

CINCINNATI-HAMILTON COUNTY COMMUNITY ACTION AGENCY (C-HCCAA)

REQUEST FOR PROPOSAL (RFP)

LEASE OF BLACK & WHITE AND COLOR DIGITAL COPIERS & POSTAGE MACHINE

THE PURCHASING DEPARTMENT, CINCINNATI-HAMILTON COUNTY COMMUNITY ACTION AGENCY, 1740 LANGDON FARM ROAD, CINCINNATI, OHIO 45237, PHONE 513-569-1875, FAX: 513-569-4353 IS SOLICITING PROPOSALS FOR THE PURPOSE OF PROCURING NEW BLACK & WHITE AND COLOR DIGITAL COPY MACHINES AS DESCRIBED HEREIN UNDER A THREE OR FOUR YEAR LEASE AGREEMENT FOR THE CORPORATE HEADQUARTERS AND ONE ADDITIONAL LOCATION OF THE CINCINNATI-HAMILTON COUNTY COMMUNITY ACTION AGENCY (HEREINAFTER REFERRED TO AS “AGENCY”).

SECTION I. GENERAL INFORMATION:

- 1.1 The AGENCY is requesting proposals for NEW BLACK AND WHITE AND COLOR DIGITAL COPY MACHINES AND POSTAGE MACHINE AS DESCRIBED HEREIN UNDER A THREE LEASE AGREEMENT for our Corporate Headquarters site located at 1740 Langdon Farm Road, Cincinnati, OH 45237 our Head Start Center located at 880 W. Court Street, Cincinnati, OH 45203, and three (3) satellite sites at 1920 Tennessee Ave. Cincinnati, OH 45237, 3303 Beekman St., Cincinnati, OH 45225, and 5139 Holland Dr., Cincinnati, OH 45232 during the period beginning on April 22, 2024 and ending on April 21, 2027.
- 1.2 **Inquiries:** Inquiries concerning this RFP should be directed to Kristopher Parrish kparrish@cincy-caa.org 513-569-1875.
- 1.3 **Conditions of Proposal:** All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of Offeror and will not be reimbursed by the AGENCY.
- 1.4 **Mistakes within the Proposal:** An apparent low Offeror discovering a mistake in its RFP can withdraw the RFP if all of the following conditions apply: Timely notice – the Offeror must notify AGENCY in writing within three (3) working days after the opening of proposals that a mistake was made. This notice can be given whether an award has been made or not. Substantial Mistake – The mistake has to be significant enough to make the RFP price substantially out of proportion to other RFP prices. Mathematical Error – The mistake has to be mathematical in nature due to a miscalculation or clerical error, an inadvertent omission, or a typographical error, which results in an erroneous sum. Mistakes of law, judgment, or opinion are specifically excluded from these criteria. Documentary Evidence – Clear and convincing documentation of the mistake must be presented as soon as possible, but no later than three (3) working days after the opening of RFP’s. Upon withdrawal of RFP, the low Offeror shall be prohibited from doing work on the project as 1) a subcontractor or in any other capacity and 2) quoting on the same project if the RFP is re-issued for response. *Otherwise, no portion of any RFP submitted may be withdrawn prior to sixty (60) days from Proposal Due Date shown below.*
- 1.5 **Notification Of Award:** It is expected, but not guaranteed, that a decision selecting the successful Offeror will be made within approximately two (2) weeks of the closing due date for the receipt of proposals. Upon conclusion of final negotiations with the successful Offeror, all Offerors submitting proposals in response to this Request for Proposal (RFP) will be informed, in writing, of the name of the successful Offeror. It is expected that the contract shall be a multiple year negotiated price contract.

- 1.6 **Options:** At the sole discretion of AGENCY, any contract entered into as a result of this RFP may be extended for two (2) additional one-year period. The cost for the option period will be agreed upon by AGENCY and the Offeror.

