the College will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. The Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement must also pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. This exception is applicable only to sections that expressly provide

exclusions for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages the College in any way, the Contractor will indemnify the College for the damage.

RECORD KEEPING. The Contractor will keep all financial records in accordance with generally accepted accounting procedures consistently applied. The Contractor will file documentation to support each action under this Contract in a manner allowing it to be readily located. The Contractor will keep all Project-related records and documents at its principal place of business or at its office where the work was performed.

The Contractor will keep a separate account for the Project (the "Project Account"). All payments made from the Project Account will be only for obligations incurred in the performance of this Contract and will be supported by contracts, invoices, vouchers, and any other data needed to audit and verify the payments. All payments from the Project Account will be for obligations incurred only after the effective date of this Contract unless the College has given specific written authorization for making prior payments from the Project Account.

AUDITS. During the term of this Contract and for three (3) years after the payment of the Contractor's Fee, on reasonable notice and during customary business hours, the College may audit the Contractor's records and other materials that relate to the Project. This audit right will also apply to the College's duly authorized representatives and any person or organization providing financial support for the Project.

Unless it is impracticable to do so, all records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work was done. If this is not practical, the Contractor will assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records to the Contractor's office nearest to the College whenever the College or anyone else with audit rights requests access to the Contractor's Project records. The Contractor will do so with all due speed, not to exceed five (5) business days.

If any audit reveals any material deviation from the Project's specifications, any misrepresentation, or any overcharge to the College, the College will be entitled to recover damages, as well as the cost of the audit.

For each subcontract in excess of $25,000, the Contractor will require its subcontractors to agree to the requirements of this section and of the record-keeping section. Subcontracts with smaller amounts involved need not meet this requirement. The Contractor may not artificially break up contracts with its subcontractors to take advantage of this exclusion.

INSURANCE. The Contractor shall provide the following insurance coverage at its own expense throughout the term of this Contract:

Required Insurance Coverage: Selected vendor shall maintain in force at all times during the term of any agreement resulting from this RFP, an insurance policy with a carrier acceptable to the College with the limits detailed below.
The Contractor shall provide a Certificate of Insurance naming "Lake County Community College District (Owner) and its affiliated subsidiary units, commissions, departments and organizations that now or shall hereafter be constituted" as Additional Insured.

The Contractor shall provide the following minimum insurance requirements:

I. Comprehensive or Commercial General Liability, including Premises-Operations, Independent Contractors, Products and Completed Operations, and Broad Form Property Damage.

a) Bodily Injury and Property Damage, Combined Single Limit, CSL:

Each Occurrence	$1,000,000
Products and Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
General Aggregate	$2,000,000
Fire Damage	$ 100,000

b) Products and Completed Operations to be maintained for two (2) years after final payment and **Contractor** shall continue to provide evidence of such coverage to the **Owner** on an annual basis during the aforementioned period.

c) Property Damage Liability insurance shall provide X (explosion), C (collapse), and U (underground) coverage.

d) Contractual Liability (Hold Harmless Coverage): Bodily Injury and Property Damage (Combined Single Limit) $1,000,000 Each Occurrence.

e) If the General Liability policy includes a General Aggregate, such General Aggregate shall not be less than $2,000,000. **POLICY SHALL BE ENDORSED TO HAVE GENERAL AGGREGATE APPLY PER PROJECT**

II. Umbrella Excess Liability:
$2,000,000 over primary insurance
Minimal Retention

III. Automobile Liability (owned, non-owned, hired).
Bodily Injury and Property Damage Combined Single Limit: **$1,000,000 each accident**

IV. Certificate from the State of Ohio evidencing Ohio Workers' Compensation insurance.
Before commencing work, the **Contractor** shall furnish a Certificate of Insurance, satisfactory to the **Owner**, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limits of liability thereunder, and further providing that the insurance will not be canceled or changed until the expiration of at least thirty (30) days after written notice of such cancellation or change has been mailed to and received by the **Owner**.

COLLEGE PERSONNEL. During the term of this Contract and for one (1) year after completion of the Project, the Contractor will not hire or otherwise contract for the services of any college employee involved with the Project.

REPLACEMENT PERSONNEL. If the Offeror's Proposal contains the names of specific people who will work on the Project, then the quality and professional credentials of those people were material factors in the College's decision to enter into this Contract. Therefore, the Contractor will use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor will not remove those people from the Project without the prior, written consent of the College except as provided below.

The Contractor may remove a person listed in its Proposal from the Project if doing so is necessary for legal or disciplinary reasons. The Contractor must make a reasonable effort to give the College 30 calendar days' prior, written notice of the removal.

The Contractor must have qualified replacement people available to replace any people listed by name in its Proposal. When the removal of a listed person is permitted under this Section, or if a person becomes unavailable, the Contractor will submit the resumes for two (2) replacement people for each person removed or who otherwise becomes unavailable. The Contractor will submit the two (2) resumes, along with such other information as the College may reasonably request, within five (5) business days after the decision to remove a person is made or the unavailability of a listed person becomes known to the Contractor.

The College will select one of the two proposed replacements or will reject both of them within ten business days after the Contractor has submitted the proposed replacements to the College. The College may reject the proposed replacements for any legal reason(s). Should the College reject both replacement candidates due to their failure to meet the minimum qualifications identified in the RFP, or should the Contractor fail to provide the notice required under this Section or fail to provide two

qualified replacement candidates for each removed or unavailable person, the Contractor will be in default and the cure period for default specified elsewhere in this Contract will not apply. In the event of such a default, the College will have the right to terminate this Contract and to have the damages specified elsewhere in this Contract for termination due to default.

The College may determine that proposed replacement candidates meet the minimum qualifications of this Contract and still substantially reduce the value the College perceived it would receive through the work of the original individual(s) the Contractor proposed and on whose credentials the College decided to enter into this Contract. Therefore, the College will have the right to reject any candidate that the College determines will provide it with diminished value.

Should the College reject both proposed candidates for any legal reason other than their failure to meet the minimum qualifications identified in the RFP, then such rejection may be deemed a termination for convenience.

The College has an interest in providing a healthy and safe environment for its employees and guests at its facilities. The College also has an interest in ensuring, and right to ensure, that its operations are carried out in an efficient, professional, legal, and secure manner. The College, therefore, will have the right to require the Contractor to remove any individual working on the Project if the College determines that any such individual has or may interfere with the College's interests identified above. In such a case, the request for removal will be treated as a case in which an individual providing services under this Contract has become unavailable, and the Contractor will follow the procedures identified above for replacing unavailable people. This provision applies to people engaged by the Contractor's subcontractors if they are listed as key people in the Proposal.

