

REQUEST FOR PROPOSALS

PRINT MANAGEMENT PROGRAM

RFP #2009.04.1

Issued By:

Northeast Ohio Sourcing Office

Dated:

April 2, 2009



REQUEST FOR PROPOSALS (RFP) #2009.04.1 NEO|SO: PRINT MANAGEMENT PROGRAM

TABLE OF CONTENTS:

SECTION I.	GENERAL PURPOSE & SUPPLIER INFORMATION	1
1.1	PURPOSE.....	1
1.2	ISSUING OFFICE	1
1.3	BACKGROUND	2
1.4	OVERVIEW OF THE PROJECT.....	2
1.5	OBJECTIVES OF THE PROJECT.....	3
1.6	NEO SO ADMINISTRATIVE & MARKETING FEE	4
1.7	ANTICIPATED PROCUREMENT TIMETABLE	4
1.8	INTERNET QUESTION & ANSWER (Q&A) PERIOD; RFP CLARIFICATION OPPORTUNITY	5
1.9	COMMUNICATIONS PROHIBITED	6
1.10	TIME FRAMES & FUNDING AVAILABLE	7
SECTION II.	SUPPLIER EXPERIENCE & QUALIFICATIONS.....	9
2.1	MANDATORY SUPPLIER QUALIFICATION	9
2.2	ORGANIZATIONAL EXPERIENCE AND CAPABILITIES	9
2.3	STAFF EXPERIENCE AND CAPABILITIES	10
SECTION III.	PARTICIPANTS, REQUIREMENTS, SCORING & PRICING	11
3.1	REQUIRED SUPPLIER INFORMATION & CERTIFICATIONS	11
3.2	BREADTH OF PARTICIPANTS.....	11
3.3	TECHNICAL SCORING.....	11
3.4	REQUIREMENTS & PROPOSAL SPECIFICATIONS.....	11
3.5	PRICING METHODOLOGY – HARDWARE	11
3.6	PRICING METHODOLOGY – SOFTWARE & SERVICES	11
SECTION IV.	CONDITIONS AND OTHER REQUIREMENTS	12
4.1	PUBLIC CONTRACTS	12
4.2	INTERVIEW	12
4.3	START WORK DATE	12
4.4	PROPOSAL COSTS.....	12
4.5	TRADE SECRETS PROHIBITION; PUBLIC INFORMATION DISCLAIMER	12
4.6	CONTRACTUAL REQUIREMENTS	13
4.7	PUBLIC RELEASE OF RECORDS	14
4.8	CONFIDENTIALITY	14
4.9	KEY PERSONNEL	14
4.10	ETHICAL & CONFLICT OF INTEREST REQUIREMENTS	14
4.11	HEALTH INSURANCE PORTABILITY & ACCESSIBILITY ACT (HIPAA) REQUIREMENTS	15
4.12	WAIVER OF MINOR PROPOSAL ERRORS	15
4.13	PROPOSAL CLARIFICATIONS.....	15
4.14	UNRESOLVED FINDINGS FOR RECOVERY (R.C. 9.24)	15
4.15	MANDATORY CONTRACT PERFORMANCE DISCLOSURE.....	16
4.16	MANDATORY DISCLOSURES OF GOVERNMENTAL INVESTIGATIONS	16
SECTION V.	PROPOSAL FORMAT & SUBMISSION.....	17
5.1	PROPOSAL SUBMISSION INFORMATION	17
5.2	FORMAT FOR ORGANIZATION OF THE PROPOSAL.....	18



SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION.....22

6.1 SCORING OF PROPOSALS22

6.2 REVIEW PROCESS CAVEATS24

6.3 FINAL SUPPLIER RECOMMENDATION.....25

6.4 TIE BREAKER25

SECTION VII. PROTEST PROCEDURE.....26

7.1 PROTESTS26

7.2 CAVEATS27

SECTION VIII. ATTACHMENTS AND THEIR USES28

8.1 ATTACHMENT A: NEO|SO MODEL CONTRACT28

8.2 ATTACHMENT B: REQUIRED SUPPLIER INFORMATION AND CERTIFICATIONS PROPOSAL.....28

8.3 ATTACHMENT C: DECLARATION REGARDING MATERIAL ASSISTANCE28

8.4 ATTACHMENT D: REQUEST FOR TAXPAYER IDENTIFICATION NUMBER (W-9) FORM28

8.5 ATTACHMENT E: TECHNICAL PROPOSAL SCORE SHEET28

8.6 ATTACHMENT F: NEO|SO PARTICIPANTS.....28

8.7 ATTACHMENT G: REQUIREMENTS & PROPOSAL SPECIFICATIONS.....28

8.8 ATTACHMENT H: EQUIPMENT HARDWARE, SOFTWARE & ACCESSORIES PRICING28

8.9 ATTACHMENT I: SERVICES & SUPPLIES PRICING28

REQUEST FOR PROPOSALS (RFP) #2009.04.1 NEO|SO: PRINT MANAGEMENT PROGRAM

SECTION I. GENERAL PURPOSE & SUPPLIER INFORMATION

1.1 Purpose

The purpose of this request for proposal ("RFP") is to gather proposals for a comprehensive print management program from manufacturers and/or channel distribution partners who provide multifunctional devices ("MFD's"), printers, facsimiles, and all related supplies, service, and support along with any associated software with the intent of helping NEO|SO's Members and Affiliates (collectively, "NEO|SO Participants" or "Participants") manage down their total cost of ownership as it relates to printing, copying, and duplication.

NEO|SO's goal in this RFP process is to establish a 4-year contract with a supplier that enables NEO|SO to offer all current and future NEO|SO Participants a single procured contract that meets their Print Management needs (the "Print Management Program" or the "Program").

For purposes of document simplification, interested organizations responding to the RFP are referred to as "Suppliers." When referring to the Supplier selected through this RFP process for award of the contract, the RFP uses the terms "Selected Supplier." The term "Contract Manager" or "CM" in this RFP refers to the designated NEO|SO team member from whom the Supplier will take direction during the Contract Term.

1.2 Issuing Office

This RFP is released by and the subsequent contract will be with NEO|SO. NEO|SO will be responsible for supervision of all activities of the Selected Supplier. A team member from NEO|SO will be designated as the CM for the project, following contract award. The Selected Supplier will take direction from that CM for contract-related activities.

If interested Suppliers have a need to communicate regarding this RFP, they must contact NEO|SO using one of the mechanisms provided for in **Sections 1.7 Internet Q&A Period/RFP Clarification Opportunity**, or **1.8 Communications Prohibited**, of this RFP. Suppliers are cautioned that communication attempts which do not comply with these instructions will not be answered, and that NEO|SO will not consider any proposals submitted to any address other than the one provided in Section 5.1 of this RFP. Supplier proposals must be submitted to NEO|SO in strict accordance with proposal submission instructions provided in **Section 5.1 Proposal Submission Information**.



1.3 Background

The Northeast Ohio Sourcing Office (“NEO|SO”) is a Council of Governments (“COG”) and 501 (c)(3) not-for-profit organization founded in 2005. By virtue of its designation as a COG, any county, city, township, village, school district, special district, other public entity, or non-profit organization in a 16-county footprint of Northeast Ohio may join NEO|SO as a member (a “Member”). NEO|SO’s 16-county footprint includes: the following counties: Ashland, Ashtabula, Carroll, Columbiana, Cuyahoga, Geauga, Lake, Lorain, Mahoning, Medina, Portage, Richland, Stark, Summit, Trumbull, and Wayne.

In the spirit of fostering public-private partnerships, NEO|SO enables private companies and organizations to utilize its product and service offerings as NEO|SO affiliate members (the “Affiliates”). NEO|SO also extends affiliate member privileges to public and private sector entities located across the state of Ohio and country. Collectively, Members and Affiliates are referred to as the “Participants.”

NEO|SO’s group purchasing program objectives are to:

- *Simplify the procurement and contracting process for Participants and Suppliers*
- *Secure better pricing and contract terms for Participants than they can achieve by procuring products and services independently*
- *Deliver top line revenue to program Suppliers*
- *Reduce Suppliers’ customer acquisition and customer service costs*
- *Be outstanding public sector customers*
- *Serve as a bridge between Participants and Suppliers to provide high quality customer service while identifying and resolving issues before they become problems*

The specifications and terms in this document provide NEO|SO’s requirements for potential Suppliers to use when preparing their proposal for NEO|SO’s consideration. NEO|SO’s goal is to achieve for our Participants not only a best available price, but also a consistent, predictable supplier performance. NEO|SO seeks to be a strong consortium partner and work closely with Suppliers to enhance customer service, improve payables, increase Supplier revenue, and drive down Suppliers’ costs of serving Participants.

1.4 Overview of the Project

This RFP is designed to allow potential Suppliers to respond with solutions that satisfy the current and future needs of NEOISO Participants as it relates to a Print Management Program for multifunctional devices (“MFD’s”), printers, facsimiles, production equipment, and wide format hardware and all related supplies, service, and support along with any associated software. Potential Suppliers should offer equipment, supplies, software, and services which come closest to meeting the current needs of Participants. It should also be noted that NEO|SO desires to have a



comprehensive solution whereby all required products and services can be provided in an easily managed program that allows cost savings, improved efficiencies, and direct service and support.

Suppliers must meet all minimum requirements as outlined in this RFP and should present the best solution available. NEO|SO will look to responding Suppliers for unique and best-in-class solutions to offer its Participants. NEO|SO will only award a contract if the proposed solution meets and exceeds the expectations of its Participants and provides each Participant with cost savings and/or services that will help Participants operate more efficiently.

NEO|SO recognizes that the current public sector procurement methodology using “catalogue” pricing for equipment and services is not effective for either Suppliers or public sector customers and does not allow Suppliers to provide solutions that are tailored to meet the needs of and deliver the greatest value to individual public sector customers. NEO|SO’s Print Management Program is designed to provide a single procurement mechanism that will enable Suppliers to customize their products and services to individual NEO|SO Participants based on each Participant’s needs, thereby delivering a holistic, total cost of ownership solution that leverages the winning Supplier’s strengths and delivers the greatest value to each Participant.

NEO|SO will select a single Supplier to ensure service requirements are met consistently and only top quality products are offered to Participants.

1.5 **Objectives of the Project**

NEO|SO seeks to form a multi-year partnership with **one** Supplier to provide enterprise-wide solutions for printing/copying/scanning and faxing. The Print Management Program is intended to achieve the following objectives:

- *Provide Participants with comprehensive management of all Print Management costs of ownership criteria*
- *Deliver recommendations for reducing cost of ownership over the term of the agreement and the associated metrics and measurement tools to demonstrate the savings achieved to each Participant*
- *Evaluate each Participant’s stand-alone/workgroup sized print devices and the replacement or removal of each device as needed*
- *Provide for complete replacement of all of each Participant’s MFD devices, printers, and other hardware over the term of the agreement*
- *Utilize and deploy both proven and cutting-edge technology, while providing a means of technology upgrades during the term of the agreement*
- *Assure complete serviceability and reliability of all associated devices*



- *Provide complete inventory management and tracking, and delivering timely and relevant reports to analyze scan, print, and copy usage history and future requirements/utilization*

1.6 NEO|SO Administrative & Marketing Fee

- A. Administrative Fee – on the 15th of each month, the Selected Supplier will remit to NEO|SO an administrative fee equal to four and one half percent (4.5%) of the Program revenues collected by the Supplier through the end of the prior month. This fee is fully disclosed to Participants.
- B. Marketing Fee – within thirty (30) days of contract execution and on each subsequent annual anniversary of the agreement, the Selected Supplier will pay to NEO|SO a marketing fee of a minimum of \$50,000. Supplier may choose to provide a larger annual marketing fee to accelerate program adoption and growth. NEO|SO is an active consortium partner and works aggressively to capture market share and grow Supplier revenue. NEO|SO utilizes these funds to help underwrite marketing the Program to existing NEO|SO Participants and in recruiting additional Participants.

1.7 Anticipated Procurement Timetable

NEO|SO reserves the right to revise this schedule in the best interest of NEO|SO and/or to comply with the State of Ohio procurement procedures and regulations and after providing reasonable notice.

April 2, 2009	NEO SO releases RFP to potential Suppliers & Q&A Period opens
April 13, 2009 at 2 PM EST	Mandatory pre-proposal Supplier meeting/conference call (locations and dial-in instructions will be provided to all Suppliers requesting RFP)
April 16, 2009 at 10 AM	Supplier Q&A Period for RFP clarification closes
April 17, 2009 at 2 PM	NEO SO posts final Supplier Q&A Document
April 23, 2009 at 3 PM EST	DEADLINE FOR SUPPLIERS TO SUBMIT PROPOSALS TO NEO SO
May 1, 2009 between 8 AM and 2 PM*	Reserved time period for up to three finalists to present their proposals and respond to questions from the NEO SO team and potential Participants – invitees will be notified by noon on April 27 th
May 4, 2009	NEO SO issues Letter of Intent to Award the contract (estimated)
May 18, 2009 to June 30, 2013	Implementation, contract period (estimated, following all contractual & funding approvals)

*NOTE – NEO|SO understands that the Print Management Program has certain complexities in terms of product quality, software capabilities, services, and pricing



methodologies. NEO|SO anticipates that the finalists may be required to present the key elements of their respective proposals and respond to questions from the NEO|SO team and Participants in order for NEO|SO to clearly identify the outright winning Supplier who will receive the contract award. **NEO|SO requests that all respondents be available at this time to make presentations and respond to questions.** NEO|SO will invite up to three finalists to present on May 1, 2009 and will notify the finalists by noon on April 27th of their invitation to present to the NEO|SO team to allow the maximum time to prepare for the presentation and arrange for travel, if necessary, while still enabling NEO|SO to meet its commitment to issue the Letter of Intent to Award within approximately 10 days of receiving the proposals on April 23, 2009. NEO|SO reserves the right to disqualify any finalist who is not available for presentation and questions on May 1, 2009.

1.8 Internet Question & Answer (Q&A) Period; RFP Clarification Opportunity

Potential Suppliers may ask clarifying questions regarding this RFP via the Internet during the Q&A Period outlined in **Section 1.6 Anticipated Procurement Timetable**. To ask a question, potential Suppliers must send an email to **PrintManagement@NEOSO.org**.

Questions about this RFP must be submitted to CM identified in the Request for Proposals using the above email address and will reference the relevant part of this RFP, the heading for the provision under question, and the page number of the RFP where the provision can be found. The potential Supplier must also include the name of a representative of the potential Supplier, the company name, and business phone number. NEO|SO may, at its option, disregard any questions which do not appropriately reference an RFP provision or location, or which do not identify the originator of the question. NEO|SO will not respond to any questions submitted after 10:00 a.m. on the date that the Q&A period closes. NEO|SO reserves the right to extend the Deadline for Suppliers to Submit Proposals to NEO|SO based on the NEO|SO Q&A Document and/or any Addendum issued to modify this RFP.

NEO|SO responses to all questions asked via email will either be posted on the NEO|SO Print Management web page (go to www.NEOSO.org and follow the link to "Offerings in Development:") dedicated to this RFP, for reference by all potential Suppliers, or delivered to all Suppliers simultaneously via email, or both. Potential Suppliers will not receive personalized or individual e-mail responses. Clarifying questions asked and NEO|SO responses to them comprise the "NEO|SO Q&A Document" for this RFP which will constitute an Addendum to this RFP. Any interpretation or correction of the RFP will be made only by Addendum posted on the above NEO|SO Web Page. NEO|SO will not be responsible for any other explanations or interpretations of the RFP. If possible, NEO|SO will post an interim Q&A Document, without identifying the Suppliers asking questions, as well as the final Addendum (in which all Suppliers that posed questions will be identified). NEO|SO strongly encourages Suppliers to ask questions as early as possible in the Q&A period so that interim answers can be posted with the possibility of sufficient time for Suppliers' follow-up questions. As any Addendum to this RFP may result in a revision in the way



NEO|SO will acquire its Print Management Program, interested Suppliers are encouraged to utilize this Q&A period as an interactive exchange regarding these revised expectations.

Supplier proposals in response to this RFP are to take into account any information communicated by NEO|SO in the Final Q&A Document and Addendum for the RFP. **It is the responsibility of all potential Suppliers to check the above NEO|SO Web Page on a regular basis for responses to questions, as well as for any Addendums regarding this RFP.**

Accessibility to the NEO|SO Q&A Document and Addenda will be clearly identified on the above NEO|SO Web Page dedicated to this RFP, **once that document is made available.**

IMPORTANT: Requests from potential Suppliers for copies of previous RFPs, past Supplier proposals, score sheets, or contracts for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFP. PRRs submitted in accordance with directions provided in **Section 1.8 Communications Prohibited**, will be honored. The posted time frames for NEO|SO responses to Internet questions for RFP clarification do not apply to PRRs.

Suppliers are to base their RFP responses, including the details and costs, on the requirements and performance expectations established in this RFP for the future contract, NOT on details of any current or past-related contract. Requirements under a current project may or may not be required by NEO|SO under any future contract, and so may not be useful information for Suppliers who choose to respond to the RFP. If Suppliers ask questions about existing or past contracts using the Internet Q&A process, NEO|SO will use its discretion in deciding whether to provide answers.

Interested Suppliers should also refer to **RFP Section 1.9 Time Frames and Funding Available**, for related information.

There is an established time period for the Supplier Q&A process (see **Section 1.6 Anticipated Procurement Timetable**, above). NEO|SO will only answer those questions submitted within the stated timeframe for submission of Supplier questions, and which pertain to issues of RFP clarity, and which are not requests for public information. NEO|SO is under no obligation to acknowledge questions submitted through the Q&A process that are not in accordance with these instructions.

* Should Suppliers experience technical difficulties accessing the NEO|SO Web Page where information about this RFP is published, they may contact NEO|SO at 216.581.6200 x105 for technical guidance.

1.9 Communications Prohibited

From the issuance date of this RFP until an actual contract is awarded to a Supplier, there may be no communications concerning the RFP between any Supplier that expects to submit a proposal and any employee of NEO|SO in the issuing office, or any



other NEO|SO employee, or any other individual regardless of their employment status, who is in any way involved in the development of the RFP or the selection of the contractor ("Communications Prohibited").

The only exceptions to the Communications Prohibited are as follows:

- A. Communications conducted pursuant to **Section 1.7 Internet Q&A Period**;
- B. As necessary in any pre-existing or on-going business relationship between NEO|SO and any Supplier that could submit a proposal in response to this RFP;
- C. As part of any Supplier interview process or proposal clarification process initiated by NEO|SO, which NEO|SO deems necessary in order to make a final selection, including the finalist interviews described in **Section 1.6 Anticipated Procurement Timetable**;
- D. If it becomes necessary to revise any part of this RFP, NEO|SO will post Addendums on the NEO|SO Web Page dedicated to this RFP;* and
- E. Any Public Records Request (PRR) made through the NEO|SO.

*** Important Note:** Addenda to the RFP or to any documents related to it will be accessible to interested Suppliers through the NEO|SO Web Page established for the RFP. All interested Suppliers must refer to the NEO|SO Web Page regularly for Addendums or other announcements. NEO|SO may not specifically notify any Supplier of changes or announcements related to this RFP except through the NEO|SO Web Page posting. It is the affirmative responsibility of interested Suppliers to be aware of and to fully respond to all updated information posted on the NEO|SO Web Page.

NEO|SO is not responsible for the accuracy of any information regarding this RFP that was obtained or gathered through a source other than the Q&A process described in this RFP. Any attempts at Communications Prohibited by Suppliers may result in the disqualification of those Suppliers' proposals.

1.10 Time Frames & Funding Available

NEO|SO is seeking to contract with a Supplier to offer a comprehensive Print Management Program as described in this RFP for the four year period (approximately) of May 18, 2009 to June 30, 2013 ("Contract Term").

NEO|SO intends through this RFP to provide interested Suppliers with sufficient information to understand the scope of work which is the subject of this document, and which, when combined with the Suppliers' appropriate expertise, will enable Suppliers to estimate the level of effort and resources which would be required to perform the work if awarded the contract. Suppliers are to use this information and understanding to



determine the price they will offer NEO|SO Participants for the performance of the work described herein. **NEO|SO will not identify the amount of funding available for this Project.**

Potential Suppliers are to be aware that NEO|SO may, at its sole discretion, negotiate with all technically qualifying Suppliers for a revised cost proposal if the cost proposals of all technically qualifying Suppliers are in excess of the available funding for this project, or are deemed excessive. **Section VI. 6.1 C.** of this RFP establishes further information on NEO|SO procedures to be implemented if this situation occurs.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]



SECTION II. SUPPLIER EXPERIENCE & QUALIFICATIONS

Supplier proposals must address all the following minimum requirements for qualifications and experience.

2.1 Mandatory Supplier Qualification

In order for any Supplier to be considered, the Supplier must meet the following requirements. Suppliers not meeting these requirements will be removed from the proposal process and will not be considered for the award of the contract. Suppliers must:

- Be authorized by each manufacturer the Supplier represents and includes in its response to this RFP to sell hardware across the entire state of Ohio;
- Be authorized by each manufacturer the Supplier represents and includes in its response to the RFP to service that manufacturer's hardware across the entire state of Ohio;
- Have an in-house sales program to service and develop relationships with individual NEO|SO Participants; and
- Offer comprehensive audit/analysis capabilities to identify a Participant's current total cost of printing/copying and develop a strategy to reduce that total cost.

2.2 Organizational Experience and Capabilities

Suppliers must demonstrate their capabilities for accomplishing the work described in this RFP by presenting evidence of other relevant, comparable, and successful professional experiences. NEO|SO requires that interested Suppliers' proposals provide the following:

- A. A narrative description of previous work representative of the type outlined in this RFP that the Supplier has successfully accomplished for other customers within the past five years (may be current and not yet completed), including the name, address, phone number, and contact name for the customers and details of significant accomplishments.
- B. A narrative description of representative projects the Supplier has accomplished (or which are on-going) in the past five years for government/public sector customers including the name, address, phone number, and contact name for the public sector customers and details of significant accomplishments. (Some or all of the projects described for this item **2.2 B** may duplicate work described for item **2.2 A** above.)
- C. A narrative summary of at least two, but no more than four, work projects similar to the work outlined in this RFP, which have been completed in the past five years that demonstrate the Supplier's expertise in Print Management including the name, address, phone number, and contact



name for the customers and details of significant accomplishments. Sample excerpts from each of the projects cited in this **Section 2.2 C**, must be provided in Tab 4 of the Technical Proposal.

2.3 **Staff Experience and Capabilities**

- A. Key Staff Designations** - The Supplier must demonstrate significant expertise and comprehension of the work described in this RFP by assigning qualified staff to key leadership roles for the project and identifying in proposals, by position and by name, those staff they consider key to the project's success. Proposed key position staff must be profiled in Supplier proposals and their resumes or curriculum vitae (CV) must be included.

The Supplier must, at minimum identify and provide such justification for any additional staff positions which the interested Supplier would present as a Key Staff Designation, at the Supplier's discretion. For any such additional key staff, Supplier proposals must include a detailed description of the role that individual will play in the contract activities for the Project. A copy of the individual's resume or CV must be included.

- B. Supplemental Resources and Support Staff** - In addition to Key Staff Designations, the Supplier proposal must present a staffing plan specifically identifying (by name, title, geographic coverage area, and role) the individuals who would be responsible for coordinating all audits, sales, and implementations of the Print Management program in each geographic coverage area proposed to be serviced by the Supplier as part of the Print Management Program. For example, if there are two individuals responsible for coordinating all audit, sales, and implementations in the state of Ohio, identify both of those individuals, their service areas, and their contact information as described above. It is crucial for the success of this Program that NEO|SO be aware of the correct people with whom to coordinate sales, marketing, and implementation activities in the Supplier's organization.

The CM, if unsatisfied with job performance of any of the Selected Supplier's staff, may ask for the replacement of any staff members and/or Supplier's sub-contractors.

The Selected Supplier will be subject to a key personnel contractual requirement. NEO|SO must be notified of any impending changes in key personnel and must approve any proposed replacement staff.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]



SECTION III. PARTICIPANTS, REQUIREMENTS, SCORING & PRICING

3.1 Required Supplier Information & Certifications

See **Attachment B**, **Attachment C**, and **Attachment D** for Required Supplier information and certifications. These documents should be completed, signed in Blue Ink, and returned to NEO|SO as part of the Supplier Technical Proposal package.

3.2 Breadth of Participants

See Attachment F for a complete list of NEO|SO Participants.

3.3 Technical Scoring

See Attachment E for a sample Technical Proposal score sheet.

3.4 Requirements & Proposal Specifications

See **Attachment G** for a complete description of the Requirements and Proposal Specifications.

3.5 Pricing Methodology – Hardware

See **Attachment H** for a proposed pricing template for hardware to be provided under the scope of this Program.

3.6 Pricing Methodology – Software & Services

See **Attachment I** for a proposed pricing template for software and services to be provided under the scope of this Program utilizing a “cost per copy” pricing methodology.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]



SECTION IV. CONDITIONS AND OTHER REQUIREMENTS

Through this section of the RFP, NEO|SO notifies Suppliers seeking award of a contract of certain conditions and requirements which may affect their eligibility or willingness to participate in any procurement (RFP, RLB, etc.) process; or their eligibility to be awarded a contract; and of requirements that would be in effect should they be awarded a contract.

4.1 Public Contracts

Proposals must list all current contracts the Supplier has with State of Ohio and/or other public sector agencies in Ohio. The list must indicate the scope of work/services provided under the contract, the dollar value of the contract, the time period covered by the contract, and the percentage of the project completed.

4.2 Interview

Suppliers submitting proposals may be requested to participate in an in-depth interview as part of the evaluation process. The interview, if necessary, may include Participants as well as NEO|SO team members. NEO|SO reserves the right to select from responding Suppliers for interviews and may not interview all Suppliers submitting proposals. The Supplier will bear all costs of any scheduled interview.

4.3 Start Work Date

The Selected Supplier must be able to begin work no later than fifteen (15) days after the contract is signed by NEO|SO and Supplier. The Selected Supplier will be notified by the NEO|SO CM when work may begin. **Any work begun by the Supplier prior to this notification will NOT be reimbursable by NEO|SO.**

4.4 Proposal Costs

Costs incurred in the preparation of this proposal are to be borne by the Supplier, and NEO|SO will not contribute in any way to the costs of the preparation. Any costs associated with participating in interviews will be borne by the Supplier and will not be NEO|SO's responsibility (see **Section 4.2**, above).

4.5 Trade Secrets Prohibition; Public Information Disclaimer

Suppliers are prohibited from including any trade secret information as defined in Ohio Revised Code (ORCA) 1333.61 in their proposals in response to any NEO|SO RFP, Requests for Letterhead Bids (RLB), or other procurement efforts. NEO|SO will consider all proposals voluntarily submitted in response to any NEO|SO RFP to be free of trade secrets and such proposals will, in their entirety, be made a part of the public record in compliance with Ohio Revised Code Chapter 125.01, et seq.

All proposals and any other documents submitted to NEO|SO in response to this RFP will become the property of NEO|SO. This RFP and, after the selection of the winning



Supplier, any proposals submitted in response to the RFP are deemed to be public records pursuant to R.C. 149.43. For purposes of this section, "proposal" will mean both the Technical and the Cost Proposals submitted by the Supplier, any attachments, addenda, appendices, or sample products.

Any proposals submitted in response to this or any NEO|SO RFP which make claims of trade secret information will be disqualified from consideration immediately upon the discovery of such unallowable claim.

4.6 **Contractual Requirements**

- A. Any contract resulting from the issuance of this RFP is subject to the terms and conditions as provided in the model contract, which is included as **Attachment A** of this RFP. Potential Suppliers are strongly encouraged to read the model contract and to be fully aware of NEO|SO's contractual requirements;
- B. Many of the terms and conditions contained in the model contract (See **Attachment A**) are required by state and federal law; however, the Supplier **must propose all requested changes to the model contract** by annotating the model, and returning it with the Supplier's Technical Proposal submission. Any changes are subject to NEO|SO review and approval;
- C. Payments for any and all services provided pursuant to the contract are contingent upon the availability of funds;
- D. All aspects of the contract apply equally to work performed by any and all subcontractors;
- E. The Supplier, and any subcontractor(s), will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFP. The Supplier, and any subcontractor(s), agrees to be bound by the same standards of confidentiality that apply to the employees and contractors of NEO|SO:

Any violation of confidentiality will result in an immediate termination of the contract, and may result in legal action;

- F. As a condition of receiving a contract from NEO|SO, the Supplier, and any subcontractor(s), will certify compliance with any court order for the withholding of child support which is issued pursuant to Section 3113.217 of the ORC. The Supplier, and any subcontractor(s), must also agree to cooperate with NEO|SO and any Ohio Child Support Enforcement Agency in ensuring that the contractor or employees of the contractor meet child support obligations established under state law;



- G. By signing a contract with NEO|SO, a Supplier agrees that all necessary insurance is in effect; and
- H. The Selected Supplier may be required to furnish a Performance Bond or other cash surety acceptable to NEO|SO in the sum and with sureties NEO|SO approves and conditioned that the selected Supplier will faithfully execute the terms of the contract and promptly make delivery of the products or services purchased by NEO|SO and its Participants.

4.7 Public Release of Records

Public release of any evaluation or monitoring reports funded under this agreement will be made only by NEO|SO. Prior to public release of such reports, NEO|SO must have at least a 30-day period for review and comment.

4.8 Confidentiality

All contracts will require that the Supplier maintain the confidentiality of information and records which state and federal laws, rules, and regulations require to be kept confidential.

4.9 Key Personnel

NEO|SO will require a clause in the resulting contract regarding key personnel in that Supplier will promptly notify NEO|SO if any person identified as critical to the success of the Program is removed or replaced by Supplier.