DUE DATES:

- 1.7 **Pre-Submission Meeting:** None anticipated
1.8 **Proposal Due Date:** Friday, February 9, 2024 3:00 PM
1.9 **Projected Award Date:** Not Later Than Friday, February 16, 2024
1.10 **Commencement Date:** Monday, April 22, 2024
1.11 **Ending Date:** April 21, 2027

- 1.12 **Instructions to Prospective Offerors:** All RFP packages are due by 3:00 PM, Friday, February 9, 2024. Please email your RFP response to: purchasing@cincy-caa.org or address and mail/drop-off your SEALED RFP response to: Kristopher Parrish, Purchasing Manager, Cincinnati-Hamilton County Community Action Agency, 1740 Langdon Farm Road, Cincinnati, OH 45237. The RFP envelope must be sealed, contain the completed proposal and must be marked “Confidential.” Any RFPs received after the RFP due date and time will be disqualified. Failure to meet the deadline for submitting RFPs will result in disqualification. If you drop your response off at one of our reception areas, we strongly recommend you obtain a signed, dated and time noted receipt from the individual accepting your proposal. The AGENCY retains the sole right (based on the prudent man concept) to waive any minor informality in any proposal received that does not significantly put other Offerors submitting a proposal at an unfair disadvantage in the process.
- 1.13 **Public Opening:** No public opening of the sealed proposals is anticipated.
- 1.14 **Right To Reject:** The AGENCY retains the right to ACCEPT or REJECT, any and all RFPs and does not bind itself to accept the lowest price proposal. Further, the AGENCY reserves the right to ACCEPT or REJECT any part(s) of all RFPs.
- 1.15 **Merger or Sale:** In the event a vendor awarded any business as a result of this RFP merges with, or is acquired by, another company during the term of any agreement resulting from said award, the vendor must notify the Purchasing Manager of the AGENCY in writing within thirty (30) days of the merger or acquisition. After such notification, the AGENCY reserves the right to terminate the existing agreement upon a thirty (30) day written notice to the vendor.
- 1.16 **Negotiated Contract Award:** This request for proposal (RFP) package is a negotiated contract award procurement. Therefore, the AGENCY reserves the right to engage in final negotiations with Offerors, selected solely at its discretion, who appear to have submitted initial proposals most advantageous to the AGENCY after the Proposal Due Date noted above.
- 1.17 **Availability of Funds:** Funding for any Contract issued as a result of this RFQ will likely be provided in full or in part by the United States Government, the State of Ohio, the City of Cincinnati or the County of Hamilton. While continuation of funding to complete any Contract issued as a result of this RFQ is anticipated, there can be no guarantee that will be the case. Therefore, should the funding for any Contract issued as a result of this RFQ be terminated by AGENCY’s funder or should total funds available to pay for any Contract issued as a result of this RFQ be significantly reduced (more than 50 percent) by AGENCY’s funder, the AGENCY will provide proper notice to Contractor as soon as possible or practical and pay for any work completed or services rendered by the Contractor through the date of proper notice to the Contractor. Notice shall be considered rendered upon phone call, voice message or electronic mail to Contractor followed by a mailing to the address noted in the Contract via First Class U.S. Mail. Further payments to the Contractor by AGENCY under any Contract issued as a result of this RFQ shall cease upon said proper notice to Contractor. Any services performed by Contractor under any Contract issued as a result of this RFQ after said notice, with or without AGENCY’s knowledge, shall be performed solely at Contractor’s expense. In addition, Contractor, by its authorized signature on the Contract, acknowledges it shall be liable for full repayment to AGENCY of any dollar amounts disallowed by AGENCY’s funder(s)

should any audit or review of records directly associated with any Contract issued as a result of this RFQ by AGENCY or funder indicate Contractor failed to follow procedures outlined in any Contract issued as a result of this RFQ; including, but not limited to, billed for product delivered or work performed without the express written authorization of the AGENCY as noted in AGENCY's standard contract, fraudulently billed AGENCY for services not rendered, invoiced for services in any way counter to the method agreed to in any Contract issued as a result of this RFQ or Addenda thereto or performed substandard work under any Contract issued as a result of this RFQ.