CONTRACT NON-COMPLIANCE. A primary goal of the Agency is to assure that the program receives high quality services from the Contractor. To this end, the Agency will work in partnership with the Contractor(s) to meet this goal. The partnership is defined by the Contract and it is important that communication between the Contractor and College be open and supportive. Should contract non-compliance be an issue, the Agency shall make every effort to resolve the problem.

1. Non-Compliance Issues. Contractor non-compliance with the specifications and terms and conditions outlined in the Contract may result in the imposition of remedies as explained below in paragraph 2.

   The College must be promptly notified of any procedural changes outside the technical requirements listed herein.

2. Resolution for Contract Non-Compliance. The College will be responsible for monitoring the Contractor's performance and compliance with the terms, conditions, and specifications of the contract.

    a. The College will impose upon the Contractor remedies for non-compliance regarding contract specifications and terms and conditions. Remedies imposed will be in proportion with the severity of the non-compliance and may be progressive in nature.

SUSPENSION AND TERMINATION. The College may terminate this Contract if the Contractor defaults in meeting its obligations under this Contract and fails to cure its default within the time allowed by this Contract, or if a petition in bankruptcy (or similar proceeding) has been filed by or against the Contractor. The College may also terminate this Contract if the Contractor violates any law or regulation in doing the Project, or if it appears to the College that the Contractor's performance is substantially endangered through no fault of the College. In any such case, the termination will be for cause, and the College's rights and remedies will be those identified below for termination for cause.

On written notice, the Contractor will have 30 calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice or if the breach is not one that is curable, the College will have the right to terminate this Contract. The College may also terminate this Contract in the case of breaches that are cured within 30 calendar days but are persistent. "Persistent" in this context means that the College has notified the Contractor in writing of the Contractor's failure to meet any of its obligations three (3) times. After the third notice, the College may terminate this Contract without a cure period if the Contractor again fails to meet any obligation. The three (3) notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than 30 calendar days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The College may also terminate this Contract for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Project. If a third party is providing funding for the Project, the College may also terminate this Contract should that third party fail to release any Project funds. The RFP identifies any third party source of funds for the Project.

The notice of termination, whether for cause or without cause, will be effective as soon as the Contractor receives it. Upon receipt of the notice of termination, the Contractor will immediately cease all work on the Project and take all steps necessary to minimize any costs the Contractor will incur related to this Contract. The Contractor will also immediately prepare a report and deliver it to the College. The report must be all-inclusive; no additional information will be accepted following the initial submission. The report must detail the work completed at the date of termination, the percentage of the Project's completion, any costs incurred in doing the Project to that date and any Deliverables completed or partially completed but not delivered to the College at the time of termination. The Contractor will also deliver all the completed and partially completed Deliverables to the College with its report. If delivery in that manner would not be in the College's interest, then the Contractor will propose a suitable alternative form of delivery.

If the College terminates this Contract for cause, it will be entitled to cover for the Project by using another Contractor on such commercially reasonable terms as it and the covering contractor may agree. The Contractor will be liable to the College for all costs related to covering for the Project to the extent that such costs, when combined with payments already made to the Contractor for the Project before termination, exceed the costs that the College would have incurred under this Contract. The Contractor will also be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause.

If the termination is for the convenience of the College, the Contractor will be entitled to compensation for any work on the Project that the Contractor has performed before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined to be owing to the Contractor by the College. The College will make that determination based on the lesser of the percentage of the Project completed or the hours of work performed in relation to the estimated total hours required to perform the entire applicable unit(s) of Work.

The College will have the option of suspending rather than terminating the Project where the College believes that doing so would better serve its interests. In the event of a suspension for the convenience of the College, the Contractor will be entitled to receive payment for the work performed before the suspension. In the case of suspension of the Project rather than termination for cause, the Contractor will not be entitled to any compensation for any work performed. If the College reinstates the Project after suspension for cause, rather than terminating this Contract after the suspension, the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the College resulting from the Contractor's breach of this Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to the College from the default or other event giving rise to the suspension.

In the case of a suspension for the College's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the College's convenience. The Contractor will not be entitled to compensation for any other costs associated with a suspension

for the College's convenience. No payment under this provision will be made to the Contractor until the Contractor submits a proper invoice.

Any notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. The Contractor will prepare a report concerning the Project just as is required by this Section in the case of termination. After suspension of the Project, the Contractor will perform no work without the consent of the College and will resume work only on written notice from the College to do so. In any case of suspension, the College retains its right to terminate this Contract rather than to continue the suspension or resume the Project. If the suspension is for the convenience of the College, then termination of the Contract will be a termination for convenience. If the suspension is with cause, the termination will also be for cause.

The College will not suspend the Project for its convenience more than once during the term of this Contract, and any suspension for the College's convenience will not continue for more than 30 calendar days. If the Contractor does not receive notice to resume or terminate the Project within the 30-day period, then this Contract will terminate automatically for the College's convenience at the end of the 30 calendar day period.

Any default by the Contractor or one of its subcontractors will be treated as a default by the Contractor and all of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the College for any liability to them. Each subcontractor will hold the College harmless for any damage caused to them from a suspension or termination. They will look solely to the Contractor for any compensation to which they may be entitled.

The Contractor may, at its discretion, request termination with a minimum 60 day notice in writing. The College will review the request and respond in writing to the Contractor with its findings.

CONTRACT REMEDIES.

1. Actual Damages. Contractor is liable to the College for all actual and direct damages caused by Contractor's default. The College may buy substitute supplies or services, from a third party, for those that were to be provided by Contractor. The College may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Contractor's default, from Contractor.
2. Liquidated Damages. If actual and direct damages are uncertain or difficult to determine, the College may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the default, for every day the default is not cured by Contractor.
3. Deduction of Damages from Contract Price. The College may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the contract, upon prior written notice being issued to the Contractor by the College.

REPRESENTATIVES. The College's representative under this Contract will be the person identified in the RFP or a subsequent notice to the Contractor as the "Agency Project Representative". The Agency Project Representative will review all reports made in the performance of the Project by the Contractor, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the complete Project. The Agency Project Representative may assign to a manager, responsibilities for individual aspects of the Project to act as the Agency Project Representative for those individual portions of the Project.

The Contractor's Project Manager under this Contract will be the person identified in the Proposal as the "Project Manager." The Project Manager will conduct all liaisons with the College under this Contract. Either party, upon written notice to the other party, may designate another representative. The Project Manager may not be replaced without the approval of the College if that individual is identified in the Proposal as a key individual on the Project.

WORK RESPONSIBILITIES. The College will be responsible for providing only those things expressly identified, if any, in the RFP. If the College has agreed to provide facilities or equipment, the Contractor, by signing this Contract, warrants that the Contractor has either inspected the facilities and/or equipment or has voluntarily waived an inspection and will work with the equipment and/or facilities on an "as is" basis.