4.10 Ethical & Conflict of Interest Requirements

- A. No Supplier or individual, company, or organization seeking a contract will promise or give to any NEO|SO employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties;
- B. No Supplier or individual, company, or organization seeking a contract will solicit any NEO|SO employee to violate any of the conduct requirements for employees;
- C. Any Supplier acting on behalf of NEO|SO will refrain from activities which could result in violations of ethics and/or conflicts of interest. Any Supplier or potential Supplier who violates the requirements and prohibitions defined here or of Section 102.04 of the ORC is subject to termination of the contract or refusal by NEO|SO to enter into a contract; and
- D. NEO|SO employees and contractors who violate Sections 102.03, 102.04 2921.42 or 2921.43 of the ORC may be prosecuted for criminal violations.



4.11 Health Insurance Portability & Accessibility Act (HIPAA) Requirements

As a condition of receiving a contract from NEO|SO, the Supplier, and any subcontractor(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the Supplier from or on behalf of NEO|SO that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR164.501 and any amendments thereto.

The Selected Supplier can reasonably anticipate HIPAA language in the contract that results from this RFP.

In the event of a material breach of Supplier obligations under this section, NEO|SO may at its option terminate the contract according to provisions within the contract for termination.

4.12 Waiver of Minor Proposal Errors

NEO|SO may, at its sole discretion, waive minor errors or omissions in Suppliers' technical and/or Cost proposals/forms when those errors do not unreasonably obscure the meaning of the content or the competitive nature of the proposal submitted in response to this RFP. However, substantial and/or substantive proposal errors that include, but are not limited to, Supplier's ability to perform, price points, costs, or other economic indicators and factors that may effect the content or competitive nature of the proposal submitted, or capacity to perform, shall not be waived, and Supplier shall not have the right to withdraw or modify its proposal after such proposal has been submitted and received and the time period in **Sections 1.7, 1.8, and/or 1.9** has closed.

4.13 Proposal Clarifications

NEO|SO reserves the right to request clarifications from Suppliers to any information in their Technical and/or Cost Proposals/forms, and may request such clarification as it deems necessary at any point in the proposal review process.

4.14 Unresolved Findings for Recovery (R.C. 9.24)

ORC Section 9.24 prohibits NEO|SO from awarding a contract to any entity 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 Supplier warrants that it is not now, and will not become, subject to an "unresolved" finding for recovery under R.C. 9.24 prior to the award of any contract arising out of this RFP, without notifying NEO|SO of such finding. NEO|SO will review the Auditor of State's website prior to the evaluations of any proposal submitted pursuant to this RFP. NEO|SO will not evaluate a proposal from any Supplier whose name, or the name of any of the subcontractors



proposed by the Supplier, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

4.15 Mandatory Contract Performance Disclosure

Each proposal must disclose whether the Supplier’s performance, or the performance of any of the proposed subcontractor(s), under contracts for the provision of services that are the same or similar to those to be provided for the Project which is the subject of this RFP has resulted in any “formal claims” for breach of those contracts. For purposes of this disclosure, “formal claims” means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. If any such claims are disclosed, Supplier will fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims in response to this section will not automatically disqualify a Supplier from consideration, at the sole discretion of NEO|SO, such claims and a review of the background details may result in a rejection of the Supplier’s proposal. NEO|SO will make this decision based on its determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Supplier’s performance of the work, and the best interests of NEO|SO.

4.16 Mandatory Disclosures of Governmental Investigations

Each proposal must indicate whether the Supplier and any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to Supplier’s performance of services similar to those described in this RFP. If any such instances are disclosed, Supplier must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against Supplier by the governmental agency. While disclosure of any governmental action in response to this section will not automatically disqualify a Supplier from consideration, such governmental action and a review of the background details may result in a rejection of the Supplier’s proposal at the sole discretion of NEO|SO. The decision by NEO|SO on this issue will be based on a determination of the seriousness of the matter, the matter’s potential impact on the Supplier’s performance of the work, and the best interests of NEO|SO.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]



SECTION V. PROPOSAL FORMAT & SUBMISSION

5.1 Proposal Submission Information

NEO|SO requires proposal submissions in both paper and electronic format. The proposal must be prepared and submitted in accordance with instructions found in this Section. The proposal submission must be comprised of:

- in a sealed, separate envelope, **one** signed original and one electronic copy (either on CD-ROM or on USB jump drive) of the Technical Proposal;

AND

- in a sealed, separate envelope, **one** signed original and one electronic copy (either on CD-ROM or on USB jump drive) of the Cost Proposal.

The Supplier's total proposal submissions (both the Technical and Cost Proposals in all required copies) must be received by NEO|SO complete no later than 3:00 p.m. on April 23, 2009. Faxes or emailed submissions will not be accepted. **Proposals must be clearly marked: "NEO|SO Request for Proposals: "PRINT MANAGEMENT SERVICES" and addressed to:**

**Northeast Ohio Sourcing Office
5422 East 96th Street, Suite 150
Cleveland, Ohio 44125**

Supplier's original Technical and Cost Proposals must contain all the information and documents specified in **Section 5.2 Format for Organization of the Proposal**. All copies (both paper and CD-ROM/USB drive) of the original proposal must include copies of ALL information, documents, and pages in the original proposal.

Along with the Technical Proposal, the Supplier must submit the Cost Proposal in a separate, sealed envelope/package labeled: **"NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR NEO|SO REQUEST FOR PROPOSALS: PRINT MANAGEMENT PROGRAM SUBMITTED BY [SUPPLIER'S NAME HERE]."**

The electronic copy of the Technical Proposal must include all components of the Technical Proposal, including any required or voluntary attachments to it. The CD-ROM/USB drive copy of the Cost Proposal must include all Cost Proposal components, including any required or voluntary attachments. **The CD-ROM containing the Cost Proposal must be submitted in the sealed envelope containing the hardcopy Cost Proposal.** Both CD-ROMs/USB drives must be labeled with the Supplier's name, the RFP number, and the proposal submission date or proposal due-date, at minimum. The requested CD-ROMs/USB drives will be used by NEO|SO for archiving purposes and for fulfillment of Public Records Requests, and failure to include them or to properly label them may, at NEO|SO discretion, result in the rejection of the Supplier from any consideration.



All proposal submissions must be received, complete, at the above address, via mail or hand delivery by the above date and time. Materials received after the date and time as stated above will not be included in any previous submissions, nor will they be considered. NEO|SO is not responsible for proposals incorrectly addressed or for proposals delivered to any NEO|SO location other than the address specified above. No confirmation of mailed proposals can be provided.

Submission of a proposal indicates acceptance by the Supplier of the conditions contained in this RFP, unless clearly and specifically noted in the Technical Proposal submitted and confirmed in the Contract attached as **Attachment A** between NEO|SO and the Supplier selected.

5.2 Format for Organization of the Proposal

A. Overall Proposal Organization

A sample Technical Proposal Score Sheet is provided as **Attachment E**. **Suppliers are strongly encouraged to use the Score Sheet to check their proposals for quality, compliance, and completeness prior to submission.**

The Supplier's Technical Proposal must contain the following components (organized in four (4) primary tabs and divided into sub-tabs) as described below. Any other information thought to be relevant, but not applicable to a specific RFP section number/letter must be provided as an appendix to the proposal and so marked as an additional tab. NEO|SO reserves the right not to review submitted appendices which includes information/materials not required in the RFP. All pages beyond Tab 1 will be sequentially numbered.

Suppliers must organize their Technical Proposals in the following order:

Tab 1 Required Supplier Information and Certifications Document (**Attachment B**), Declaration Regarding Material Assistance (**Attachment C**), and Request for Taxpayer Identification Number (W-9) Form (**Attachment D**) fully completed and executed.

Tab 2 Supplier Qualifications & Requirements
Sub-Tab 2a. NEO|SO Administrative & Marketing Fee (**Section 1.6**)
Sub-Tab 2b. Supplier Experience & Capabilities (**Section 2.1, 2.2**)
Sub-Tab 2c. Staff Experience & Capabilities (**Section 2.3**)
Sub-Tab 2d. Conditions & Other Requirements (**Section 4.1, 4.15, 4.16**)
Sub-Tab 2e. NEO|SO Model Contract (**Section 4.6B**)

Tab 3 Scope of Work and Specifications of Deliverables (**Attachment G**)
Sub-Tab 3a. Item 1 Company Overview
Sub-Tab 3b. ... (etc., through Sub-Tab 3g)
Sub-Tab 3h. Item 8 Administration



Sub-Tab 3i. Item 9 NEO|SO Reporting

Tab 4 Appendix/Appendices (for, at a minimum, recommendations, excerpts/samples of work products described in RFP **Section 2.2 C**)

All pages in the Technical Proposal must be sequentially numbered, with the exception of Tab 1 contents.

NOTE: Suppliers are required to submit **one electronic copy** (using **two** CD-ROMs/USB drives) of their entire proposal package in non-rewriteable CD-ROM format/locked USB drives. One CD-ROM/USB drive is to contain the complete Technical Proposal, including any required or voluntary attachments to it, and the other CD-ROM/USB drive is to contain the Cost Proposal including any required or voluntary attachments to it. One document may, at Supplier option, be excepted from the electronic technical proposal version: the "Request for Taxpayer Identification Number (W-9) Form" (provided as RFP **Attachment E**), which is to be signed by the Supplier and submitted with the paper copies of the Technical Proposal. **The CD-ROM/USB drive containing the Cost Proposal must be submitted in the sealed envelope containing the hardcopy Cost Proposal.**

B. Technical Proposal Details

The Supplier's Technical Proposal must contain the following components, at minimum. It is mandatory that Supplier proposals be organized in the following order, and that wherever appropriate, sections/portions of the Supplier proposal make reference by section number/letter to those RFP requirements to which they correspond.

IMPORTANT: Any Supplier Technical Proposals found to contain any prohibited cost information may be disqualified from consideration. Prohibited cost information is defined as any dollar amounts which NEO|SO might find indicative of the relative cost or economy of the proposal. However, information on the assets, value, or historical business volume of the Supplier is NOT considered to be such prohibited cost information, and MAY be included in any Supplier's Technical Proposal as information on business capacity and stability. Any prohibited cost information must be submitted with the separate, sealed Cost Proposal. The Technical Proposal is defined as any part of the Supplier's proposal (either as required by NEO|SO or sent at Supplier's discretion, such as work plan, resumes, letters of recommendation, letters of cooperation from any subcontractors, etc.) which is not specifically identified by NEO|SO as a required component of the separate, sealed Cost Proposal. Should a Supplier determine it is important to include any documents containing such prohibited cost information in the Technical Proposal, the cost information in those documents must be made unreadable by the Supplier before submission of the proposal to NEO|SO. Failure to follow these instructions may result in a determination that Supplier's proposal is nonresponsive to this RFP pursuant to R.C. § 9.321.



The Supplier must attach the completed **Supplier Information (Attachment B)**, **Declaration Regarding Material Assistance (Attachment C)**, and **Request for Taxpayer Identification Number (W-9) Form (Attachment E)**, completed with an original signatures in blue ink.

1. Supplier Qualifications (Tab 2)

- a. **Organizational Experience and Capabilities (Sub-Tab 2 a.)**
The Supplier should include information on the relevant experience of the Supplier including any subcontractors; and any prior experience relevant to this RFP, as described in **Section 2.2, A, B, and C** of this RFP.
- b. **Staff Experience and Capabilities (Sub-Tab 2 b.)** Under this section, the Supplier is required to include resumes, education, experience, and list of related published works of all key personnel for this project, and describe any appropriate supplemental and support staff (including any subcontractors) to be involved, as described in **Section 2.3, A and B** of this RFP.

2. Specifications of Deliverables (Tab 3)

This section should describe in detail how the Supplier proposes to address each of the deliverables identified in **Attachment G Requirements & Proposal Specifications** of this RFP. Suppliers should place their responses for each Deliverable identified in **Attachment G** behind separate sub-tabs as described above.

3. Supplier Attachments or Appendices (Tab 4)

This section should, at a minimum, include excerpts/samples of work products described in RFP **Section 2.2 C**.

C. Cost Proposal Details

One signed original of the Cost Proposal must be submitted in a separate, sealed envelope, and labeled: **“NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR NEO|SO REQUEST FOR PROPOSALS: PRINT MANAGEMETN PROGRAM SUBMITTED BY [SUPPLIER’S NAME HERE].”** This envelope/package must also contain the labeled Cost Proposal electronic copy (either on CD-ROM or on USB jump drive). The Proposal must include a statement that the prices quoted are firm. Suppliers are to complete the Cost Proposal Form, provided as **Attachment H** and **Attachment I** to this RFP according to instructions. **Attachment G Sections 4 Pricing and 5 Rebates & Other Financial Incentives** also request pricing information. Supplier’s pricing responses to that information requested may be provided in a separate document that is also included in the Cost Proposal. Each element of pricing



provided in the Cost Proposal should be signed and dated by a Supplier representative authorized to execute pricing proposals on behalf of the Supplier.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]



SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

6.1 Scoring of Proposals

NEO|SO will contract with a Supplier that best demonstrates the ability to meet requirements as specified in this RFP. Suppliers submitting a response will be evaluated based on the capacity and experience demonstrated in their Technical and Cost Proposals. Proposal scoring will be weighted as follows: 70% Technical Proposal and 30% Cost Proposal. All proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of NEO|SO team members. Suppliers should not assume that the review team members are familiar with any current or past work activities of the Supplier with NEO|SO. Proposals containing assumptions, lack of sufficient detail, poor organization, lack of proofreading, and unnecessary use of self-promotional claims will be evaluated accordingly.

Selection of the Supplier will be based upon the criteria specified in **Sections II., III., IV., and V.** of this RFP and the associated attachments. Any proposals not meeting the requirements contained in those sections of this RFP will not be scored or may be held pending receipt of required clarifications. The PRT reserves the right to reject any and all proposals received, in whole or in part, in response to this request. The review team may waive minor defects that are not material, do not affect the competitive nature of the proposal, and when no prejudice will result to the rights of any Supplier or to the public. In scoring the proposals, NEO|SO will score in three phases:

A. Phase I Review—Initial Qualifying Criteria:

In order to be fully reviewed and scored, proposals submitted must pass the following Phase I Review. **Any “no” for the listed Phase I criteria will eliminate a proposal from further consideration.**

1. Was the proposal received by the deadline as specified in **Sections 1.6 and 5.1**?
2. Did the Supplier submit one (1) paper and one (1) electronic copy of its Technical Proposal, as well as its Cost Proposal (in a separate sealed envelope labeled: **“NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR NEO|SO REQUEST FOR PROPOSALS: PRINT MANAGEMENT PROGRAM SUBMITTED BY [SUPPLIER’S NAME HERE]”**)?
3. Does the Supplier’s proposal include all required affirmative statements, signed by the Supplier’s responsible representative, as described in **Attachment B** and **Attachment C** to the RFP?
4. Does the Supplier affirmatively indicate that it is not on the federal debarment list; that there are no unfair labor findings against it; and it is not in violation of R.C. section 9.24, and therefore may enter into a contract with NEO|SO?



5. Does NEO|SO's review of the Auditor of State website verify that the Supplier is not excluded from contracting with NEO|SO by R.C. section 9.24 for an unresolved finding for recovery (i.e., the proposal of any Supplier whose name appears on the Auditor's website as having an unresolved finding for recovery will be eliminated from further consideration)?

B. Phase II Review—Criteria for Scoring the Technical Proposal:

The PRT will then score those qualifying Technical Proposals not eliminated in Phase I Review by assessing how well the Supplier meets the requirements as specified in **Sections II, III, IV, and V.** of this RFP. Using the score sheet for Phase II scoring (see **Attachment E** of this RFP for specific evaluation criteria), the PRT will read, review, discuss, and reach consensus on the final technical score for each qualifying Technical Proposal.

A maximum of **6,460** points will be awarded for the Technical Proposal. A Technical Proposal must achieve a total of at least **3,230** points (a score which represents that the Supplier can successfully perform the resulting contractual duties) out of the possible **6,460** points to qualify for continued consideration. Any proposal which does not meet the minimum required Technical Proposal points will be determined nonresponsive to this RFP and its cost proposal will not be considered.

All Phase II Technical Proposal evaluation criteria will be scored according to the following scale, based on a proposed plan's ability to meet NEO|SO's needs. The Technical Proposal Score Sheet (see **Attachment E**) uses the following point values for rating each requirement.

0	2	5	10
Does Not Meet Requirement	Partially Meets Requirement	Meets Requirement	Exceeds Requirement

Technical Performance Scoring Definitions:

“Does Not Meet Requirement” - A particular RFP requirement was not addressed in the Supplier's proposal, **Score: 0**

“Partially Meets Requirement” - Supplier proposal demonstrates some attempt at meeting a particular RFP requirement, but that attempt falls below acceptable level, **Score: 2**



“Meets Requirement” - Supplier proposal fulfills a particular RFP requirement in all material respects, potentially with only minor, non-substantial deviation, **Score: 5**

“Exceeds Requirement” - Supplier proposal fulfills a particular RFP requirement in all material respects, and offers some additional level of quality or value in excess of NEO|SO expectations, **Score: 10**

IMPORTANT: Before submitting a proposal to NEO|SO in response to this RFP, Suppliers are strongly encouraged to use the Technical Proposal Score Sheet (**Attachment E**) and the above technical performance scoring information to review their proposals for completeness, compliance, and quality.

All the remaining qualified Technical Proposals will proceed to the next level of review, which is consideration of the Cost Proposal. Any other proposals will be disqualified from further consideration, and the corresponding Cost Proposals will not be scored.

C. Phase III Review—Criteria for Considering the Cost Proposal

The Cost Proposal will be reviewed by the NEO|SO PRT. The overall pricing methodology for equipment as well as software and services will be scored on a comparative, comprehensive scale versus the pricing methodologies provided by all other qualifying Suppliers.

If the Cost Proposals of all technically qualifying Suppliers (as determined by the scoring process described in this section and by the Technical Proposal Score Sheet, **Attachment E** to this RFP) are in excess of the available funding for this project or are deemed excessive, NEO|SO may, at its sole discretion, negotiate with all technically qualifying Suppliers for a revised Cost Proposal. Suppliers may then submit one last and best offer, or may request that NEO|SO view its original cost proposal as its last and best offer, and will formally indicate its choice according to directions provided by NEO|SO at that time. Upon receipt of all last and best offers, and assuming that one or more have submitted a Cost Proposal that is within anticipated Program pricing, NEO|SO will then consider those Suppliers’ revised cost proposals in conjunction with the Technical Proposal Score Sheet, **Attachment E**, for determination of the winning Supplier.

6.2 Review Process Caveats

NEO|SO may, at its sole discretion, waive minor errors or omissions in Suppliers’ Technical and/or Cost Proposals/forms when those errors do not affect the competitive nature of the proposal or unreasonably obscure the meaning of the content. NEO|SO reserves the right to request clarifications from Suppliers to any information in their Technical and/or Cost Proposals/forms, and may request such clarification as it deems necessary at any point in the proposal review process. Any such requests for proposal clarification when initiated by NEO|SO, and Suppliers’ verbal or written response to



those requests, will not be considered a violation of **Section 1.8 Communication Prohibitions** of this RFP.

Such communications are expressly permitted when initiated by NEO|SO, but are made at the sole discretion of NEO|SO.

Negligence on the part of the Supplier in preparing its proposal submitted in response to this RFP confers no right of modification or withdrawal of the Supplier's proposal after such proposal has been received and the time period identified in **Sections 1.7, 1.8, and/or 1.9** has closed.

Should NEO|SO determine a need for interviewing Suppliers prior to making a final selection, the results to interview questions will be scored in a manner similar to the process described in **Section 6.1 Scoring of Proposals**, above. Such scored results may be either added to those Suppliers' proposal scores, or will replace certain criteria scores, at the discretion of NEO|SO. The standards for scoring the interviews and the method used for considering the results of the interviews will be applied consistently for all Suppliers participating in the interview process for that RFP. NEO|SO reserves the right to negotiate with Suppliers for adjustments to their proposals should NEO|SO determine, for any reason, to adjust the scope of the Project for which this RFP is released. Such communications are not violations of any Communication Prohibitions, and are expressly permitted when initiated by NEO|SO, but are initiated at the sole discretion of NEO|SO. Any Supplier deemed not responsible, or any submitting a proposal deemed not to be responsive to the terms of this RFP as those terms are defined in Ohio Revised Code § 9.321, will not be awarded the contract.

6.3 Final Supplier Recommendation

The PRT will recommend to NEO|SO the technically qualified Supplier offering the proposal most advantageous to NEO|SO taking into consideration factors such as price and the evaluation of criteria, as determined by the processes and requirements established in this RFP.

6.4 Tie Breaker

In the event that two or more of the proposals have a score which is tied after final calculation of both the Technical Proposal and the Cost Proposal, the proposal with the higher score in the Technical Proposal will prevail.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]



SECTION VII. PROTEST PROCEDURE

7.1 Protests

Any potential, or actual, Supplier objecting to the award of a contract resulting from the issuance of this RFP may file a protest of the award of the contract, or any other matter relating to the process of soliciting the proposals. Such a protest must comply with the following guidelines:

- A. A protest may be filed by a prospective or actual proposer objecting to the award of a contract resulting from this RFP. The protest will be in writing and will contain the following information:
 - 1. The name, address, and telephone number of the protestor;
 - 2. The name and number of the RFP being protested;
 - 3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 - 4. A request for a ruling by NEO|SO;
 - 5. A statement as to the form of relief requested from NEO|SO; and
 - 6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- B. A timely protest will be considered by NEO|SO, if it is received by NEO|SO, within the following periods:
 - 1. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals will be filed no later than 3:00 PM the closing date for receipt of proposals, as specified in **Section 1.6 Anticipated Procurement Time Table**, of this RFP.
 - 2. If the protest relates to the announced intent to award a contract, the protest will be filed no later than 3:00 PM of the eighth (8th) calendar day after the issuance of the Letter of Intent to Award the contract.
- C. An untimely protest may be considered by NEO|SO if NEO|SO determines that the protest raises issues significant to the organization's procurement system. An untimely protest is one received by NEO|SO after the time periods set forth in **Item B** of this section.



- D. All protests must be filed at the following location:

**Northeast Ohio Sourcing Office
5422 East 96th Street, Suite 150
Cleveland, Ohio 44125**

- E. When a timely protest is filed, a contract award will not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless NEO|SO determines that a delay will severely disadvantage NEO|SO or its Participants. The Supplier(s) who would have been awarded the contract will be notified of the receipt of the protest.
- F. NEO|SO will issue written decisions on all timely protests and will notify any Supplier who filed an untimely protest as to whether or not the protest will be considered.

7.2 Caveats

NEO|SO is under no obligation to issue a contract as a result of this solicitation if, in the opinion of NEO|SO and the proposal review team, none of the proposals are responsive to the objectives and needs of the organization. NEO|SO reserves the right to not select any Supplier should NEO|SO decide not to proceed. Changes in this RFP of a material nature will be provided via Addendum and posted on the NEO|SO Web Page. All Suppliers are responsible for obtaining any such changes without further notice by NEO|SO.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]



SECTION VIII. ATTACHMENTS AND THEIR USES

8.1 Attachment A: NEO|SO Model Contract

Attachment A is provided for Supplier reference. If Supplier would request changes if awarded the contract, **Supplier MUST notate those changes on a copy of the model contract, and return it to NEO|SO as part of Tab 1 of the Technical Proposal.**

8.2 Attachment B: Required Supplier Information and Certifications Proposal

To be completed, and the original – signed in Blue Ink - to be returned in **Tab 1** of the Supplier's Technical Proposal.

8.3 Attachment C: Declaration Regarding Material Assistance

To be completed, and the original – signed in Blue Ink - to be returned in **Tab 1** of the Supplier's Technical Proposal.

8.4 Attachment D: Request for Taxpayer Identification Number (W-9) Form

To be completed, and the original – signed in Blue Ink - to be returned in **Tab 1** of the Supplier's Technical Proposal.

8.5 Attachment E: Technical Proposal Score Sheet

For Supplier reference only – Suppliers are strongly encouraged to use the score sheet to evaluate their proposals prior to submission to NEO|SO.

8.6 Attachment F: NEO|SO Participants

A complete list of current NEO|SO Participants.

8.7 Attachment G: Requirements & Proposal Specifications

A detailed breakdown of the key Program elements.

8.8 Attachment H: Equipment Hardware, Software & Accessories Pricing

The proposed Cost Proposal pricing template for hardware to be provided under the scope of this Program. Suppliers may choose to present an alternative methodology for providing hardware pricing.

8.9 Attachment I: Services & Supplies Pricing

The proposed Cost Proposal pricing template for software and services to be provided under the scope of this Program utilizing a "cost per copy" pricing methodology. Suppliers may choose to present an alternative methodology for providing software and services pricing.



ATTACHMENT A

Northeast Ohio Sourcing Office RFP #2009.04.1

NEO|SO MODEL CONTRACT

This Agreement entered into as of the ____ day of _____ in the year of 2009.

AGREEMENT

FOR PRODUCTS AND/OR SERVICES

SET FORTH IN

RFP #2009.04.1 Dated April 2, 2009

between

THE NORTHEAST OHIO SOURCING OFFICE ("NEO|SO")

5422 East 96th Street, Suite 150

Cleveland, Ohio 44125

And

SUPPLIER

TABLE OF CONTENTS

SECTION 1. BUSINESS TERMS	2
Section 1.1 Products; Appendices	2
Section 1.2 Commencement of Program and Related Services	2
Section 1.3 Terms in Appendices.....	2
Section 1.4 Personnel and Equipment.....	2
Section 1.5 Operational Control	2
Section 1.6 Rates and Charges	3
Section 1.7 Employment	3
Section 1.8 Confidentiality.....	3
Section 1.9 Publicity and Joint Marketing.....	4
Section 1.10 Exclusive Dealing	4
Section 1.11 No Third-Party Beneficiaries; Survival of Representations.....	5
SECTION 2. TERMS AND CONDITIONS.....	5
Section 2.1 Independent Contractor.....	5
Section 2.2 Technical Systems; Intellectual Property.....	5
Section 2.3 Title and Delivery	5
Section 2.4 Inspection and Approval.....	6
Section 2.5 Warranties.....	6
Section 2.6 Indemnification	6
Section 2.7 Notice & Opportunity to Defend; Limitations & Thresholds.....	7
Section 2.8 Supplier Insurance	8
Section 2.9 Termination Rights	8
Section 2.10 Audit of Supplier.....	9
Section 2.11 Force Majeure	10
Section 2.12 Notices	10
Section 2.13 Waiver	11
Section 2.14 Governing Law; Invalidity	11
Section 2.15 Modification	11
Section 2.16 Assignment	11
Section 2.17 Entire Agreement	11
Section 2.18 Execution in Counterparts	11
Section 2.19 Titles and Headings.....	11
Section 2.20 Severability.....	12
Section 2.21 Mediation; Arbitration	12
Section 2.22 No Construction Against Drafter.....	13
Section 2.23 Nondiscrimination and Intimidation.....	13
APPENDIX A: TERM OF AGREEMENT; NOTICES	15
APPENDIX B: PRICING & PAYMENT TERMS.....	16
APPENDIX C: SUPPLIER REPORTING REQUIREMENTS	17
APPENDIX D: TRADEMARKS	18

THIS AGREEMENT (this "Agreement"), is entered into by and between The Northeast Ohio Sourcing Office Company, an Ohio 501 (c) 3 not-for-profit corporation organized as a council of governments under Section 167 of the Ohio Revised Code, with its principal place of business at 5422 East 96th Street, Suite 150, Cleveland, Ohio 44125 ("NEO|SO") and _____, a _____ corporation with its principal place of business at _____ ("Supplier"). Throughout this Agreement, both NEO|SO and Supplier shall be referred to interchangeably as in the singular "Party" or in the plural "Parties."

RECITALS

A. NEO|SO is a Council of Governments formed under Section 167 of the Ohio Revised Code. By virtue of this designation, any county, city, township, village, school district, special district, other public entity, public or private educational institution, or non-profit organization in the region may join NEO|SO as a member (the "Members"). In the spirit of fostering public-private partnerships, NEO|SO enables private companies and organizations to utilize its product and service offerings as NEO|SO affiliate members (the "Affiliates"). NEO|SO also extends affiliate member privileges to public and private sector entities throughout the United States. (Collectively, Members and Affiliates are referred to throughout this Agreement as the "Participants.")

B. NEO|SO was organized, among other things, to enable its Participants to create leverage through collaborative procurement, achieve better pricing through standardized specifications and processes, and to capture measurable value through improved service levels and reduced operating costs.

C. NEO|SO works with suppliers of various goods and services ("Suppliers") to reduce its Participants' acquisition costs, lower the administrative burden of contracting separately with individual public and private sector entities, improve customer service levels, and increase total Supplier revenue.

D. NEO|SO issued RFP #2009.04.1 dated April 2, 2009 ("NEO|SO RFP") for purchasing on behalf of its Participants goods and services of the quantity and type specified in the RFP ("Products & Services") and such Products & Services shall be ordered, delivered, paid for, and documented pursuant to the terms of this Agreement.

E. NEO|SO has determined that Supplier submitted the lowest, responsive, and responsible bid in response to NEO|SO's RFP for the Products & Services subject to this Agreement.

F. NEO|SO desires to make the Products & Services from Supplier available to its Participants and Supplier desires to provide the same to all of the NEO|SO Participants subject to this Agreement.

The Parties hereby agree to the following terms and conditions.

SECTION 1. BUSINESS TERMS

Section 1.1 Products & Services; Appendices. Supplier agrees to provide the Products & Services as may be agreed to by NEO|SO and Supplier in accordance with the specific terms and conditions set forth in this Agreement and the appendices attached hereto and made a part of this Agreement (if one, an "Appendix" or more, "Appendices"). The Appendices in this Agreement are listed in the Table of Contents. Appendix A defines the Term of this Agreement and Notice requirements. Appendix B sets forth the pricing and payment terms for the Products & Services subject to this Agreement. Appendix C defines Suppliers' Reporting requirements to NEO|SO for the Products & Services subject to this Agreement. Appendix D identifies each Party's trademarks authorized for use by the other Party.

