

**THE OHIO STATE UNIVERSITY  
REQUEST FOR INFORMATION**

Date Issued: May 16, 2003

RFI Closing Date: May 30, 2003 at 12:00 Noon, ET

**INFORMATION #: 03-PAYROLL CARD/PSC**

**PAYROLL SOLUTION FOR THE OHIO STATE UNIVERSITY**

Responses to this Request For Information must be received by the RFI Closing Date specified above at the location below.

The Ohio State University  
Purchasing Department  
2650 Kenny Road  
Columbus, Ohio 43210

Purchasing Department Contact: Pamela Clark  
Voice: 614/292-9551      Fax: 614/292-6913      Email: [clark.3@osu.edu](mailto:clark.3@osu.edu)

Company Name: \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name \_\_\_\_\_ Title: \_\_\_\_\_

Voice: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

# REQUEST FOR INFORMATION

## INQUIRY #03-PAYROLL CARD/PSC

### PAYROLL SOLUTION FOR THE OHIO STATE UNIVERSITY

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## **SECTION I: DEFINITIONS**

Relative to this document, and any addenda incorporated therein, the following definitions apply.

### **General:**

**RFI**: Request For Information.

**Shall, Must, Will**: Indicates a mandatory requirement. Failure to meet mandatory requirements will invalidate the bid response, or result in rejection of a proposal or quotation as non-responsive.

**May, Should**: Indicates something that is requested but not mandatory. If the Bidder fails to provide requested information, the University may, at its sole option, either request that the Bidder provide the information or evaluate the proposal without the information.

**OSU, University**: The Ohio State University.

**CMV**: A minority owned or controlled business as defined in the Ohio Revised Code Section 122.71 and certified by the State of Ohio Equal Opportunity Commission.

**Information/Proposal, Quotation**: Response provided by Supplier or Bidder.

**RFI Closing Date**: The date and time specified in this RFI by which the Information/Proposal must be received by the University's Purchasing Department.

## **SECTION II: RFI RESPONSE REQUIREMENTS**

The following MUST be included in your response package by the RFI Closing Date/Time, May 30, 2003 at 12:00 Noon, ET.

- Signed and dated RFI cover sheet/page;
- Responses to Schedule A

The University reserves the right to request from (at its sole discretion) some or all of the respondents, any further information or documentation that it deems necessary.

## **EXHIBIT A: BACKGROUND AND SCOPE OF WORK/SPECIFICATIONS**

### **Background**

The Ohio State University, located in Columbus, Ohio, is one of America's leading comprehensive teaching and research universities. Nationally and internationally recognized, Ohio State offers more than 170 undergraduate majors, 120 graduate programs, and more than 90 professional programs through its academic colleges and schools; regional campuses in Lima, Mansfield, Marion, Newark, and Wooster; and extension services in Ohio's 88 counties.

Ohio State is a student-centered research university that provides a well-rounded experience both inside and outside the classroom. Graduate and undergraduate students have the opportunity to play an active role in research with real-world applications. Ohio State faculty members are internationally known for their academic credentials, real-world experience, and leading-edge research in areas as diverse as supercomputing, business, and engineering.

Ohio State provides resources that are not available at many other universities. The Ohio State University Libraries house the largest library collection in Ohio and one of the top 20 academic library collections in North America.

Ohio State's main campus is also home to a medical center complex that comprises the largest medical teaching hospital in the country; the Arthur G. James Cancer Hospital and Richard J. Solove Research Institute, one of the few freestanding cancer research and treatment hospitals in the U.S.; and academic colleges in medicine and public health, dentistry, optometry, nursing, pharmacy, and veterinary medicine.

Public service has always been central to Ohio State's mission. The University regularly collaborates with partners in business, education, and public and social service. Key university initiatives for the 21<sup>st</sup> century include K-12 education, state and regional economic development, health care delivery, and lifelong learning opportunities through distance learning and technological advances.

For more detailed information about Ohio State and its academic opportunities, visit the university Web site at [www.osu.edu](http://www.osu.edu).

