



CEOGC
Request for Proposal
For
Storage Services
RFP# 2016-001
Published Date: November 11th, 2016
Response Due Date: January 13th, 2017

Interested vendors must submit a RESPONSE PACKAGE of one (1) original, five (5) copies and one (1) PDF on a flash drive, to:

CEOGC
ATTN: George Phillips-Olivier, Director, Support Services
1801 Superior Avenue Suite 400
Cleveland, OH 44114

by no later than January 13th 2017, 3:00 pm (EST).

To Whom It May Concern:

The Council for Economic Opportunities in Greater Cleveland (CEOGC) is accepting Requests for Proposals for Storage Services per the attached requirements and general conditions from qualified firms.

The complete Request for Proposal document package is available at the Agency's website at: **www.ceogc.org**.

One (1) original, five (5) copies and one (1) PDF on a flash drive of the proposal must be submitted by January 13th, at 3:00 pm (EST). The proposals, marked "**ORIGINAL**" and "**COPY**", must be submitted in **SEALED** envelopes with the following information marked plainly on the front:

CEOGC
ATTN: George Phillips-Olivier, Director, Support Services
1801 Superior Avenue Suite 400
Cleveland, OH 44114
Bid# 2016-001 Storage Services

No oral explanation in regard to the meaning of the specifications will be made and no oral instructions will be given before the award of the contract. Request from interested vendors for additional information or interpretation of the information included in the specifications should be directed in writing to:

George Phillips-Olivier, Director, Support Services
Email:Gpolivier@ceogc.org

The deadline for the receipt of written questions shall be: December 30th, 2016.

A written response to questions submitted in a timely fashion will be posted on the CEOGC website.

CEOGC reserves the right to reject in part or in whole all proposals submitted, and to waive any technicalities, irregularities, and informalities for the best interests of CEOGC. The Director may, at his/her sole discretion, amend any provision of this Request for Proposals (RFP).

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Review of Important Dates

Timeline Event	Date	Time
Issue Request for Proposals	November 11 th , 2016	3:00 pm (EST)
Deadline for RFP Question Submission	December 30 th , 2016	3:00 pm (EST)
Deadline for Proposal Submission	January 13 th , 2017	3:00 pm (EST)

Request for Proposals Acknowledgements

The undersigned certifies that the enclosed proposal is submitted in accordance with all instructions, specifications, definitions, conditions contained herein and that the undersigned is aware that failing to submit a conforming proposal may result in partial or full rejection of the proposal.

Company Name

Authorized Signature

Date

Print or Type Signatory Name

Address

Position/Title

City/State

Zip Code

Phone Number

Fax Number

E-Mail

Web Page

Section 1 – Instructions for Submission of Proposal

Section 1.1 General Conditions

In submitting this proposal, the Proposer understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract and will consist of the invitation to propose, specifications, the responsive proposal and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a CEOGC official with the authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision deemed more favorable to CEOGC shall prevail.

Section 1.2 Bid Time

It shall be the responsibility of each Proposer to ensure his/her proposal turned in to CEOGC on or before: January 13th 2017 3:00 pm (EST). Proposals received after the time stated above will be considered ineligible and returned unopened.

All attached proposal documents are to be submitted completely filled out, totaled and signed. Envelopes containing proposals must be **SEALED**.

Section 1.3 Late Submissions

CEOGC will not receive/accept any late proposal submissions after the due date and time.

Section 1.4 Preparations of Offers

Proposal forms should be typed, printed or written in ink. Proposals written in pencil will be not be considered for an award. Faxed or e-mailed offers will not be considered.

Section 1.5 Withdrawing Bids/Proposals

Proposals may be withdrawn any time prior to the official opening; requests for non-consideration of proposals must be made in writing to the Director of Support Services and received prior to the time set for the opening of the proposals. The Proposer warrants and guarantees that his/her proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes.

Section 1.6 Irregular Bids/Proposal/Quotes

Proposals will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids or similar irregularities.