Section 1.2 Commencement of Program and Related Services. No commitment to purchase the Products & Services from Supplier may be made by any Participant except by the execution of such credit applications, forms, agreements, appendices, or other documentation as mutually agreed upon by NEO|SO and Supplier.

Section 1.3 Terms in Appendices. In all cases where the terms of this Agreement and any Appendices are in disagreement, the terms in the Appendices shall control.

Section 1.4 Personnel and Equipment. The Parties agree that the number and types of any subcontractors, personnel, or specialized equipment which may be required to furnish the Products & Services to the Participants will be determined by Supplier. Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types and quantities of Products & Services specified in Appendix "B" to all Participants throughout the Term of this Agreement.

Section 1.5 Operational Control.

(a) **Control.** As between the Parties, Supplier will have sole and exclusive control over the manner in which Supplier and its employees, subcontractors, and suppliers deliver the Products & Services. Supplier will engage, employ, or subcontract with such individuals or other entities as it may deem necessary in connection therewith, provided, however, that Supplier furnishes the types and quantities of Products & Services specified in Appendix "B" to all Participants purchasing Products & Services throughout the Term of this Agreement. Such individuals will not be considered employees or subcontractors of NEO|SO, or any Participant, and will be subject to employment or engagement, and discharge, discipline, and control solely and exclusively by Supplier.

(b) **Taxes.** Except as otherwise specified herein, Supplier assumes full responsibility for the payment of wages and fringe benefits, local, state, and federal payroll taxes or contribution of taxes for unemployment insurance, pensions, workers' compensation, and other Social Security and related protection with respect to the persons engaged by Supplier in the performance of this Agreement, on and after the date those persons become engaged by Supplier. Supplier shall make and submit, in its name, all reports and payments required by federal, state, or local laws related to its employees, agents, or independent contractors. If applicable, Participant agrees either to pay directly all property or sales taxes, licenses, charges, and assessments properly levied by any properly constituted governmental authority upon the Products & Services provided hereunder, or to reimburse Supplier therefore if paid by Supplier.

Section 1.6 Rates and Charges. The rates, fees, and charges to be charged to and paid by Participant are set forth in Appendix B. Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives except those set forth in Appendix B. If the application of any rate, fee, charge, or other monetary incentive as set forth in Appendix B will create a hardship to Supplier or NEO|SO the applicable rate, fee, or charge may be equitably adjusted to prevent such hardship pursuant to Appendix B, upon written agreement of both parties.

Section 1.7 Employment. Neither Party will solicit, or cause any other person to solicit, any employees or contractors of the other Party, who are or were employed or engaged on the Effective Date of this Agreement or an applicable Appendix or who became employed or engaged by that Party during the Term of this Agreement or an applicable Appendix.

Section 1.8 Confidentiality.

(a) **Obligation.** The nature and details of the business relationship covered by this Agreement, and the business information regarding the other Party (the "Disclosing Party") to which each Party (the "Receiving Party") may become privy during the Term of this Agreement (collectively the "Information") constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Party's Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Party's Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees, agents, and subcontractors with a need to know the Information. The foregoing will not limit either Receiving Party, for purposes of marketing, from informing actual or potential Participants of the existence of a service relationship between the Parties. Supplier and NEO|SO further agree that they will require that all of their employees, agents, and subcontractors abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this Section will continue in effect for the Term of this Agreement and for a period of two (2) years after the date this Agreement is terminated or expires.

(b) Exceptions. Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by Supplier, by Participant, or their representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, or (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written notice at the Addresses for Notices set forth in Appendix A of such threatened disclosure and the right to defend against such disclosure, at its expense, and provided further that the original Receiving Party will cooperate reasonably in such defense.

Section 1.9 Publicity and Joint Marketing

(a) Publicity. Either Party may issue a press release or other public announcement with respect to this Agreement with the prior, written consent of the other Party.

(b) Joint Marketing / Logo Use. Supplier authorizes NEO|SO to use Supplier's trademarks identified in Appendix D ("Supplier Trademarks"). NEO|SO authorizes Supplier to use NEO|SO's trademarks identified in Appendix D ("NEO|SO's Trademarks"). Each Party's use will be limited solely for joint marketing efforts, including, but not limited to, utilizing the same on correspondence, collateral, agreements, websites, newsletters, or other marketing materials.

(c) NEO|SO Use of Supplier Name/Logo. Supplier authorizes NEO|SO and Collaborant to utilize Supplier Trademarks and name in standard communication, including correspondence, newsletters, and website material.

Section 1.10 Exclusive Dealing. Unless otherwise identified by the Parties in writing as pre-existing business, during the Term of this Agreement Supplier will not directly or indirectly, through any representative, agent or otherwise, solicit or entertain offers from, negotiate with or in any manner encourage, discuss, accept, or consider any proposal of any Participant relating to the acquisition of Products & Services offered by Supplier through NEO|SO to a Participant under the terms of this Agreement; provided, however, that nothing in this Agreement shall restrict Supplier or any of its affiliates from responding during the Term of this Agreement to one or more solicitations from a Participant or group of Participants, directly or indirectly, for bids or proposals for Products & Services subject to this Agreement to be purchased from Supplier or any of its affiliates after the Term of this Agreement. During the Term of this Agreement, Supplier may, either directly or indirectly, through any representative, agent or otherwise, solicit or entertain offers from, negotiate with or in any manner encourage, discuss, accept, or consider any proposal of any Participant relating to the acquisition of

any Products & Services that are not offered by Supplier through NEO|SO to a Participant under the terms of this Agreement.

Section 1.11 No Third-Party Beneficiaries; Survival of Representations. This Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Agreement. All representations, warranties, covenants and agreements of Supplier will remain in full force and effect regardless of any termination of this Agreement.

SECTION 2. TERMS AND CONDITIONS

Section 2.1 Independent Contractor. In the performance of this Agreement, Supplier will be an independent contractor, and will not be or act as, or be deemed to be, otherwise an agent, employee, or representative of NEO|SO or any Participant. Supplier's employees will not be deemed to be NEO|SO's employees or an employee of any Participant. Nothing contained in an Appendix or this Agreement may be construed to be inconsistent with that relationship or status. NEO|SO and all Participants exercise no direct control or supervision over the employees of Supplier and, in fact, disavow any right to do so, and NEO|SO and all Participants in no way direct the operations of Supplier or the manner of its performance. No joint venture or other relationship between Supplier and NEO|SO or any Participant is created hereby.

Section 2.2 Technical Systems; Intellectual Property. Supplier will retain title to its pre-existing proprietary systems and methodologies used in connection with the delivery of Products & Services during the course of this Agreement, including, but not limited to, descriptions of the systems or methodologies, document templates, and/or project tools and software, whether owned by Supplier or licensed to Supplier by a third Party and incorporated into any Sale of Products & Services ("Supplier Systems and Methods"). Supplier shall grant a limited license to all Participants to use Suppliers' Systems and Methods during the Term of this Agreement when required by the terms of the NEO|SO RFP issued prior to the execution of this Agreement.

Section 2.3 Title and Delivery. All goods and materials furnished under this Agreement shall be delivered F.O.B. to jobsite by appropriate modes of transportation. Supplier shall bear the full risk of loss of any goods purchased pursuant hereto until goods are delivered to and received and accepted by Participant, at which point such risk shall pass to Participant. Further, all materials furnished under this Agreement are to be suitably packaged or otherwise prepared for shipment by Supplier to protect the same during transportation. No charge shall be made for packaging, boxing, freight, insurance, storage, or drayage unless specifically authorized by the Participant in writing. Supplier shall be liable for damage to materials described herein caused by improper boxing, freight, packing, or transportation. When usual terms of tariffs do not include insurance, shipments must be forwarded properly insured to their full sale prices thereunder.

Section 2.4 Inspection and Approval. All goods, wares, material, and merchandise delivered to and received by Participant shall be subject to the Participant's inspection and approval, despite prior payment therefor. Goods, wares, materials, or merchandise other than those specified shall not be substituted without Participant's written authorization. Upon discovery by the Participant that the material furnished contain any defect, patent or latent, or that the materials fail to conform to the foregoing warranty, Participant shall have the right to (1) reject delivery of the material, or, if they have been accepted, to return them to Supplier, receive any freight, storage, handling or other expenses incurred by the Participant and be relieved of any payment for the purchase price thereof; or if payment has been made, to recover the purchase price so paid plus all freight, storage, handling or other expense incurred by Participant; (2) to recover all expenses incurred in reworking the material in an attempt to make it usable; (3) cancel the balance of the order, and/or (4) Supplier shall fully indemnify Participant for all loss, cost or expense (including attorney fees and costs) incurred by Participant which are caused in whole or part by any allegations of product defect, patent or latent. Materials so returned shall not be replaced without Participant's written replacement order. Participant's rights as set forth in this paragraph shall not be construed to limit or effect any other rights which Participant may have under this Agreement or under the terms of Supplier's warranty herein.

Section 2.5 Warranties. The Supplier expressly warrants and guarantees the merchantability, fitness, and fitness for particular use of all materials and goods furnished pursuant to this Agreement and expressly warrants and guarantees compliance with the specifications or samples of all goods, wares, materials, and/or merchandise furnished pursuant to this Agreement. Supplier agrees to indemnify and save harmless the Participant and all third Party users of the final Products & Services with respect to all losses, costs, expenses (including attorney fees), and damages, including, but not limited to, consequential damages and special damages, incurred or as a consequence of any breach of this warranty by Supplier. Further, Supplier agrees to transfer and assign to Participant prior to receiving final payment any and all warranties which it may receive from any person, firm, or corporation selling or otherwise providing any of the goods, wares, material, and merchandise being provided under this Agreement.

Section 2.6 Indemnification.

(a) **Supplier Indemnification.** Except as otherwise provided herein, Supplier shall indemnify, defend, and hold harmless ("Indemnifying Party") NEO|SO, its officers, directors, employees, subcontractors, agents, Collaborant Group, Ltd. and all Participants pursuant to this Agreement (the "Indemnified Party") from and against any and all liabilities, damages, fines, penalties, costs, claims, interest, and expenses (including costs of defense, settlement and reasonable attorneys' fees) including any claim arising from environmental health and safety laws or regulations, which are generated by claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits which arise out of damage to or destruction of any property, or bodily injury (including death) suffered by any person including the Indemnified Party ("Losses") to the

extent they are caused by the breach of this Agreement, negligence, willful misconduct, noncompliance with applicable laws, or strict products liability of the Indemnifying Party or its agents, employees, and subcontractors. With respect to a claim under this Agreement, the liability of the Indemnifying Party is limited to the extent of such Indemnifying Party's gross negligence or willful misconduct.

(b) NEO|SO Indemnification. Except as otherwise provided herein, NEO|SO shall indemnify, defend, and hold harmless ("Indemnifying Party") Supplier, its officers, directors, employees, subcontractors, and agents, pursuant to this Agreement (the "Indemnified Party") from and against any and all liabilities, damages, fines, penalties, costs, claims, interest, and expenses (including costs of defense, settlement and reasonable attorneys' fees) including any claim arising from environmental health and safety laws or regulations, which are generated by claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits which arise out of damage to or destruction of any property, or bodily injury (including death) suffered by any person including the Indemnified Party ("Losses") to the extent they are caused by the breach of this Agreement, negligence, willful misconduct, noncompliance with applicable laws, or strict products liability of the Indemnifying Party or its agents, employees, and subcontractors. With respect to a claim under this Agreement, the liability of the Indemnifying Party is limited to the extent of such Indemnifying Party's gross negligence or willful misconduct.

Section 2.7 Notice & Opportunity to Defend; Limitations & Thresholds.

(a) Notice; Opportunity. If any Losses are asserted against the Indemnified Party, such Party will notify the Indemnifying Party as promptly as practicable and give it an opportunity to defend the same, provided that the attorneys accepting the defense on behalf of the Indemnified Party shall be acceptable to the Indemnified Party. The Indemnified Party will extend reasonable cooperation to the Indemnifying Party in connection with such defense. In the event that the Indemnifying Party in connection with such claim fails to defend against the claim within a reasonable time, the Indemnified Party will be entitled to assume the defense thereof, and the Indemnifying Party will be liable to repay the Indemnified Party entitled to indemnification for all its expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees and settlement payments) until the Indemnifying Party assumes such defense, with attorneys acceptable to the Indemnified Party.

(b) Liability. Notwithstanding any other provision of this Agreement, indemnity obligations entered into hereunder will be due only to the extent of the Losses actually suffered by an Indemnified Party (i.e., reduced by any offsetting or related asset or service received and any recovery from any third Party, excepting an insurer). The Indemnifying Party will be subrogated to all rights of the Indemnified Party against any third Party with respect to any claim for which indemnity was paid.

Section 2.8 Supplier Insurance. During the Term of this Agreement, and for three years following expiration or termination of this Agreement, Supplier, at its own expense, will maintain and will require that its agents or subcontractors maintain general liability insurance, property insurance, automobile insurance, and other appropriate policies of insurance providing protection (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Agreement, or any Appendix, and with respect to, or arising out of, Supplier's providing of Products & Services to Participants. NEO|SO's RFP No. and Date shall be identified on the certificate of insurance and NEO|SO, its officers, directors, employees, agents, including Collaborant Group, Ltd., and all Participants pursuant to this Agreement shall be named as additional insureds on Supplier's insurance policies. All insurance policies shall incorporate a provision requiring the giving of written notice to NEO|SO at the Addresses for Notices set forth in Appendix A at least 30 days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Supplier shall submit to NEO|SO within ten calendar days after the effective date of this Agreement and prior to furnishing Products & Services to any Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies.

Section 2.9 Termination Rights. The Parties shall have the termination rights set forth below.

(a) **Insolvency.** If a petition in bankruptcy is filed by Supplier, or if Supplier is adjudicated as bankrupt, or if Supplier makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of Supplier, then NEO|SO, without prejudice to any other right or remedy, may terminate this Agreement as it relates to Supplier upon giving at least five (5) calendar days prior written notice of such termination.

(b) **Mutual Consent.** This Agreement, or any Appendix, may be terminated at any time by the mutual written consent of both NEO|SO and Supplier.

(c) **Breach.** In the event that either Party commits a material breach of its obligations under this Agreement, except for a payment obligation, the non-breaching Party will provide written notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach, or, if the Parties agree that a cure is not feasible within thirty calendar (30) days, such period of time for cure as the Parties may agree in writing. If the breach is not cured within such period, then the Party not in breach may terminate this Agreement upon ten (10) calendar days prior, written notice at the Addresses for Notices set forth in Appendix A.

(d) **Suspension of Deliveries.** Supplier may suspend deliveries to a Participant if that Participant is in breach of its payment obligation under this Agreement, but only after Supplier provides the Participant with written notice and provides NEO|SO with a written copy of that notice at the Addresses for

Notices set forth in Appendix A and provides the Participant with three (3) additional calendar days to cure its payment obligation. If a suspension of deliveries occurs after a Participant has received written notice and an opportunity to cure the nonpayment, the Participant will have the right to cure the breach with payment due in full. Thereafter Supplier shall resume deliveries to the Participant. Supplier shall have no right to suspend any portion of any deliveries to any Participant for any Products & Services ordered during the Term of this Agreement when the Participant is not in breach of its payment obligations except for an Event of Force Majeure. Failure of Supplier to deliver all Products & Services ordered by any Participant when the Participant is not in breach of its payment obligations and no Event of Force Majeure prevents delivery of the Products & Services ordered by any Participant shall constitute a material breach of this Agreement by Supplier and shall entitle NEO|SO to immediately obtain injunctive relief in the form of specific performance from a court with competent jurisdiction over the Parties.

(e) Termination by NEO|SO for Convenience. Upon thirty (30) days prior written notice NEO|SO may terminate the purchase of Products & Services by its Participants pursuant to this Agreement in whole or, from time to time, in part, if NEO|SO determines that a termination is appropriate for its convenience. NEO|SO shall terminate for convenience by providing written notice at the Addresses for Notices set forth in Appendix A specifying the extent of termination and the effective date ("Notice of Termination for Convenience."). After the Supplier's receipt of a Notice of Termination for Convenience, Supplier shall immediately proceed with the following obligations:

- (i) Stop work as specified in the notice;
- (ii) Place no further subcontracts or orders for Products & Services except as necessary to complete the continued portion of this Agreement;
- (iii) Terminate all subcontracts to the extent they relate to the Products & Services terminated upon approval of NEO|SO; and
- (iv) Complete delivery of all Products & Services not terminated pursuant to issuance of a Notice of Termination for Convenience.

Following the issuance of a Notice for Termination for Convenience, the pricing and payment terms of Appendix B shall continue to apply, provided Supplier performs its obligations in subsections (e)(i) through (iv) above.

Section 2.10 Audit of Supplier.

(a) Products Audit. NEO|SO will have the right to physically inspect the Products & Services being provided by Supplier, and to perform audits, including inspection of books, records, and computer data relevant to Supplier's provision of the Products & Services, to ensure that pricing, inventory, quality,

process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Supplier and so as not to unreasonably interfere with Supplier's business or operations.

(b) Personnel. If NEO|SO or any Participant has a legitimate basis for concern related to the fitness or suitability of any employee, independent contractor agent or subcontractor of Supplier during the Term of this Agreement, then NEO|SO or any Participant may request that Supplier's employees or independent contractors providing Products & Services or related services at any of the Participant's location(s) must submit to a criminal history background check. Following a review of the criminal history background of any such employee, or independent contractor, agent, or subcontractor, NEO|SO, in its sole and reasonable discretion and after consulting with the Participant(s), will determine the fitness or suitability of such employees, independent contractors, agents, or subcontractors to provide the Products & Services or related services at the Participant's location(s). Supplier shall, after receiving written notice at the Addresses for Notices set forth in Appendix A, remove the employees, independent contractors, agents, or subcontractors set forth in the written notice from servicing NEO|SO or its Participants and shall replace the employees, independent contractors, agents, or subcontractors set forth in the written notice with individuals who are acceptable to NEO|SO and the Participant.

Section 2.11 Force Majeure. This Agreement will be temporarily suspended during any period to the extent that Supplier or NEO|SO during that period is unable to carry out its obligations under this Agreement or the Appendices by reason of an Act of God or the public enemy, fire, flood, labor disorder not caused by Supplier, civil commotion, closing of the public highways not caused by Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("Event of Force Majeure"). Neither Party will have any liability to the other Party for delay in performance nor failure to perform to the extent this Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Agreement. If deliveries are impeded due to an Event of Force Majeure, then Supplier may apportion deliveries of Products & Services among its present and future customers on a fair and reasonable basis after consulting with NEO|SO and the Participant and in a manner that would not reasonably be expected to disproportionately affect the Participants.

Section 2.12 Notices. All notices, claims, certificates, requests, demands and other communications required or permitted hereunder must be in writing and will be deemed given if delivered personally or mailed (registered or certified United States mail, postage prepaid, return receipt requested) or sent by facsimile with confirmation copy by mail delivered in the aforesaid manner to the Party's address set forth in Appendix A or to such other address as the Party to whom notice is to be given may have previously furnished to the other in writing in the manner set forth above, provided that notice of a change of address will be effective only upon receipt.

Section 2.13 **Waiver.** Other than the rights and obligations with respect to payment provided by this Agreement, waiver by either Party of or the failure of any Party hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Agreement by the other Party may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Agreement.

Section 2.14 **Governing Law; Invalidity.** This Agreement will be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Agreement is held invalid, then the remainder of this Agreement will continue in force as if the invalidated provision did not exist.

Section 2.15 **Modification.** No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Agreement, or any of the Exhibits or Appendices referred to herein, will be binding upon either Party unless set forth in a writing signed by both Parties.

Section 2.16 **Assignment.** This Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Party. Any instrument purporting to make an assignment in violation of this Section will be null and void.

Section 2.17 **Entire Agreement.** This Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between NEO|SO and Supplier with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. If NEO|SO or a Participant uses any purchase order, order request, or other document in connection with purchases hereunder that is not attached to this Agreement as an exhibit or appendix, the terms of such documents will have no effect. The Parties acknowledge that this Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Agreement.

Section 2.18 **Execution in Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but, all of which will be considered one and the same agreement, and will become a binding agreement when one or more counterparts have been signed by each Party and delivered to the other Parties. For purposes of this Agreement, a facsimile or electronic signature shall be deemed an original signature.

Section 2.19 **Titles and Headings.** Titles and headings to sections herein are inserted for the convenience of reference only and may not be deemed to be a part of or to affect the meaning or interpretation of this Agreement.

Section 2.20 Severability. If any part, term or provision of this Agreement is declared unlawful or unenforceable, by judicial determination or performance, the remainder of this Agreement will remain in full force and effect.

Section 2.21 Mediation; Arbitration.

(a) Mediation. Any claim or controversy related to or arising out of this Agreement whether in contract or tort ("Dispute"), will be resolved on a confidential basis according to the following process, which either Party may start by delivering to the other Party a written notice describing the Dispute and the amount involved ("Demand"). After receipt of a Demand, both Parties shall continue to perform all obligations as required under this Agreement, notwithstanding the existence of the Dispute. Authorized representatives of the Parties shall meet at a mutually agreed upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved after this meeting, either Party may start mandatory non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA").

(b) Unsuccessful Mediation. If the Dispute remains unresolved forty-five (45) days after the receipt of the Demand, either Party may start binding arbitration under the Commercial Arbitration Rules of the AAA. The arbitration will be before one (1) arbitrator; however, before the selection of the arbitrator, a Party (whose identity will not be revealed to the arbitrators) may require, at its sole additional expense, a three (3) arbitrator panel, of which at least one arbitrator will be an attorney. No statements by, or communications between, the Parties during negotiation or mediation, or both, will be admissible for any purpose in arbitration. The arbitrator(s) will have no authority to award punitive damages or any other monetary relief not measured by the prevailing Party's actual damages (adjustments for time value of money permitted), and will not make any decision inconsistent with the terms and conditions of this Agreement. Each Party will bear its internal expenses and attorneys' fees and expenses.

(c) Privileged. The settlement mediation and any arbitration will be compromise negotiations and all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation or arbitration by any of the Parties, their agents, employees, experts, and attorneys or by the mediator or arbitrator, will be confidential, privileged, and inadmissible for any purpose, including impeachment under Rule 408 of the Federal Rules of Evidence and any applicable federal or state statute, rule, or common law provisions, and in any judicial or arbitration proceeding.

(d) Joinder. Either Party may join any other Party in the Arbitration Proceeding that either Party deems necessary to reach a complete adjudication of any Dispute arising under the terms of this Agreement and related to the Products & Services furnished to any Participants pursuant to this Agreement.

(e) Other Suits. Nothing in this Section will preclude a Party's recourse to a court of competent jurisdiction to (a) enforce the terms of, or an arbitration under, this Section; (b) seek temporary equitable relief or specific performance necessary to protect its interests; or (c) recover specific property, including an action in replevin.

Section 2.22 **No Construction Against Drafter.** This Agreement must be interpreted to give it fair meaning, and any ambiguity may not be construed for or against any Party.

Section 2.23 **Nondiscrimination and Intimidation.**

(a) Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Agreement or any subcontract, Supplier, its subcontractors, or any person acting on a Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code nor shall it discriminate against any citizen of this State in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

(b) Supplier expressly agrees that Supplier, any of its subcontractor or any person on behalf of Supplier or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Agreement on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code or color.

(c) Supplier expressly agrees that there shall be deducted from the amount otherwise due and payable to Supplier pursuant to this Agreement a liquidated sum of ten thousand dollars (\$10,000.00) for each person who is deemed by NEO|SO or any person or entity with authority to enforce section 4112.01 of the Ohio Revised Code to have been discriminated against or intimidated in violation of subparagraphs 2.23(a) and 2.23(b) of this Agreement.

(d) Supplier expressly agrees that this Agreement may be cancelled or terminated, in whole or in part, and all money otherwise due or to become due to the Supplier hereunder may be paid to NEO|SO as liquidated damages for a second or subsequent violation of the terms of subparagraphs 2.23(a) and 2.23(b) of this Agreement.

(e) Supplier expressly agrees to include the provisions of this subsection 2.23 in each of its written subcontract agreements for the Products & Services subject to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

THE NORTHEAST OHIO SOURCING OFFICE

SUPPLIER

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A: TERM OF AGREEMENT; NOTICES

1. The Term.

This Agreement and the Appendices executed at the time this Agreement is executed will become effective _____, 2009 (the "Effective Date"). This Agreement will remain in effect for a 4-year period and expire on June 30, 2013 (the "Termination Date").

2. Addresses for Notices.

a. If to **NEO|SO**:

President & CEO
NEO|SO
5422 East 96th Street, Suite 150
Cleveland, Ohio 44125
Facsimile: 216.581.6213
E-mail: info@NEO|SO.org

with copy to:

President & CEO
Collaborent Group, Ltd.
5422 East 96th Street, Suite 150
Cleveland, Ohio 44125
Facsimile: 216.503.4247
E-mail:
david.akers@collaborent.org

with copy to:

Terry W. Vincent, Esq.
Brouse McDowell
1001 Lakeside Avenue, Suite 1600
Cleveland, OH 44114
Facsimile: 216.830.6807
E-mail: TVincent@Brouse.com

and with copy to:

James Ervin, Esq.
Benesch Friedlander Coplan & Aronoff LLP
41 South High Street
Suite 2600
Columbus, Ohio 43215
Facsimile: 614.223.9300
E-mail: jervin@bfca.com

b. If to **SUPPLIER**:

Name
Title
Company
Address 1
Address 2
Facsimile:
E-mail:

Name
Title
Company
Address 1
Address 2
Facsimile:
E-mail:

APPENDIX B: PRICING & PAYMENT TERMS

The following terms and conditions shall apply to any purchase of the Products & Services from Supplier by Participants:

APPENDIX C: SUPPLIER REPORTING REQUIREMENTS

Supplier shall provide NEO|SO with reporting detailing the utilization of its Products & Services and financial data on a regular basis as set forth below. These reports will be submitted in Microsoft Excel files or other electronic mediums requested by NEO|SO such that NEO|SO can review, analyze, and manipulate the electronic data. Supplier will provide the reports described in Paragraphs 1 and 2 below using a standard Application Programming Interface ("API") upon NEO|SO's written request.

1. **Monthly Reporting Requirements.** On the 15th day of each month during the Term of this Agreement, Supplier shall provide to NEO|SO the following information summarizing the prior month's activities for each individual Participant and on an aggregated basis for all NEO|SO Participants:

- (a) All orders placed for the Products & Services subject to this Agreement. Supplier shall include the date placed and the total dollar value inclusive of NEO|SO's administrative fee;
- (b) Accounts Receivable aging report for the prior month and contract year to date; and
- (c) The calculation of the administrative fee earned by NEO|SO for that reporting period based on all payments received during the immediately preceding month.

2. **Annual Reporting Requirements.** Thirty (30) days after the annual anniversary of the commencement of this Agreement, Supplier shall provide to NEO|SO the following information from the prior contract years' activities for each individual Participant and on an aggregated basis for all NEO|SO Participants:

- (a) The total orders placed, including: (i) the total number of orders placed; (ii) total dollar value of orders placed, inclusive of NEO|SO's fee; and (iii) the specific Products & Services ordered and the total quantity of each;
- (b) Accounts Receivable Aging Report for the contract year; and
- (c) The calculation of the total administrative fee earned by the NEO|SO for the prior contract year.

APPENDIX D: TRADEMARKS

Supplier's Trademarks:

Word mark:

Stylized Mark and Logo:

NEO|SO's Trademarks:

NEO|SO has not completed trademarking either its name or its logo. Subject to the terms of **Section 1.9 Publicity and Joint Marketing**, NEO|SO authorizes Supplier to utilize:

Word:

NEO|SO and/or Northeast Ohio Sourcing Office

Stylized Logo:

NEO | SO

ATTACHMENT B

Northeast Ohio Sourcing Office RFP #2009.04.1

REQUIRED SUPPLIER INFORMATION & CERTIFICATIONS

Purpose: NEO|SO requires the following information about Suppliers who submit proposals in response to any NEO|SO Requests for Proposals (RFPs) in order to facilitate the development of the contract with the selected Supplier. NEO|SO reserves the right to reject a Supplier's proposal if the Supplier fails to provide this information fully, accurately, and by the deadline set by NEO|SO. Further, some of this information (as identified below) **must** be provided in order for NEO|SO to accept and consider a Supplier's proposal. **Failure to provide such required information will result in a Supplier's proposal being deemed nonresponsive to this RFP.**

Instructions: Provide the following information regarding the Supplier submitting the proposal. Suppliers may either print this attachment, complete and sign it, or may provide the required information and certifications (each fully re-stated from this attachment) on their letterhead as the opening pages of their proposals. It is mandatory that the information provided is certified with an original signature (in blue ink, please) from a person with sufficient and/or authorized authority to represent the Supplier. Suppliers are to provide the completed and signed information and certifications as the cover pages of their original Technical Proposal submitted to NEO|SO.

NOTE: If the RFP specified a maximum page limit for Supplier proposals, the attachment of any required certifications or other documents in response to the following information requests will NOT be counted against that page limit.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]



Suppliers must provide all information outlined below

1. NEO SO RFP Name: Print Management Program	2. Proposal Due Date: April 23, 2009
3. Supplier Name: (legal name of the Supplier – person or organization – responding to RFP)	4. Supplier Federal Tax ID # or Social Security #:
5. Supplier Corporate Address:	6. Supplier Remittance Address (or "same" if same as Item #5):

7. Print or type information on the Supplier representative/contact person <u>authorized to answer questions on the proposal/bid</u>: Supplier Representative: Representative's Title: Address 1: Address 2: Phone #: Fax #: E-Mail:
8. Print or type the name of the Supplier representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the Supplier, and to whom legal notices regarding contract termination or breach should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function): Supplier Representative: Representative's Title: Address 1: Address 2: Phone #: Fax #: E-Mail:
9. Is this Supplier an Ohio certified MBE? Yes _____ No _____



If yes, attach a copy of current certification to proposal. (The attachment of certification is NOT counted against any applicable RFP page limit page limit.)