The Contractor will assume the lead in the areas of management, design, and development of the Project. The Contractor will coordinate the successful execution of the Project and direct all Project activities on a day-to-day basis, with the advice and consent of the Agency Project Representative. The Contractor will be responsible for all communications regarding the progress of the Project and will discuss with the Agency Project Representative any issues, recommendations, and decisions related to the Project.

If the Project, or parts of it, require installation on the College's property, the College will provide the Contractor with reasonable access to the installation site for the installation and any site preparation that is needed. After the installation is complete, the Contractor will complete an installation letter and secure the signature of Agency Project Representative certifying that installation is complete and the Project, or applicable portion of it, is operational. The letter will describe the

nature, date, and location of the installation, as well as the date it was certified as installed and operational by the Agency Project Representative.

Unless otherwise provided in the RFP, the Contractor will be responsible for obtaining all official permits, approvals, licenses, certifications, and similar authorizations required by any local, state, or Federal agency for the Project and maintaining them throughout the duration of this Contract.

CHANGES. The College may make reasonable changes, within the general scope of the Project. The College will do so by issuing a written order under this Contract describing the nature of the change ("Change Order"). Additionally, if the College provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Project, the Contractor will have the right to request a Change Order from the College. Scope of Work changes will be managed as follows: pricing will be provided from the Contractor to the College. The College will execute a Change Order once it and the Contractor have agreed on the description of and specifications for the change as well as any equitable adjustments that need to be made in the Contractor's Fee or the performance schedule for the Work. Within five (5) business days after receiving the Change Order, the Contractor will sign it to signify agreement.

If a change causes an increase in the cost of, or the time required for, the performance of the Project, the Contractor will notify the College in writing and request an equitable adjustment in the Contractor's Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Project not described in a written Change Order, the Contractor must notify the College of the claim within five (5) business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the College be responsible for any increase in the Fee or revision in any delivery schedule unless the relevant change was specifically ordered in writing by the College and the Contractor has complied with the requirements of this section. Provided the College has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Project, as changed.

Where an equitable adjustment to the Contractor's Fee is appropriate, the College and the Contractor may agree upon such an adjustment. If the College and the Contractor are unable to agree, and the Contractor seeks an equitable adjustment in its Fee, either party may submit the dispute to the senior management of the Contractor and the College for resolution. If, within 30 calendar days following referral to senior management, the claim or dispute has not been resolved, only then will it be submitted to non-binding mediation (pursuant to the rules as stipulated by the American Arbitration Association). A claim or dispute must be submitted to non-binding mediation prior to the initiation of any formal legal process. Costs of mediation will be shared equally. Both parties further agree to use best efforts to resolve any claims or disputes arising during the performance of this Contract within 30 calendar days following the initiation of the dispute process. The resolved amount will be the not-to-exceed amount of the Change Order. If the change involves removing a requirement from the Project or replacing one part of the Project with the change, the College will get a credit for the work no longer required under the original scope of the Project. The credit will be calculated in the same manner as the Contractor's Fee for the change, and the not-to-exceed amount will be reduced by this credit.

The Contractor will be responsible for coordinating changes with its subcontractors and adjusting their compensation and performance schedule. The College will not pay any subcontractor for the Change Order. If a subcontractor will perform any work under a Change Order, that work must be included in the Contractor's not-to-exceed amount and calculated in the same manner as the Contractor's equitable adjustment for the portion of the work the Contractor will perform. The Contractor will not receive an overhead percentage for work a subcontractor will do under a Change Order.

EXCUSABLE DELAY. Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party must also describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the Contractor, except for third-party manufacturers supplying commercial items and over whom Contractor has no legal control.

INDEPENDENT STATUS OF THE CONTRACTOR. The parties will be acting as independent contractors. The partners, employees, officers, and agents ("Personnel") of one party, in the performance of this Contract, will act only in the capacity of representatives of that party and not as Personnel of the other party and will not be deemed for any purpose to be Personnel of the other. Each party assumes full responsibility for the actions of its Personnel while they are performing services pursuant to this Contract and will be solely responsible for paying its Personnel (including withholding of and/or paying income taxes and social security, workers' compensation, disability benefits and the like). Neither party will commit, nor be authorized to commit, the other party in any manner. The Contractor's subcontractors will be considered the agents of the Contractor for purposes of this Contract.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART THREE: OWNERSHIP & HANDLING OF INTELLECTUAL PROPERTY & CONFIDENTIAL INFORMATION

CONFIDENTIALITY. The College may disclose to the Contractor written material or oral or other information that the College treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the College delivers to the Contractor will remain with the College. The Contractor must treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the College, or individuals or organizations about whom the College keeps information. By way of example, information should be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. By way of further example, the Contractor also must treat as confidential materials such as police and investigative records, files containing personal information about individuals or employees of the College, such as personnel records, tax records, and so on, court and administrative records related to pending actions, any material to which an attorney-client, physician-patient, or similar privilege may apply, and any documents or records expressly excluded by Ohio law from public records disclosure requirements.

The Contractor agrees not to disclose any Confidential Information to third parties and to use it solely to do the Project. The Contractor will restrict circulation of Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know the Confidential Information to do the Project. The Contractor will be liable for the disclosure of such information whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below.

The Contractor will not be liable for any unintentional disclosure of Confidential Information that results despite the Contractor's exercise of at least the same degree of care as it normally takes to safeguard its own secrets, except when the Contractor's procedures are not reasonable given the nature of the Confidential Information or when the disclosure nevertheless results in liability to the College.

The Contractor will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the Contractor will cause all of its employees who have access to any Confidential Information to execute a confidentiality agreement incorporating the obligations in this section.

The Contractor's obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) Was already in the Contractor's possession before disclosure by the College, and such was received by the Contractor without obligation of confidence; (2) Is independently developed by the Contractor; (3) Is or becomes publicly available without breach of this Contract; (4) Is rightfully received by the Contractor from a third party without an obligation of confidence; (5) Is disclosed by the Contractor with the written consent of the College; or (6) Is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) Notifies the College of such order immediately upon receipt of the order and (b) Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production. The Contractor will return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but they will be obligated to the requirements of this section.

HANDLING OF THE COLLEGE'S DATA. The Contractor must use due diligence to ensure computer and telecommunications systems and services involved in storing, using, or transmitting College data are secure and to protect that data from unauthorized disclosure, modification, or destruction. To accomplish this, the Contractor must:

1. Apply appropriate risk management techniques to ensure security for all sensitive data, including but not limited to any data identified as Confidential Information elsewhere in this Contract.
2. Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability.
3. Maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as and detect and respond to those threats and vulnerabilities.
4. Maintain appropriate identification and authentication process for information systems and services associated with College data.
5. Maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with College data.
6. Implement and manage security audit logging on information systems, including computers and network devices.