Section 1.7 Addenda to Solicitation

If necessary, the CEOGC may modify this solicitation by formal written addendum, which is posted within the CEOGC website. Respondents shall acknowledge by completing the addendum form provided by CEOGC. The addendum form should be signed and returned as part of the proposal response. Failure to do so may cause the proposal to be ineligible for consideration for contract award. No oral or informal addendum to this solicitation shall be binding to CEOGC.

Section 1.8 Rejection/Disqualification

CEOGC reserves the right to accept or reject any or all statement of qualifications or any part thereof, to waive all technicalities, and to accept the offer or offers that are determined to provide the best benefit to the CEOGC. A failure to provide any requested information may result in rejection of a statement of qualifications, in whole or in part, at CEOGC's sole discretion. However, the CEOGC reserves the right to request additional or clarifying information from a Proposer after a statement of qualifications has been submitted. Such information may be used to further evaluate the Proposer's statement qualifications.

Section 1.9 Solicitation Costs

All costs incurred by the Proposer in the preparation, demonstration or negotiation of its statement of qualifications shall be borne by the Proposer. This solicitation does not obligate or commit CEOGC to pay any costs incurred in the preparation, and submission of this request for proposal or to contract for the goods/services specified. Further, the CEOGC is not obligated to pay any costs incurred by any Proposer as a direct result of errors or omissions committed by CEOGC employees or agents in the preparation of this solicitation and in the processing of the Proposer's statement of qualifications. It is incumbent upon each Proposer submitting a proposal to verify the accuracy of the information herein contained based upon each Proposer's research and information, and to immediately advise CEOGC of any discrepancies.

Section 1.10 Award of Bid

The bid award will be made within forty-five (45) days after the opening of bids. No award will be made until investigations are made as to the responsibilities of the best Proposer.

CEOGC reserves the right to award bids, whole or in part when deemed to be in the best interest of CEOGC.

The evaluation team will select a winning proposal subject to approval by the **CEOGC** Board of Directors. Upon selection, **CEOGC** and the selected Proposer will enter into good faith negotiations on a contract containing, without limitation, the Statement of Work and Contracting Requirements sections below.

Section 1.11 Assignment

The successful Proposer shall not assign his/her rights and duties under an award without the written consent of CEOGC. Such consent shall not relieve the assignor of liability in the event of default by his assignee.

Section 1.12 Substitutions/Exceptions

Exceptions/variations from the specifications may be acceptable provided such variations, in each instance, is noted and fully explained in writing and submitted with proposal. No substitutions or changes in the specifications shall be permitted after award of bid without prior approval of the Director of Support Services or their designee.

Section 1.13 References & Experience

Each Proposer must be authorized to do business in the State of Ohio and Cuyahoga County. A minimum of three (3) references, from similar governmental entities, organizations and/or entities that Proposer has provided similar with services. The company name, contact and phone number must be included with each reference. Entities whom have been working with the Proposer for five (5) or more years preferred.

Section 1.14 Prohibition Against Personal Financial Interest in Contracts

No employee of CEOGC shall have a direct or indirect financial interest in any proposed or existing contract, purchase, work, sale or service to CEOGC.

Similarly, Proposers shall submit, with their proposal, an affidavit stating that neither it nor its agents, nor any other party acting for it, has paid or agreed to pay, directly or indirectly, any person, firm, or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract proposed to result from its proposal, and further agreeing that no such money or reward will be paid.

Section 1.15 Termination/Non Performance

Continuing non-performance of the vendor in terms of specifications set forth in the contract documents shall be a basis for the termination of the contract by CEOGC. CEOGC reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed in the best interest of CEOGC in the event of breach or default of this contract. CEOGC reserves the right to terminate the contract immediately in the event the successful Proposer fails to 1) Meet delivery schedules or, 2) Otherwise not perform in accordance with the specifications set forth in the contract documents. Breach of contract or default authorizes the CEOGC to award to another Proposer, and/or purchase elsewhere and charge the full increase in cost (if any) and handling to the defaulting successful Proposer.

Section 1.16 Attorney Fees

If either party retains an attorney to enforce the contract, the party prevailing in litigation as determined by a court of law is entitled to recover reasonable attorney's fees and court costs.