1.18 **Description Of Entity:** Cincinnati – Hamilton County Community Action Agency: Cincinnati-Hamilton County Community Action Agency is a private nonprofit corporation that serves Cincinnati and Hamilton County in the State of Ohio. As written above, AGENCY is a private, nonprofit corporation and thus has been determined to be exempt from federal income tax under section 501(c)(3), of the Internal Revenue Code. The corporation is governed by an eighteen (18) member volunteer Board of Directors. The Administrative offices and all records are presently located at 1740 Langdon Farm Road, Cincinnati, Ohio 45237. Other program offices and facilities are located throughout the Cincinnati area. AGENCY receives most of its funding from federal and state grants. Four major programs are run by the AGENCY. The four major programs are Head Start, Community Services Block Grant, Home Energy Assistance Program, and Youth Services.

Head Start is the AGENCY's largest program. The National Head Start Association is a private not-for-profit membership organization dedicated exclusively to meeting the needs of Head Start children and their families. It represents more than 1 million children, 200,000 staff and 2,700 Head Start programs in the United States. The Association provides support for the entire Head Start community by advocating for policies that strengthen services to Head Start children and their families; by providing extensive training and professional development to Head Start staff; and by developing and disseminating research, information, and resources that enrich Head Start program delivery. Created in 1965, Head Start is the most successful, longest-running, national school readiness program in the United States. It provides comprehensive education, health, nutrition, and parent involvement services to low-income children and their families. More than 21 million pre-school aged children have benefited from Head Start.

1.19 **Sales Tax:** Products or services provided by a vendor awarded any business as a result of this RFP are exempt from Ohio Department of Taxation sales and use tax. The AGENCY is a non-profit organization defined by IRS Code 501(c)3.

1.20 **Rule Of Law:** The laws of the State of Ohio shall govern any agreement entered into as a result of an award based on this RFP. Said agreement shall be the standard agreement used by the AGENCY with attachments and/or exhibits as necessary to specifically define the scope of work. Further, said agreement, when executed by both parties shall constitute the entire agreement between the parties for the specified products or services for the term of the agreement. Finally, both parties to said Agreement shall consent and agree that any dispute arising from the functioning of said Agreement that can not be resolved to the mutual satisfaction of either party by other means will be resolved through binding arbitration. The parties, as evidenced by their signatures on said agreement, shall voluntarily forfeit their right to bring any cause of action against the other in a court of law for unresolved disputes related to obligations within said Agreement. AGENCY and Contractor shall further agree that said arbitration will be provided through the American Arbitration Association and will be regulated by its Commercial Arbitration Rules.

1.21 **Contingencies:** N/A

1.22 **Miscellaneous:**

1.22.1 If this RFP is for the procurement of goods, not services, the AGENCY will, to the extent practical, accept goods dimensioned in the metric system of measurement.

1.22.2 The AGENCY will, to the extent practical, deem products and services that conserve natural resources, protect the environment and are energy efficient to be preferable to those which do not.

1.22.3 The AGENCY will, to the extent possible or practical, take positive steps to do business with minority, small disadvantaged businesses and women-owned businesses.

1.23 No Pre-Submission Meeting is planned for this RFP.

SECTION II: SCOPE OF WORK – SEE EXHIBITS A & B

SECTION III: REQUIRED BUSINESS INFORMATION

All Offerors are required to provide the following financial information. The information will be kept in strict confidence and will be only used as criteria to evaluate the response to this RFP. In the event, that the requested Business information, in this Section or Section IV is not available, a written STATEMENT, addressing the specific point is acceptable.