The Contractor must maintain a robust boundary security capacity that incorporates generally recognized system hardening techniques. This includes determining which ports and services are required to support access to systems that hold College data, limiting access to only these points, and disable all others. To do this, the Contractor must use assets and techniques such as properly configured firewalls, a demilitarized zone for handling public traffic, host-to-host management, Internet protocol specification for source and destination, strong authentication, encryption, packet filtering, activity logging, and implementation of system security fixes and patches as they become available.

Unless the College instructs the Contractor otherwise in writing, the Contractor must assume all College data is both confidential and critical for College operations, and the Contractor's security policies, plans, and procedure for the handling, storage, backup, access, and, if appropriate, destruction of that data must be commensurate to this level of sensitivity. As part of the Contractor's protection and control of access to and use of data, the Contractor must employ appropriate intrusion and attack prevention and detection capabilities. Those capabilities must track unauthorized access and attempts to access the College's data, as well as attacks on the Contractor's infrastructure associated with the College's data. Further, the Contractor must monitor and appropriately address information from its system tools used to prevent and detect unauthorized access to and attacks on the infrastructure associated with the College's data.

The Contractor must use appropriate measures to ensure that College's data is secure before transferring control of any systems or media on which College data is stored. The method of securing the data must be appropriate to the situation and may include erasure, destruction, or encryption of the data before transfer of control. The transfer of any such system or media must be reasonably necessary for the performance of the Contractor's obligations under this Contract.

The Contractor must have a business continuity plan in place. The Contractor must test and update the IT disaster recovery portion of its business continuity plan at least annually. The plan must address procedures for response to emergencies and other business interruptions. Part of the plan must address backing up and storing data at a location sufficiently remote from the facilities at which the Contractor maintains the College's data in case of loss of that data at the primary site. The plan also must address the rapid restoration, relocation, or replacement of resources associated with the College's data in the case of a disaster or other business interruption. The Contractor's business continuity plan must address short- and long-term restoration, relocation, or replacement of resources that will ensure the smooth continuation of operations related to the College's data. Such resources may include, among others, communications, supplies, transportation, space, power and environmental controls, documentation, people, data, software, and hardware. The Contractor also must provide for reviewing, testing, and adjusting the plan on an annual basis.

The Contractor may not allow the College's data to be loaded onto portable computing devices or portable storage components or media unless necessary to perform its obligations under this Contract properly. Even then, the Contractor may permit such only if adequate security measures are in place to ensure the integrity and security of the data. Those measures must include a policy on physical security for such devices to minimize the risks of theft and unauthorized access that includes a prohibition against viewing sensitive or confidential data in public or common areas. At a minimum, portable computing devices must have anti-virus software, personal firewalls, and system password protection. In addition, the College's data must be encrypted when stored on any portable computing or storage device or media or when transmitted from them across any data network. The Contractor also must maintain an accurate inventory of all such devices and the individuals to whom they are assigned.

Any encryption requirement identified in this provision must meet the Ohio standard as defined in Ohio IT standard ITS-SEC-01, "Data Encryption and Cryptography".

The Contractor must have reporting requirements for lost or stolen portable computing devices authorized for use with College data and must report any loss or theft of such to the College in writing as quickly as reasonably possible. The Contractor also must maintain an incident response capability for all security breaches involving College data whether involving mobile devices or media or not. The Contractor must detail this capability in a written policy that defines procedures for how the Contractor will detect, evaluate, and respond to adverse events that may indicate a breach or attempt to attack or access College data or the infrastructure associated with College data.

In case of an actual security breach that may have compromised College data, including but not loss or theft of devices or media, the Contractor must notify the College in writing of the breach within 24 hours of the Contractor becoming aware of the breach, and fully cooperate with the College to mitigate the consequences of such a breach. This includes any use or disclosure of the College data that is inconsistent with the terms of this Contract and of which the Contractor becomes aware, including but not limited to, any discovery of a use or disclosure that is not consistent with this Contract by an employee, agent, or subcontractor of the Contractor.

The Contractor must give the College full access to the details of the breach and assist the College in making any notifications to potentially affected people and organizations that the College deems are necessary or appropriate. The Contractor must document all such incidents, including its response to them, and make that documentation available to the College on request. In addition to any other liability under this Contract related to the Contractor's improper disclosure of College data, and regardless of any limitation on liability of any kind in this Contract, the Contractor will be responsible for acquiring one year's identity theft protection service on behalf of any individual or entity whose personally identifiable information is compromised while it is in the Contractor's possession.

OWNERSHIP OF DELIVERABLES. All deliverables produced by the Contractor and covered by this Contract, including any software modifications, and documentation, shall be owned by the College, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the College. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed material. The Contractor will provide the College with all assistance reasonably needed to vest such rights of ownership in the College. The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials") if the Contractor provides the non-exclusive license described in the next paragraph.

The Contractor may grant the College a worldwide, non-exclusive, royalty free, perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable rather than grant the College ownership of the Pre-existing Materials provided however, that the College may distribute such Pre-existing materials to the extent required by governmental funding mandates. The Contractor will not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing Materials in a custom Deliverable, the Contractor must first disclose this and seek the College's approval for doing so in advance. On the request of the Contractor, the College will incorporate any proprietary notice the Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the College makes of that Deliverable.

Subject to the limitations and obligations of the College with respect to Pre-existing Materials, the College may make all custom Deliverables available to the general public without any proprietary notices of any kind.

LICENSE IN COMMERCIAL MATERIAL. As used in this section, "Commercial Material" means anything that has been developed at private expense by the Contractor or a third party, commercially available in the marketplace, subject to intellectual property rights, and readily copied through duplication on magnetic media, paper, or other media. Examples include written reports, books, pictures, videos, movies, computer programs, and computer source code and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in the RFP or as an attachment referenced in the RFP, if that scope of license is different from the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the College will have the rights permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the College will have the rights permitted under the Federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material consists of trade secrets, then the College will treat the material as confidential. In this regard, the College will assume all obligations with respect to the Commercial Material that the Contractor assumes under the Confidentiality section of this Contract with respect to College secrets. Otherwise, the College will have the same rights and duties permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor, whether or not the material is copyrighted when delivered to the College.

For Commercial Software, the College will have the rights in items (1) through (8) of this section with respect to the software. The College will not use any Commercial Software except as provided in items (1) through (8) of this section or as expressly stated otherwise in this Contract. The Commercial Software may be:

1. Used or copied for use in or with the computer or computers for which it was acquired, including use at any College installation to which such computer or computers may be transferred.
2. Used or copied for use in or with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative.
3. Reproduced for safekeeping (archives) or backup purposes.
4. Modified, adapted, or combined with other computer software, but the modified, combined, or adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions set forth in this Contract.
5. Disclosed to and reproduced for use on behalf of the College by support service contractors or their subcontractors, subject to the same restrictions set forth in this Contract.
6. Used or copied for use in or transferred to a replacement computer.