Section 1.17 Governing Law and Venue

The construction and validity of the contract shall be governed by the laws of the State of Ohio. Venue for any legal action commenced hereunder shall be in a court of appropriate jurisdiction in Cuyahoga County, Ohio.

Section 1.18 Representation of the Proposer

By submitting this proposal, Proposer represents that:

- a) Proposer has read and understands this solicitation;
- b) Proposer's proposal is made in accordance with this solicitation;
- c) Proposer's proposal is based upon the information set forth in this solicitation.

Section 1.19 Equal Opportunity

The successful Proposer must agree to abide by regulations pertaining to Equal Employment set forth in all applicable local, state and federal regulations, to include not discriminating because of race, color, religion, sex, age, disability, or national origin.

Section 1.20 Evaluation Process and the Highest Scored Bidder

An evaluation team will review, in detail, all proposals that are received to determine the Highest Scored Bidder (HSB).

Following the initial review and screening of the written proposals, using the selection criteria described below, several bidders may be invited to participate in the final selection process, which may include participation in an oral interview and/or submission of y additional information as requested by **CEOGC**.

CEOGC reserves the right to determine the suitability of proposals on the basis of a proposal's meeting administrative requirements, technical requirements, the review teams' assessment of the quality and performance of the equipment and services proposed, and cost.

During the evaluation process, **CEOGC** may require bidder's representatives to answer questions with regard to the proposal and/or require certain bidders to make a formal presentation to the evaluation team and/or the **CEOGC** Executive Team. **CEOGC** may also have discussions with those bidders falling within a competitive range, and request revised pricing offers from such bidders and makes an award and/or conduct negotiations thereafter.

This request for proposal does not commit **CEOGC** to award a contract. Bidders shall bear all costs incurred in the preparation of the proposal and participating in the proposal evaluation process. **CEOGC** reserves the right to reject and all proposals, to accept the proposal it considers most favorable in its sole discretion, and to waive minor irregularities. **CEOGC** further reserves the right to seek new proposals when such procedure is considered by it to be in the best interests of **CEOGC**.

- 1) The following criteria will be used in reviewing and comparing the proposals and in determining the HSB. The weight to be assigned to each criterion appears following each item.
 - a) Responsiveness of the proposal to the submission requirements set forth in the RFP (5%)
 - b) Agreement **CEOGC** contracting requirements (5%)
 - c) The technical ability, capacity, and the flexibility of the Proposer to perform the contract in a timely manner and on budget as verified by e.g., the quality of any demonstration, client references, demonstrated success in projects with similar requirements and any other contracts with **CEOGC** (35%)
 - d) The financial viability of the Proposer as evidenced by standard financial reports (10%)
 - e) The total cost of the proposal solution. If the proposal contains itemized rates, per piece pricing, or commission based pricing, **CEOGC** reserves the right to calculate total contracted cost by calculating rates using either previous known usage activity or future projected volume. Costs will be evaluated only if a proposal is determined to be otherwise qualified. Costs should be itemized by type to allow **CEOGC** to implement the solution over the term of the contract (45%)
- 2) If a large number of proposals are received, **CEOGC** reserves the right to review the proposals using a tiered evaluation system. All qualified proposals will be evaluated based on the submission requirements and costs, with the top candidates advancing as finalists and receiving a full evaluation as outlined above.

Section 1.21 Short Listing

CEOGC reserves the right to select a limited number of Proposers to make an oral presentation of their qualifications, proposed services, and capabilities if they so choose. Those Proposers selected will be contacted by CEOGC, if necessary.

Section 1.22 Questions Regarding the RFP

Questions and answers regarding the RFP may be shared with all Proposers known to be interested in submitting a proposal.

If a question relates to a proprietary aspect of a proposal and the question would expose proprietary information if disclosed to competitors, the Proposer may submit the question in writing, conspicuously marking it "CONFIDENTIAL." With the question, the bidder must submit a statement explaining why the question is sensitive. If **CEOGC** concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and the answer will be kept in confidence. If **CEOGC** does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the bidder will be notified.

Section 1.23 Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Proposer should immediately provide **CEOGC** with written notice of the problem and request the RFP be clarified or modified. Without disclosing the source of this request, **CEOGC** may modify the document prior to the date fixed for submission of proposals by issuing an addendum to all potential Proposers to whom the RFP was sent.