### **Payroll Stats for Fiscal Year 2002**

- Produced more than 600,000 payroll check totaling \$87,800 in gross bi-weekly payroll
- Monthly and biweekly payroll cycles
- Data entry for timekeeping is completely decentralized
- Current direct deposit fluctuates between 55-67% depending on the time of year. Student employees elect direct deposit at a lower rate than regular employees do.

## Specifications

- ✓ Vendor must provide support with marketing to university employees
- ✓ All accounts must be FDIC insured
- ✓ Not allow "non-sufficient funds"
- ✓ Accept 100% of University employees
- ✓ Handle administrative card management
- ✓ Allow 100% withdrawal of employees' pay
- ✓ Allow the card to be linked to employees' bank accounts for transfers
- ✓ Provide written instructional materials when employees sign up
- ✓ Linked to a wide range ATM network, e.g. STAR, Cirrus, Plus, Maestro, Pulse, MAC, Moneystation
- ✓ Provide 24/7 telephone customer service for lost or stolen cards
- ✓ Allow unlimited daily withdrawals
- ✓ Provide employees with check withdrawal solution
- ✓ Provide employees a detailed monthly statement of activities

In submitting information, please describe and define any costs associated with the following:

- Transaction fees
- Administrative Costs
- Software (lease purchase, installation, training, customization)
- Standard Reports
- On-going Technical Assistance
- Related Training
- Web capabilities, including real-time processing of applications

## **SCHEDULE A**

Please respond to the following:

1. Provide a sample Payroll Card.
2. Outline the processes required for employee and employer to participate in the program e.g. sign up, transfer of funds and reconciliation processes.
3. Provide at least three references of similar size corporate payroll card programs; include a name, address and telephone number.
4. Identify the personnel (sales and technical) to be assigned to this project. Include name, address and years of experience with similar programs.
5. Provide transition timeline, plan and training that will be provided for program implementation.
6. Identify how employees will be able to use the payroll card at ATM's and local vendors/merchants.

### **A. General Information**

1. Describe the process used to set up the funding account.
2. Will the funding account be a zero balance account?
3. How long does it take to implement the program?
4. Describe the implementation support you provide.
5. Describe the training materials you provide:
6. Describe the level of training support you provide:
7. Describe the marketing materials you provide:
8. Identify the kind of reports that are available (i.e. - Negative Balance Summary, Debit Balance, Days Before Card Expiration, Account Creation, Account Activation, ACH Rejects, Lost/stolen Cards, Non-Activated and Re-Issued Accounts):
9. Can we print our company logo on the card – can it be co-branded without assuming responsibility for expense activity?

10. Describe the payment reconciliation information you provide.
11. Do you provide enrollment/change forms directly to employees?
12. Can employees enroll/make changes automatically (using an Internet/Intranet/IVR system)?
13. Describe the employee information required for enrollment:
14. Describe the employer information required for enrollment:

**B.**    **Functional**

1. How are employees enrolled?
2. Do employees get an individual account number, if yes, how?
3. How does payroll get the account number information?
4. Does payroll need to use a routing number in addition to an account number?
5. Once enrolled, how do employees get their cards?
6. How are cards activated (must they be activated)? Are cards reactivated annually?
7. How does the employee select a PIN to access account funds?
8. Does the first card payment require a pre-note?
9. How does the payment (loading) process work – either ACH or intra-bank transfer?
10. How long does it take to get the payments into the employee's account (posting)?
11. Is there a min/max payment limit?
12. Is there a limit on how many payments one employee can get in a month?
13. Do regular ACH rules apply to the payroll card (i.e. single entry reversals within five days of settlement date, federal banking days, etc.)?
14. What is the process for lost/stolen cards – does payroll need to know or change the employee's account information?
15. How can we pay an employee if they have lost their card and not yet received a replacement card (emergency payments)?
16. Will balances from the lost/stolen card be automatically transferred to the new card?
17. Can we make adjustment payments (in between regular payroll cycles) and if yes, what is the process?