10. Mandatory Supplier Certifications:

NEO|SO may not enter into contracts with any Suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Suppliers responding to any NEO|SO RFP MUST certify that they are NOT ineligible by signing each of the three statements below. **Failure to provide proper affirming signature on any of these statements will result in a Supplier's proposal/bid being deemed nonresponsive to this RFP.**

I _____ (signature of representative shown in Item # 7, above)
hereby certify and affirm that:

_____ (the submitting Supplier shown in Item # 3, above), has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

I _____ (signature of representative shown in Item #7, above)
hereby certify and affirm that

_____ (the submitting Supplier shown in Item # 3, above), is not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

I _____ (signature of representative shown in Item #7, above)
hereby certify and affirm that

_____ (the submitting Supplier shown in Item # 3, above), either is not subject to a finding for recovery under ORC Section 9.24, or has taken appropriate remedial steps required under that statute, or otherwise qualifies under that section to enter into contracts with NEO|SO.

11. Supplemental Contract and Equal Employment Opportunity Information on the Supplier:

- A. Provide data on Supplier employees both nationwide (inclusive of Ohio staff) and the number of Ohio office employees:

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	_____	_____



% of those who are Women: _____
 % of those who are Minorities: _____

B. If you are the selected Supplier and this RFP involves the provision of services to NEO|SO Participants, will you sub-contract any part of the work?

- ☐ NO -or-
☐ YES, but for less than 50% of the work -or-
☐ YES, for 50% or more of the work

C. If approximately 50% or more of your proposed project would be performed by one or more subcontractors, provide the following information on each subcontractor (additional pages may be added as needed):

Subcontractor Name: _____

Address: _____

Work to be Performed: _____

Estimated Percentage of Total Project: _____ (Do NOT show dollar amounts here; show % of WORK sub-contractors will perform\provide)

Subcontractor's employee information:

	Nationwide:	Ohio Offices:
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

Attach additional pages if needed



12. I have read the NEO|SO Model Contract attached to the RFP, and if awarded a contract, I will not _____ (or) I will _____ request changes to the standard language, and have marked the requested changes and returned the model document with this proposal for consideration by NEO|SO. Supplier acknowledges that it agrees to any contract terms as written that it has not marked to indicate a requested change. (If changes are requested, NEO|SO will review those requested changes if you are the selected Supplier. All requested changes to model contract language are subject to NEO|SO approval and/or subsequent negotiation.)

13. I _____, (Supplier representative in Item # 7) hereby affirm that this proposal accurately represents the capabilities and qualifications of _____ (Supplier's name), and I hereby affirm that the cost(s) bid to NEO|SO for the performance of services and/or provision of goods covered in this proposal in response to the NEO|SO RFP is a firm fixed price structure, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal/bid.)

Signature _____

Date _____

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]



READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038).
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.

- Department of Public Safety Divisions:

Administration
Ohio Bureau of Motor Vehicles
Ohio Emergency Management Agency
Ohio Emergency Medical Services

Ohio Homeland Security*
Ohio Investigative Unit
Ohio Criminal Justice Services
Ohio State Highway Patrol

- * DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE ()		WORK PHONE ()		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME			PHONE ()	
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE	

DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? ☐ Yes ☐ No

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

APPLICANT SIGNATURE X	DATE
---------------------------------	------

**Request for Taxpayer
Identification Number and Certification**

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ATTACHMENT E

Northeast Ohio Sourcing Office RFP #2009.04.1

TECHNICAL PROPOSAL SCORE SHEET

PHASE I Review – Initial Qualifying Criteria:

The proposal must meet all of the following Phase I proposal acceptance criteria in order to be considered for further evaluation. Any proposal receiving a “no” response to any of the following qualifying criteria **shall be deemed nonresponsive to this RFP and disqualified from consideration.**

ITEM #	PROPOSAL ACCEPTANCE CRITERIA	RFP Sec Ref	YES	NO
1	Was the Supplier's proposal received by the deadline as specified in the RFP?	1.7 5.1		
2	Did the Supplier submit a proposal comprised of a Technical Proposal and, in a separate, appropriately labeled, sealed envelope, a Cost Proposal?	5.1		
3	Does Supplier's proposal include all required affirmative statements and certifications, signed by the Supplier's responsible representative, as described in Attachments B and C to the RFP?	5.2 A Attach. B Attach. C		
4	Included in those certifications, does the Supplier state that it is not excluded from entering into a contract with NEO SO, due to restrictions related to the federal debarment list, unfair labor findings, or R.C. § 9.24?	4.14 5.2 Attach. B		
5	Did NEO SO's review of the Auditor of State website verifies that the Supplier is not excluded from contracting with NEO SO by R.C. § 9.24 for an unresolved finding for recovery?	4.14 5.2 Attach. B		

PHASE II Review – Criteria for Scoring of Technical Proposal:

Qualifying Technical Proposals will be collectively scored by NEO|SO. For each of the evaluation criteria given in the following score sheet, reviewers will collectively judge whether the Technical Proposal exceeds, meets, partially meets, or does not meet the requirements expressed in the RFP, and assign the appropriate point value, as follows:

0	2	5	10
Does Not Meet Requirement	Partially Meets Requirement	Meets Requirements	Exceeds Requirements

A Technical Proposal's total PHASE II score will be the sum of the point value for all the evaluation criteria (including weighting). The review team will collectively score each individual qualifying proposal. Technical Proposals which do not meet or exceed a total score of at least 3,230 points (a score which represents that the Supplier can successfully perform the resulting contractual duties by receiving an average score of 5 – Meets Requirements) out of a maximum of 6,460 points, will be disqualified from further consideration, and its Cost Proposal will not be considered. Only those suppliers whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III of the proposal evaluation process.



TECHNICAL PROPOSAL SCORING WORKSHEET							
ITEM #	EVALUATION CRITERIA	RFP SEC REF	Weight	Doesn't Meet 0	Partially Meets 2	Meets 5	Exceeds 10
NEO SO ADMINISTRATIVE & MARKETING FEE							
REQUEST FOR PROPOSAL							
1	The Supplier has agreed to remit to NEO SO an administrative fee of at least 4.5% of revenues collected by the Supplier through the end of the previous month.	1.6 A.	10				
2	The Supplier has agreed to remit to NEO SO a marketing fee of at least \$50,000 per year, payable upon execution of the Agreement and on the annual anniversary of the Agreement execution each year.	1.6 B.	10				
SUPPLIER EXPERIENCE & QUALIFICATIONS							
REQUEST FOR PROPOSAL & ATTACHMENT G							
3	Supplier is authorized by each manufacturer Supplier represents and included in its response to sell hardware across the entire state of Ohio.	2.1 G 1.4	10				
4	Supplier is authorized by each manufacturer Supplier represents and included in its response to service that manufacturer's hardware across the entire state of Ohio.	2.1 G 1.5	10				
5	Supplier has an in-house sales program to service and develop relationships with individual NEO SO Participants.	2.1	10				
6	Supplier offers comprehensive audit/analysis capabilities to identify a Participant's current total cost of printing/copying and will develop a strategy to reduce that cost.	2.1	10				
7	Supplier has provided a narrative description of previous work of the type outlined in the RFP that Supplier has successfully accomplished for other customers within the past five years (may be current and not yet completed), including details of significant accomplishments.	2.2 A.	6				
8	Supplier has provided a narrative description of any work projects Supplier has accomplished (or which are ongoing) in the past five years for government/public-sector customers, including contact information for representative public sector customers and details of significant accomplishments.	2.2 B.	8				
9	Supplier has provided a narrative summary of at least two, but no more than four, work projects similar to the work outlined in the RFP, which have been completed in the past five years that demonstrate Supplier's expertise in Print Management including contact information for representative public sector customers and details of significant accomplishments.	2.2 C.	8				
STAFF EXPERIENCE & CAPABILITIES							
REQUEST FOR PROPOSAL							
10	Supplier has: demonstrated significant expertise and comprehension of the work described in this RFP by assigning qualified staff to key leadership roles for the project, identified in their proposal, by position and by name, those staff they consider key to the Program's success; provided profiles of proposed key position staff and their resumes or curriculum vitae (CV).	2.3 A.	5				



TECHNICAL PROPOSAL SCORING WORKSHEET							
ITEM #	EVALUATION CRITERIA	RFP SEC REF	Weight	Doesn't Meet 0	Partially Meets 2	Meets 5	Exceeds 10
11	Supplier has identified and provided such justification for any additional staff positions which the interested Supplier would present as a Key Staff Designation, at the Supplier's discretion, and has included a detailed description of the role that individual will play in the contract activities as well as a copy of the individual's resume or CV.	2.3 A.	5				
12	The Supplier has presented a staffing plan which identifies by name, title, geographic coverage area, and role the individuals would be responsible for coordinating all audits, sales, and implementations of the Print Management Program in each geographic coverage proposed to be serviced by Supplier as part of the Print Management Program,	2.3 B.	10				
CONDITIONS & OTHER REQUIREMENTS							
REQUEST FOR PROPOSAL							
13	Supplier listed current contracts it has with the State of Ohio and/or other public sector agencies in Ohio, including the purpose of each contract, dollar volume of each contract, term of each contract, and percentage of the contract that is complete.	4.1	5				
14	Supplier has disclosed whether Supplier's performance under contracts for the provision of Products that are the same or similar to those provided through the Program have resulted in any "formal claims" for breach of those contracts.	4.15	6				
15	Supplier has indicated whether the Supplier and/or any Program subcontractors have been the subject of adverse regulatory or administrative government action with respect to Supplier's performance of services similar to those described in this RFP and detailed any such instances.	4.16	4				
NEO SO MODEL CONTRACT							
REQUEST FOR PROPOSAL & ATTACHMENT A							
16	Supplier has agreed to the terms of the model contract as is or has provided specific proposed changes to the model contract.	RFP 4.6 B. Attach. A	10				
SUPPLIER INFORMATION & CERTIFICATIONS							
ATTACHMENT B							
17	Supplier has included, properly completed, and signed the Required Supplier Info. & Certifications.		10				
SUPPLIER COMPLETED W-9							
ATTACHMENT C							
18	Supplier provided a completed W-9 form.		10				
DECLARATION REGARDING MATERIAL ASSISTANCE							
ATTACHMENT D							
19	Supplier has included, properly completed, and signed the Declaration Regarding Material Assistance.		10				



TECHNICAL PROPOSAL SCORING WORKSHEET							
ITEM #	EVALUATION CRITERIA	RFP SEC REF	Weight	Doesn't Meet 0	Partially Meets 2	Meets 5	Exceeds 10
REQUIREMENTS & PROPOSAL SPECIFICATIONS							
ATTACHMENT G							
COMPANY OVERVIEW							
20	Does the Supplier demonstrate longevity and stability based on its number of years in the industry?	G: 1.1.1	2				
21	Has the Supplier won any significant recognition for its service and/or other operations?	G: 1.1.2	3				
22	Does the Supplier have a sufficient number of employees and sales reps to service current and future Participants in addition to its existing customers?	G: 1.1.3	4				
23	Did the Supplier provide its annual sales figures for 2007 and 2008 and do those numbers indicate that Supplier is large enough and stable enough to service this Agreement throughout the term?	G: 1.1.4	3				
24	Did the Supplier provide company financial statements for each of the last three (3) years (preferably audited) and do those numbers indicate that Supplier is large enough and stable enough to service this Agreement throughout the term?	G: 1.1.5	4				
25	Did the Supplier provide descriptions of any acquisitions or bankruptcies in the last three years and does that information raise any concerns about the Supplier's ability to service this Agreement?	G: 1.1.6	2				
26	Did the Supplier provide information regarding its distribution and call center locations?	G: 1.2	2				
27	Did the Supplier provide a detailed organizational chart for its business-to-business unit?	G: 1.3	5				
28	Does the Supplier have manufacturer authorization and ability to sell and service equipment on a multi-state and national basis? How broad is the geography that the Supplier can serve outside of Ohio?	G 1.6	8				
29	Did the Supplier detail its ability to provide sales and service coverage on a national basis, including utilizing a direct and/or indirect channel strategy? How well does that ability complement NEO SO's business model?	G 1.6	8				
PRODUCTS & SERVICES							
30	How complete is the Supplier's line of Multi-Functional Devices with optional accessories and software? Is the equipment of sufficient quality to meet the needs of NEO SO's Participants?	G: 2.1.1	6				
31	How complete is the Supplier's line of Laser Printers? Is the equipment of sufficient quality to meet the needs of NEO SO's Participants?	G: 2.1.2	6				
32	How extensive are the options for used and pre-owned MFD's and printers? To what extent does the percentage of pre-owned devices sold demonstrate the Supplier's success in selling pre-owned devices? How meaningful are the guarantees offered by the Supplier for used and pre-owned equipment?	G: 2.1.3	5				
33	How complete is the Supplier's line of facsimile devices with optional accessories and software? Is the equipment of sufficient quality to meet the needs of NEO SO's Participants?	G: 2.1.4	4				



TECHNICAL PROPOSAL SCORING WORKSHEET

ITEM #	EVALUATION CRITERIA	RFP SEC REF	Weight	Doesn't Meet 0	Partially Meets 2	Meets 5	Exceeds 10
34	How complete is the Supplier's line of Production Equipment with optional accessories and software? Is the equipment of sufficient quality to meet the needs of NEO SO's Participants?	G: 2.1.5	7				
35	How complete is the Supplier's line of Wide Format devices, including the sizes and substrates on which the equipment can print? How complete are the available accessories, including network connectivity and scanning options? Is the equipment of sufficient quality to meet the needs of NEO SO's Participants?	G: 2.1.6	5				
36	How extensive is the Supplier's Device Monitoring and Management offering? Does the software work across all network connected devices? How well does the solution for device monitoring and management for non-network devices meet the needs of NEO SO's Participants? Did the Supplier demonstrate the required experience and how relevant to the intent of this RFP is the experience referenced?	G: 2.2.1	10				
37	How extensive is the Supplier's Rules-Based Printing offering and how well does it extend to both networked and non-networked devices? How effective is the software at establishing network administration level rules? How well does the software gather cost data and enable chargebacks to be calculated and provided? Is the software effective across all installed and serviced devices under this contract?	G: 2.2.2	10				
38	Is scanning software already installed on the MFD's provided by Supplier? If not, does the Supplier provide additional software and how effective and easy to deploy is it?	G: 2.2.3	7				
39	Does the Supplier offer Print Release software capabilities and how does the software recommended compare to other alternatives available in the marketplace?	G: 2.2.4	8				
40	Does the Supplier offer solutions that enable Participants to increase their in-house printing utilization? How much outsourced printing can be migrated in-house through the use of these tools?	G: 2.2.5	5				
41	How meaningful are the tools offered by the Supplier to integrate Supplier's equipment with existing document management systems quickly and efficiently? Does the Supplier represent document management system providers and how do the solutions offered compare with other alternatives available in the marketplace?	G: 2.2.6	5				
42	How does the Supplier's standard service levels regarding on-site servicing, supplying, and supporting all provided hardware compare with industry standards? How valuable are any additional benefits provided by the Supplier's standard service levels?	G: 2.3.1	7				
43	What additional services and higher levels of service does Supplier make available and how meaningful are those additional service levels to NEO SO Participants?	G: 2.3.1	5				
44	How effectively can the Supplier provide on-site services and supplies to the existing laser printer population of NEO SO Participants?	G: 2.3.2	9				
45	Does the Supplier demonstrate the required levels of printer services experience and how relevant to the intent of this RFP is the experience referenced by the Supplier?	G: 2.3.3	6				



TECHNICAL PROPOSAL SCORING WORKSHEET

ITEM #	EVALUATION CRITERIA	RFP SEC REF	Weight	Doesn't Meet 0	Partially Meets 2	Meets 5	Exceeds 10
46	Does the Supplier have a meaningful process to manage back-ordered products and how effectively does the Supplier communicate with Participants regarding back-order products? How valuable are the guarantees, if any, offered by the Supplier?	G: 2.3.4	4				
47	How meaningful and broad are the "green" and sustainable products, services, and initiatives offered by the Supplier? Is the Supplier offering any "green" or sustainable opportunities that are unique in the marketplace and would enable NEO SO Participants to be differentiated in a meaningful way?	G: 2.3.5	8				
48	How effectively does the Supplier establish a baseline price per page for in-house printing and copying for a NEO SO Participant organization-wide?	G: 2.4.1	10				
49	How effectively does the Supplier identify and recommend cost-savings opportunities for NEO SO Participants?	G: 2.4.1	10				
50	How effectively will the Supplier demonstrate the savings achieved by NEO SO Participants on an ongoing basis after the Participants implement the Supplier's recommendations?	G: 2.4.1	10				
51	How effective are the Supplier's managed services in providing help desk, break-fix, preventative maintenance, end-user training, and demonstration equipment to NEO SO Participants?	G: 2.4.2	10				
52	How effective are the Supplier's managed service operations in vendor neutral management of ongoing operations, reporting / monitoring / control, and project management, including risk management, quality control, and change management?	G: 2.4.3	10				
53	How effective are the Supplier's managed service operations in delivery of hardware and supplies and installation and relocation or removal of equipment and accessories?	G: 2.4.4	6				
54	How effectively will the Supplier's standard Service Level Agreement support the needs of NEO SO Participants and how effective is the Supplier's internal Service Level performance measurements for meeting or exceeding these Service Levels? In what ways is Supplier held accountable for meeting or exceeding standard service level agreements?	G: 2.4.5	8				
55	How effective and how frequent are the Supplier's planned reviews of NEO SO Participants to help manage down costs over time?	G: 2.4.6	8				
56	How effective is the Supplier's Transition Plan methodology for replacing existing suppliers to NEO SO Participants? What Supplier personnel will be involved in planning and implementing transitions?	G: 2.4.7	6				
57	Does the Supplier clearly state which representatives of the Supplier will work with NEO SO Participants and which roles each representative will perform?	G: 2.4.8	7				
58	Through provided examples, how effective is the Supplier in reducing NEO SO Participants ongoing costs in the operation of in-house printing and copying?	G: 2.4.9	9				
59	Through provided examples, how effective is the Supplier in reducing NEO SO Participants ongoing costs in the procurement of products related to the NEO SO Print Management Program?	G: 2.4.10	8				



TECHNICAL PROPOSAL SCORING WORKSHEET

ITEM #	EVALUATION CRITERIA	RFP SEC REF	Weight	Doesn't Meet 0	Partially Meets 2	Meets 5	Exceeds 10
60	How effective is the Supplier's Outsourced Print On Demand program in driving down ongoing costs, integrating with in-house printing capabilities and Rules-Based Printing?	G: 2.4.11	5				
61	How flexible is the Supplier in offering other value-added programs (both currently available and those that will become available in the future) and/or processes to NEO SO Participants?	G: 2.4.12	9				
62	How flexible and effective is the Supplier's approach to managing an existing or new NEO SO Participant's Reprographics and Copy Center operation?	G: 2.5	5				
63	Through provided examples, how effective is the Supplier's security solutions that address the management of security and compliance at hardware device, document, and network levels?	G: 2.6	7				
64	How committed is the Supplier, in the event of a natural disaster at a NEO SO Participant, in protecting the safety and health of the NEO SO Participants' occupants by considering the NEO SO Participant as a number one priority for emergency response?	G: 2.7	5				
DISTRIBUTION							
65	How effective is the Supplier's standard delivery time for MFD's, Laser Printers, Facsimiles, Production Equipment, Wide Format Equipment, and Supplies for all NEO SO Participant's devices?	G: 3.1.1	4				
66	How robust is the Supplier's Third Party Delivery network?	G: 3.1.3	1				
67	How accommodating is the Supplier's desktop delivery program?	G: 3.1.4	4				
68	How competitive are the Supplier's distribution performance standards when compared to industry standards?	G: 3.2	4				
PRICING							
69	How effective is the design of the Supplier's Total Cost of Ownership (TCO) approach to reducing the TCO for NEO SO Participant's during the lifecycle of this contract?	G: 4.3.2	10				
70	How committed is the Supplier to assisting NEO SO Participants in managing their existing lease agreements?	G: 4.3.3	5				
71	How flexible is the Supplier in accommodating the service levels that may need to be changed due to a NEO SO Participant's special project or other unique circumstances that lead to an increase in print demand?	G: 4.3.4	6				
72	How flexible is the Supplier in accommodating the service levels that may need to be changed due to a NEO SO Participant's unique circumstances that lead to a decrease in print demand?	G: 4.3.5	6				
73	How responsive is the Supplier's process and/or program to upgrade for technology enhancements and product innovations that become available during the term on the contract?	G: 4.3.6	8				



TECHNICAL PROPOSAL SCORING WORKSHEET

ITEM #	EVALUATION CRITERIA	RFP SEC REF	Weight	Doesn't Meet 0	Partially Meets 2	Meets 5	Exceeds 10
MARKETING							
74	How committed is the Supplier to assisting NEO SO in marketing this Agreement to Participants and how meaningful will that support be to growing the overall sales volume of this Program?	G: 6.1	10				
75	How committed is the Supplier to assisting NEO SO in marketing this Agreement to public sector entities across Ohio that are not yet NEO SO Participants and how meaningful will that support be to growing the overall sales volume of this Program?	G: 6.2	10				
76	Will the Supplier move existing public sector business to the NEO SO Agreement and how large is the annual spend of the existing business that the Supplier will transition?	G: 6.3	10				
77	How broad is the customer base that the Supplier has indicated is able to utilize this agreement?	G: 6.4	8				
78	How committed is the Supplier to delivering a program to NEO SO Participants across Ohio and how seamless is the Supplier's approach if additional channel partners, distributors, or manufactures need to be engaged to ensure that the interests are aligned?	G: 6.5	10				
REFERENCES							
79	How comprehensive and relevant to the intent of this RFP are the references that are provided by the Supplier?	G: 7.0	5				
ADMINISTRATION							
80	How flexible is the Supplier in the billing options that are being made available to NEO SO Participants as part of this agreement?	G: 8.1	5				
81	How flexible is the Supplier in the payment methods that are made available to NEO SO Participants as part of this agreement?	G: 8.2	5				
82	Based upon the samples and information provided, how valuable are the reports that the Supplier will make available to NEO SO Participants?	G: 8.3	10				
83	How committed is the Supplier to providing NEO SO Participants with potential savings reports that outline where and how much Participants could save with alternative products?	G: 8.3.1	10				
84	How broad are the Supplier's capabilities for providing NEO SO Participants with real-time, or near real-time, reports and what types of reports are available?	G: 8.3.2	10				
85	How customer friendly is the provided sample contract (by Supplier) that defines, among other things, the scope of services, service levels, pricing, and audit services made available to an individual NEO SO Participant. Has the Supplier "made it easy" for the customer?	G: 8.4	5				
86	How diverse is the list of ERP systems in which the Supplier has integrated with?	G: 8.5.1	5				
87	How broad is the list of ERP references provided and how well do the listed entities correspond to the various types of NEO SO Participants?	G: 8.5.2	5				
88	How flexible are the terms and conditions under which the Supplier will integrate the back office systems of NEO SO Participants?	G: 8.5.3	6				



TECHNICAL PROPOSAL SCORING WORKSHEET

ITEM #	EVALUATION CRITERIA	RFP SEC REF	Weight	Doesn't Meet 0	Partially Meets 2	Meets 5	Exceeds 10
89	How robust is the Suppliers e-commerce platform when compared to their competitors' platforms?	G: 8.6	6				
NEO SO REPORTING							
90	How capable and committed is the Supplier to delivering timely and accurate information regarding NEO SO Participant purchasing history to NEO SO?	G: 9.1	10				
91	How capable and committed is the Supplier to delivering timely and accurate information regarding NEO SO Participant payment history to NEO SO?	G: 9.2	10				
92	How capable and committed is the Supplier to delivering timely and accurate information regarding Supplier Accounts Receivables (pertaining to NEO SO Participants) to NEO SO?	G: 9.3	10				



Column Subtotal of "Partially Meets" points					
Column Subtotal of "Meets" points					
Column Subtotal of "Exceeds" points					
GRAND TOTAL TECHNICAL SCORE					

Based upon the Grand Total Technical Score earned, does the Supplier's proposal proceed to the Phase III Review consideration of its Cost Proposal? (Supplier's Grand Total Technical Score must be at least 3,230 points.)

Yes _____ No _____

PHASE III Review – Criteria for Scoring of Cost Proposal:

NEO|SO will consider the Cost Proposals only of Suppliers whose Technical Proposals meet or exceed the requirement established for Phase II scoring. The Cost Proposal review will count 30% towards the total evaluation of each Supplier's submission.

See **Attachments H** and **I** for possible pricing methodology templates.



Northeast Ohio Sourcing Office Membership

Cuyahoga County

- 1 Bay Village
- 2 Beachwood
- 3 Beck Center for the Arts
- 4 Bedford
- 5 Bedford Heights
- 6 Bentleyville
- 7 Berea
- 8 Brooklyn
- 9 Chagrin Falls
- 10 Cleveland
- 11 Cleveland Heights
- 12 Cleveland Leadership Ctr.
- 13 Tri-C
- 14 Cuyahoga County
- 15 Euclid
- 16 Fairhill Center
- 17 Fairview Park
- 18 Garfield Heights
- 19 Gates Mills
- 20 Glenwillow
- 21 Greater Cleveland MetroParks
- 22 Lakewood
- 23 Lyndhurst
- 24 Mayfield Heights
- 25 Mayfield Village
- 26 Middleburg Heights
- 27 Moreland Hills
- 28 NE Ohio Reg. Sewer Dist.
- 29 Newburgh Heights
- 30 North Olmsted
- 31 Olmsted Falls
- 32 Orange Village
- 33 Parma
- 34 Parma Heights
- 35 Pepper Pike
- 36 Richmond Heights
- 37 Rocky River
- 38 Shaker Heights
- 39 Shaker Heights Public Library
- 40 South Euclid
- 41 University Heights
- 42 Walton Hills

Geauga County

- 43 Bainbridge Township
- 44 Chardon
- 45 Hambden Township
- 46 Russell Township
- 47 Village of South Russell

Lake County

- 48 Fairport Harbor
- 49 Kirtland
- 50 Mentor-on-the-Lake
- 51 The Fine Arts Association
- 52 Wickliffe
- 53 Wickliffe Public Library
- 54 Willoughby

Lorain County

- 55 Amherst Township
- 56 Avon
- 57 Huntington Township
- 58 LCCC
- 59 Lorain
- 60 North Ridgeville Schools
- 61 Sheffield Lake

Mahoning County

- 62 Austintown Township
- 63 Boardman
- 64 Canfield Township

Medina County

- 65 Harrisville Township
- 66 Spencer Village

Portage County

- 67 Ravenna

Summit County

- 68 Bath Township
- 69 Boston Township
- 70 Copley Township
- 71 Hudson
- 72 Macedonia
- 73 Nardon Hills Schools
- 74 Northfield
- 75 Reminderville
- 76 Richfield
- 77 Stow
- 78 Summit County
- 79 Twinsburg

Stark County

- 80 Brewster Village
- 81 Canton City Schools
- 82 North Canton City Schools

Trumbull County

- 83 Newton Falls

Wayne County

- 84 Orrville
- 85 West Salem

Out of State Counties

Marshall

- 86 Glen Dale

Associate Members OFIC

- 1 Mount Union College
- 2 Mount Vernon University
- 3 Walsh University
- 4 Hiram College
- 5 Lourdes College
- 6 Heidelberg College
- 7 Ashland University
- 8 John Carroll University
- 9 Notre Dame College
- 10 Muskingum College





Member Colleges

Ashland University
Baldwin-Wallace College
Bluffton University
Capital University
Cedarville University
University of Dayton
Defiance College
Denison University
The University of Findlay
Franciscan University of Steubenville
Franklin University
Heidelberg College
Hiram College
John Carroll University
Kenyon College
Lake Erie College
Lourdes College
Malone College
Marietta College
Mount Union College
Mount Vernon Nazarene University
Muskingum College
Notre Dame College
Oberlin College
Ohio Dominican University
Ohio Northern University
Ohio Wesleyan University
Otterbein College
Urbana University
Ursuline College
Walsh University
Wilmington College
Wittenberg University
The College of Wooster

Bold = current Affiliate Member of NEOJSO

ATTACHMENT G

Northeast Ohio Sourcing Office RFP #2009.04.1

REQUIREMENTS & PROPOSAL SPECIFICATIONS

General Guidelines

This RFP is designed to allow potential Suppliers to respond with solutions that satisfy the current and future needs of NEOISO Participants as it relates to a Print Management Program for multifunctional devices ("MFD's"), printers, facsimiles, and all related supplies, service, and support along with any associated software. Potential Suppliers should offer equipment, supplies, software, management tools, and services which come closest to meeting the current needs of Participants. It should also be noted that the desire is to have a comprehensive solution whereby all required products and services can be provided in an easily managed program that allows cost savings, improved efficiencies, and direct service and support.

If the Supplier believes there is alternative equipment, supplies, or services that are better and more cost effective, the Supplier should always recommend those alternatives in its response and provide a detailed rationale explaining the Supplier's recommendations.

NOTE: at the end of each sentence, paragraph, or section heading in this Attachment G, NEOISO has included an indication of whether the Supplier's response to each specific Scope of Work item is to be included in the Technical Proposal or the Cost Proposal. Responses that focus on capabilities, history, and qualifications that should be included in the Technical Proposal are marked with [TECHNICAL]. Responses that focus on pricing or fees that should be included in the Cost Proposal are marked with [COST].