If prior to the date fixed for submission, a Proposer knows of, or should have known of an error in the RFP but fails to notify **CEOGC** of the error, the Proposer shall bid at its own risk, and if awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

Section 2 Scope of Work

Section 2.1 Statement of Work

CEOGC is soliciting proposals from record storage service providers to furnish off-site document storage and related services for the agency. The main office is located at 1801 Superior Ave, Suite 400, Cleveland, OH 44114. The main office hours are from 8:00 am to 5:00 pm Monday through Friday, excluding holidays. The agency currently houses approximately 5,000 boxes at an off-site storage facility, and generates another 200 to 300 boxes or more, that may require storage each year. The majority of the boxes stored are the standard 1.2 cubic foot, or letter/legal storage boxes.

Section 2.2 Record Storage

The selected Proposer must provide secure off-site storage for the Agency's documents and be able to provide enough physical storage capacity for 3,000 boxes at the initiation of the contract. **CEOGC** may add more boxes to the selected Proposer during the term of the contract. The selected Proposer must accommodate the additional boxes at the rates offered during the contract term.

Section 2.3 Record Pick-Up and Delivery

The Proposer must accept and respond to pick-up and delivery requests from designated **CEOGC** facilities. The Proposer will deliver requested boxes and/or files during the normal business hours of 8:00 am to 5:00 pm, Monday through Friday, excluding holidays. Orders for delivery placed before 3:00 pm will be delivered the next business day. Orders placed for rush delivery placed before 1:00pm will be delivered within 4 hours. Orders for pick-up of new or refile boxes and/or files will be picked up within 2 business days.

Deliveries are to be made to the requesting facility unless the requesting facility specifically asks for the delivery to be sent to another **CEOGC** facility. New or refile boxes and/or files for pick-up will be picked up from the requesting facility's office unless the requestor specifies pick-up from a different **CEOGC** location.

The Proposer shall combine delivery and pick-up of boxes or files into one trip when requested and shall meet the delivery requirements listed above.

Section 2.4 Transition Services

At the commencement of the contract, the Proposer must assume full responsibility for the transfer of all boxes and files currently at various **CEOGC** sites that need long-term records storage. This responsibility includes new bar coding, labeling, data entry, and inventorying for the boxes to be stored at the vendor's facility or facilities at the beginning of the contract period. The Proposer should include in its response, the process for acquiring the agencies boxes from the current facilities and a timeline for the process. Any costs related to this requirement must be clearly identified in the Proposer response.

The new vendor will replace current boxes damaged during transfer, or currently damaged in temporary storage. Replacement boxes should be clearly identified on the initial billing along with any associated costs.

Section 2.5 Permanent Removal or Destruction Services

CEOGC may require the permanent removal or destruction of specific boxes stored with the Proposer. The Proposer shall provide for the permanent removal of such specified boxes and return to **CEOGC**. Boxes permanently removed from the Proposer must not

appear on subsequent monthly invoices for storage. Any costs or fees associated for permanent removal of boxes must be identified in the proposal.

The Proposer must have the ability to accomplish the certified destruction of records stored at the vendors. The certified destruction shall be performed by either shredding or incineration. The selected vendor must ensure that the confidentiality of all destroyed records is maintained throughout the destruction process. That vendor shall provide a certificate of destruction to **CEOGC** for those records destroyed. No records shall be destroyed without written approval from the administrator of the contract for **CEOGC**.

Section 2.6 Inventory Tracking

The selected Proposer shall maintain an accurate, bar coded and computer based inventory tracking system. The computerized system must be web enabled, with adequate security to provide internet access to the information by **CEOGC** users. At a minimum, this system must identify each stored **CEOGC** box by department; cost center; description and status (checked in/checked out). Essential data fields include; box number; bar code; box size; location; cost center; department; date entered or stored; major description; date of destruction, status and box history.

The inventory tracking process shall include appropriate logs and receipts for pick-up and delivery of the individual boxes for verification and audit purposes. Logs and receipts will be made available to **CEOGC** upon request.