18. What is the correction process?
19. What do we do if an active employee wants to opt out of the program?
20. What happens when an employee terminates?
21. What happens to inactive cards, or cards held by terminated employees, that still have a balance left?
22. Do the cards expire, and if yes, what is the process to renew them?
23. If an employee must renew their card annually does the account information change?
24. What happens if an employee forgets to renew the card, and payroll has processed a payment?
25. Who is responsible to report changes to the employee's personal information that impacts their account (name, address, home phone, etc.)?
26. What happens to balances that remain on inactive accounts?

**C.**    **Technical**

1. Will this program require any system enhancements to our current payroll system?
2. What are the technical requirements for enrollments?
3. What are the technical requirements for payments (loading)?
4. Are the technical requirements for non-routine payments different from regular payroll (i.e.? - emergency payments)?
5. What are the technical requirements for accessing electronic reports?

**D.**    **Payroll Card Functionality**

1. Can the employee get cash-back from an Interlink merchant?
2. Can the employee use the card anywhere in the world to make purchases?
3. Can the employee use any ATM anywhere?
4. Can the employee get a cash advance – if yes, how?
5. Can the employee transfer funds from the card into another type of account (or vice-versa)?
6. Can the employee transfer funds to someone else?

7. Can the employee remit funds overseas using the card?
8. Can the employee write checks from the account?
9. Can the employee have automatic bill payments set up?
10. Is their purchase protection available to the employee?
11. Can you ensure no overdrafts occur? If yes, how?
12. If you are not able to ensure no overdrafts, who is liable for the overdraft if uncorrectable?
13. Will the employee get monthly statements?
14. In what format (paper, electronic) are the statements available?
15. Will the employee have inquiry access to their account via interactive voice response (IVR) and the Internet?

**E.**    **Customer Service**

1. Describe the level of customer service provided to employees.
2. Is there a phone number that employees can call 24/7?
3. Describe the dispute process:
4. Describe the card replacement process:

**F.**    **Pricing – Employer Fee Structure**

1. Are there enrollment fees?
2. Are there loading fees?
3. Are there special handling fees?
4. What is the fee for each new/replacement card and who pays for it?
5. Are there monthly account fees?
6. What are the costs for reports?
7. What are the costs for account reconciliation?

8. Other fees/costs?
9. How will I be billed?

**G. Pricing – Employee Fee Structure**

1. How many free withdrawals per pay cycle can an employee get from your ATM network?
2. What other ATM/network can the employee use to get free withdrawals?
3. Can I pay for one free ATM withdrawal per employee/per pay cycle? If yes, how much?
4. Provide a listing of applicable nation-wide ATM locations:
5. Provide a listing of networks:
6. Will the employee be charged any point-of-sale (POS) fees?
7. Will the employee be charged monthly account fees?
8. Will the employee be charged monthly statement fees?
9. Will the employee be charged an inquiry fee?
10. Other fees/costs?
11. Other than ATM fees, explain how you will collect fees from the employee.



**THE OHIO STATE UNIVERSITY**  
**REQUEST FOR QUOTATION**

Bid Closing Date: **01/20/04 @ 4:00 PM**, Local Time

**INQUIRY #: 04-542724011-SEJ**  
**(PFAHL HALL CARPET REPLACEMENT)**

**MANDATORY PRE-BID CONFERENCE**

Bidders must attend the Mandatory Pre-Bid Conference scheduled on:

**Thursday, January 8, 2004 at 2:00 P.M., ET**  
**Pfahl Hall, Room 230**  
**280 W. Woodruff Avenue**  
**Columbus, Ohio 43210**

**Failure to meet this requirement will invalidate the bid response.**

**Quotations** must be received by the Bid Closing Date specified above at the location below.  
**Quotations** received after the Bid Closing Date will be returned, unopened, to the vendor.