However:

7. If the Commercial Software delivered under this Contract is published and copyrighted, it is licensed to the College without disclosure prohibitions.
8. If any Commercial Software is delivered under this Contract with the copyright notice in 17 U.S.C. 401, it will be presumed to be published, copyrighted, and licensed to the College without disclosure restrictions, unless a statement substantially as follows accompanies such copyright notice: "Unpublished -- rights reserved under the copyright laws of the United States." The College will treat such Commercial Software as Confidential Information to the extent that such is actually the case.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

GENERAL WARRANTIES. The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) Be in accordance with sound professional standards and the requirements of this Contract and without any material defects; (2) Unless otherwise provided in the RFP, be the work solely of the Contractor; and (3) No Deliverable will infringe on the intellectual property rights of any third party.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) The Contractor has the right to enter into this Contract; (2) The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) The Contractor will observe and abide by all applicable laws and regulations, including those of the College regarding conduct on any premises under the College's control; (4) The Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the College; (5) All hardware, software, firmware, and similar devices and materials provided under this Contract will be designed to operate without regard to the turning of a century and process dates in a manner that takes into account dates occurring before and after the turning of a century; and (6) The Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the College.

The warranty regarding material defects is a 1-year warranty. All other warranties will be continuing warranties. If any portion of the Project fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for such portion of the Project. The Contractor will also indemnify the College for any direct damages and claims by third parties based on a breach of these warranties. This obligation of indemnification will not apply where the College has modified or misused the Deliverable and the claim is based on the modification or misuse. The College agrees to give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do one (1) of the following four (4) things: (1) Modify the Deliverable so that it is no longer infringing; (2) Replace the Deliverable with an equivalent or better item; (3) Acquire the right for the College to use the infringing Deliverable as it was intended for the College to use under this Contract; or (4) Remove the Deliverable and refund the amount the College paid for the Deliverable and the amount of any other Deliverable or item that requires the availability of the infringing Deliverable for it to be useful to the College.

SOFTWARE WARRANTY. If this Contract involves software as a Deliverable, then, on acceptance and for 12 months after the date of acceptance of any Deliverable that includes software, the Contractor warrants as to all software developed under this Contract that: (a) the software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation, the Contractor's Proposal, and the RFP; (b) the software will be free of any material defects; (c) the Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code; and (d) the source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and (e) the software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software licensed from a third party that is incorporated in a Deliverable, the Contractor represents and warrants that it has done 1 of the following 3 things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to the College; or (c) fully disclosed in the RFP any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

In addition, for Commercial Software that is incorporated in a Deliverable, the Contractor will: (a) maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in the RFP (or any attachment referenced in the RFP) and relevant Commercial Software documentation; (b) supply technical bulletins and updated user guides; (c) supply the College with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code; (d) correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Contractor or the third-party licensee; (e) maintain or cause the third-party licensor to maintain the Commercial Software and documentation to reflect changes in the subject matter the Commercial Software deals with; (f) maintain or obtained a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment in which it is designed to operate.

For purposes of the warranties and the delivery requirements in this Contract, software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions for the entire System. The Contractor will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code will be provided in the language in which it was

written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

EQUIPMENT WARRANTY. If any electrical equipment, mechanical device, computer hardware, telecommunications hardware, or other type of physical machinery ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for 1 year from the acceptance date of the Equipment that the Equipment will perform substantially in accordance with specifications described in the RFP, the user manuals, technical materials, and related writings published by the manufacturer for the Equipment. The foregoing warranties will not apply to Equipment that is modified or damaged after title passes to the College.

The Contractor will notify the College in writing immediately upon the discovery of any breach of the warranties given above.

The Contractor's will do the following if any Equipment does not meet the above warranties:

1. Cause the Equipment to perform as required, or, if that is not commercially practicable, then;
2. Grant the College a refund equal to the amount the College paid for the Equipment or, if such has not been individually priced, the manufacturer's suggested retail price for the Equipment.

Except where the Contractor's breach of a warranty makes it not possible for the College to do so, the College will return the affected Equipment to the Contractor in the case of a refund under the previous paragraph.

GENERAL EXCLUSION OF WARRANTIES. The College makes no warranties, express or implied, other than those express warranties contained in this contract. The contractor also makes no warranties of merchantability or fitness for a particular purpose except as follows: If the Contractor has been engaged under the scope of work in the RFP to design something to meet a particular need for the College, then the Contractor does warrant that the contractor’s work will meet the stated purpose for that work.

INDEMNITY. The Contractor will indemnify the College for any and all claims, damages, law suits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of or are related to Contractor's performance under this Contract, providing such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors.

The Contractor will also indemnify the College against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property rights based on the College's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the College has modified or misused the Deliverable and the claim of infringement, is based on the modification or misuse. The College agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to give the Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Office of the State Attorney General. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will take one (1) of the following four (4) actions:

1. Modify the Deliverable so that is no longer infringing.
2. Replace the Deliverable with an equivalent or better item.
3. Acquire the right for the College to use the infringing Deliverable as it was intended for the College to use under this Contract.
4. Remove the Deliverable and refund the fee the College paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the College.

LIMITATION OF LIABILITY. NOTWITHSTANDING ANY LIMITATION PROVISIONS CONTAINED IN THE DOCUMENTS AND MATERIALS INCORPORATED BY REFERENCE INTO THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAVE BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

2. THE CONTRACTOR FURTHER AGREES THAT THE CONTRACTOR SHALL BE LIABLE FOR ALL DIRECT DAMAGES DUE TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART FIVE: ACCEPTANCE AND MAINTENANCE

STANDARDS OF PERFORMANCE AND ACCEPTANCE. If the RFP does not provide otherwise, the acceptance procedure will be an informal review by the Agency Project Representative to ensure that each Deliverable and the Project as a whole comply with the requirements of this Contract. The Agency Project Representative will have up to 30 calendar days to do this. No formal letter of acceptance will be issued, and passage of the 30 calendar days will imply acceptance, though the College will issue a notice of noncompliance if a Deliverable or the Project as a whole does not meet the requirements of this Contract. If the Agency Project Representative issues a letter of noncompliance, then the Contractor will have 30 calendar days to correct the problems listed in the noncompliance letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the Agency Project Representative has issued a noncompliance letter, the Deliverables or the Project as a whole will not be accepted until the Agency Project Representative issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30 day period, the Agency Project Representative will issue the acceptance letter within 15 calendar days.