- 3.0 Name, address and telephone number of Business/Company.
- 3.1 Proprietors name, address and telephone number, or if publicly owned, the President/CEO's.
- 3.2 Date business/company was established.
- 3.3 Disadvantaged Business Enterprise status.
- 3.4 Copy of recent business credit report, less than three (3) months old.
- 3.5 If applicable, summarized list of staff and their experience level, certifications or other qualifications.
- 3.6 Proof of insurance, amount of coverage and workers compensation coverage. (Note: Prior to performing any work under any Contract issued as a result of Responder submission, Responder must supply Certificate of Insurance with AGENCY shown as an Additional Insured. Certificate must be not less than \$1 million per occurrence and \$2 million in aggregate.)
- 3.7 A list of business banks, or business credit unions and two (2) current suppliers for reference are required, including name, address and telephone number.
- 3.8 Business References from at least three (3) previous (recent past – within two years) or current customers; include name, address and telephone number. Customers used as a reference should be similar in account size to the expected size of this account should you be awarded the business.
- 3.9 If applicable, copies of appropriate licensing or registrations as required by regulation to do this type of work in the State of Ohio, County of Hamilton and/or City of Cincinnati.
- 3.10 Provide assurance that your staff is properly identified, such as: uniforms, badges, ID cards, appropriate attire.
- 3.11 Provide a yes or no answer to: A) Is the Owner(s) or any member of Management or Senior Management of your company related to someone who is either employed in a Senior Management position by, or a member of the Board of Directors of, the AGENCY AND B) Does the Owner(s) or any member of Management or Senior Management of your company have a long standing personal relationship with someone who is either employed in a Senior Management position by, or a member of the Board of Directors of, the AGENCY.
- 3.12 Complete SECTION V – PROPOSAL PRICING PAGE, of the RFP.

- 3.13 Complete the Civil Rights Compliance form.
- 3.14 Complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form.
- 3.15 Complete the Non-Collusion Affidavit form.
- 3.16 Complete the Contractor Business Status Questionnaire.

SECTION IV: PROPOSAL EVALUATION CRITERIA

The following criteria will be used in considering and evaluating each Offeror's Proposal. In the event that the requested information, in this Section or in Section III is not available, a written STATEMENT addressing the specific point is acceptable.

- 4.0 Best and most responsive offer from a reputable, experienced and responsive Offeror.
- 4.1 The Offeror's overall responsiveness to the proposal solicitation package is important. Some examples of non-responsiveness may include, but are not limited to: (1. failure to provide all of the requested information in the solicitation, ie, Section III – Required Information, (2. incomplete documents or (3. proposing alternative offers in direct opposition to those which are listed in the specifications or RFP and which offer no, or negative, cost savings to the Cincinnati-Hamilton County Community Action Agency. Please be certain to address any applicable points covered in Section 4.11 EVALUATION GRID, below.
- 4.2 Relative quality of samples submitted by Offeror to demonstrate quality of machines offered. NOTE: Samples must be included with Proposal.
- 4.3 A credit report to assess the Offeror's ability to staff and with equipment, the financial ability to complete the contract.
- 4.4 Proof of Liability Insurance and Workers compensation.
- 4.5 The contractor's ability to follow basic AGENCY accounting procedure, ie, sending all invoices to Accounts Payable and/or if needed following all shipping/receiving procedures. All invoices are to be mailed to Accounts Payable on the last day of each month. (No exceptions). Payment terms will be net 30 days from date of completed services or from date of receipt of correct invoice, whichever is last.
- 4.6 Contractors' integrity and compliance to public policy and the capability to perform in accordance with the terms and conditions of the proposal package. All supplier references will be verified, and if necessary the AGENCY will utilize the services of the Better Business Bureau.
- 4.7 A review of the three (3) requested business references from current or previous customers to verify customer satisfaction and quality of work.
- 4.8 The Offerors completeness and thoroughness, in submitting all of the requested documents, the results of the Offeror's reference checks and confidence that the Offeror can successfully perform all terms, conditions and functions as designated in the RFP.
- 4.9 Creative or innovative cost reduction and/or control responses to this RFP.
- 4.10 Prior business experience with the Offeror.
- 4.11 EVALUATION GRID - The following grid will be used in evaluating responses:

<u>Criteria</u>	<u>Point Range</u>
Experience or length of time in business: (Includes experience with the type of specific project for which proposal is being requested or length of time in business supplying goods of the type requested)	0-25
Organization, size & structure of Offeror's firm (Includes adequacy of company size to fulfill C-HCCAA needs)	0-10
Qualifications of staff (Includes adequacy of staff supervision and description of staff qualifications)	0-20
Understanding of work to be performed (Includes a demonstration of understanding of Scope of Work & understanding of need to adhere to said Scope.)	0-20
Price quote (Price compared to other responses)	0-20
Minority or other disadvantaged business enterprise status (Self-Explanatory)	0-5
	<hr/> 0-100

SECTION V – PROPOSAL PRICING PAGE

5.1 Company Name - (PRINT) _____

5.2 Signature Of Owner (Or Authorized Representative) _____

(The individual signing certifies that he/she is authorized to contract on behalf of the Offeror.)

5.2.1 Owner's Name (Or Authorized Representative) (PRINT) _____

5.3 Please complete, sign and return this section.

***NETWORKED MONTHLY
TOTAL \$ LEASE CHARGE**

3 YR: _____

5.3.1

****THREE YEAR LEASE:** Standard = **COPIES/PRINTS INCLUDED/MONTH**

Black & White: \$ _____ Standard # _____ \$ _____ Overage _____

Full Color: \$ _____ Standard # _____ \$ _____ Overage _____

****FOUR YEAR LEASE:**

Black & White: \$ _____ Standard # _____ \$ _____ Overage _____

Full Color: \$ _____ Standard # _____ \$ _____ Overage _____

*=This cost should be stated as a TOTAL COST and should include everything except paper, staples and personal property tax. Attach a separate schedule used to provide detailed cost analysis on a per machine, per month and per copy basis for ALL machines.

=This cost should be stated as a **cost per copy and should include everything except paper, staples and personal property tax. Standard # is the number of copies included in the lease each month (for example: 60,000, 70,000 or some other number). Copies in excess of the Standard # are by default excess and thus possibly charged at a higher rate per copy/print shown above as "Overage".

Proposed Equipment Brand: _____

(Actual specific equipment to be supplied is to be detailed on a separate sheet(s))

Proposed maintenance plan & monthly cost: _____

NOTE: Describe plan fully on separate sheet(s).

Cost of removing, packing and shipping existing copiers to Sharp (or designated location) as applicable:

B&W _____ Color _____ EA B&W _____ Color _____ Total _____

5.4 The contractor shall invoice, for the above charges MONTHLY or as otherwise agreed and send to:
ACCOUNTS PAYABLE, Cincinnati-Hamilton County Community Action Agency, 1740 Langdon farm
Road, Cincinnati, Ohio 45237.

SECTION VI - CIVIL RIGHTS COMPLIANCE

Offeror agrees that in the performance of an Agreement, as such, that there shall be no discrimination against an employee because of race, color, sex, religion, national origin, or any other factor, as specified in the Civil Rights Act of 1964, and all subsequent amendments.

(Signature of Owner/Authorized Representative)

(Print Name)

(Name of Company)

(Date)

SECTION VII

CONTRACT/PROPOSAL:

(This Affidavit must be executed for the proposal under consideration)

NON-COLLUSION AFFIDAVIT

STATE OF _____) ss.

COUNTY OF _____

I, _____
(Owner/Authorized Representative Signature & Print Name)

being duly sworn, do depose and say:

That _____
(Name of Company)

its agents, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

(Owner/Authorized Representative Signature)

Sworn to and subscribed before me this _____ day of _____, _____.

(SEAL)

(Notary Public)

_____, _____

my commission expires

SECTION VIII

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The vendor noted below that is seeking to conduct business with the Cincinnati-Hamilton County Community Action Agency (“Agency”) hereby certifies and warrants that during any period in which they are performing services for, or supplying goods to, the Cincinnati-Hamilton County Community Action Agency, that the business or individual shall not be considered debarred, suspended, ineligible or been voluntarily excluded in business ventures by any Federal government agency. Further, said vendor agrees to immediately notify Agency’s Purchasing Manager should such a debarment, suspension, ineligibility or exclusion occur in the future.