Attachment E - Technical Proposal Score Sheet is designed to clearly delineate which elements of the Scope of Work will be scored when reviewing the Technical Proposal and corresponds to the items marked [TECHNICAL] herein. Elements of the proposal response that should be included in the Cost Proposal are similarly marked with [COST] after each item. Refer to **RFP Section VI Criteria for Proposal Evaluation & Selection** for an overview of the scoring methodology that will be used in evaluating proposals.



Estimated Purchasing Volume

The estimated volume of Print Management hardware, software and related services, supplies, and support that will be purchased by NEOISO Participants through this contract on an annual basis is:

- \$15 million in year one.
- \$25 million in year two.
- \$40 million in year three.
- \$60 million in year four.

These numbers reflect the total contract volume NEO|SO anticipates on an annual basis. NEO|SO's current customer base includes more than eighty (80) local governments, not for profits, and private companies, as well as a group of more than 30 private colleges and universities across the State of Ohio. Municipalities, colleges and universities, special districts, hospitals, not-for-profits, private companies, and public, private, and charter K-12 school districts across the country are eligible to join NEO|SO and utilize NEO|SO's group purchasing programs. NEO|SO's direct membership base continues to grow on an ongoing basis. In addition, NEO|SO is establishing relationships with other groups of local governments, private companies, and colleges and universities to distribute NEO|SO's group purchasing programs to existing members of those groups. There is no guaranteed minimum under this contract.

1. Company Overview

1.1 Company Overview. Please provide a brief description of your company and its history in the office equipment industry. Include:

- 1.1.1** Number of years in the industry [TECHNICAL].
- 1.1.2** Any awards your company has won for its service and/or operations [TECHNICAL].
- 1.1.3** Number of employees and number of sales reps employed by your company, both in Ohio and across the country [TECHNICAL].
- 1.1.4** Annual sales for 2007 and 2008 [TECHNICAL].
- 1.1.5** Company financial statements for each of the last three (3) years, preferably audited [TECHNICAL].
- 1.1.6** Description of any acquisitions or bankruptcies in the last three (3) years [TECHNICAL].

1.2 Distribution & Call Centers. Please provide your company's distribution and call center locations [TECHNICAL].



- 1.3 **Organizational Chart.** Please provide an organizational chart for your company's business-to-business unit and identify the individuals who would be responsible for servicing the NEO|SO account and individual NEO|SO Participants [TECHNICAL].
- 1.4 **Statewide Hardware Sales Authorization.** *Statewide coverage across Ohio is a requirement; NEO|SO reserves the right to eliminate proposals that do not offer direct statewide coverage.* Please provide a letter from each manufacturer or other written documentation demonstrating your company's authorization to sell that manufacturer's hardware across the entire state of Ohio. If your company requires subcontractors to provide statewide hardware coverage, please identify those subcontractors and their geographies by name [TECHNICAL].
- 1.5 **Statewide Servicing Authorization.** *Statewide coverage across Ohio is a requirement; NEO|SO reserves the right to eliminate proposals that do not offer direct statewide coverage.* Please provide a letter from each manufacturer or other written documentation demonstrating your company's authorization to service that manufacturer's hardware across the entire state of Ohio. If your company requires subcontractors to provide statewide servicing coverage, please identify those subcontractors and their geographies by name [TECHNICAL].
- 1.6 **National Sales & Service Capabilities.** NEOISO is building relationships and membership channels outside the State of Ohio. Please describe your company's authorization and ability to sell and service equipment on a multi-state and national basis [TECHNICAL]. Please clearly state how your company would provide sales and service coverage on a national basis, including utilizing a direct and/or indirect channel strategy [TECHNICAL].

2. **Products & Services**

- 2.1 **Hardware Requirements.** Describe in detail the products and services available from your company in each of the following categories.

- 2.1.1 **Multifunctional Devices ("MFD's")** – Please describe the breadth of MFD's available from your company and include the technical specifications for each device. Provide a complete description of the hardware proposed along with optional accessories and software available from your company [TECHNICAL]. Provide Manufacturer Suggested Retail Price (the "MSRP") for each MFD as well as the price available to NEO|SO Participants, including the discounting, cost plus, or other pricing methodology employed [COST].



- 2.1.2 Laser Printers** – Please describe the breadth of Laser Printers available from your company and include the technical specifications for each device. Provide a complete description of the hardware proposed along with optional accessories and software available from your company [TECHNICAL]. Provide the MSRP for each Laser Printer as well as the price available to NEO|SO Participants, including the discounting, cost plus, or other pricing methodology employed [COST].
- 2.1.3 Used or Pre-Owned MFD's and Laser Printers** – Please describe the options your organization will make available to provide used or pre-owned MFD's and Laser Printers available to NEO|SO Participants. Describe the percentage of devices you sell that are pre-owned versus new product sales. Provide details regarding the process your organization employs to ensure quality assurance and product reliability. Describe what guarantees, if any, your company offers for used and pre-owned equipment [TECHNICAL]. Provide list pricing as well as the price available to NEO|SO Participants, including the discounting, cost plus, or other pricing methodology employed [COST].
- 2.1.4 Facsimiles** – Please describe the breadth of facsimiles available from your company and include the technical specifications for each device. Provide a complete description of the hardware proposed along with optional accessories and software available from your company [TECHNICAL]. Provide the MSRP for each facsimile as well as the price available to NEO|SO Participants, including the discounting, cost plus, or other pricing methodology employed [COST]. Note: NEO|SO does not anticipate a high volume of facsimile sales to Participants.
- 2.1.5 Production Equipment** – Please describe the breadth of Production Equipment available from your company and include the technical specifications for each device. To be considered Production Equipment, the products must operate at a minimum output speed of 110 pages per minute. Provide a complete description of the hardware proposed along with the optional accessories and software available from your company. Describe the various “front end” solutions available, including web-based job submission software [TECHNICAL]. Provide the MSRP for the Production Equipment as well as the price available to NEO|SO Participants, including the discounting, cost plus, or other pricing methodology employed [COST].
- 2.1.6 Wide Format** – Please describe the breadth of wide format products your company offers. Describe in detail the different sizes



and substrates on which your company's devices can print. Describe in detail all accessories, including network connectivity and scanning options [TECHNICAL]. Provide the MSRP for each Wide Format device as well as the price available to NEO|SO Participants, including the discounting, cost plus, or other pricing methodology employed [COST].

2.2 **Software Requirements.** Describe in detail the software tools available from your company in each of the following categories.

2.2.1 Device Monitoring & Management – Please describe the automated solution(s) your company offers that allows for meter reads, error alerts, supply consumption monitoring, and ordering and service notification. This software should be effective across all network connected devices installed and serviced under this contract. In addition, please describe your solution for device monitoring and management for non-network devices installed and serviced under this contract. Suppliers must demonstrate a) a minimum of three (3) years' experience in deploying and utilizing the proposed software tools, or b) that supplier has at least 10,000 devices under management utilizing this software tool [TECHNICAL]. Please clearly state whether this software is included as part of your company's standard offering at no extra charge. If not, describe any additional costs associated with the deployment and utilization of the software, if any, including installation, customization, licensing, ongoing management, user fees, etc. [COST].

2.2.2 Rules-Based Printing – Please describe the tools available from your company for NEO|SO Participants seeking the ability to track and audit all printing to include network connected and non-network devices by user, device type, application, and other measurable print activities. The software must be able to establish rules at a network administration level such that the Participant can restrict or redirect print jobs. The software should have the capability to gather cost data such that user, cost center, or departmental chargebacks can be automatically calculated and provided. Please describe in detail your proposed software and any related modules. This software should be effective across all devices installed and serviced under this contract [TECHNICAL]. Please clearly state whether this software is included as part of your company's standard offering at no extra charge. If not, describe any additional costs associated with the deployment and utilization of the software, if any, including installation, customization, licensing, ongoing management, user fees, etc. [COST].



2.2.3 Scanning – Please describe whether there is any additional software required for installation on MFD's in order to scan to folder, email, group, and FTP that is either not already installed on the MFP's or available as part of your company's standard offering at no extra charge [TECHNICAL]. Please describe any additional costs associated with the deployment and utilization of the software, if any, including installation, customization, licensing, ongoing management, user fees, etc. [COST].

2.2.4 Print Release – Please describe the solution(s) your company provides for print release software for MFD's and Laser Printers covered by this proposal. Provide a list of manufacturers or the manufacturer of the product that you recommend [TECHNICAL]. Please clearly state whether this software is included as part of your company's standard offering at no extra charge. If not, describe any additional costs associated with the deployment and utilization of the software, if any, including installation, customization, licensing, ongoing management, user fees, etc. [COST].

2.2.5 Increasing In-House Printing Capabilities – Please describe the solution(s) your company provides to enable Participants to migrate printing that is currently outsourced to an in-house solution; for example, software that allows Participants to design and complete forms, creation and utilization of electronic stationery, etc. [TECHNICAL]. Please clearly state whether this software is included as part of your company's standard offering at no extra charge. If not, describe any additional costs associated with the deployment and utilization of the software, if any, including installation, customization, licensing, ongoing management, user fees, etc. [COST].

2.2.6 Document Management Tools – Please describe the tool(s) your company offers to integrate the equipment provided with existing document management systems that may be deployed by Participants? Does your company provide or distribute/represent document management systems [TECHNICAL]? Please describe any additional costs associated with the deployment and utilization of the software, if any, including installation, customization, licensing, ongoing management, user fees, etc. [COST].

2.3 Field Service Management Requirements. Describe in detail the Field Service Management capabilities offered by your company in each of the following categories.



2.3.1 Service & Supply Agreement for New Equipment – Please describe the standard service levels offered by your company with regard to on-site servicing, supplying, and supporting all provided hardware for MFD's, Facsimiles, Laser Printers, Production Equipment, and Wide Format Printers. Please illustrate any additional benefits these services provide, including, but not limited to, cost savings, product replacement, and population optimization [TECHNICAL]. Please clearly state which service levels are included as part of your company's standard offering at no extra charge [COST]. Please also identify any additional services or higher service levels that are available [TECHNICAL] and the additional costs, if any, that would be incurred by NEO|SO Participants utilizing those additional services or higher service levels [COST].

2.3.2 Service & Supply Agreement for Existing Equipment – Supplier must be able to provide on-site service and supplies to the existing laser printer population in any NEO|SO Participant's organization if that organization elects to keep existing equipment. It is estimated that over 95% of this population is HP, Lexmark, or Dell [TECHNICAL]. Please clearly state which service levels are included as part of your company's standard offering at no extra charge. If not standard, describe any additional costs associated these services and supplies for NEO|SO Participants [COST].

2.3.3 Documented Printer Service Experience – Supplier must demonstrate a) a minimum of three (3) years' experience managing printer service and supply contracts, or b) that Supplier has at least 10,000 devices under service and supply management [TECHNICAL].

2.3.4 Back-Ordered Products – What is your company's process regarding back-ordered products? In what ways does your company communicate with customers regarding back-ordered products and what guarantees, if any, does your company offer [TECHNICAL]?

2.3.5 "Green" Products & Services – Please explain the ways in which NEO|SO participants can benefit from any "green" or sustainable products and services offered by your company. Please detail initiatives undertaken by your company that may help NEO|SO Participants in any or all of the following areas [TECHNICAL]:

- Recycling of print cartridges
- Recycling of MFD toner cartridges
- Paper recycling or reduction



- Managing down energy consumption
- Energy Star Products

2.4 **Managing Down the Total Cost of Ownership for NEO|SO Participants.**

NEO|SO seeks to partner with a supplier who has a demonstrated commitment to working with NEO|SO Participants to reduce their total costs of in-house printing and copying.

2.4.1 Audits – Please describe the types of audits or analyses that your company conducts to establish a baseline price per page of in-house printing and copying across the entire organization of a NEO|SO Participant based on that Participant's current hardware and operating practices [TECHNICAL]. Please describe the work your company will do to identify and recommend cost savings opportunities to NEO|SO Participants [TECHNICAL]. Please describe the work your company will do to demonstrate the savings achieved by a NEO|SO Participant on an ongoing basis as a result of their implementation of your company's recommendations [TECHNICAL]. Please clearly state whether these services are included as part of your company's standard offering at no extra charge. If not standard, describe any additional costs associated with these services for NEO|SO Participants [COST].

2.4.2 Managed Services 1 - Please describe your company's program management and managed service operations, including, but not limited to:

- Help desk capabilities
- Complete break-fix capabilities and service levels
- Preventative maintenance
- End-user training, including training on machine utilization
- Demonstration equipment [TECHNICAL]

Please clearly state whether these services are included as part of your company's standard offering at no extra charge. If not, describe any additional costs associated with these services and supplies for NEO|SO Participants [COST].

2.4.3 Managed Services 2 - Please describe your company's program management and managed service operations, including, but not limited to [TECHNICAL]:

- Vendor neutral management of ongoing operations
- Reporting, monitoring, and control
- Project management, including risk management, quality control, and change management



Please clearly state whether these services are included as part of your company's standard offering at no extra charge. If not, describe any additional costs associated with these services and supplies for NEO|SO Participants [COST].

2.4.4 Managed Services 3 - Please describe your company's program management and managed service operations, including, but not limited to:

- Delivery of hardware and supplies
- Installation and relocation and/or removal of equipment and accessories

Please clearly state whether these services are included as part of your company's standard offering at no extra charge. If not, describe any additional costs associated with these services and supplies for NEO|SO Participants [COST].

2.4.5 Service Level Agreements – Please describe your company's standard Service Level Agreement that will be provided to NEO|SO Participants at no extra charge, ways in which you measure your Service Level performance, and how your company is held accountable for meeting or exceeding those Service Levels [TECHNICAL].

2.4.6 Reviews – Please describe the types and frequency of account reviews your company will perform with NEO|SO Participants to help manage down costs over time [TECHNICAL].

2.4.7 Transition Plan – Please describe your company's Transition Plan methodology when replacing existing suppliers and which members of your organization will be involved in planning and implementing those transitions for NEO|SO Participants [TECHNICAL].

2.4.8 Supplier Staffing – Are there specific representatives from your company who will work directly with NEO|SO and its Participants? Please identify each of those individuals and the role(s) that they will perform [TECHNICAL].

2.4.9 Efficiency – In what ways will your company help NEO|SO Participants become more cost effective and operate more efficiently with regard to in-house printing and copying? Please provide relevant customer examples [TECHNICAL].



2.4.10 Product Ordering – In what ways will your company help NEO|SO Participants become more cost effective when ordering products? Please provide relevant customer examples [TECHNICAL].

2.4.11 Outsourced Print On Demand – Please describe your company's ability to offer offsite print on demand services to NEO|SO Participants. How would these services integrate with the in-house printing capabilities and Rules-Based Printing? What other value-added services does your company offer relative to optimizing the total cost of ownership for a NEO|SO Participant by leveraging a combination of in-house print management and outsourced on demand printing [TECHNICAL]? Please detail the costs or pricing methodology associated with outsourced on demand printing [COST].

2.4.12 Other Value-Added Programs – What other value-added programs and/or processes will your company make available to NEO|SO Participants? What types of new and novel programs has your company developed that will be available to NEO|SO Participants? Will you make new programs and processes that are developed in the future available to NEO|SO Participants [TECHNICAL]? Please clearly state whether these services are included as part of your company's standard offering at no extra charge. If not standard, describe any additional costs or pricing methodologies associated with these services for NEO|SO Participants [COST]

2.5 Facilities Management Services. Please define and describe your company's capabilities to provide Facilities Management Services to NEO|SO Participants. Please clearly state your company's approach in managing an existing or new NEO|SO Participant Reprographics and Copy Center operation [TECHNICAL]. Please describe any costs associated with providing these services for NEO|SO Participants [COST].

2.6 Document Security Solutions. Please describe your company's security solutions that at a minimum address the management of security and compliance at hardware device, document, and network levels. Please provide examples of solutions your company has provided to other "security-minded" customers [TECHNICAL]. Please describe any costs associated with providing these solutions for NEO|SO Participants [COST].

2.7 Natural Disaster Plan Services. Please describe how, in the event of a natural disaster at a NEO|SO Participant, your company would assist the NEO|SO Participant in its primary purpose to protect the safety and health of the NEO|SO Participants' occupants by considering the NEO|SO Participant as a number one priority for emergency response [TECHNICAL]. Please



describe any costs associated with providing these services for NEO|SO Participants [COST].

3. Distribution & Delivery of Supplies & Parts.

3.1 Distribution to NEO|SO Participants. Please outline the ways in which your company will distribute products to NEO|SO Participants.

3.1.1 Standard Delivery – What is standard delivery time for MFD's, Laser Printers, Facsimiles, Production Equipment, Wide Format Equipment, and Supplies for all devices? Is there a deadline for orders to be filled for standard delivery [TECHNICAL]?

3.1.2 Other Fees – Please describe any other fees that NEO|SO Participants will be charged for the delivery of product (i.e., restocking fees, same day delivery fees, etc.) [COST].

3.1.3 Third Party Delivery Companies – Please identify and, for non-international companies such as FedEx or UPS, describe any third party companies your company will use for distribution [TECHNICAL].

3.1.4 Desktop Delivery – Does your company offer desktop delivery [TECHNICAL]? What are the additional fees for this type of delivery, if any [COST]?

3.2 Distribution Performance Standards. Please define and describe your company's distribution performance standards. How do these distribution performance standards compare to industry standards [TECHNICAL]?

4. Pricing

4.1 Attachment H – Equipment Hardware, Software, and Accessories Pricing. Suppliers are required to complete **Attachment H – Equipment Hardware, Software & Accessories Pricing.** This document outlines the make and model of equipment as well as pricing discounts your company will make available to NEO|SO Participants at various volumes of spending levels for either individual NEO|SO Participants or the collective spend of all NEO|SO Participants through the contract, or both. Note: respondents may choose to present alternative volume levels or “break points” for pricing equipment to NEO|SO Participants [COST].

4.2 Attachment I – Service & Supplies Pricing. Suppliers are required to complete **Attachment I – Service & Supplies Pricing.** NEO|SO is aware that service pricing is partially determined on model and monthly volume. Please provide a cost per page range based on volume or some other



variable that will include all service and supplies (except paper). Please provide black and white cost per page and color cost per page. Include a minimum and maximum cost per page for black and white and color [COST].

Suppliers are to provide service and supplies pricing on a cost per page basis for Color and Black & White MFD's, Facsimiles, Laser Printers, Product Equipment, and Wide Format. When selecting the family of devices your company is recommending, please consider NEO|SO's desire to minimize variation in network configuration, standardize the end-user experience as much as possible, and maximize the longevity of each piece of equipment [COST].

- 4.3 Alternative Pricing Scenarios.** In addition to the pricing scenarios outlined in **Attachment H & Attachment I**, please provide your company's alternative recommended approach, if any, for pricing hardware, software, and services to NEO|SO's Participants as part of this Print Management Program [COST]. Your response should address the following points, at minimum:

- 4.3.1 Flexible Pricing Models** – Do you recommend a flexible pricing model? If so, please describe the model and the benefits to both your company and NEO|SO's Participants of following this approach [COST].
- 4.3.2 Total Cost of Ownership** – NEO|SO is seeking to develop a Print Management Program and associated pricing structure that reduces the total cost of ownership (the "TCO") for NEO|SO Participants. What program design [TECHNICAL] and pricing approach [COST] do you recommend to actively manage a NEO|SO Participant's TCO during the lifecycle of this contract?
- 4.3.3 Existing Lease Agreements** – Describe your ability and willingness to assist NEO|SO Participants in managing their existing lease agreements [TECHNICAL]. Please detail any additional costs associated with managing existing lease agreements for NEO|SO Participants [COST].
- 4.3.4 Increase in Print Demand** – Suppose print demands for individual NEO|SO Participants increase due to special projects or other factors. How would this change impact service levels [TECHNICAL] and pricing [COST]?
- 4.3.5 Decrease in Print Demand** – Suppose print demands for individual NEO|SO Participants decrease due to changes in a NEO|SO Participant's organization or other changes. How would this decrease impact service levels [TECHNICAL] and pricing [COST]?



4.3.6 Technology Upgrades – Describe if your company has a process and program to upgrade for technology enhancements and product innovations during the term on the contract [TECHNICAL]. Please detail any additional costs associated with incorporating technology upgrades and also how this may impact service levels and pricing [COST].

4.4 Price Changes During the Term of the Contract. This agreement has an award period of four (4) years with four (4) one (1) year renewal options upon mutual consent of NEO|SO and the winning supplier. Are all prices fixed for the four (4) year contract period or will there be price changes? If there will be price changes during the course of the contract, please provide a detailed explanation of your company's proposed approach for determining under what circumstances prices will change, how frequently those changes could occur, the proposed communication plan to alert NEO|SO and NEO|SO's Participants to any proposed change, the approval process for NEO|SO to confirm or authorize any price change, etc. [COST].

4.5 Early Payment Discounts. Please describe any early payment discounts that your company will make available to NEO|SO Participants as well as the terms and conditions that must be met by NEO|SO Participants to qualify for those early payment discounts [COST].

4.6 Other Discount Programs. Please outline any other discount programs your company will make available to NEO|SO Participants, whether collectively, individually, or both [COST].

5. Rebates & Other Financial Incentives.

5.1 Conversion Allowances. Please outline any financial programs or conversion allowances your company will offer individual NEO|SO Participants to convert from their current supplier to this agreement. Is there a minimum annual purchasing volume or other commitment required for Participants to qualify [COST]?

5.2 Rebates. Please outline any rebates to either individual NEO|SO Participants or to all Participants or both that your company will offer based on volume of spend, volume of printing, or other metrics. Will these rebates increase based on increases in year-over-year spending, equipment installations, total volume of spend through the contract, or any other factors [COST]?

5.3 Other Financial Incentives. Please outline any other financial incentives your company will offer NEO|SO or its Participants as part of this agreement and the terms and conditions associated with those incentives, if any [COST].



6. Marketing.

- 6.1 **Existing NEO|SO Participants.** Please outline your company's plan to assist NEO|SO in marketing this agreement to NEO|SO's existing 100+ public sector Participants [TECHNICAL].
- 6.2 **Public Sector Entities Across Ohio.** Membership in NEO|SO is available to any of the more than 3,700 public sector entities (including municipalities, counties, special districts, public colleges and universities, and public K-12 school districts) as well as many other entities (including not-for-profits, private and charter K-12 school districts, private companies, and private colleges and universities) across the State of Ohio. Please outline your company's plan to assist NEO|SO in marketing this agreement to entities that are eligible to join NEO|SO and utilize this Print Management Program across the State. Please identify entities whose contracts will be expiring in the next twelve (12) to eighteen (18) months who are potential utilizers of this agreement and include their approximate annual spend [TECHNICAL].
- 6.3 **Migrating Existing Customer Base.** What existing public sector business in Ohio, if any, will Supplier transition to the NEO|SO Print Management Program? Please indicate the specific entities, approximate annual contract amount, and anticipated timing for each. Note: suppliers for other programs have used the opportunity to transition existing business to a NEO|SO contract as a method for retaining existing business without having to participate in a new bid or RFP process when contracts with existing customers are set to expire [TECHNICAL].
- 6.4 **Types of Entities Eligible to Utilize Agreement.** Municipalities, colleges and universities, special districts, hospitals, not-for-profits, private companies, and public, private, and charter K-12 school districts across the country are eligible to join NEO|SO and utilize NEO|SO's group purchasing programs. Please confirm that each of these types of entities will be eligible to utilize this agreement should your company be selected as the winning supplier. If there are any types of entities that your company would exclude from this agreement, please specifically define the types of organizations that would be excluded and provide a brief explanation as to why they would not be eligible to utilize the agreement [TECHNICAL].
- 6.5 **Management of National/Manufacturer & Channel Partner/Distributor Relationships.** NEO|SO recognizes that achieving statewide (in Ohio) and/or national coverage will likely result in NEO|SO working with a combination of manufacturer direct and multiple channel distribution partners across geographic areas. In what ways will your company work to align the interests of the manufacturer direct (if applicable) and numerous channel distribution partners? What are the conflict resolution policies that your company has developed to manage potential channel conflicts? In what ways



will these internal negotiations and challenges be resolved such that NEO|SO's Participants remain unaware of and unaffected by the conflict [Technical]?

7. References.

Suppliers are required to provide at least four (4) references. Please provide references from customers for whom your company manages at least three hundred (300) printers and MFD's. Please provide customers references from entities in various parts of the State of Ohio and from various types of public sector entities (e.g., municipalities, colleges and universities, K-12 school districts, counties, etc.). References should include, at a minimum, the organization name and contact person, the number and types of units supported, other services and value provided, the start and end date of the relationship, and any recommendations provided by the customer [TECHNICAL].

8. Administration.

8.1 Billing Options. Describe in detail the different billing options available to NEO|SO Participants as part of this agreement [TECHNICAL].

8.2 Forms of Payment. Can Participants utilize multiple forms of payment with this agreement? Please explain [TECHNICAL].

8.3 Participant Reporting. Describe in detail and provide samples of the different types of reports your company will make available to NEO|SO Participants (daily, monthly, quarterly, annually, etc.) [TECHNICAL].

8.3.1 Savings Reports – Will your company make potential savings reports available that outline where and how much Participants could save with alternative products [TECHNICAL]?

8.3.2 Real-Time Reporting – What reports, if any, are accessible to individual Participants in real-time online? If not available in real-time, how frequently are those reports distributed to Participants and in what format?

8.4 Sample Contract. Please provide a copy of a sample contract your company establishes with a client defining, among other things, the scope of services, service levels, pricing, audit services, etc. [TECHNICAL].

8.5 ERP Integration. Describe how your company has integrated with a client's ERP system.

8.5.1 ERP Platforms – With which ERP systems has your company integrated (SAP, Banner, Oracle, etc.) [TECHNICAL]?



8.5.2 ERP References – With which public agencies have your performed this integration? Please provide a representative list [TECHNICAL].

8.5.3 Terms & Conditions – What are the terms and conditions under which you company will integrate the back office systems of NEO|SO Participants [TECHNICAL]? What costs, if any, are associated with integrations [COST]?

8.6 E-Commerce Platform. Describe in detail your e-commerce platform and the benefits of it compared to your competitors' platforms [TECHNICAL].

9. NEO|SO Reporting.

NEOISO works hand-in-hand with Suppliers to grow spending through its Programs and maximize Supplier revenue. A key element of NEOISO's ability to deliver on this commitment is access to usable information on a timely basis. NEOISO expects Suppliers to provide the following information in electronic format in real time or on a monthly basis:

9.1 Orders Placed. Total orders placed in the prior month by individual Participant, by groups of Participants (as defined by NEO|SO), and overall [TECHNICAL].

9.2 Payments Received. Total payments received in the prior month by individual Participant, by groups of Participants (as defined by NEO|SO), and overall [TECHNICAL].

9.3 Supplier Accounts Receivable. Current Supplier Accounts Receivables report [TECHNICAL].



[illegible]

Northeast Ohio Sourcing Office RFP #2009.04.1

Please complete attachment using example format provided below

The cost per page ("CPC - cost per copy") price should include service, parts, supplies, labor, and travel. It does NOT not include paper costs. NEO|SO recognizes that the final cost per page for a Participant cannot be calculated until the Supplier completes a review of that Participant's installed equipment/projected hardware, usage levels, and financing terms. NEO|SO is asking Suppliers to provide a range of CPC pricing for each Manufacturer and Model based on a minimum monthly volume and a maximum monthly volume of printed pages, with the understanding that the final cost per page for each Participant will be determined based on the Participant's total anticipated monthly volume and the proportion of black vs. color prints.

Please note that Supplier is invited to other pricing options and levels in addition to completing this attachment below.

[illegible]

ATTACHMENT A

Northeast Ohio Sourcing Office RFP #2009.04.1

NEO/SO MODEL CONTRACT

This Agreement entered into as of the ____ day of _____ in the year of 2009.

AGREEMENT

FOR PRODUCTS AND/OR SERVICES

SET FORTH IN

RFP #2009.04.1 Dated April 2, 2009

between

THE NORTHEAST OHIO SOURCING OFFICE (“NEO|SO”)

5422 East 96th Street, Suite 150
Cleveland, Ohio 44125

And

SUPPLIER

TABLE OF CONTENTS

SECTION 1. BUSINESS TERMS	2
Section 1.1 Products; Appendices.....	2
Section 1.2 Commencement of Program and Related Services.....	2
Section 1.3 Terms in Appendices.....	2
Section 1.4 Personnel and Equipment	2
Section 1.5 Operational Control.....	2
Section 1.6 Rates and Charges.....	3
Section 1.7 Employment.....	3
Section 1.8 Confidentiality	3
Section 1.9 Publicity and Joint Marketing	4
Section 1.10 Exclusive Dealing	4
Section 1.11 No Third-Party Beneficiaries; Survival of Representations	5
SECTION 2. TERMS AND CONDITIONS.....	5
Section 2.1 Independent Contractor	5
Section 2.2 Technical Systems; Intellectual Property	5
Section 2.3 Title and Delivery	5
Section 2.4 Inspection and Approval	6
Section 2.5 Warranties	6
Section 2.6 Indemnification	6
Section 2.7 Notice & Opportunity to Defend; Limitations & Thresholds	7
Section 2.8 Supplier Insurance.....	8
Section 2.9 Termination Rights.....	8
Section 2.10 Audit of Supplier	9
Section 2.11 Force Majeure	10
Section 2.12 Notices.....	10
Section 2.13 Waiver	11
Section 2.14 Governing Law; Invalidity.....	11
Section 2.15 Modification	11
Section 2.16 Assignment.....	11
Section 2.17 Entire Agreement.....	11
Section 2.18 Execution in Counterparts	11
Section 2.19 Titles and Headings	11
Section 2.20 Severability	12
Section 2.21 Mediation; Arbitration.....	12
Section 2.22 No Construction Against Drafter	13
Section 2.23 Nondiscrimination and Intimidation	13
APPENDIX A: TERM OF AGREEMENT; NOTICES	15
APPENDIX B: PRICING & PAYMENT TERMS.....	16
APPENDIX C: SUPPLIER REPORTING REQUIREMENTS	17
APPENDIX D: TRADEMARKS	18

THIS AGREEMENT (this "Agreement"), is entered into by and between The Northeast Ohio Sourcing Office Company, an Ohio 501 (c) 3 not-for-profit corporation organized as a council of governments under Section 167 of the Ohio Revised Code, with its principal place of business at 5422 East 96th Street, Suite 150, Cleveland, Ohio 44125 ("NEO|SO") and _____, a _____ corporation with its principal place of business at _____ ("Supplier"). Throughout this Agreement, both NEO|SO and Supplier shall be referred to interchangeably as in the singular "Party" or in the plural "Parties."