If the Project fails to meet the standard of performance after 90 calendar days from the start of the performance period, the Contractor will be in default and will not have a cure period. In addition to all other remedies the College may have under this Contract, the College will have the right to request correction or replacement of the relevant portion of the Project.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART SIX: CONSTRUCTION

ENTIRE DOCUMENT. This Contract is the entire agreement between the parties with respect to the subject matter and supersedes any previous statements or agreements, whether oral or written.

BINDING EFFECT. This Contract will be binding upon and inure to the benefit of the respective successors and assigns of the College and the Contractor.

AMENDMENTS – WAIVER. No change to any provision of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be a waiver of those terms. Waivers must be in writing to be effective. Either party may at any later time demand strict performance.

SEVERABILITY. If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Contract will remain in full force and effect to the extent that such does not create an absurdity.

CONSTRUCTION. This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

HEADINGS. The headings used herein are for the sole sake of convenience and will not be used to interpret any section.

NOTICES. For any notice under this Contract to be effective it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract, unless such party has notified the other party, in accordance with the provisions of this section, of a new mailing address. This notice requirement will not apply to any notices that this Contract expressly authorized to be made orally.

CONTINUING OBLIGATIONS. The terms of this Contract will survive the termination or expiration of the time for completion of Project and the time for meeting any final payment of compensation, except where such creates an absurdity.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART SEVEN: LAW & COURTS

COMPLIANCE WITH LAW. The Contractor agrees to comply with all applicable federal, state, and local laws in the conduct of the Work.

DRUG-FREE WORKPLACE. The Contractor will comply with all applicable state and Federal laws regarding keeping a drug-free workplace. The Contractor will make a good faith effort to ensure that all the Contractor employees, while working on college property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

CONFLICTS OF INTEREST. No Personnel of the Contractor may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor will not knowingly permit any public official or public employee who has any responsibilities related to this Contract or the Project to acquire an interest in anything or any entity under the Contractor's control if such an interest would conflict with that official's or employee's duties. The Contractor will disclose to the College knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. The Contractor will take steps to ensure that such a person does not participate in any action affecting the work under this Contract. This will not apply when the College has determined, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

OHIO ETHICS AND ELECTIONS LAW.

A. Ethics Law

Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.

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

Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

B. Political Contributions

The Contractor affirms in its cover letter that, as applicable to the Contractor, all personal and business associates are in compliance with Chapter 3517 of the Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract.

DECLARATION OF MATERIAL ASSISTANCE. In accordance with R.C. 2909.33(C), I certify that I meet one of the following conditions:

A. I have not received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars ($100,000) in business or funding, excluding personal benefits, from the college, instrumentalities, or political subdivisions during the current fiscal year;

Or

B. 1. I have received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars ($100,000) in business or funding, excluding personal benefits, from the college, instrumentalities, or political subdivisions during the current fiscal year.

And

2. I have either pre-certified with the Office of Budget and Management, or have completed the Declaration of Material Assistance form as certifying that I have not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.

INJUNCTIVE RELIEF. Nothing in this Contract is intended to limit the College's right to injunctive relief if such is necessary to protect its interests or to keep it whole.

ASSIGNMENT. The Contractor may not assign this Contract or any of its rights or obligations under this Contract without the prior, written consent of the College.

GOVERNING LAW. This Contract will be governed by the laws of Ohio, and venue for any disputes will lie exclusively with the appropriate court in Lake County, Ohio.

PREVAILING WAGES.(IF APPLICABLE).

Lakeland Community College Prevailing Wage Coordinator:
Bert Diehl
PH: 440-525-7140

.1 The Contractor shall comply with the prevailing wage requirements described under O.R.C. Chapter 4115 that include, without limitation, the requirements described under this subparagraph

.2 The Contractor shall pay to laborers and mechanics performing Work on the Project the prevailing wage rates of the Project locality, as determined by the Ohio Department of Commerce, Wage, and Hour Bureau.

.3 The Contractor shall post in a prominent place readily accessible by all workers on the Site, a legible listing of the current classifications of laborers, workers, and mechanics employed under this Contract. The Contractor shall ensure that the rates posted are current and remain posted in legible condition during the period of the Contract.

.4 The Contractor shall not be entitled to an increase in the Contract Sum on account of an increase in prevailing wage rates, except as otherwise provided by Applicable Law. The Contractor may access the Ohio Department of Commerce, Wage & Hour Bureau at its Web site, http://198.234.41.198/w3/webwh.nsf/pages/PrevailingWageBid, to obtain the current wage rates.

Wage Rates

6.5.1The Bidder shall base its Bid upon the prevailing rates of wages as ascertained by the Ohio Department of Commerce, Wage and Hour Bureau for the Project as provided in O.R.C. Sections 4115.03 through 4115.14. Refer to Document 00 73 43 – "Wage Rate Requirements" for related information and the Project's prevailing rates of wages with an appropriate ratio of registered apprentices.

6.5.2 The Bidder shall not be entitled to an increase in the Contract Sum on account of an increase in prevailing wage rates, except as otherwise provided by Applicable Law. The Bidder is responsible for compliance of its Subcontractors with prevailing wage requirements.

6.5.3 Within 10 days of the date of the Notice to Proceed, the Contractor shall provide the Contracting Authority's Prevailing Wage Coordinator with a schedule of dates during the term of the Contract when the Contractor shall pay wages to its employees for the Project.

Document 00 73 43 - Wage Rate Requirements

1.1 Payment of Prevailing Wage Rates

1.1.1 The Contractor shall pay the prevailing wage rates of the Project locality, as issued by the Ohio Department of Commerce, Wage and Hour Bureau to laborers and mechanics performing Work on the Project.

1.1.2 The Contractor shall comply with the provisions, duties, obligations, and is subject to the remedies and penalties of Ohio Revised Code ("O.R.C.") Chapter 4115.

1.1.3 If the Contractor or its Subcontractors fail to comply with O.R.C. Chapter 4115, the Contracting Authority may withhold payment pursuant to Article 9.6 of the General Conditions. The Contractor is liable for violations committed by the Contractor or its Subcontractors.

1.1.4 The Contractor shall submit all payroll reports in compliance with the requirements of paragraph 1.4 for all of the employees of the Contractor and of the Contractor's Subcontractors.

1.1.5 By executing a Contract, the Contractor certifies that it based its Bid upon the prevailing rates of wages as ascertained by the Ohio Department of Commerce, Wage and Hour Bureau for the Project as provided in O.R.C. Sections 4115.03 through 4115.14, which are inserted at the end of this Document.

1.2 Prevailing Wage Rate Revisions

1.2.1 The Contracting Authority shall, within 7 business days after receipt of a notice of a change in the prevailing wage rates, notify the Contractor of the change. The prevailing wage rates are available at the Ohio Department of Commerce's web site: http://www.com.state.oh.us.