(Print Name of Company)

Printed Name:

(Signature of Owner/Authorized Individual & Print Name)

(Date of Signing)

SECTION IX

Contractor Business Status Questionnaire

Please mark any of the boxes below that apply to your business and return this survey with your contract documents. Should you have any difficulty determining if your business qualifies for any of the Certifications noted below, more information is available to you at the following web sites:

<http://www.mwbe.com/cert/certification.htm> and

<http://www.das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/Default.aspx> .

- My business is a MBE (Minority Owned Business)
- My business is a WBE (Women Owned Business)
- My business is a SDB (Small Disadvantaged Business)
- My business is a DBE (Disadvantaged Business Enterprise)
- My business is a DVBE (Disabled Veteran Business Enterprise)
- My business is EDGE Certified
- My business is none of the above

Contact Phone Number: _____

Completed By:

(Printed Name)

(Signature)

(Date)

EXHIBIT A MINIMUM MACHINE SPECIFICATIONS

GENERAL OVERVIEW:

PLEASE NOTE: The final page of this EXHIBIT lists the machines currently being used along with their approximate installation date and the number of images produced to the date listed for each machine. Please use this information to help you determine what specific copy machines to use as replacements.

- **Number of black and white copiers: Determined by needed capacity– see EXHIBIT B**
- **Number of full color copiers: Three (3) (Subject to change [with full knowledge of Offeror] prior to contract execution).**
- **All machines should have both LAN & WIFI capability. Machines should also be capable of tracking and reporting (on hard copy media such as paper and electronically) monthly, using a “department password/code” on a minimum of 20 separate “departments” for purposes of allocating the monthly copy costs for the entire AGENCY. Monthly reporting should at a minimum show the “department” “password/code”, the total quantity of copies used by each “department” and the total copy count for each machine as well as each of the “departments”.**
- **If copiers are connected to a LAN or WIFI they should have the capability of automatically emailing both “department” and “Total” counts to multiple selected email addresses.**
- **Networked copiers should have the ability to scan and email printed documents as a .pdf image and OCR. They should also be able to scan and transfer the scan results to a USB “Flash Drive”. All costs quoted should include any necessary software license fees in order to support all of the above.**
- **Copiers with the ability to act as facsimile machines; having the capability of sending facsimile documents without the use of an independent on-site digital telephone system will be given additional consideration.**
- **Color copiers should have the ability to staple, fold, saddle stitch, scan, e-mail and copy. Copier should accommodate paper size at least as large as 12” X 18” and paper thickness at least as thick as card stock. If the machine has an optional or standard ability to tri-fold, please describe fully and show cost of option if applicable. Please also fully describe any other available features and any additional cost associated with them.**

Note: Variations to the minimum specifications listed above should be fully explained in writing in your proposal.

INFORMATION TO SUPPLY (IN WRITING) WITH PROPOSAL:

- **Capacity of machine as built; i.e. how many images was the copy machine built to handle on a daily or monthly basis.**
- **Security features of system for confidential document handling when applicable.**
- **Rate of feed or number of copies per minute (both black & white and color).**
- **Details of maintenance plan that is standard with the system; what is covered, what is not covered, how long to receive a service call, is there a local number to contact service, options in case machine is not immediately repairable, cost of maintenance – labor & most common parts? Preventative maintenance: How is it handled? Do we have to call for P.M. based on a message displayed by the machine or do you schedule maintenance based on the time in service and number of copies produced or some other means of determining needed P.M.?**
- **Brochure of recommended machines. (If more than one, show cost of any additional systems (saddle stitch, extra large capacity paper feeder, etc.) separately.**
- **What warranty do the machines have and how long is it valid?**
- **Payment terms of lease; 210N30, N30 ?**
- **Why should we lease our copiers from you? What do you do that your competitors’ do not do to help us? Or, what do you not do that your competitors’ do that would make our operations more difficult if we chose your competitor?**
- **END OF EXHIBIT A**