RECITALS

A. NEO|SO is a Council of Governments formed under Section 167 of the Ohio Revised Code. By virtue of this designation, any county, city, township, village, school district, special district, other public entity, public or private educational institution, or non-profit organization in the region may join NEO|SO as a member (the "Members"). In the spirit of fostering public-private partnerships, NEO|SO enables private companies and organizations to utilize its product and service offerings as NEO|SO affiliate members (the "Affiliates"). NEO|SO also extends affiliate member privileges to public and private sector entities throughout the United States. (Collectively, Members and Affiliates are referred to throughout this Agreement as the "Participants.")

B. NEO|SO was organized, among other things, to enable its Participants to create leverage through collaborative procurement, achieve better pricing through standardized specifications and processes, and to capture measurable value through improved service levels and reduced operating costs.

C. NEO|SO works with suppliers of various goods and services ("Suppliers") to reduce its Participants' acquisition costs, lower the administrative burden of contracting separately with individual public and private sector entities, improve customer service levels, and increase total Supplier revenue.

D. NEO|SO issued RFP #2009.04.1 dated April 2, 2009 ("NEO|SO RFP") for purchasing on behalf of its Participants goods and services of the quantity and type specified in the RFP ("Products & Services") and such Products & Services shall be ordered, delivered, paid for, and documented pursuant to the terms of this Agreement.

E. NEO|SO has determined that Supplier submitted the lowest, responsive, and responsible bid in response to NEO|SO's RFP for the Products & Services subject to this Agreement.

F. NEO|SO desires to make the Products & Services from Supplier available to its Participants and Supplier desires to provide the same to all of the NEO|SO Participants subject to this Agreement.

The Parties hereby agree to the following terms and conditions.

SECTION 1. BUSINESS TERMS

Section 1.1 Products & Services; Appendices. Supplier agrees to provide the Products & Services as may be agreed to by NEO|SO and Supplier in accordance with the specific terms and conditions set forth in this Agreement and the appendices attached hereto and made a part of this Agreement (if one, an "Appendix" or more, "Appendices"). The Appendices in this Agreement are listed in the Table of Contents. Appendix A defines the Term of this Agreement and Notice requirements. Appendix B sets forth the pricing and payment terms for the Products & Services subject to this Agreement. Appendix C defines Suppliers' Reporting requirements to NEO|SO for the Products & Services subject to this Agreement. Appendix D identifies each Party's trademarks authorized for use by the other Party.

Section 1.2 Commencement of Program and Related Services. No commitment to purchase the Products & Services from Supplier may be made by any Participant except by the execution of such credit applications, forms, agreements, appendices, or other documentation as mutually agreed upon by NEO|SO and Supplier.

Section 1.3 Terms in Appendices. In all cases where the terms of this Agreement and any Appendices are in disagreement, the terms in the Appendices shall control.

Section 1.4 Personnel and Equipment. The Parties agree that the number and types of any subcontractors, personnel, or specialized equipment which may be required to furnish the Products & Services to the Participants will be determined by Supplier. Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types and quantities of Products & Services specified in Appendix "B" to all Participants throughout the Term of this Agreement.

Section 1.5 Operational Control.

(a) **Control.** As between the Parties, Supplier will have sole and exclusive control over the manner in which Supplier and its employees, subcontractors, and suppliers deliver the Products & Services. Supplier will engage, employ, or subcontract with such individuals or other entities as it may deem necessary in connection therewith, provided, however, that Supplier furnishes the types and quantities of Products & Services specified in Appendix "B" to all Participants purchasing Products & Services throughout the Term of this Agreement. Such individuals will not be considered employees or subcontractors of NEO|SO, or any Participant, and will be subject to employment or engagement, and discharge, discipline, and control solely and exclusively by Supplier.

(b) **Taxes.** Except as otherwise specified herein, Supplier assumes full responsibility for the payment of wages and fringe benefits, local, state, and federal payroll taxes or contribution of taxes for unemployment insurance, pensions, workers' compensation, and other Social Security and related protection with respect to the persons engaged by Supplier in the performance of this Agreement, on and after the date those persons become engaged by Supplier. Supplier shall make and submit, in its name, all reports and payments required by federal, state, or local laws related to its employees, agents, or independent contractors. If applicable, Participant agrees either to pay directly all property or sales taxes, licenses, charges, and assessments properly levied by any properly constituted governmental authority upon the Products & Services provided hereunder, or to reimburse Supplier therefore if paid by Supplier.

Section 1.6 Rates and Charges. The rates, fees, and charges to be charged to and paid by Participant are set forth in Appendix B. Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives except those set forth in Appendix B. If the application of any rate, fee, charge, or other monetary incentive as set forth in Appendix B will create a hardship to Supplier or NEO|SO the applicable rate, fee, or charge may be equitably adjusted to prevent such hardship pursuant to Appendix B, upon written agreement of both parties.

Section 1.7 Employment. Neither Party will solicit, or cause any other person to solicit, any employees or contractors of the other Party, who are or were employed or engaged on the Effective Date of this Agreement or an applicable Appendix or who became employed or engaged by that Party during the Term of this Agreement or an applicable Appendix.

Section 1.8 Confidentiality.

(a) **Obligation.** The nature and details of the business relationship covered by this Agreement, and the business information regarding the other Party (the "Disclosing Party") to which each Party (the "Receiving Party") may become privy during the Term of this Agreement (collectively the "Information") constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Party's Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Party's Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees, agents, and subcontractors with a need to know the Information. The foregoing will not limit either Receiving Party, for purposes of marketing, from informing actual or potential Participants of the existence of a service relationship between the Parties. Supplier and NEO|SO further agree that they will require that all of their employees, agents, and subcontractors abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this Section will continue in effect for the Term of this Agreement and for a period of two (2) years after the date this Agreement is terminated or expires.

(b) Exceptions. Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by Supplier, by Participant, or their representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, or (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written notice at the Addresses for Notices set forth in Appendix A of such threatened disclosure and the right to defend against such disclosure, at its expense, and provided further that the original Receiving Party will cooperate reasonably in such defense.

Section 1.9 Publicity and Joint Marketing.

(a) Publicity. Either Party may issue a press release or other public announcement with respect to this Agreement with the prior, written consent of the other Party.

(b) Joint Marketing / Logo Use. Supplier authorizes NEO|SO to use Supplier's trademarks identified in Appendix D ("Supplier Trademarks"). NEO|SO authorizes Supplier to use NEO|SO's trademarks identified in Appendix D ("NEO|SO's Trademarks"). Each Party's use will be limited solely for joint marketing efforts, including, but not limited to, utilizing the same on correspondence, collateral, agreements, websites, newsletters, or other marketing materials.

(c) NEO|SO Use of Supplier Name/Logo. Supplier authorizes NEO|SO and Collaborant to utilize Supplier Trademarks and name in standard communication, including correspondence, newsletters, and website material.

Section 1.10 Exclusive Dealing. Unless otherwise identified by the Parties in writing as pre-existing business, during the Term of this Agreement Supplier will not directly or indirectly, through any representative, agent or otherwise, solicit or entertain offers from, negotiate with or in any manner encourage, discuss, accept, or consider any proposal of any Participant relating to the acquisition of Products & Services offered by Supplier through NEO|SO to a Participant under the terms of this Agreement; provided, however, that nothing in this Agreement shall restrict Supplier or any of its affiliates from responding during the Term of this Agreement to one or more solicitations from a Participant or group of Participants, directly or indirectly, for bids or proposals for Products & Services subject to this Agreement to be purchased from Supplier or any of its affiliates after the Term of this Agreement. During the Term of this Agreement, Supplier may, either directly or indirectly, through any representative, agent or otherwise, solicit or entertain offers from, negotiate with or in any manner encourage, discuss, accept, or consider any proposal of any Participant relating to the acquisition of

any Products & Services that are not offered by Supplier through NEO|SO to a Participant under the terms of this Agreement.

Section 1.11 No Third-Party Beneficiaries; Survival of Representations. This Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Agreement. All representations, warranties, covenants and agreements of Supplier will remain in full force and effect regardless of any termination of this Agreement.

SECTION 2. TERMS AND CONDITIONS

Section 2.1 Independent Contractor. In the performance of this Agreement, Supplier will be an independent contractor, and will not be or act as, or be deemed to be, otherwise an agent, employee, or representative of NEO|SO or any Participant. Supplier's employees will not be deemed to be NEO|SO's employees or an employee of any Participant. Nothing contained in an Appendix or this Agreement may be construed to be inconsistent with that relationship or status. NEO|SO and all Participants exercise no direct control or supervision over the employees of Supplier and, in fact, disavow any right to do so, and NEO|SO and all Participants in no way direct the operations of Supplier or the manner of its performance. No joint venture or other relationship between Supplier and NEO|SO or any Participant is created hereby.

Section 2.2 Technical Systems; Intellectual Property. Supplier will retain title to its pre-existing proprietary systems and methodologies used in connection with the delivery of Products & Services during the course of this Agreement, including, but not limited to, descriptions of the systems or methodologies, document templates, and/or project tools and software, whether owned by Supplier or licensed to Supplier by a third Party and incorporated into any Sale of Products & Services ("Supplier Systems and Methods"). Supplier shall grant a limited license to all Participants to use Suppliers' Systems and Methods during the Term of this Agreement when required by the terms of the NEO|SO RFP issued prior to the execution of this Agreement.

Section 2.3 Title and Delivery. All goods and materials furnished under this Agreement shall be delivered F.O.B. to jobsite by appropriate modes of transportation. Supplier shall bear the full risk of loss of any goods purchased pursuant hereto until goods are delivered to and received and accepted by Participant, at which point such risk shall pass to Participant. Further, all materials furnished under this Agreement are to be suitably packaged or otherwise prepared for shipment by Supplier to protect the same during transportation. No charge shall be made for packaging, boxing, freight, insurance, storage, or drayage unless specifically authorized by the Participant in writing. Supplier shall be liable for damage to materials described herein caused by improper boxing, freight, packing, or transportation. When usual terms of tariffs do not include insurance, shipments must be forwarded properly insured to their full sale prices thereunder.

Section 2.4 Inspection and Approval. All goods, wares, material, and merchandise delivered to and received by Participant shall be subject to the Participant's inspection and approval, despite prior payment therefor. Goods, wares, materials, or merchandise other than those specified shall not be substituted without Participant's written authorization. Upon discovery by the Participant that the material furnished contain any defect, patent or latent, or that the materials fail to conform to the foregoing warranty, Participant shall have the right to (1) reject delivery of the material, or, if they have been accepted, to return them to Supplier, receive any freight, storage, handling or other expenses incurred by the Participant and be relieved of any payment for the purchase price thereof; or if payment has been made, to recover the purchase price so paid plus all freight, storage, handling or other expense incurred by Participant; (2) to recover all expenses incurred in reworking the material in an attempt to make it usable; (3) cancel the balance of the order, and/or (4) Supplier shall fully indemnify Participant for all loss, cost or expense (including attorney fees and costs) incurred by Participant which are caused in whole or part by any allegations of product defect, patent or latent. Materials so returned shall not be replaced without Participant's written replacement order. Participant's rights as set forth in this paragraph shall not be construed to limit or effect any other rights which Participant may have under this Agreement or under the terms of Supplier's warranty herein.

Section 2.5 Warranties. The Supplier expressly warrants and guarantees the merchantability, fitness, and fitness for particular use of all materials and goods furnished pursuant to this Agreement and expressly warrants and guarantees compliance with the specifications or samples of all goods, wares, materials, and/or merchandise furnished pursuant to this Agreement. Supplier agrees to indemnify and save harmless the Participant and all third Party users of the final Products & Services with respect to all losses, costs, expenses (including attorney fees), and damages, including, but not limited to, consequential damages and special damages, incurred or as a consequence of any breach of this warranty by Supplier. Further, Supplier agrees to transfer and assign to Participant prior to receiving final payment any and all warranties which it may receive from any person, firm, or corporation selling or otherwise providing any of the goods, wares, material, and merchandise being provided under this Agreement.

Section 2.6 Indemnification.

(a) **Supplier Indemnification.** Except as otherwise provided herein, Supplier shall indemnify, defend, and hold harmless ("Indemnifying Party") NEO|SO, its officers, directors, employees, subcontractors, agents, Collaborent Group, Ltd. and all Participants pursuant to this Agreement (the "Indemnified Party") from and against any and all liabilities, damages, fines, penalties, costs, claims, interest, and expenses (including costs of defense, settlement and reasonable attorneys' fees) including any claim arising from environmental health and safety laws or regulations, which are generated by claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits which arise out of damage to or destruction of any property, or bodily injury (including death) suffered by any person including the Indemnified Party ("Losses") to the

extent they are caused by the breach of this Agreement, negligence, willful misconduct, noncompliance with applicable laws, or strict products liability of the Indemnifying Party or its agents, employees, and subcontractors. With respect to a claim under this Agreement, the liability of the Indemnifying Party is limited to the extent of such Indemnifying Party's gross negligence or willful misconduct.

(b) NEO|SO Indemnification. Except as otherwise provided herein, NEO|SO shall indemnify, defend, and hold harmless ("Indemnifying Party") Supplier, its officers, directors, employees, subcontractors, and agents, pursuant to this Agreement (the "Indemnified Party") from and against any and all liabilities, damages, fines, penalties, costs, claims, interest, and expenses (including costs of defense, settlement and reasonable attorneys' fees) including any claim arising from environmental health and safety laws or regulations, which are generated by claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits which arise out of damage to or destruction of any property, or bodily injury (including death) suffered by any person including the Indemnified Party ("Losses") to the extent they are caused by the breach of this Agreement, negligence, willful misconduct, noncompliance with applicable laws, or strict products liability of the Indemnifying Party or its agents, employees, and subcontractors. With respect to a claim under this Agreement, the liability of the Indemnifying Party is limited to the extent of such Indemnifying Party's gross negligence or willful misconduct.

Section 2.7 Notice & Opportunity to Defend; Limitations & Thresholds.

(a) Notice; Opportunity. If any Losses are asserted against the Indemnified Party, such Party will notify the Indemnifying Party as promptly as practicable and give it an opportunity to defend the same, provided that the attorneys accepting the defense on behalf of the Indemnified Party shall be acceptable to the Indemnified Party. The Indemnified Party will extend reasonable cooperation to the Indemnifying Party in connection with such defense. In the event that the Indemnifying Party in connection with such claim fails to defend against the claim within a reasonable time, the Indemnified Party will be entitled to assume the defense thereof, and the Indemnifying Party will be liable to repay the Indemnified Party entitled to indemnification for all its expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees and settlement payments) until the Indemnifying Party assumes such defense, with attorneys acceptable to the Indemnified Party.

(b) Liability. Notwithstanding any other provision of this Agreement, indemnity obligations entered into hereunder will be due only to the extent of the Losses actually suffered by an Indemnified Party (i.e., reduced by any offsetting or related asset or service received and any recovery from any third Party, excepting an insurer). The Indemnifying Party will be subrogated to all rights of the Indemnified Party against any third Party with respect to any claim for which indemnity was paid.

Section 2.8 Supplier Insurance. During the Term of this Agreement, and for three years following expiration or termination of this Agreement, Supplier, at its own expense, will maintain and will require that its agents or subcontractors maintain general liability insurance, property insurance, automobile insurance, and other appropriate policies of insurance providing protection (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Agreement, or any Appendix, and with respect to, or arising out of, Supplier's providing of Products & Services to Participants. NEO|SO's RFP No. and Date shall be identified on the certificate of insurance and NEO|SO, its officers, directors, employees, agents, including Collaborant Group, Ltd., and all Participants pursuant to this Agreement shall be named as additional insureds on Supplier's insurance policies. All insurance policies shall incorporate a provision requiring the giving of written notice to NEO|SO at the Addresses for Notices set forth in Appendix A at least 30 days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Supplier shall submit to NEO|SO within ten calendar days after the effective date of this Agreement and prior to furnishing Products & Services to any Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies.

Section 2.9 Termination Rights. The Parties shall have the termination rights set forth below.

(a) Insolvency. If a petition in bankruptcy is filed by Supplier, or if Supplier is adjudicated as bankrupt, or if Supplier makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of Supplier, then NEO|SO, without prejudice to any other right or remedy, may terminate this Agreement as it relates to Supplier upon giving at least five (5) calendar days prior written notice of such termination.

(b) Mutual Consent. This Agreement, or any Appendix, may be terminated at any time by the mutual written consent of both NEO|SO and Supplier.

(c) Breach. In the event that either Party commits a material breach of its obligations under this Agreement, except for a payment obligation, the non-breaching Party will provide written notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach, or, if the Parties agree that a cure is not feasible within thirty calendar (30) days, such period of time for cure as the Parties may agree in writing. If the breach is not cured within such period, then the Party not in breach may terminate this Agreement upon ten (10) calendar days prior, written notice at the Addresses for Notices set forth in Appendix A.

(d) Suspension of Deliveries. Supplier may suspend deliveries to a Participant if that Participant is in breach of its payment obligation under this Agreement, but only after Supplier provides the Participant with written notice and provides NEO|SO with a written copy of that notice at the Addresses for

Notices set forth in Appendix A and provides the Participant with three (3) additional calendar days to cure its payment obligation. If a suspension of deliveries occurs after a Participant has received written notice and an opportunity to cure the nonpayment, the Participant will have the right to cure the breach with payment due in full. Thereafter Supplier shall resume deliveries to the Participant. Supplier shall have no right to suspend any portion of any deliveries to any Participant for any Products & Services ordered during the Term of this Agreement when the Participant is not in breach of its payment obligations except for an Event of Force Majeure. Failure of Supplier to deliver all Products & Services ordered by any Participant when the Participant is not in breach of its payment obligations and no Event of Force Majeure prevents delivery of the Products & Services ordered by any Participant shall constitute a material breach of this Agreement by Supplier and shall entitle NEO|SO to immediately obtain injunctive relief in the form of specific performance from a court with competent jurisdiction over the Parties.

(e) Termination by NEO|SO for Convenience. Upon thirty (30) days prior written notice NEO|SO may terminate the purchase of Products & Services by its Participants pursuant to this Agreement in whole or, from time to time, in part, if NEO|SO determines that a termination is appropriate for its convenience. NEO|SO shall terminate for convenience by providing written notice at the Addresses for Notices set forth in Appendix A specifying the extent of termination and the effective date ("Notice of Termination for Convenience."). After the Supplier's receipt of a Notice of Termination for Convenience, Supplier shall immediately proceed with the following obligations:

- (i) Stop work as specified in the notice;
- (ii) Place no further subcontracts or orders for Products & Services except as necessary to complete the continued portion of this Agreement;
- (iii) Terminate all subcontracts to the extent they relate to the Products & Services terminated upon approval of NEO|SO; and
- (iv) Complete delivery of all Products & Services not terminated pursuant to issuance of a Notice of Termination for Convenience.

Following the issuance of a Notice for Termination for Convenience, the pricing and payment terms of Appendix B shall continue to apply, provided Supplier performs its obligations in subsections (e)(i) through (iv) above.

Section 2.10 Audit of Supplier.

(a) Products Audit. NEO|SO will have the right to physically inspect the Products & Services being provided by Supplier, and to perform audits, including inspection of books, records, and computer data relevant to Supplier's provision of the Products & Services, to ensure that pricing, inventory, quality,

process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Supplier and so as not to unreasonably interfere with Supplier's business or operations.

(b) **Personnel.** If NEO|SO or any Participant has a legitimate basis for concern related to the fitness or suitability of any employee, independent contractor agent or subcontractor of Supplier during the Term of this Agreement, then NEO|SO or any Participant may request that Supplier's employees or independent contractors providing Products & Services or related services at any of the Participant's location(s) must submit to a criminal history background check. Following a review of the criminal history background of any such employee, or independent contractor, agent, or subcontractor, NEO|SO, in its sole and reasonable discretion and after consulting with the Participant(s), will determine the fitness or suitability of such employees, independent contractors, agents, or subcontractors to provide the Products & Services or related services at the Participant's location(s). Supplier shall, after receiving written notice at the Addresses for Notices set forth in Appendix A, remove the employees, independent contractors, agents, or subcontractors set forth in the written notice from servicing NEO|SO or its Participants and shall replace the employees, independent contractors, agents, or subcontractors set forth in the written notice with individuals who are acceptable to NEO|SO and the Participant.

Section 2.11 **Force Majeure.** This Agreement will be temporarily suspended during any period to the extent that Supplier or NEO|SO during that period is unable to carry out its obligations under this Agreement or the Appendices by reason of an Act of God or the public enemy, fire, flood, labor disorder not caused by Supplier, civil commotion, closing of the public highways not caused by Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("Event of Force Majeure"). Neither Party will have any liability to the other Party for delay in performance nor failure to perform to the extent this Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Agreement. If deliveries are impeded due to an Event of Force Majeure, then Supplier may apportion deliveries of Products & Services among its present and future customers on a fair and reasonable basis after consulting with NEO|SO and the Participant and in a manner that would not reasonably be expected to disproportionately affect the Participants.

Section 2.12 **Notices.** All notices, claims, certificates, requests, demands and other communications required or permitted hereunder must be in writing and will be deemed given if delivered personally or mailed (registered or certified United States mail, postage prepaid, return receipt requested) or sent by facsimile with confirmation copy by mail delivered in the aforesaid manner to the Party's address set forth in Appendix A or to such other address as the Party to whom notice is to be given may have previously furnished to the other in writing in the manner set forth above, provided that notice of a change of address will be effective only upon receipt.

Section 2.13 **Waiver.** Other than the rights and obligations with respect to payment provided by this Agreement, waiver by either Party of or the failure of any Party hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Agreement by the other Party may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Agreement.

Section 2.14 **Governing Law; Invalidity.** This Agreement will be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Agreement is held invalid, then the remainder of this Agreement will continue in force as if the invalidated provision did not exist.

Section 2.15 **Modification.** No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Agreement, or any of the Exhibits or Appendices referred to herein, will be binding upon either Party unless set forth in a writing signed by both Parties.

Section 2.16 **Assignment.** This Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Party. Any instrument purporting to make an assignment in violation of this Section will be null and void.

Section 2.17 **Entire Agreement.** This Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between NEO|SO and Supplier with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. If NEO|SO or a Participant uses any purchase order, order request, or other document in connection with purchases hereunder that is not attached to this Agreement as an exhibit or appendix, the terms of such documents will have no effect. The Parties acknowledge that this Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Agreement.

Section 2.18 **Execution in Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but, all of which will be considered one and the same agreement, and will become a binding agreement when one or more counterparts have been signed by each Party and delivered to the other Parties. For purposes of this Agreement, a facsimile or electronic signature shall be deemed an original signature.

Section 2.19 **Titles and Headings.** Titles and headings to sections herein are inserted for the convenience of reference only and may not be deemed to be a part of or to affect the meaning or interpretation of this Agreement.

Section 2.20 Severability. If any part, term or provision of this Agreement is declared unlawful or unenforceable, by judicial determination or performance, the remainder of this Agreement will remain in full force and effect.

Section 2.21 Mediation; Arbitration.

(a) Mediation. Any claim or controversy related to or arising out of this Agreement whether in contract or tort (“Dispute”), will be resolved on a confidential basis according to the following process, which either Party may start by delivering to the other Party a written notice describing the Dispute and the amount involved (“Demand”). After receipt of a Demand, both Parties shall continue to perform all obligations as required under this Agreement, notwithstanding the existence of the Dispute. Authorized representatives of the Parties shall meet at a mutually agreed upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved after this meeting, either Party may start mandatory non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association (“AAA”).

(b) Unsuccessful Mediation. If the Dispute remains unresolved forty-five (45) days after the receipt of the Demand, either Party may start binding arbitration under the Commercial Arbitration Rules of the AAA. The arbitration will be before one (1) arbitrator; however, before the selection of the arbitrator, a Party (whose identity will not be revealed to the arbitrators) may require, at its sole additional expense, a three (3) arbitrator panel, of which at least one arbitrator will be an attorney. No statements by, or communications between, the Parties during negotiation or mediation, or both, will be admissible for any purpose in arbitration. The arbitrator(s) will have no authority to award punitive damages or any other monetary relief not measured by the prevailing Party’s actual damages (adjustments for time value of money permitted), and will not make any decision inconsistent with the terms and conditions of this Agreement. Each Party will bear its internal expenses and attorneys’ fees and expenses.

(c) Privileged. The settlement mediation and any arbitration will be compromise negotiations and all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation or arbitration by any of the Parties, their agents, employees, experts, and attorneys or by the mediator or arbitrator, will be confidential, privileged, and inadmissible for any purpose, including impeachment under Rule 408 of the Federal Rules of Evidence and any applicable federal or state statute, rule, or common law provisions, and in any judicial or arbitration proceeding.

(d) Joinder. Either Party may join any other Party in the Arbitration Proceeding that either Party deems necessary to reach a complete adjudication of any Dispute arising under the terms of this Agreement and related to the Products & Services furnished to any Participants pursuant to this Agreement.

(e) Other Suits. Nothing in this Section will preclude a Party's recourse to a court of competent jurisdiction to (a) enforce the terms of, or an arbitration under, this Section; (b) seek temporary equitable relief or specific performance necessary to protect its interests; or (c) recover specific property, including an action in replevin.

Section 2.22 **No Construction Against Drafter.** This Agreement must be interpreted to give it fair meaning, and any ambiguity may not be construed for or against any Party.

Section 2.23 **Nondiscrimination and Intimidation.**

(a) Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Agreement or any subcontract, Supplier, its subcontractors, or any person acting on a Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code nor shall it discriminate against any citizen of this State in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

(b) Supplier expressly agrees that Supplier, any of its subcontractor or any person on behalf of Supplier or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Agreement on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code or color.

(c) Supplier expressly agrees that there shall be deducted from the amount otherwise due and payable to Supplier pursuant to this Agreement a liquidated sum of ten thousand dollars (\$10,000.00) for each person who is deemed by NEO|SO or any person or entity with authority to enforce section 4112.01 of the Ohio Revised Code to have been discriminated against or intimidated in violation of subparagraphs 2.23(a) and 2.23(b) of this Agreement.

(d) Supplier expressly agrees that this Agreement may be cancelled or terminated, in whole or in part, and all money otherwise due or to become due to the Supplier hereunder may be paid to NEO|SO as liquidated damages for a second or subsequent violation of the terms of subparagraphs 2.23(a) and 2.23(b) of this Agreement.

(e) Supplier expressly agrees to include the provisions of this subsection 2.23 in each of its written subcontract agreements for the Products & Services subject to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

THE NORTHEAST OHIO SOURCING OFFICE

SUPPLIER

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A: TERM OF AGREEMENT; NOTICES

1. The Term.

This Agreement and the Appendices executed at the time this Agreement is executed will become effective _____, 2009 (the "Effective Date"). This Agreement will remain in effect for a 4-year period and expire on June 30, 2013 (the "Termination Date").

2. Addresses for Notices.

a. If to **NEO|SO**:

President & CEO
NEO|SO
5422 East 96th Street, Suite 150
Cleveland, Ohio 44125
Facsimile: 216.581.6213
E-mail: info@NEO|SO.org

with copy to:

President & CEO
Collaborent Group, Ltd.
5422 East 96th Street, Suite 150
Cleveland, Ohio 44125
Facsimile: 216.503.4247
E-mail:
david.akers@collaborent.org

with copy to:

Terry W. Vincent, Esq.
Brouse McDowell
1001 Lakeside Avenue, Suite 1600
Cleveland, OH 44114
Facsimile: 216.830.6807
E-mail: TVincent@Brouse.com

and with copy to:

James Ervin, Esq.
Benesch Friedlander Coplan & Aronoff LLP
41 South High Street
Suite 2600
Columbus, Ohio 43215
Facsimile: 614.223.9300
E-mail: jervin@bfca.com

b. If to **SUPPLIER**:

Name
Title
Company
Address 1
Address 2
Facsimile:
E-mail:

and with copy to:

Name
Title
Company
Address 1
Address 2
Facsimile:
E-mail:

APPENDIX B: PRICING & PAYMENT TERMS

The following terms and conditions shall apply to any purchase of the Products & Services from Supplier by Participants:

APPENDIX C: SUPPLIER REPORTING REQUIREMENTS

Supplier shall provide NEO|SO with reporting detailing the utilization of its Products & Services and financial data on a regular basis as set forth below. These reports will be submitted in Microsoft Excel files or other electronic mediums requested by NEO|SO such that NEO|SO can review, analyze, and manipulate the electronic data. Supplier will provide the reports described in Paragraphs 1 and 2 below using a standard Application Programming Interface ("API") upon NEO|SO's written request.

1. **Monthly Reporting Requirements.** On the 15th day of each month during the Term of this Agreement, Supplier shall provide to NEO|SO the following information summarizing the prior month's activities for each individual Participant and on an aggregated basis for all NEO|SO Participants:

- (a) All orders placed for the Products & Services subject to this Agreement. Supplier shall include the date placed and the total dollar value inclusive of NEO|SO's administrative fee;
- (b) Accounts Receivable aging report for the prior month and contract year to date; and
- (c) The calculation of the administrative fee earned by NEO|SO for that reporting period based on all payments received during the immediately preceding month.