1.2.2 The Contractor shall pay any revised wage rates issued during the term of the Contract.

1.3 Payroll Schedule

1.3.1 Within 10 days of the date of the Notice to Proceed, the Contractor shall provide the Contracting Authority's Prevailing Wage Coordinator a schedule of dates during the term of the Contract on which wages shall be paid to employees for the Project.

1.4 Payroll Reports

1.4.1 The Contractor shall submit payroll reports with each Contractor Payment Request, which reports shall be certified by the Contractor that the payroll is correct and complete and the wage rates shown are not less than those required by the Contract. The Contractor is responsible for submitting all payroll reports of its Subcontractors.

.1 Each payroll report shall indicate the period covered and include a list containing the name, address and social security number of each employee of the Contractor and its Subcontractors paid for the Work.

.2 Each payroll report shall list the number of hours each employee worked each day on the Project during the reporting period, the total hours each week on the Project, the employee's hourly rate of pay, job classification, hourly rate of fringe benefits, and all deductions from wages and net pay.

.3 Each payroll report shall list each fringe benefit and state if it is paid as cash to the employee or to a named plan.

.4 For each employee, each payroll report shall list the employee's gender and ethnicity, classified as Black, Hispanic, Asian Pacific Islanders, American Indians/Alaskan Native or non-minority.

.5 The Contractor and its Subcontractors shall submit apprenticeship agreements for all apprentices utilized on the Project.

ATTACHMENT FOUR
CONTRACT

This Contract, which results from RFP#FS-120811 Food Service Point of Sale (POS) and Inventory Tracking System is between Lakeland Community College (the "College") and

_____
(the "Contractor").

If this RFP results in a contract award, the Contract will consist of this RFP including all attachments, written addenda to this RFP, the Contractor's proposal, and written, authorized addenda to the Contractor's proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The form of the Contract is this one (1) page attachment to the RFP, which incorporates by reference all the documents identified above. The general terms and conditions for the Contract are contained in another attachment to the RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Contractor's Proposal, as amended, clarified, and accepted by the College; and
4. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

This Contract has an effective date of the occurrence of all conditions precedent specified in the General Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates below.

_____	Lakeland Community College
(Contractor)	
_____	_____
(Signature)	(Signature)
_____	_____
(Printed Name)	(Printed Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

ATTACHMENT FIVE A
OFFEROR PROFILE FORM

Offeror's Legal Name:	Address:	
Phone Number:	Fax Number:	E-mail Address:
Home Office Location:	Date Established:	Ownership:
Firm Leadership:	Number of Employees:	Number of Employees Directly involved in Tasks Directly Related to the Work:
Additional Background Information:		

ATTACHMENT FIVE B
OFFEROR PRIOR PROJECT FORM

Customer Company Name:	Contact:	
Address:	Phone Number: E-mail:	
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):

The Offeror must document previous experience and expertise in providing a minimum of three (3) previous projects working, similar in size and complexity, in the previous five (5) years. These projects must be of similar size, scope and nature. Details of the similarities must be included. Attachment Five B, C, and D must be filled out completely for each of the three (3) projects provided. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

ATTACHMENT FIVE C
OFFEROR PRIOR PROJECT FORM

Customer Company Name:	Contact:	
Address:	Phone Number: E-mail:	
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):

The Offeror must document previous experience and expertise in providing a minimum of three (3) previous projects working, similar in size and complexity, in the previous five (5) years. These projects must be of similar size, scope and nature. Details of the similarities must be included. Attachment Five B, C, and D must be filled out completely for each of the three (3) projects provided. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

ATTACHMENT FIVE D
OFFEROR PRIOR PROJECT FORM

Customer Company Name:	Contact:	
Address:	Phone Number: E-mail:	
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):

The Offeror must document previous experience and expertise in providing a minimum of three (3) previous projects working, similar in size and complexity, in the previous five (5) years. These projects must be of similar size, scope and nature. Details of the similarities must be included. Attachment Five B, C, and D must be filled out completely for each of the three (3) projects provided. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

ATTACHMENT SIX
OFFEROR REFERENCES

Three (3) professional references who have received services from the Offeror in the past five (5) years

Company Name:	Contact Name:	
Address:	Phone Number: E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity and the Offeror's role in this project.		

Company Name:	Contact Name:	
Address:	Phone Number: E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity and the Offeror's role in this project.		

Company Name:	Contact Name:	
Address:	Phone Number: E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity and the Offeror's role in this project.		

ATTACHMENT SEVEN A
OFFEROR'S CANDIDATE REFERENCES

Candidate's Name: _____

Candidate's Proposed Position: _____

Three (3) professional references who have received services from the candidate in the past three (3) years

Company Name:	Contact Name:	
Address:	Phone Number: E-mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project size, complexity, and the candidate's role in this project.		
Company Name:	Contact Name:	
Address:	Phone Number: E-mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project size, complexity, and the candidate's role in this project.		
Company Name:	Contact Name:	
Address:	Phone Number: E-mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project size, complexity, and the candidate's role in this project.		

ATTACHMENT SEVEN B
OFFEROR'S CANDIDATE INFORMATION
EDUCATION AND TRAINING

Candidate's Name: _____

Education and Training: This section must be completed to list the education and training of the proposed candidate.

Name and Address	Months/Years	Degree/Major
College		
Technical School		
Licenses		
Certifications		

ATTACHMENT SEVEN C
OFFEROR'S CANDIDATE EXPERIENCE REQUIREMENT

Candidate's Name: _____

Candidate's Proposed Position: _____

Client Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number: E-Mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of the related services provided:		
Client Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number: E-Mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of the related services provided:		
Client Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number: E-Mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of the related services provided:		

ATTACHMENT EIGHT
OFFEROR PERFORMANCE FORM

The Offeror must provide the following information for this section for the past seven (7) years. Please indicate “Yes” or “No” in each column.

Yes/No	Description
	The Offeror has had a contract terminated for default or cause. If so, the Offeror must submit full details, including the other party's name, address, and telephone number.
	The Offeror has been assessed any penalties in excess of five thousand dollars ($5,000), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the Offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The Offeror was the subject of any governmental action limiting the right of the Offeror to do business with that entity or any other governmental entity.
	Has trading in the stock of the company ever been suspended? If so provide the date(s) and explanation(s).
	The Offeror, any officer of the Offeror, or any owner of a twenty percent (20%) interest or greater in the Offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The Offeror, any officer of the Offeror, or any owner with a twenty percent (20%) interest or greater in the Offeror has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item above is affirmative, the Offeror must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an Offeror from consideration, at the sole discretion of the College, such an answer and a review of the background details may result in a rejection of the Offeror’s proposal. The College will make this decision based on its determination of the seriousness of the matter, the matter’s possible impact on the Offeror’s performance on the project, and the best interests of the College.