Section 2.7 Reporting

The selected Proposer shall provide the following reports to **CEOGC** upon request. The vendor will list costs or fees, if any, for those reports. Please provide a sample of these reports in your response;

- 1) Inventory reports for all **CEOGC** boxes stored at the vendor's facility. Also detailed reports of the quantity of boxes and/or files by division or departments.
- 2) Activity reports including a summary of ordering activity by location, quantity, and order type. Retrieval activity reports include history for check out, permanently removed and destroyed inventory.
- 3) Financial reports that provide billing activity for a specified invoice period.

Section 2.8 Account and Invoicing

The selected Proposer shall provide a monthly invoice to the main account manager showing a line item for all the departments' storage and activity costs. The invoice shall include a detailed list of all transactions for each department and a summary page

listing division department totals for each department cost center. The total monthly cost for each department will be billed to and paid by the main account manager.

Section 2.9 Secure Storage and Facility Standards

The selected Proposer's storage facility shall provide a level of protection consistent with industry standards and must meet all applicable and current requirements of the National Fire Protection Association. The storage facility or facilities must be properly shelved, fully secured and equipped with motion, smoke and heat detectors/alarms to prevent loss from theft and fire. The facility may not house any hazardous or flammable materials. The storage facility may not be housed within a flood area or risk exposure from external hazards.

The selected Proposer's storage facility must be solidly constructed with secure loading and unloading areas. Floors shall support 300 pounds per square foot and shall be at or above ground level to assure dry storage. Walls surrounding the record storage area shall be four-hour fire resistant. Roof shall be of non-combustible construction and leak proof. Proposer shall provide proof of semi-annual treatment and/or inspection for rodent and insect protection.

The selected Proposer is responsible for all contents stored in any of its storage facilities. The Proposer shall provide a written disaster recovery plan for any catastrophic occurrences including but not limited to earthquake, flood, fire, etc. The Proposer must carry the appropriate insurance and provide proof thereof. Storage facilities must be equipped with an intrusion alarm system that is monitored 24 hours per day, including weekends and holidays.

The Proposer must provide adequate storage capacity to meet both the current and the future needs of **CEOGC**.

Section 2.10 Transportation

The Proposer must provide vehicles designed for the transportation of storage records. The vehicles must have the appropriate security features (anti-theft device) and be secured while at a delivery/pick-up site. All vehicles must be equipped with a fire extinguisher.

Section 3 Proposal Organization and Format

To be considered responsive, a proposal must contain the following, prefaced by a table of contents, referenced by number and in the order below. Proposals may include parts of the original RFP if answering questions asked or used in the tailoring of a specific

response, but should not be included in full unaltered form or filler. If specific submission requirements are especially large and self-contained (i.e., annual reports, 10-K, user's guide, etc.) they may be included in separate appendix. Proposals should not direct the evaluation team to visit on-line resources to obtain information, or include "to be provided afterward, or provided upon request" clauses. Special instructions will be included for portions that must be submitted in their native format, usually x.lis files (i.e., itemized cost forms, financial questionnaires, etc.).

- 1) A brief description of the history and the organization of the Proposer's firm, and of any proposed subcontractor.
- 2) Copies of business licenses, professional certifications or other credentials, together with evidence that the Proposer, if a corporation, is in good standing and qualified to do business in Ohio.
- 3) The most recent year's Annual Report or comparable document, including detailed current profit and loss, assets and liabilities, and other relevant financial data. Proposers must submit Attachment B: Vendor history Questionnaire electronically in native Excel (.xls) format to Gpolivier@ceogc.org
- 4) A description of at least three (3) similar projects completed by the Proposer within the past three (3) years. Include personal references with contact information for each.
- 5) Qualifications, background and experience of the project director and other staff proposed to work on this project.
- 6) A general description of the techniques, approaches and methods to be used in the completion of this project.
- 7) A description of the chronology for completing the work, including a time line and deadlines for completing each task.
- 8) A detailed cost proposal, including any set-up charges; materials charges; etc. attachment A; Itemized Cost Proposal electronically in native Excel (.xls) format to Gpolivier@ceogc.org by the due date specified on page one. As **CEOGC** may award the contract based on the initial offer, a Proposer should make its initial offer on the most favorable terms available. **CEOGC** reserves the right, however, to have discussions with those Proposers falling into a competitive range, and to request revised pricing offers from them and to make an award or conduct negotiations thereafter.
- 9) A written acknowledgement of the acceptance of the Contracting Requirements set forth in section IV of this RFP. Specific terms may be reserved for future negotiation, but must be clearly identified and reasons given for the reservation.