2. **Annual Reporting Requirements.** Thirty (30) days after the annual anniversary of the commencement of this Agreement, Supplier shall provide to NEO|SO the following information from the prior contract years' activities for each individual Participant and on an aggregated basis for all NEO|SO Participants:

- (a) The total orders placed, including: (i) the total number of orders placed; (ii) total dollar value of orders placed, inclusive of NEO|SO's fee; and (iii) the specific Products & Services ordered and the total quantity of each;
- (b) Accounts Receivable Aging Report for the contract year; and
- (c) The calculation of the total administrative fee earned by the NEO|SO for the prior contract year.

APPENDIX D: TRADEMARKS

Supplier's Trademarks:

Word mark:

Stylized Mark and Logo:

NEO|SO's Trademarks:

NEO|SO has not completed trademarking either its name or its logo. Subject to the terms of **Section 1.9 Publicity and Joint Marketing**, NEO|SO authorizes Supplier to utilize:

Word:

NEO|SO and/or Northeast Ohio Sourcing Office

Stylized Logo:

The logo consists of the word "NEO" in a dark blue, serif font, followed by a vertical red line, and then the letters "SO" in a light blue, sans-serif font.

ATTACHMENT B

Northeast Ohio Sourcing Office RFP #2009.04.1

REQUIRED SUPPLIER INFORMATION & CERTIFICATIONS

Purpose: NEO|SO requires the following information about Suppliers who submit proposals in response to any NEO|SO Requests for Proposals (RFPs) in order to facilitate the development of the contract with the selected Supplier. NEO|SO reserves the right to reject a Supplier's proposal if the Supplier fails to provide this information fully, accurately, and by the deadline set by NEO|SO. Further, some of this information (as identified below) **must** be provided in order for NEO|SO to accept and consider a Supplier's proposal. **Failure to provide such required information will result in a Supplier's proposal being deemed nonresponsive to this RFP.**

Instructions: Provide the following information regarding the Supplier submitting the proposal. Suppliers may either print this attachment, complete and sign it, or may provide the required information and certifications (each fully re-stated from this attachment) on their letterhead as the opening pages of their proposals. It is mandatory that the information provided is certified with an original signature (in **blue** ink, please) from a person with sufficient and/or authorized authority to represent the Supplier. Suppliers are to provide the completed and signed information and certifications as the cover pages of their original Technical Proposal submitted to NEO|SO.

NOTE: If the RFP specified a maximum page limit for Supplier proposals, the attachment of any required certifications or other documents in response to the following information requests will NOT be counted against that page limit.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]



Suppliers must provide all information outlined below

1. NEO SO RFP Name: Print Management Program	2. Proposal Due Date: April 23, 2009
3. Supplier Name: (legal name of the Supplier – person or organization – responding to RFP)	4. Supplier Federal Tax ID # or Social Security #:
5. Supplier Corporate Address:	6. Supplier Remittance Address (or "same" if same as Item #5):

<p>7. Print or type information on the Supplier representative/contact person <u>authorized to answer questions on the proposal/bid</u>:</p> <p>Supplier Representative: Representative's Title: Address 1: Address 2: Phone #: Fax #: E-Mail:</p>
<p>8. Print or type the name of the Supplier representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the Supplier, and to whom legal notices regarding contract termination or breach should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function):</p> <p>Supplier Representative: Representative's Title: Address 1: Address 2: Phone #: Fax #: E-Mail:</p>
<p>9. Is this Supplier an Ohio certified MBE? Yes _____ No _____</p>



If yes, attach a copy of current certification to proposal. (The attachment of certification is NOT counted against any applicable RFP page limit page limit.)

10. Mandatory Supplier Certifications:

NEO|SO may not enter into contracts with any Suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Suppliers responding to any NEO|SO RFP MUST certify that they are NOT ineligible by signing each of the three statements below. **Failure to provide proper affirming signature on any of these statements will result in a Supplier's proposal/bid being deemed nonresponsive to this RFP.**

I _____ (signature of representative shown in Item # 7, above)
hereby certify and affirm that:

_____ (the submitting Supplier shown in Item # 3, above), **has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.**

AND

I _____ (signature of representative shown in Item #7, above)
hereby certify and affirm that

_____ (the submitting Supplier shown in Item # 3, above), **is not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.**

AND

I _____ (signature of representative shown in Item #7, above)
hereby certify and affirm that

_____ (the submitting Supplier shown in Item # 3, above), **either is not subject to a finding for recovery under ORC Section 9.24, or has taken appropriate remedial steps required under that statute, or otherwise qualifies under that section to enter into contracts with NEO|SO.**

11. Supplemental Contract and Equal Employment Opportunity Information on the Supplier:

- A. **Provide data on Supplier employees both nationwide (inclusive of Ohio staff) and the number of Ohio office employees:**

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	_____	_____



% of those who are Women: _____
 % of those who are Minorities: _____

B. If you are the selected Supplier and this RFP involves the provision of services to NEO|SO Participants, will you sub-contract any part of the work?

☐ NO -or-

☐ YES, but for less than 50% of the work -or-

☐ YES, for 50% or more of the work

C. If approximately 50% or more of your proposed project would be performed by one or more subcontractors, provide the following information on each subcontractor (additional pages may be added as needed):

Subcontractor Name: _____

Address: _____

Work to be Performed: _____

Estimated Percentage of Total Project: _____ (Do NOT show dollar amounts here; show % of WORK sub-contractors will perform\provide)

Subcontractor's employee information:

	Nationwide:	Ohio Offices:
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

Attach additional pages if needed



12. I have read the NEO|SO Model Contract attached to the RFP, and if awarded a contract, I will not _____ (or) I will _____ request changes to the standard language, and have marked the requested changes and returned the model document with this proposal for consideration by NEO|SO. Supplier acknowledges that it agrees to any contract terms as written that it has not marked to indicate a requested change. (If changes are requested, NEO|SO will review those requested changes if you are the selected Supplier. All requested changes to model contract language are subject to NEO|SO approval and/or subsequent negotiation.)

13. I _____, (Supplier representative in Item # 7) hereby affirm that this proposal accurately represents the capabilities and qualifications of _____ (Supplier's name), and I hereby affirm that the cost(s) bid to NEO|SO for the performance of services and/or provision of goods covered in this proposal in response to the NEO|SO RFP is a firm fixed price structure, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal\bid.)

Signature _____ Date _____

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]



READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038).
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.
- Department of Public Safety Divisions:

Administration	Ohio Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical Services	Ohio State Highway Patrol
- * DO **NOT** SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE ()		WORK PHONE ()		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME			PHONE ()	
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE	

DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? ☐ Yes ☐ No

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

APPLICANT SIGNATURE X	DATE
---------------------------------	------

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

ATTACHMENT E

Northeast Ohio Sourcing Office RFP #2009.04.1

TECHNICAL PROPOSAL SCORE SHEET

PHASE I Review – Initial Qualifying Criteria:

The proposal must meet all of the following Phase I proposal acceptance criteria in order to be considered for further evaluation. Any proposal receiving a “no” response to any of the following qualifying criteria **shall be deemed nonresponsive to this RFP and disqualified from consideration.**

ITEM #	PROPOSAL ACCEPTANCE CRITERIA	RFP Sec Ref	YES	NO
1	Was the Supplier's proposal received by the deadline as specified in the RFP?	1.7 5.1		
2	Did the Supplier submit a proposal comprised of a Technical Proposal and, in a separate, appropriately labeled, sealed envelope, a Cost Proposal?	5.1		
3	Does Supplier's proposal include all required affirmative statements and certifications, signed by the Supplier's responsible representative, as described in Attachments B and C to the RFP?	5.2 A Attach. B Attach. C		
4	Included in those certifications, does the Supplier state that it is not excluded from entering into a contract with NEO SO, due to restrictions related to the federal debarment list, unfair labor findings, or R.C. § 9.24?	4.14 5.2 Attach. B		
5	Did NEO SO's review of the Auditor of State website verifies that the Supplier is not excluded from contracting with NEO SO by R.C. § 9.24 for an unresolved finding for recovery?	4.14 5.2 Attach. B		

PHASE II Review – Criteria for Scoring of Technical Proposal:

Qualifying Technical Proposals will be collectively scored by NEO|SO. For each of the evaluation criteria given in the following score sheet, reviewers will collectively judge whether the Technical Proposal exceeds, meets, partially meets, or does not meet the requirements expressed in the RFP, and assign the appropriate point value, as follows:

0	2	5	10
Does Not Meet Requirement	Partially Meets Requirement	Meets Requirements	Exceeds Requirements

A Technical Proposal's total PHASE II score will be the sum of the point value for all the evaluation criteria (including weighting). The review team will collectively score each individual qualifying proposal. Technical Proposals which do not meet or exceed a total score of at least 3,230 points (a score which represents that the Supplier can successfully perform the resulting contractual duties by receiving an average score of 5 – Meets Requirements) out of a maximum of 6,460 points, will be disqualified from further consideration, and its Cost Proposal will not be considered. Only those suppliers whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III of the proposal evaluation process.



TECHNICAL PROPOSAL SCORING WORKSHEET							
ITEM #	EVALUATION CRITERIA	RFP SEC REF	Weight	Doesn't Meet 0	Partially Meets 2	Meets 5	Exceeds 10
NEO SO ADMINISTRATIVE & MARKETING FEE							
REQUEST FOR PROPOSAL							
1	The Supplier has agreed to remit to NEO SO an administrative fee of at least 4.5% of revenues collected by the Supplier through the end of the previous month.	1.6 A.	10				
2	The Supplier has agreed to remit to NEO SO a marketing fee of at least \$50,000 per year, payable upon execution of the Agreement and on the annual anniversary of the Agreement execution each year.	1.6 B.	10				
SUPPLIER EXPERIENCE & QUALIFICATIONS							
REQUEST FOR PROPOSAL & ATTACHMENT G							
3	Supplier is authorized by each manufacturer Supplier represents and included in its response to sell hardware across the entire state of Ohio.	2.1 G 1.4	10				
4	Supplier is authorized by each manufacturer Supplier represents and included in its response to service that manufacturer's hardware across the entire state of Ohio.	2.1 G 1.5	10				
5	Supplier has an in-house sales program to service and develop relationships with individual NEO SO Participants.	2.1	10				
6	Supplier offers comprehensive audit/analysis capabilities to identify a Participant's current total cost of printing/copying and will develop a strategy to reduce that cost.	2.1	10				
7	Supplier has provided a narrative description of previous work of the type outlined in the RFP that Supplier has successfully accomplished for other customers within the past five years (may be current and not yet completed), including details of significant accomplishments.	2.2 A.	6				
8	Supplier has provided a narrative description of any work projects Supplier has accomplished (or which are ongoing) in the past five years for government/public-sector customers, including contact information for representative public sector customers and details of significant accomplishments.	2.2 B.	8				
9	Supplier has provided a narrative summary of at least two, but no more than four, work projects similar to the work outlined in the RFP, which have been completed in the past five years that demonstrate Supplier's expertise in Print Management including contact information for representative public sector customers and details of significant accomplishments.	2.2 C.	8				
STAFF EXPERIENCE & CAPABILITIES							
REQUEST FOR PROPOSAL							
10	Supplier has: demonstrated significant expertise and comprehension of the work described in this RFP by assigning qualified staff to key leadership roles for the project, identified in their proposal, by position and by name, those staff they consider key to the Program's success; provided profiles of proposed key position staff and their resumes or curriculum vitae (CV).	2.3 A.	5				



TECHNICAL PROPOSAL SCORING WORKSHEET							
ITEM #	EVALUATION CRITERIA	RFP SEC REF	Weight	Doesn't Meet 0	Partially Meets 2	Meets 5	Exceeds 10
11	Supplier has identified and provided such justification for any additional staff positions which the interested Supplier would present as a Key Staff Designation, at the Supplier's discretion, and has included a detailed description of the role that individual will play in the contract activities as well as a copy of the individual's resume or CV.	2.3 A.	5				
12	The Supplier has presented a staffing plan which: identifies by name, title, geographic coverage area, and role the individuals would be responsible for coordinating all audits, sales, and implementations of the Print Management Program in each geographic coverage proposed to be serviced by Supplier as part of the Print Management Program,	2.3 B.	10				
CONDITIONS & OTHER REQUIREMENTS							
REQUEST FOR PROPOSAL							
13	Supplier listed current contracts it has with the State of Ohio and/or other public sector agencies in Ohio, including the purpose of each contract, dollar volume of each contract, term of each contract, and percentage of the contract that is complete.	4.1	5				
14	Supplier has disclosed whether Supplier's performance under contracts for the provision of Products that are the same or similar to those provided through the Program have resulted in any "formal claims" for breach of those contracts.	4.15	6				
15	Supplier has indicated whether the Supplier and/or any Program subcontractors have been the subject of adverse regulatory or administrative government action with respect to Supplier's performance of services similar to those described in this RFP and detailed any such instances.	4.16	4				
NEO SO MODEL CONTRACT							
REQUEST FOR PROPOSAL & ATTACHMENT A							
16	Supplier has agreed to the terms of the model contract as is or has provided specific proposed changes to the model contract.	RFP 4.6 B. Attach. A	10				
SUPPLIER INFORMATION & CERTIFICATIONS							
ATTACHMENT B							
17	Supplier has included, properly completed, and signed the Required Supplier Info. & Certifications.		10				
SUPPLIER COMPLETED W-9							
ATTACHMENT C							
18	Supplier provided a completed W-9 form.		10				
DECLARATION REGARDING MATERIAL ASSISTANCE							
ATTACHMENT D							
19	Supplier has included, properly completed, and signed the Declaration Regarding Material Assistance.		10				



TECHNICAL PROPOSAL SCORING WORKSHEET							
ITEM #	EVALUATION CRITERIA	RFP SEC REF	Weight	Doesn't Meet 0	Partially Meets 2	Meets 5	Exceeds 10
REQUIREMENTS & PROPOSAL SPECIFICATIONS							
ATTACHMENT G							
COMPANY OVERVIEW							
20	Does the Supplier demonstrate longevity and stability based on its number of years in the industry?	G: 1.1.1	2				
21	Has the Supplier won any significant recognition for its service and/or other operations?	G: 1.1.2	3				
22	Does the Supplier have a sufficient number of employees and sales reps to service current and future Participants in addition to its existing customers?	G: 1.1.3	4				
23	Did the Supplier provide its annual sales figures for 2007 and 2008 and do those numbers indicate that Supplier is large enough and stable enough to service this Agreement throughout the term?	G: 1.1.4	3				
24	Did the Supplier provide company financial statements for each of the last three (3) years (preferably audited) and do those numbers indicate that Supplier is large enough and stable enough to service this Agreement throughout the term?	G: 1.1.5	4				
25	Did the Supplier provide descriptions of any acquisitions or bankruptcies in the last three years and does that information raise any concerns about the Supplier's ability to service this Agreement?	G: 1.1.6	2				
26	Did the Supplier provide information regarding its distribution and call center locations?	G: 1.2	2				
27	Did the Supplier provide a detailed organizational chart for its business-to-business unit?	G: 1.3	5				
28	Does the Supplier have manufacturer authorization and ability to sell and service equipment on a multi-state and national basis? How broad is the geography that the Supplier can serve outside of Ohio?	G 1.6	8				
29	Did the Supplier detail its ability to provide sales and service coverage on a national basis, including utilizing a direct and/or indirect channel strategy? How well does that ability complement NEO SO's business model?	G 1.6	8				
PRODUCTS & SERVICES							
30	How complete is the Supplier's line of Multi-Functional Devices with optional accessories and software? Is the equipment of sufficient quality to meet the needs of NEO SO's Participants?	G: 2.1.1	6				
31	How complete is the Supplier's line of Laser Printers? Is the equipment of sufficient quality to meet the needs of NEO SO's Participants?	G: 2.1.2	6				
32	How extensive are the options for used and pre-owned MFD's and printers? To what extent does the percentage of pre-owned devices sold demonstrate the Supplier's success in selling pre-owned devices? How meaningful are the guarantees offered by the Supplier for used and pre-owned equipment?	G: 2.1.3	5				
33	How complete is the Supplier's line of facsimile devices with optional accessories and software? Is the equipment of sufficient quality to meet the needs of NEO SO's Participants?	G: 2.1.4	4				



TECHNICAL PROPOSAL SCORING WORKSHEET

ITEM #	EVALUATION CRITERIA	RFP SEC REF	Weight	Doesn't Meet 0	Partially Meets 2	Meets 5	Exceeds 10
34	How complete is the Supplier's line of Production Equipment with optional accessories and software? Is the equipment of sufficient quality to meet the needs of NEO SO's Participants?	G: 2.1.5	7				
35	How complete is the Supplier's line of Wide Format devices, including the sizes and substrates on which the equipment can print? How complete are the available accessories, including network connectivity and scanning options? Is the equipment of sufficient quality to meet the needs of NEO SO's Participants?	G: 2.1.6	5				
36	How extensive is the Supplier's Device Monitoring and Management offering? Does the software work across all network connected devices? How well does the solution for device monitoring and management for non-network devices meet the needs of NEO SO's Participants? Did the Supplier demonstrate the required experience and how relevant to the intent of this RFP is the experience referenced?	G: 2.2.1	10				
37	How extensive is the Supplier's Rules-Based Printing offering and how well does it extend to both networked and non-networked devices? How effective is the software at establishing network administration level rules? How well does the software gather cost data and enable chargebacks to be calculated and provided? Is the software effective across all installed and serviced devices under this contract?	G: 2.2.2	10				
38	Is scanning software already installed on the MFD's provided by Supplier? If not, does the Supplier provide additional software and how effective and easy to deploy is it?	G: 2.2.3	7				
39	Does the Supplier offer Print Release software capabilities and how does the software recommended compare to other alternatives available in the marketplace?	G: 2.2.4	8				
40	Does the Supplier offer solutions that enable Participants to increase their in-house printing utilization? How much outsourced printing can be migrated in-house through the use of these tools?	G: 2.2.5	5				
41	How meaningful are the tools offered by the Supplier to integrate Supplier's equipment with existing document management systems quickly and efficiently? Does the Supplier represent document management system providers and how do the solutions offered compare with other alternatives available in the marketplace?	G: 2.2.6	5				
42	How does the Supplier's standard service levels regarding on-site servicing, supplying, and supporting all provided hardware compare with industry standards? How valuable are any additional benefits provided by the Supplier's standard service levels?	G: 2.3.1	7				
43	What additional services and higher levels of service does Supplier make available and how meaningful are those additional service levels to NEO SO Participants?	G: 2.3.1	5				
44	How effectively can the Supplier provide on-site services and supplies to the existing laser printer population of NEO SO Participants?	G: 2.3.2	9				
45	Does the Supplier demonstrate the required levels of printer services experience and how relevant to the intent of this RFP is the experience referenced by the Supplier?	G: 2.3.3	6				



TECHNICAL PROPOSAL SCORING WORKSHEET

ITEM #	EVALUATION CRITERIA	RFP SEC REF	Weight	Doesn't Meet 0	Partially Meets 2	Meets 5	Exceeds 10
46	Does the Supplier have a meaningful process to manage back-ordered products and how effectively does the Supplier communicate with Participants regarding back-order products? How valuable are the guarantees, if any, offered by the Supplier?	G: 2.3.4	4				
47	How meaningful and broad are the "green" and sustainable products, services, and initiatives offered by the Supplier? Is the Supplier offering any "green" or sustainable opportunities that are unique in the marketplace and would enable NEO SO Participants to be differentiated in a meaningful way?	G: 2.3.5	8				
48	How effectively does the Supplier establish a baseline price per page for in-house printing and copying for a NEO SO Participant organization-wide?	G: 2.4.1	10				
49	How effectively does the Supplier identify and recommend cost-savings opportunities for NEO SO Participants?	G: 2.4.1	10				
50	How effectively will the Supplier demonstrate the savings achieved by NEO SO Participants on an ongoing basis after the Participants implement the Supplier's recommendations?	G: 2.4.1	10				
51	How effective are the Supplier's managed services in providing help desk, break-fix, preventative maintenance, end-user training, and demonstration equipment to NEO SO Participants?	G: 2.4.2	10				
52	How effective are the Supplier's managed service operations in vendor neutral management of ongoing operations, reporting / monitoring / control, and project management, including risk management, quality control, and change management?	G: 2.4.3	10				
53	How effective are the Supplier's managed service operations in delivery of hardware and supplies and installation and relocation or removal of equipment and accessories?	G: 2.4.4	6				
54	How effectively will the Supplier's standard Service Level Agreement support the needs of NEO SO Participants and how effective is the Supplier's internal Service Level performance measurements for meeting or exceeding these Service Levels? In what ways is Supplier held accountable for meeting or exceeding standard service level agreements?	G: 2.4.5	8				
55	How effective and how frequent are the Supplier's planned reviews of NEO SO Participants to help manage down costs over time?	G: 2.4.6	8				
56	How effective is the Supplier's Transition Plan methodology for replacing existing suppliers to NEO SO Participants? What Supplier personnel will be involved in planning and implementing transitions?	G: 2.4.7	6				
57	Does the Supplier clearly state which representatives of the Supplier will work with NEO SO Participants and which roles each representative will perform?	G: 2.4.8	7				
58	Through provided examples, how effective is the Supplier in reducing NEO SO Participants ongoing costs in the operation of in-house printing and copying?	G: 2.4.9	9				
59	Through provided examples, how effective is the Supplier in reducing NEO SO Participants ongoing costs in the procurement of products related to the NEO SO Print Management Program?	G: 2.4.10	8				



TECHNICAL PROPOSAL SCORING WORKSHEET

ITEM #	EVALUATION CRITERIA	RFP SEC REF	Weight	Doesn't Meet 0	Partially Meets 2	Meets 5	Exceeds 10
60	How effective is the Supplier's Outsourced Print On Demand program in driving down ongoing costs, integrating with in-house printing capabilities and Rules-Based Printing?	G: 2.4.11	5				
61	How flexible is the Supplier in offering other value-added programs (both currently available and those that will become available in the future) and/or processes to NEO SO Participants?	G: 2.4.12	9				
62	How flexible and effective is the Supplier's approach to managing an existing or new NEO SO Participant's Reprographics and Copy Center operation?	G: 2.5	5				
63	Through provided examples, how effective is the Supplier's security solutions that address the management of security and compliance at hardware device, document, and network levels?	G: 2.6	7				
64	How committed is the Supplier, in the event of a natural disaster at a NEO SO Participant, in protecting the safety and health of the NEO SO Participants' occupants by considering the NEO SO Participant as a number one priority for emergency response?	G: 2.7	5				
DISTRIBUTION							
65	How effective is the Supplier's standard delivery time for MFD's, Laser Printers, Facsimiles, Production Equipment, Wide Format Equipment, and Supplies for all NEO SO Participant's devices?	G: 3.1.1	4				
66	How robust is the Supplier's Third Party Delivery network?	G: 3.1.3	1				
67	How accommodating is the Supplier's desktop delivery program?	G: 3.1.4	4				
68	How competitive are the Supplier's distribution performance standards when compared to industry standards?	G: 3.2	4				
PRICING							
69	How effective is the design of the Supplier's Total Cost of Ownership (TCO) approach to reducing the TCO for NEO SO Participant's during the lifecycle of this contract?	G: 4.3.2	10				
70	How committed is the Supplier to assisting NEO SO Participants in managing their existing lease agreements?	G: 4.3.3	5				
71	How flexible is the Supplier in accommodating the service levels that may need to be changed due to a NEO SO Participant's special project or other unique circumstances that lead to an increase in print demand?	G: 4.3.4	6				
72	How flexible is the Supplier in accommodating the service levels that may need to be changed due to a NEO SO Participant's unique circumstances that lead to a decrease in print demand?	G: 4.3.5	6				
73	How responsive is the Supplier's process and/or program to upgrade for technology enhancements and product innovations that become available during the term on the contract?	G: 4.3.6	8				



TECHNICAL PROPOSAL SCORING WORKSHEET							
ITEM #	EVALUATION CRITERIA	RFP SEC REF	Weight	Doesn't Meet 0	Partially Meets 2	Meets 5	Exceeds 10
MARKETING							
74	How committed is the Supplier to assisting NEO SO in marketing this Agreement to Participants and how meaningful will that support be to growing the overall sales volume of this Program?	G: 6.1	10				
75	How committed is the Supplier to assisting NEO SO in marketing this Agreement to public sector entities across Ohio that are not yet NEO SO Participants and how meaningful will that support be to growing the overall sales volume of this Program?	G: 6.2	10				
76	Will the Supplier move existing public sector business to the NEO SO Agreement and how large is the annual spend of the existing business that the Supplier will transition?	G: 6.3	10				
77	How broad is the customer base that the Supplier has indicated is able to utilize this agreement?	G: 6.4	8				
78	How committed is the Supplier to delivering a program to NEO SO Participants across Ohio and how seamless is the Supplier's approach if additional channel partners, distributors, or manufactures need to be engaged to ensure that the interests are aligned?	G: 6.5	10				
REFERENCES							
79	How comprehensive and relevant to the intent of this RFP are the references that are provided by the Supplier?	G: 7.0	5				
ADMINISTRATION							
80	How flexible is the Supplier in the billing options that are being made available to NEO SO Participants as part of this agreement?	G: 8.1	5				
81	How flexible is the Supplier in the payment methods that are made available to NEO SO Participants as part of this agreement?	G: 8.2	5				
82	Based upon the samples and information provided, how valuable are the reports that the Supplier will make available to NEO SO Participants?	G: 8.3	10				
83	How committed is the Supplier to providing NEO SO Participants with potential savings reports that outline where and how much Participants could save with alternative products?	G: 8.3.1	10				
84	How broad are the Supplier's capabilities for providing NEO SO Participants with real-time, or near real-time, reports and what types of reports are available?	G: 8.3.2	10				
85	How customer friendly is the provided sample contract (by Supplier) that defines, among other things, the scope of services, service levels, pricing, and audit services made available to an individual NEO SO Participant. Has the Supplier "made it easy" for the customer?	G: 8.4	5				
86	How diverse is the list of ERP systems in which the Supplier has integrated with?	G: 8.5.1	5				
87	How broad is the list of ERP references provided and how well do the listed entities correspond to the various types of NEO SO Participants?	G: 8.5.2	5				
88	How flexible are the terms and conditions under which the Supplier will integrate the back office systems of NEO SO Participants?	G: 8.5.3	6				



TECHNICAL PROPOSAL SCORING WORKSHEET							
ITEM #	EVALUATION CRITERIA	RFP SEC REF	Weight	Doesn't Meet 0	Partially Meets 2	Meets 5	Exceeds 10
89	How robust is the Suppliers e-commerce platform when compared to their competitors' platforms?	G: 8.6	6				
NEO SO REPORTING							
90	How capable and committed is the Supplier to delivering timely and accurate information regarding NEO SO Participant purchasing history to NEO SO?	G: 9.1	10				
91	How capable and committed is the Supplier to delivering timely and accurate information regarding NEO SO Participant payment history to NEO SO?	G: 9.2	10				
92	How capable and committed is the Supplier to delivering timely and accurate information regarding Supplier Accounts Receivables (pertaining to NEO SO Participants) to NEO SO?	G: 9.3	10				



Column Subtotal of "Partially Meets" points					
Column Subtotal of "Meets" points					
Column Subtotal of "Exceeds" points					
GRAND TOTAL TECHNICAL SCORE					

Based upon the Grand Total Technical Score earned, does the Supplier's proposal proceed to the Phase III Review consideration of its Cost Proposal? (Supplier's Grand Total Technical Score must be at least 3,230 points.)

Yes _____ No _____

PHASE III Review – Criteria for Scoring of Cost Proposal:

NEO|SO will consider the Cost Proposals only of Suppliers whose Technical Proposals meet or exceed the requirement established for Phase II scoring. The Cost Proposal review will count 30% towards the total evaluation of each Supplier's submission.

See **Attachments H** and **I** for possible pricing methodology templates.