ATTACHMENT NINE
CONTRACTOR / SUBCONTRACTOR AFFIRMATION AND DISCLOSURE

By the signature affixed to this response, the Offeror affirms, understands and will abide by the requirements of Executive Order 2010-09S. If awarded a contract, the Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is available at the following Web site:
(http://www.governor.ohio.gov/Default.aspx?tabid=1495).

The Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the Offeror not responsive and no further consideration will be given to the response. The Offeror's Proposal will not be considered. If the Offeror will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

_____ _____
(Address) (City, College, Zip)

Name/Principal location of business of subcontractor(s):

_____ _____
(Name) (Address, City, College, Zip)

_____ _____
(Name) (Address, City, College, Zip)

2. Location where services will be performed by Contractor:

_____ _____
(Address) (City, College, Zip)

Name/Location where services will be performed by subcontractor(s):

_____ _____
(Name) (Address, City, College, Zip)

_____ _____
(Name) (Address, City, College, Zip)

3. Location where college data will be stored, accessed, tested, maintained or backed-up, by Contractor:

_____ _____
(Name) (Address, City, College, Zip)

Name/Location(s) where college data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

_____ _____
(Name) (Address, City, College, Zip)

_____ _____
(Name) (Address, City, College, Zip)

_____ _____
(Name) (Address, City, College, Zip)

_____ _____
(Name) (Address, City, College, Zip)

_____ _____
(Name) (Address, City, College, Zip)

4. Location where services to be performed will be changed or shifted by Contractor:

(Name)	(Address, City, College, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

(Name)	(Address, City, College, Zip)
(Name)	(Address, City, College, Zip)
(Name)	(Address, City, College, Zip)
(Name)	(Address, City, College, Zip)
(Name)	(Address, City, College, Zip)

ATTACHMENT TEN
COST SUMMARY FORM

See Exhibit B

ATTACHMENT ELEVEN
DELINQUENT PERSONAL PROPERTY TAX STATEMENT

Name of Contractor _____

Address of Contractor _____

_____

As a condition precedent for execution of contract with Lakeland Community College, hereby affirms under oath, pursuant to the Ohio Revised Code Section 5719.042 that at the time this bid was submitted, my company (was) (was not) charged with delinquent personal property taxes on the general tax list of personal property for Lake County, Ohio.

If such charge for delinquent personal property tax exists on the general tax list of personal property of Lake County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below.

The Lakeland Community College Treasurer shall transmit a copy of this statement to the Lake County Treasurer within thirty (30) days of the date it is submitted. A copy of this statement shall also be incorporated into the contract made by and between Lakeland Community College and (Name of Contractor) _____ and no payment with respect to any contract shall be made unless such a statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax $ _____

Penalties $ _____

Interest $ _____

By _____
(Authorized Signature and Title)

_____
(Print Name and Title)

Subscribed in my presence, and sworn to me, this _____ day of _____, 20____.

_____
Notary Public

SEAL

EXHIBIT A –Technical Information

CAMPUS PORTAL	SUNGARD - LUMINIS	MY.LAKELANDCC.EDU
PUBLIC WEB SITE	WINDOWS SERVER 2003/IIS/SQL2005	WWW.LAKELANDCC.EDU
STUDENT INFORMATION SYSTEM	SUNGARD BANNER V8.2/3:	BANNERINB.LAKELANDCC.EDU
LEARNING MANAGEMENT SYSTEM	BLACKBOARD ENTERPRISE V9.0 SP4	CLASS.LAKELANDCC.EDU
EMAIL & CALENDARING (FACULTY & STAFF)	LOTUS NOTES V8.5.1	NOTES.LAKELANDCC.EDU
EMAIL & CALENDARING (STUDENTS)	IP SWITCH 11.1	MAIL.LAKELANDCC.EDU:8080
IDENTITY MANAGEMENT/DIRECTORY	OPENLDAP V2.8 (RUNS ON CURRENT PORTAL SERVER) ACTIVE DIRECTORY	
LIBRARY MANAGEMENT SYSTEM	INNOVATIVE INTERFACES MILLENNIUM	LAKEOPAC.LAKELANDCC.EDU
LIBRARY DATABASE PROXY	OHIOLINK	
LIBRARY DATABASES	LEXIS-NEXUS, AND MANY OTHERS	
NOTIFICATION SYSTEM	SINGLEWIRE INFORMACAST 7.0 - INTEGRATION WITH THIS SYSTEM IS BASED ON WEBAPI'S AND XML CONFIGURATION.	10.10.1.7
FUNDRAISING MANAGEMENT	BLACKBAUD RAISERS EDGE V6.0	N/A

ROOM SCHEDULING	RESOURCE 25 V3.3	R25.LAKELANDCC.EDU
HELP DESK	TRACK-IT 9	HTTP://TRACKIT.LAKELANDCC.EDU/TIWEB8/SCRIPTS/TRACKIT.ASP
E-COMMERCE/ONLINE PAYMENT	TOUCHNET 5	
BOOKSTORE	BOOKLOG V9.0.3	HTTP://WWW.BKSTR.COM/HOME/10001-10856-1
DINING SERVICES	CATEREASE 11 (USED FOR BOOKING, NOT INVENTORY) MEETINGMATRIX, VERSION 2010, RELEASE 1 BUILD 628.1	
CAREER SERVICES	SYMPLICITY	
SMART CARD	ID WORKS	
MOBILE	BLACKBERRY ENTERPRISE SERVER 5.2	
COMMUNITY EDUCATION REGISTRATION SYSTEM	ACEWARE	CL.LAKELANDCC.EDU
SHARE DRIVE	ACTIVE DIRECTORY (DRIVE MAPPINGS, PRINTERS)	LCC.LOCAL
PHONE SYSTEM	CISCO CALL MANAGER 7.1.3.32900-4 / UNITY	
DOCUMENT IMAGING SYSTEM	DOCUMENTUM V 5.4 (FORMERLY LEGATO)	
ONSSI IP CAMERA SURVEILLANCE SYSTEM	ONSSI 6.5G W/OCULARIS	IPCAMERA.LAKELANDCC.EDU
PHONE CALL & RADIO TRAFFIC RECORDING SYSTEM	ONVISOURCE	N/A

EXHIBIT B - RECOMMENDATIONS FOR ITEMIZATION OF EQUIPMENT AND SERVICES

Please provide specifics for each feature if it is included or not throughout the document. For each area please fill out the cost for the portion of the project. In the "All necessary software and hardware costs" or in the "Scope of Work" section please be specific; if it is an additional cost item/module needed to satisfy this request, it should be itemized.

	Cost per hour/device	Total Cost for Item
Project Management / Implementation / Training		
All necessary software and hardware costs:		
Scope of Work: • Point of Purchase: • Inventory Control: • Accounting & Billing: • Reporting: • Integration:		
Maintenance and Support:		
Total Costs		