Proposals which fail to address each of the submission requirements above may be deemed non-responsive and will not be further considered. Note that responses to questions must be specifically answered within the context of the submitted proposal. The **CEOGC** evaluation team will not refer to a designated web site, brochure, or other location for the requested information. Responses that utilize references to external materials as an answer will be considered non-responsive.

Section 4 Insurance Requirements

The selected Proposer will provide and keep in full force and effect during the term of this agreement, at the Proposer's own cost and expense, the following insurance policies for the joint benefit of the Proposer and **CEOGC**, with an insurer reasonably acceptable to **CEOGC**:

- 1) Commercial general liability insurance with a general aggregate limit of at least Two Million Dollars (\$2,000,000); at least One Million Dollars (\$1,000,000) personal and advertising injury limit; at least One Million Dollars (\$1,000,000) premises and operations limit; at least One Million Dollars (\$1,000,000) each occurrence.
- 2) Workers' compensation insurance as required by law, together with employer liability coverage with limits of not less than One Million Dollars (\$1,000,000) per occurrence.
- 3) Comprehensive automobile liability insurance covering owned, leased, hired and non-owned vehicles with at least One Million Dollars (\$1,000,000) combined single limit.

The Proposer will deliver to **CEOGC** offices at 1801 Superior Ave. Suite 400, Cleveland, OH 44114, true and correct copies of its insurance policies required above, and certificates of each insurance within seven (7) days of the execution of this agreement. Each policy shall name **CEOGC** as an additional insured and will state that the Proposer's policy shall be primary and that any insurance carried by **CEOGC** shall be noncontributing with respect thereto. Each policy will provide for thirty (30) days prior written notice to **CEOGC** in the event of cancellation or reduction in coverage or amount. If the Proposer fails to secure and maintain insurance policies complying with the provisions of this agreement, the **CEOGC** may purchase the appropriate insurance policies and the Proposer will pay upon demand the cost of it to **CEOGC**, or **CEOGC** may terminate this agreement. Additionally, if the Proposer assigns any portion of the

duties under this agreement, each subcontractor or assignee will purchase and maintain the same insurance coverage required hereunder.

The Proposer shall immediately notify **CEOGC** if the Proposer's commercial general liability insurance contains restrictive endorsements other than those restrictive endorsements normally included in the State of Ohio. If the Proposer's commercial liability insurance contains such restrictive endorsements, the vendor shall have five (5) business days to remove said restrictions. If the Proposer is unable to do so, the **CEOGC** may terminate this agreement, and will be required to give the vendor no more than two (2) days' notice of such termination, anything in this agreement to the contrary notwithstanding.

Section 5 Terms and Conditions

Section 5.1 Contracting Requirements & Execution

Upon selection of a Proposer, the terms set forth in this RFP are to be embodied in a definitive agreement containing such additional covenants and other provisions as may be mutually acceptable.

CEOGC contemplates that, in addition to the terms described above in this RFP, final agreement between **CEOGC** and the selected Proposer will include without limitation, the following terms. Submission of a proposal shall constitute agreement to contract on these terms, except for any term specifically reserved in the proposal for future negotiation.

No contract or agreement, express or implied, shall be binding on **CEOGC** before the execution of a written contract by both parties. If agreement on the terms of such a contract cannot be reached after a period of time deemed reasonable by **CEOGC** in its sole discretion, **CEOGC** may enter into negotiations and sign a contract with any other Proposer who submitted timely, responsive and responsible proposals to the RFP.

If after **CEOGC** and the HSB agree to terms and execute a contract, that contract is terminated for any reason, **CEOGC** may in its sole discretion, either enter into negotiations with the next highest scored Proposer, or issue a new RFP and begin the proposal process anew.