Northeast Ohio Sourcing Office Membership

Cuyahoga County

- 1 Bay Village
- 2 Beachwood
- 3 Beck Center for the Arts
- 4 Bedford
- 5 Bedford Heights
- 6 Bentleyville
- 7 Berea
- 8 Brooklyn
- 9 Chagrin Falls
- 10 Cleveland
- 11 Cleveland Heights
- 12 Cleveland Leadership Ctr.
- 13 Tri-C
- 14 Cuyahoga County
- 15 Euclid
- 16 Fairhill Center
- 17 Fairview Park
- 18 Garfield Heights
- 19 Gates Mills
- 20 Glenwillow
- 21 Greater Cleveland MetroParks
- 22 Lakewood
- 23 Lyndhurst
- 24 Mayfield Heights
- 25 Mayfield Village
- 26 Middleburg Heights
- 27 Moreland Hills
- 28 NE Ohio Reg. Sewer Dist.
- 29 Newburgh Heights
- 30 North Olmsted
- 31 Olmsted Falls
- 32 Orange Village
- 33 Parma
- 34 Parma Heights
- 35 Pepper Pike
- 36 Richmond Heights
- 37 Rocky River
- 38 Shaker Heights
- 39 Shaker Heights Public Library
- 40 South Euclid
- 41 University Heights
- 42 Walton Hills

Geauga County

- 43 Bainbridge Township
- 44 Chardon
- 45 Hambden Township
- 46 Russell Township
- 47 Village of South Russell

Lake County

- 48 Fairport Harbor
- 49 Kirtland
- 50 Mentor-on-the-Lake
- 51 The Fine Arts Association
- 52 Wickliffe
- 53 Wickliffe Public Library
- 54 Willoughby

Lorain County

- 55 Amherst Township
- 56 Avon
- 57 Huntington Township
- 58 LCCC
- 59 Lorain
- 60 North Ridgeville Schools
- 61 Sheffield Lake

Mahoning County

- 62 Austintown Township
- 63 Boardman
- 64 Canfield Township

Medina County

- 65 Harrisville Township
- 66 Spencer Village

Portage County

- 67 Ravenna

Summit County

- 68 Bath Township
- 69 Boston Township
- 70 Copley Township
- 71 Hudson
- 72 Macedonia
- 73 Nardon Hills Schools
- 74 Northfield
- 75 Reminderville
- 76 Richfield
- 77 Stow
- 78 Summit County
- 79 Twinsburg

Stark County

- 80 Brewster Village
- 81 Canton City Schools
- 82 North Canton City Schools

Trumbull County

- 83 Newton Falls

Wayne County

- 84 Orrville
- 85 West Salem

Out of State Counties

Marshall

- 86 Glen Dale

Associate Members OFIC

- 1 Mount Union College
- 2 Mount Vernon University
- 3 Walsh University
- 4 Hiram College
- 5 Lourdes College
- 6 Heidelberg College
- 7 Ashland University
- 8 John Carroll University
- 9 Notre Dame College
- 10 Muskingum College





Member Colleges

Ashland University

Baldwin-Wallace College

Bluffton University

Capital University

Cedarville University

University of Dayton

Defiance College

Denison University

The University of Findlay

Franciscan University of Steubenville

Franklin University

Heidelberg College

Hiram College

John Carroll University

Kenyon College

Lake Erie College

Lourdes College

Malone College

Marietta College

Mount Union College

Mount Vernon Nazarene University

Muskingum College

Notre Dame College

Oberlin College

Ohio Dominican University

Ohio Northern University

Ohio Wesleyan University

Otterbein College

Urbana University

Ursuline College

Walsh University

Wilmington College

Wittenberg University

The College of Wooster

Bold = current Affiliate Member of NEO|SO

ATTACHMENT G

Northeast Ohio Sourcing Office RFP #2009.04.1

REQUIREMENTS & PROPOSAL SPECIFICATIONS

General Guidelines

This RFP is designed to allow potential Suppliers to respond with solutions that satisfy the current and future needs of NEOISO Participants as it relates to a Print Management Program for multifunctional devices (“MFD’s”), printers, facsimiles, and all related supplies, service, and support along with any associated software. Potential Suppliers should offer equipment, supplies, software, management tools, and services which come closest to meeting the current needs of Participants. It should also be noted that the desire is to have a comprehensive solution whereby all required products and services can be provided in an easily managed program that allows cost savings, improved efficiencies, and direct service and support.

If the Supplier believes there is alternative equipment, supplies, or services that are better and more cost effective, the Supplier should always recommend those alternatives in its response and provide a detailed rationale explaining the Supplier’s recommendations.

NOTE: at the end of each sentence, paragraph, or section heading in this Attachment G, NEOISO has included an indication of whether the Supplier's response to each specific Scope of Work item is to be included in the Technical Proposal or the Cost Proposal. Responses that focus on capabilities, history, and qualifications that should be included in the Technical Proposal are marked with [TECHNICAL]. Responses that focus on pricing or fees that should be included in the Cost Proposal are marked with [COST].

Attachment E - Technical Proposal Score Sheet is designed to clearly delineate which elements of the Scope of Work will be scored when reviewing the Technical Proposal and corresponds to the items marked [TECHNICAL] herein. Elements of the proposal response that should be included in the Cost Proposal are similarly marked with [COST] after each item. Refer to **RFP Section VI Criteria for Proposal Evaluation & Selection** for an overview of the scoring methodology that will be used in evaluating proposals.



Estimated Purchasing Volume

The estimated volume of Print Management hardware, software and related services, supplies, and support that will be purchased by NEOISO Participants through this contract on an annual basis is:

- \$15 million in year one.
- \$25 million in year two.
- \$40 million in year three.
- \$60 million in year four.

These numbers reflect the total contract volume NEO|SO anticipates on an annual basis. NEO|SO's current customer base includes more than eighty (80) local governments, not for profits, and private companies, as well as a group of more than 30 private colleges and universities across the State of Ohio. Municipalities, colleges and universities, special districts, hospitals, not-for-profits, private companies, and public, private, and charter K-12 school districts across the country are eligible to join NEO|SO and utilize NEO|SO's group purchasing programs. NEO|SO's direct membership base continues to grow on an ongoing basis. In addition, NEO|SO is establishing relationships with other groups of local governments, private companies, and colleges and universities to distribute NEO|SO's group purchasing programs to existing members of those groups. There is no guaranteed minimum under this contract.

1. Company Overview

1.1 Company Overview. Please provide a brief description of your company and its history in the office equipment industry. Include:

1.1.1 Number of years in the industry [TECHNICAL].

1.1.2 Any awards your company has won for its service and/or operations [TECHNICAL].

1.1.3 Number of employees and number of sales reps employed by your company, both in Ohio and across the country [TECHNICAL].

1.1.4 Annual sales for 2007 and 2008 [TECHNICAL].

1.1.5 Company financial statements for each of the last three (3) years, preferably audited [TECHNICAL].

1.1.6 Description of any acquisitions or bankruptcies in the last three (3) years [TECHNICAL].

1.2 Distribution & Call Centers. Please provide your company's distribution and call center locations [TECHNICAL].



- 1.3 **Organizational Chart.** Please provide an organizational chart for your company's business-to-business unit and identify the individuals who would be responsible for servicing the NEO|SO account and individual NEO|SO Participants [TECHNICAL].
- 1.4 **Statewide Hardware Sales Authorization.** *Statewide coverage across Ohio is a requirement; NEO|SO reserves the right to eliminate proposals that do not offer direct statewide coverage.* Please provide a letter from each manufacturer or other written documentation demonstrating your company's authorization to sell that manufacturer's hardware across the entire state of Ohio. If your company requires subcontractors to provide statewide hardware coverage, please identify those subcontractors and their geographies by name [TECHNICAL].
- 1.5 **Statewide Servicing Authorization.** *Statewide coverage across Ohio is a requirement; NEO|SO reserves the right to eliminate proposals that do not offer direct statewide coverage.* Please provide a letter from each manufacturer or other written documentation demonstrating your company's authorization to service that manufacturer's hardware across the entire state of Ohio. If your company requires subcontractors to provide statewide servicing coverage, please identify those subcontractors and their geographies by name [TECHNICAL].
- 1.6 **National Sales & Service Capabilities.** NEOISO is building relationships and membership channels outside the State of Ohio. Please describe your company's authorization and ability to sell and service equipment on a multi-state and national basis [TECHNICAL]. Please clearly state how your company would provide sales and service coverage on a national basis, including utilizing a direct and/or indirect channel strategy [TECHNICAL].

2. **Products & Services**

- 2.1 **Hardware Requirements.** Describe in detail the products and services available from your company in each of the following categories.

- 2.1.1 **Multifunctional Devices ("MFD's")** – Please describe the breadth of MFD's available from your company and include the technical specifications for each device. Provide a complete description of the hardware proposed along with optional accessories and software available from your company [TECHNICAL]. Provide Manufacturer Suggested Retail Price (the "MSRP") for each MFD as well as the price available to NEO|SO Participants, including the discounting, cost plus, or other pricing methodology employed [COST].



- 2.1.2 Laser Printers** – Please describe the breadth of Laser Printers available from your company and include the technical specifications for each device. Provide a complete description of the hardware proposed along with optional accessories and software available from your company [TECHNICAL]. Provide the MSRP for each Laser Printer as well as the price available to NEO|SO Participants, including the discounting, cost plus, or other pricing methodology employed [COST].
- 2.1.3 Used or Pre-Owned MFD's and Laser Printers** – Please describe the options your organization will make available to provide used or pre-owned MFD's and Laser Printers available to NEO|SO Participants. Describe the percentage of devices you sell that are pre-owned versus new product sales. Provide details regarding the process your organization employs to ensure quality assurance and product reliability. Describe what guarantees, if any, your company offers for used and pre-owned equipment [TECHNICAL]. Provide list pricing as well as the price available to NEO|SO Participants, including the discounting, cost plus, or other pricing methodology employed [COST].
- 2.1.4 Facsimiles** – Please describe the breadth of facsimiles available from your company and include the technical specifications for each device. Provide a complete description of the hardware proposed along with optional accessories and software available from your company [TECHNICAL]. Provide the MSRP for each facsimile as well as the price available to NEO|SO Participants, including the discounting, cost plus, or other pricing methodology employed [COST]. Note: NEO|SO does not anticipate a high volume of facsimile sales to Participants.
- 2.1.5 Production Equipment** – Please describe the breadth of Production Equipment available from your company and include the technical specifications for each device. To be considered Production Equipment, the products must operate at a minimum output speed of 110 pages per minute. Provide a complete description of the hardware proposed along with the optional accessories and software available from your company. Describe the various “front end” solutions available, including web-based job submission software [TECHNICAL]. Provide the MSRP for the Production Equipment as well as the price available to NEO|SO Participants, including the discounting, cost plus, or other pricing methodology employed [COST].
- 2.1.6 Wide Format** – Please describe the breadth of wide format products your company offers. Describe in detail the different sizes



and substrates on which your company's devices can print. Describe in detail all accessories, including network connectivity and scanning options [TECHNICAL]. Provide the MSRP for each Wide Format device as well as the price available to NEO|SO Participants, including the discounting, cost plus, or other pricing methodology employed [COST].

2.2 Software Requirements. Describe in detail the software tools available from your company in each of the following categories.

2.2.1 Device Monitoring & Management – Please describe the automated solution(s) your company offers that allows for meter reads, error alerts, supply consumption monitoring, and ordering and service notification. This software should be effective across all network connected devices installed and serviced under this contract. In addition, please describe your solution for device monitoring and management for non-network devices installed and serviced under this contract. Suppliers must demonstrate a) a minimum of three (3) years' experience in deploying and utilizing the proposed software tools, or b) that supplier has at least 10,000 devices under management utilizing this software tool [TECHNICAL]. Please clearly state whether this software is included as part of your company's standard offering at no extra charge. If not, describe any additional costs associated with the deployment and utilization of the software, if any, including installation, customization, licensing, ongoing management, user fees, etc. [COST].

2.2.2 Rules-Based Printing – Please describe the tools available from your company for NEO|SO Participants seeking the ability to track and audit all printing to include network connected and non-network devices by user, device type, application, and other measurable print activities. The software must be able to establish rules at a network administration level such that the Participant can restrict or redirect print jobs. The software should have the capability to gather cost data such that user, cost center, or departmental chargebacks can be automatically calculated and provided. Please describe in detail your proposed software and any related modules. This software should be effective across all devices installed and serviced under this contract [TECHNICAL]. Please clearly state whether this software is included as part of your company's standard offering at no extra charge. If not, describe any additional costs associated with the deployment and utilization of the software, if any, including installation, customization, licensing, ongoing management, user fees, etc. [COST].



2.2.3 Scanning – Please describe whether there is any additional software required for installation on MFD's in order to scan to folder, email, group, and FTP that is either not already installed on the MFP's or available as part of your company's standard offering at no extra charge [TECHNICAL]. Please describe any additional costs associated with the deployment and utilization of the software, if any, including installation, customization, licensing, ongoing management, user fees, etc. [COST].

2.2.4 Print Release – Please describe the solution(s) your company provides for print release software for MFD's and Laser Printers covered by this proposal. Provide a list of manufacturers or the manufacturer of the product that you recommend [TECHNICAL]. Please clearly state whether this software is included as part of your company's standard offering at no extra charge. If not, describe any additional costs associated with the deployment and utilization of the software, if any, including installation, customization, licensing, ongoing management, user fees, etc. [COST].

2.2.5 Increasing In-House Printing Capabilities – Please describe the solution(s) your company provides to enable Participants to migrate printing that is currently outsourced to an in-house solution; for example, software that allows Participants to design and complete forms, creation and utilization of electronic stationery, etc. [TECHNICAL]. Please clearly state whether this software is included as part of your company's standard offering at no extra charge. If not, describe any additional costs associated with the deployment and utilization of the software, if any, including installation, customization, licensing, ongoing management, user fees, etc. [COST].

2.2.6 Document Management Tools – Please describe the tool(s) your company offers to integrate the equipment provided with existing document management systems that may be deployed by Participants? Does your company provide or distribute/represent document management systems [TECHNICAL]? Please describe any additional costs associated with the deployment and utilization of the software, if any, including installation, customization, licensing, ongoing management, user fees, etc. [COST].

2.3 Field Service Management Requirements. Describe in detail the Field Service Management capabilities offered by your company in each of the following categories.



- 2.3.1 Service & Supply Agreement for New Equipment** – Please describe the standard service levels offered by your company with regard to on-site servicing, supplying, and supporting all provided hardware for MFD's, Facsimiles, Laser Printers, Production Equipment, and Wide Format Printers. Please illustrate any additional benefits these services provide, including, but not limited to, cost savings, product replacement, and population optimization [TECHNICAL]. Please clearly state which service levels are included as part of your company's standard offering at no extra charge [COST]. Please also identify any additional services or higher service levels that are available [TECHNICAL] and the additional costs, if any, that would be incurred by NEO|SO Participants utilizing those additional services or higher service levels [COST].
- 2.3.2 Service & Supply Agreement for Existing Equipment** – Supplier must be able to provide on-site service and supplies to the existing laser printer population in any NEO|SO Participant's organization if that organization elects to keep existing equipment. It is estimated that over 95% of this population is HP, Lexmark, or Dell [TECHNICAL]. Please clearly state which service levels are included as part of your company's standard offering at no extra charge. If not standard, describe any additional costs associated these services and supplies for NEO|SO Participants [COST].
- 2.3.3 Documented Printer Service Experience** – Supplier must demonstrate a) a minimum of three (3) years' experience managing printer service and supply contracts, or b) that Supplier has at least 10,000 devices under service and supply management [TECHNICAL].
- 2.3.4 Back-Ordered Products** – What is your company's process regarding back-ordered products? In what ways does your company communicate with customers regarding back-ordered products and what guarantees, if any, does your company offer [TECHNICAL]?
- 2.3.5 "Green" Products & Services** – Please explain the ways in which NEO|SO participants can benefit from any "green" or sustainable products and services offered by your company. Please detail initiatives undertaken by your company that may help NEO|SO Participants in any or all of the following areas [TECHNICAL]:
- Recycling of print cartridges
 - Recycling of MFD toner cartridges
 - Paper recycling or reduction



- Managing down energy consumption
- Energy Star Products

2.4 Managing Down the Total Cost of Ownership for NEO|SO Participants.
NEO|SO seeks to partner with a supplier who has a demonstrated commitment to working with NEO|SO Participants to reduce their total costs of in-house printing and copying.

2.4.1 Audits – Please describe the types of audits or analyses that your company conducts to establish a baseline price per page of in-house printing and copying across the entire organization of a NEO|SO Participant based on that Participant's current hardware and operating practices [TECHNICAL]. Please describe the work your company will do to identify and recommend cost savings opportunities to NEO|SO Participants [TECHNICAL]. Please describe the work your company will do to demonstrate the savings achieved by a NEO|SO Participant on an ongoing basis as a result of their implementation of your company's recommendations [TECHNICAL]. Please clearly state whether these services are included as part of your company's standard offering at no extra charge. If not standard, describe any additional costs associated with these services for NEO|SO Participants [COST].

2.4.2 Managed Services 1 - Please describe your company's program management and managed service operations, including, but not limited to:

- Help desk capabilities
- Complete break-fix capabilities and service levels
- Preventative maintenance
- End-user training, including training on machine utilization
- Demonstration equipment [TECHNICAL]

Please clearly state whether these services are included as part of your company's standard offering at no extra charge. If not, describe any additional costs associated with these services and supplies for NEO|SO Participants [COST].

2.4.3 Managed Services 2 - Please describe your company's program management and managed service operations, including, but not limited to [TECHNICAL]:

- Vendor neutral management of ongoing operations
- Reporting, monitoring, and control
- Project management, including risk management, quality control, and change management



Please clearly state whether these services are included as part of your company's standard offering at no extra charge. If not, describe any additional costs associated with these services and supplies for NEO|SO Participants [COST].

2.4.4 Managed Services 3 - Please describe your company's program management and managed service operations, including, but not limited to:

- Delivery of hardware and supplies
- Installation and relocation and/or removal of equipment and accessories

Please clearly state whether these services are included as part of your company's standard offering at no extra charge. If not, describe any additional costs associated with these services and supplies for NEO|SO Participants [COST].

2.4.5 Service Level Agreements – Please describe your company's standard Service Level Agreement that will be provided to NEO|SO Participants at no extra charge, ways in which you measure your Service Level performance, and how your company is held accountable for meeting or exceeding those Service Levels [TECHNICAL].

2.4.6 Reviews – Please describe the types and frequency of account reviews your company will perform with NEO|SO Participants to help manage down costs over time [TECHNICAL].

2.4.7 Transition Plan – Please describe your company's Transition Plan methodology when replacing existing suppliers and which members of your organization will be involved in planning and implementing those transitions for NEO|SO Participants [TECHNICAL].

2.4.8 Supplier Staffing – Are there specific representatives from your company who will work directly with NEO|SO and its Participants? Please identify each of those individuals and the role(s) that they will perform [TECHNICAL].

2.4.9 Efficiency – In what ways will your company help NEO|SO Participants become more cost effective and operate more efficiently with regard to in-house printing and copying? Please provide relevant customer examples [TECHNICAL].



2.4.10 Product Ordering – In what ways will your company help NEO|SO Participants become more cost effective when ordering products? Please provide relevant customer examples [TECHNICAL].

2.4.11 Outsourced Print On Demand – Please describe your company's ability to offer offsite print on demand services to NEO|SO Participants. How would these services integrate with the in-house printing capabilities and Rules-Based Printing? What other value-added services does your company offer relative to optimizing the total cost of ownership for a NEO|SO Participant by leveraging a combination of in-house print management and outsourced on demand printing [TECHNICAL]? Please detail the costs or pricing methodology associated with outsourced on demand printing [COST].

2.4.12 Other Value-Added Programs – What other value-added programs and/or processes will your company make available to NEO|SO Participants? What types of new and novel programs has your company developed that will be available to NEO|SO Participants? Will you make new programs and processes that are developed in the future available to NEO|SO Participants [TECHNICAL]? Please clearly state whether these services are included as part of your company's standard offering at no extra charge. If not standard, describe any additional costs or pricing methodologies associated with these services for NEO|SO Participants [COST]

2.5 Facilities Management Services. Please define and describe your company's capabilities to provide Facilities Management Services to NEO|SO Participants. Please clearly state your company's approach in managing an existing or new NEO|SO Participant Reprographics and Copy Center operation [TECHNICAL]. Please describe any costs associated with providing these services for NEO|SO Participants [COST].

2.6 Document Security Solutions. Please describe your company's security solutions that at a minimum address the management of security and compliance at hardware device, document, and network levels. Please provide examples of solutions your company has provided to other "security-minded" customers [TECHNICAL]. Please describe any costs associated with providing these solutions for NEO|SO Participants [COST].

2.7 Natural Disaster Plan Services. Please describe how, in the event of a natural disaster at a NEO|SO Participant, your company would assist the NEO|SO Participant in its primary purpose to protect the safety and health of the NEO|SO Participants' occupants by considering the NEO|SO Participant as a number one priority for emergency response [TECHNICAL]. Please



describe any costs associated with providing these services for NEO|SO Participants [COST].

3. **Distribution & Delivery of Supplies & Parts.**

3.1 Distribution to NEO|SO Participants. Please outline the ways in which your company will distribute products to NEO|SO Participants.

3.1.1 Standard Delivery – What is standard delivery time for MFD's, Laser Printers, Facsimiles, Production Equipment, Wide Format Equipment, and Supplies for all devices? Is there a deadline for orders to be filled for standard delivery [TECHNICAL]?

3.1.2 Other Fees – Please describe any other fees that NEO|SO Participants will be charged for the delivery of product (i.e., restocking fees, same day delivery fees, etc.) [COST].

3.1.3 Third Party Delivery Companies – Please identify and, for non-international companies such as FedEx or UPS, describe any third party companies your company will use for distribution [TECHNICAL].

3.1.4 Desktop Delivery – Does your company offer desktop delivery [TECHNICAL]? What are the additional fees for this type of delivery, if any [COST]?

3.2 Distribution Performance Standards. Please define and describe your company's distribution performance standards. How do these distribution performance standards compare to industry standards [TECHNICAL]?

4. **Pricing**

4.1 Attachment H – Equipment Hardware, Software, and Accessories Pricing. Suppliers are required to complete **Attachment H – Equipment Hardware, Software & Accessories Pricing**. This document outlines the make and model of equipment as well as pricing discounts your company will make available to NEO|SO Participants at various volumes of spending levels for either individual NEO|SO Participants or the collective spend of all NEO|SO Participants through the contract, or both. Note: respondents may choose to present alternative volume levels or “break points” for pricing equipment to NEO|SO Participants [COST].

4.2 Attachment I – Service & Supplies Pricing. Suppliers are required to complete **Attachment I – Service & Supplies Pricing**. NEO|SO is aware that service pricing is partially determined on model and monthly volume. Please provide a cost per page range based on volume or some other



variable that will include all service and supplies (except paper). Please provide black and white cost per page and color cost per page. Include a minimum and maximum cost per page for black and white and color [COST].

Suppliers are to provide service and supplies pricing on a cost per page basis for Color and Black & White MFD's, Facsimiles, Laser Printers, Product Equipment, and Wide Format. When selecting the family of devices your company is recommending, please consider NEO|SO's desire to minimize variation in network configuration, standardize the end-user experience as much as possible, and maximize the longevity of each piece of equipment [COST].

- 4.3 Alternative Pricing Scenarios.** In addition to the pricing scenarios outlined in **Attachment H & Attachment I**, please provide your company's alternative recommended approach, if any, for pricing hardware, software, and services to NEO|SO's Participants as part of this Print Management Program [COST]. Your response should address the following points, at minimum:

- 4.3.1 Flexible Pricing Models** – Do you recommend a flexible pricing model? If so, please describe the model and the benefits to both your company and NEO|SO's Participants of following this approach [COST].
- 4.3.2 Total Cost of Ownership** – NEO|SO is seeking to develop a Print Management Program and associated pricing structure that reduces the total cost of ownership (the "TCO") for NEO|SO Participants. What program design [TECHNICAL] and pricing approach [COST] do you recommend to actively manage a NEO|SO Participant's TCO during the lifecycle of this contract?
- 4.3.3 Existing Lease Agreements** – Describe your ability and willingness to assist NEO|SO Participants in managing their existing lease agreements [TECHNICAL]. Please detail any additional costs associated with managing existing lease agreements for NEO|SO Participants [COST].
- 4.3.4 Increase in Print Demand** – Suppose print demands for individual NEO|SO Participants increase due to special projects or other factors. How would this change impact service levels [TECHNICAL] and pricing [COST]?
- 4.3.5 Decrease in Print Demand** – Suppose print demands for individual NEO|SO Participants decrease due to changes in a NEO|SO Participant's organization or other changes. How would this decrease impact service levels [TECHNICAL] and pricing [COST]?



4.3.6 Technology Upgrades – Describe if your company has a process and program to upgrade for technology enhancements and product innovations during the term on the contract [TECHNICAL]. Please detail any additional costs associated with incorporating technology upgrades and also how this may impact service levels and pricing [COST].

4.4 Price Changes During the Term of the Contract. This agreement has an award period of four (4) years with four (4) one (1) year renewal options upon mutual consent of NEO|SO and the winning supplier. Are all prices fixed for the four (4) year contract period or will there be price changes? If there will be price changes during the course of the contract, please provide a detailed explanation of your company's proposed approach for determining under what circumstances prices will change, how frequently those changes could occur, the proposed communication plan to alert NEO|SO and NEO|SO's Participants to any proposed change, the approval process for NEO|SO to confirm or authorize any price change, etc. [COST].

4.5 Early Payment Discounts. Please describe any early payment discounts that your company will make available to NEO|SO Participants as well as the terms and conditions that must be met by NEO|SO Participants to qualify for those early payment discounts [COST].

4.6 Other Discount Programs. Please outline any other discount programs your company will make available to NEO|SO Participants, whether collectively, individually, or both [COST].

5. Rebates & Other Financial Incentives.

5.1 Conversion Allowances. Please outline any financial programs or conversion allowances your company will offer individual NEO|SO Participants to convert from their current supplier to this agreement. Is there a minimum annual purchasing volume or other commitment required for Participants to qualify [COST]?

5.2 Rebates. Please outline any rebates to either individual NEO|SO Participants or to all Participants or both that your company will offer based on volume of spend, volume of printing, or other metrics. Will these rebates increase based on increases in year-over-year spending, equipment installations, total volume of spend through the contract, or any other factors [COST]?

5.3 Other Financial Incentives. Please outline any other financial incentives your company will offer NEO|SO or its Participants as part of this agreement and the terms and conditions associated with those incentives, if any [COST].



6. Marketing.

- 6.1 Existing NEO|SO Participants.** Please outline your company's plan to assist NEO|SO in marketing this agreement to NEO|SO's existing 100+ public sector Participants [TECHNICAL].
- 6.2 Public Sector Entities Across Ohio.** Membership in NEO|SO is available to any of the more than 3,700 public sector entities (including municipalities, counties, special districts, public colleges and universities, and public K-12 school districts) as well as many other entities (including not-for-profits, private and charter K-12 school districts, private companies, and private colleges and universities) across the State of Ohio. Please outline your company's plan to assist NEO|SO in marketing this agreement to entities that are eligible to join NEO|SO and utilize this Print Management Program across the State. Please identify entities whose contracts will be expiring in the next twelve (12) to eighteen (18) months who are potential utilizers of this agreement and include their approximate annual spend [TECHNICAL].
- 6.3 Migrating Existing Customer Base.** What existing public sector business in Ohio, if any, will Supplier transition to the NEO|SO Print Management Program? Please indicate the specific entities, approximate annual contract amount, and anticipated timing for each. Note: suppliers for other programs have used the opportunity to transition existing business to a NEO|SO contract as a method for retaining existing business without having to participate in a new bid or RFP process when contracts with existing customers are set to expire [TECHNICAL].
- 6.4 Types of Entities Eligible to Utilize Agreement.** Municipalities, colleges and universities, special districts, hospitals, not-for-profits, private companies, and public, private, and charter K-12 school districts across the country are eligible to join NEO|SO and utilize NEO|SO's group purchasing programs. Please confirm that each of these types of entities will be eligible to utilize this agreement should your company be selected as the winning supplier. If there are any types of entities that your company would exclude from this agreement, please specifically define the types of organizations that would be excluded and provide a brief explanation as to why they would not be eligible to utilize the agreement [TECHNICAL].
- 6.5 Management of National/Manufacturer & Channel Partner/Distributor Relationships.** NEO|SO recognizes that achieving statewide (in Ohio) and/or national coverage will likely result in NEO|SO working with a combination of manufacturer direct and multiple channel distribution partners across geographic areas. In what ways will your company work to align the interests of the manufacturer direct (if applicable) and numerous channel distribution partners? What are the conflict resolution policies that your company has developed to manage potential channel conflicts? In what ways



will these internal negotiations and challenges be resolved such that NEO|SO's Participants remain unaware of and unaffected by the conflict [Technical]?

7. References.

Suppliers are required to provide at least four (4) references. Please provide references from customers for whom your company manages at least three hundred (300) printers and MFD's. Please provide customers references from entities in various parts of the State of Ohio and from various types of public sector entities (e.g., municipalities, colleges and universities, K-12 school districts, counties, etc.). References should include, at a minimum, the organization name and contact person, the number and types of units supported, other services and value provided, the start and end date of the relationship, and any recommendations provided by the customer [TECHNICAL].

8. Administration.

8.1 Billing Options. Describe in detail the different billing options available to NEO|SO Participants as part of this agreement [TECHNICAL].

8.2 Forms of Payment. Can Participants utilize multiple forms of payment with this agreement? Please explain [TECHNICAL].

8.3 Participant Reporting. Describe in detail and provide samples of the different types of reports your company will make available to NEO|SO Participants (daily, monthly, quarterly, annually, etc.) [TECHNICAL].

8.3.1 Savings Reports – Will your company make potential savings reports available that outline where and how much Participants could save with alternative products [TECHNICAL]?

8.3.2 Real-Time Reporting – What reports, if any, are accessible to individual Participants in real-time online? If not available in real-time, how frequently are those reports distributed to Participants and in what format?

8.4 Sample Contract. Please provide a copy of a sample contract your company establishes with a client defining, among other things, the scope of services, service levels, pricing, audit services, etc. [TECHNICAL].

8.5 ERP Integration. Describe how your company has integrated with a client's ERP system.

8.5.1 ERP Platforms – With which ERP systems has your company integrated (SAP, Banner, Oracle, etc.) [TECHNICAL]?



8.5.2 ERP References – With which public agencies have your performed this integration? Please provide a representative list [TECHNICAL].

8.5.3 Terms & Conditions – What are the terms and conditions under which you company will integrate the back office systems of NEO|SO Participants [TECHNICAL]? What costs, if any, are associated with integrations [COST]?

8.6 E-Commerce Platform. Describe in detail your e-commerce platform and the benefits of it compared to your competitors' platforms [TECHNICAL].

9. NEO|SO Reporting.

NEOISO works hand-in-hand with Suppliers to grow spending through its Programs and maximize Supplier revenue. A key element of NEOISO's ability to deliver on this commitment is access to usable information on a timely basis. NEOISO expects Suppliers to provide the following information in electronic format in real time or on a monthly basis:

9.1 Orders Placed. Total orders placed in the prior month by individual Participant, by groups of Participants (as defined by NEO|SO), and overall [TECHNICAL].

9.2 Payments Received. Total payments received in the prior month by individual Participant, by groups of Participants (as defined by NEO|SO), and overall [TECHNICAL].

9.3 Supplier Accounts Receivable. Current Supplier Accounts Receivables report [TECHNICAL].