Section 5.2 Warranties and Representations

Proposer warrants and represents that it possesses such expertise, experience and resources to perform the scope of services required in a diligent, timely and professional manner consistent with the standards of the industry. Proposer represents and warrants that none of its work performed under this agreement will infringe on the rights of third parties. Proposer will supply at all times an adequate number of well-qualified personnel to perform this work. Proposer will supply a contact person available to remedy any non-conformity with this warranty. If any of Proposer's work is found to be infringing, the Proposer will correct the work to be non-infringing at no charge to **CEOGC**.

Section 5.3 Equipment, Tools, Supplies

The selected Proposer will supply all equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services and insurance required. The Vendor is not required to purchase, rent or hire any equipment, tools, supplies, offices, transportation, personnel, insurance or instrumentalities from **CEOGC**. **CEOGC** has no obligation whatsoever to provide any equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services or insurance required performing services under this agreement.

Section 5.4 Indemnity Obligations of Vendor

The selected Proposer will protect, indemnify, defend and hold harmless **CEOGC** (including its Board of Directors, officers, CEO and President, agents, employees and volunteers as the same may be constituted from time to time) from and against all claims, demands, debt, liability, obligations, cost, expense, lien, action or cause of action (including but not limited to actual damages, fines, attorney's fees, whether or not litigation is actually commenced) arising out of: (i) the material breach by the Proposer of any warranty, representation, term or condition made or agreed to by the Proposer; (ii) all products and services prepared by or for the Proposer hereunder and provided to **CEOGC**; (iii) any claim or action for personal injury, death or otherwise involving alleged defects in Proposer's business or any of its products or services provided to **CEOGC**; (iv) any breach by Proposer of any statutory or regulatory obligation; (v) the actual or alleged infringement by Proposer of any patent, copyright, trademark or other proprietary right of any person or entity; and/or any act or omission of Proposer, its employees, agents or subcontractors.

Section 5.5 Termination

- 1) **At Will.** The agreement may be terminated by **CEOGC**, in its sole and complete discretion, upon thirty (30) days written notice to the selected Proposer. In the event of termination pursuant to this section, the Proposer's sole compensation will

be for that portion of services performed or goods delivered up to the date of termination, together with reimbursable expenses, if any then due. Proposer will not be paid for any services, goods or reimbursable expenses associated with any work or service not specifically authorized by **CEOGC**.

- 2) **Authorization of Funds.** If the term of this agreement extends into fiscal year(s) subsequent to that in which it is signed, it is understood the continuation of this contract is subject to the authorization of sufficient funding for such purpose by the funding authority for **CEOGC**. If sufficient funds are not authorized, the parties mutually agree that the contract may be terminated or amended as appropriate in response to the reduction in funding. If the agreement is terminated, Contractor agrees to take back any affected equipment, products, software, or hardware furnished under this contract, and relieve **CEOGC** of any further obligation, except for **CEOGC's** obligation to pay for services already performed pursuant to this agreement.
- 3) **Default by Selected Proposer.** This agreement may be terminated by **CEOGC** upon fifteen (15) days written notice to the selected Proposer in the event the Proposer is in default under any of its provisions. In the event this agreement is terminated due to default by the Proposer, the Proposer will not be entitled to receive any compensation for services performed or for reimbursable expenses incurred, and **CEOGC** will have the right to have the services completed by other parties and the Proposer will reimburse **CEOGC** for the actual costs to complete the services in excess of the balance of the fee and reimbursable expenses, if any, provided for in this agreement. Any such act by **CEOGC** will not be deemed a waiver of any right or remedy of **CEOGC**, including, without limitation, the **CEOGC's** right to consequential damages caused directly or indirectly by the Proposer's fault.
- 4) **Automatic Termination.** This agreement will automatically terminate on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; (b) sale of the business of either party; (c) failure to comply with federal, state or local laws, regulations or requirements, or (d) expiration of this agreement.

Section 5.6 Confidentiality and Publicity

The selected Proposer will retain all information provided by **CEOGC** in the strictest confidence and will neither use it nor disclose it to anyone other than employees requiring the information to perform services under this agreement without the prior written consent of **CEOGC**. **CEOGC** retains the right to enjoin any unauthorized disclosure in an appropriate court of law. The Proposer will not issue any public announcements concerning the **CEOGC** without the prior written consent of **CEOGC**.

Section 5.7 Compliance with Laws

The Proposer agrees to comply with all applicable federal, state, and local laws and regulations. The Proposer agrees to include the non-discrimination and compliance provisions of this clause in any and all subcontracts to perform work under this agreement.

Section 5.8 Assignment/Subcontracting

- 1) **Assignment.** The Proposer will not assign or transfer its interest, in whole or in part, under this agreement, without the written consent of **CEOGC**, which consent may be granted or withheld in the sole and absolute discretion of **CEOGC**.
- 2) The Proposer will clearly describe the reason for using any subcontractors, the specific role each subcontractor will play in the project, and the relationship between the Proposer and its subcontractor to be maintained during the term of this agreement. No subcontract will be approved unless the vendor provides a written guarantee that the Proposer's firm will be contractually obligated to assume all project responsibilities and the insurance requirements set forth above.

Section 5.9 General Provisions

- 1) **Force Majeure.** Neither party will be deemed in default of this agreement or any provision hereunder to the extent that any delay or failure in the performance of the obligations of such party (other than the payment of money) results from any significant and material causes beyond its reasonable control and without fault or negligence by such party. Examples of such causes include, but are not limited to, (1) acts of God or public enemy, (2) acts of the government in its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) embargoes, (9) earthquakes, and (10) unusually severe weather.
- 2) **Governing Law.** The agreement will be governed by the laws of the State of Ohio.
- 3) **Attorneys' Fees.** In the event either party institutes any action or proceeding against the other party relating to this agreement, the unsuccessful party in such action or proceeding will reimburse the successful party for its disbursements incurred in connection therewith and for reasonable attorney's fees to the successful party, the successful party in any lawsuit shall be entitled to collect or enforce the judgement. This provision is separate and shall survive the merger of the agreement into any judgement.

- 4) **Audit.** Selected Proposer agrees that **CEOGC** or its designee shall have the right to review and copy any records and supporting documentation pertaining to the performance of this agreement. Proposer agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Proposer agrees to allow **CEOGC** or its designee access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Proposer agrees to include a similar right of **CEOGC** or its designee to audit records and interview staff in any subcontract related to performance of this agreement.
- 5) **License.** In those instances where required, the Proposer represents and warrants that the Proposer holds a license, permit or special license to perform the services pursuant to this agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license and shall keep and maintain all such licenses, permits or special licenses in good standing and in full force and effect at all times while the Proposer is performing the services pursuant to this agreement.

Section 5.10 Disposition of Materials

All materials submitted in response to an RFP will become the property of **CEOGC** and will be returned only at the option of **CEOGC**, and the expense of the Proposer. One copy of each proposal will be retained for **CEOGC** files and become public record. Specific limited pages of a proposal, not including the proposed cost and compensation, may be marked as proprietary and confidential. The entire proposal cannot be deemed confidential. The Proposer's consent will be requested before release of such confidential pages to non **CEOGC** personnel. By submitting a proposal, a Proposer agrees to these terms and waives any right to pursue a cause of action for damages incurred as a result of the release of any information contained in a proposal.

Proposed Fee Schedule

Description	Rate
Storage	
Letter legal Box	_____
Letter Bankers Box	_____
Oversized Box Storage	_____
Other	_____
Supplies	
Letter Legal Box & Lid (Empty)	_____
Letter Bankers Box & Lid (Empty)	_____
Labels	_____
Services	
Oversized Box & Lid (Empty)	_____
New File (Box) Add Charge	_____
Box Pull Charge	_____
Box Re-File Charge	_____
Rush Pull Charge	_____
Other Charge (Explain)*	_____

Please use this page to detail any charges not listed on the proposed charge page. List the type of charge; the amount of the charge; and how the charge is applied.

1) _____

2) _____

3) _____

4) _____

5) _____

6) _____

7) _____

8) _____

9) _____

10) _____