The Ohio State University  
Purchasing Department  
2650 Kenny Road  
Columbus, Ohio 43210

Purchasing Department Contact: Sandra Johnson  
Voice: **(614) 688-4940** Fax: **(614) 292--6913** Email: **johnson.1125@osu.edu**

By signing this document I am agreeing, on behalf of my firm, to the specifications of this **RFQ** and accepting, without exception or amendment the University's "Additional RFP/RFQ Terms and Conditions" (Section IV) and "Purchase Order Terms and Conditions" (Section III). Any purchase order or University contract issued as a result of this RFQ shall be subject to these terms and conditions. Should a Bidder propose exceptions to the Terms and Conditions cited above, the Bidder must submit such proposed exceptions and/or amendments in writing, and in its bid response package, by the Bid Closing Date. The University reserves the right to reject some, all or none of the proposed exceptions and/or amendments and assert its Terms and Conditions as described in Sections III and IV.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Voice: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

# REQUEST FOR QUOTATION

**INQUIRY # 04-542724011-SEJ  
PFAHL HALL, REPLACEMENT CARPET**

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### SCHEDULES

A.	Bid Pricing Form
B.	OSU Certification Form
C.	Contract Cost Breakdown form
D.	Bid Guaranty and Contract Bond Form
E.	Defining Sexual Harassment
F.	Sample of the Certificate of Liability Insurance

## **SECTION I: Definitions**

Relative to this document, and any addenda incorporated therein, the following definitions apply.

**General:**

**RFQ:** Request For Quotation.

**Shall, Must, Will:** Indicates a mandatory requirement. Failure to meet mandatory requirements will invalidate the bid response, or result in rejection of a quotation as non-responsive.

**May, Should:** Indicates something that is requested but not mandatory. If the Bidder fails to provide requested information, the University may, at its sole option, either request that the Bidder provide the information or evaluate the quotations without the information.

**OSU, University:** The Ohio State University.

**Agreement or Contract:** Award resulting from the Request for Quotation.

**CMV:** A minority owned or controlled business as defined in the Ohio Revised Code Section 122.71 and certified by the State of Ohio Equal Opportunity Commission.

**Bidder, Vendor, Supplier:** Respondent to the Request for Request for Quotation.

**Quotation:** Response provided by Supplier or Bidder.

**Addendum(a):** Written instruments, issued solely by the University's Purchasing Department, that detail amendments, changes or clarifications to the specifications and terms and conditions of this RFQ. Such written instruments shall be the sole method employed by the University to amend, change or clarify this RFQ and any claims (from whatever source) that verbal amendments, changes or clarifications have been made shall be summarily rejected by the University.

**Bid Closing Date:** The date and time specified in this RFQ by which the Quotation must be received by the University's Purchasing Department in accordance with Section II Paragraph 1 of this RFQ. Quotations or received after such date and time will not be considered.

## **SECTION II: Standard RFQ Instructions and Information**

Bidders are cautioned to read this entire document carefully and to prepare and submit their response providing all requested information in accordance with the terms and conditions set forth herein. To be considered, Bidders must submit a complete response to this **RFQ** in the format detailed by the specifications. **Quotations** must be dated, signed by an official authorized to bind the Bidder to the terms of the quotation and submitted to the Purchasing Department in accordance with the terms and conditions of this **RFQ**.

1. **Quote Submittal:** **Quotations** should follow the chronology of the **RFQ**. Bidders may return Quotations to the University prior to the Bid Closing Date (as determined by the clock in the Purchasing Department) by, first-class certified mail, return-receipt requested, express mail, or hand-delivery. Bidder's bid form will be accepted only if the University's bid form is signed and dated with reference to the Bidder's bid form as an enclosure. Any bid form that does not include price, payment terms, FOB point, date and a reasonable delivery promise may be considered an incomplete bid. Receipt of a **Quotation** by the University mail system does not constitute receipt by Purchasing. **Quotations** received after the Bid Closing Date will not be considered. Office hours for receipt of quotes are Monday through Friday, 8 AM through 5 PM, ET. Requests for extension of the Bid Closing Date will not be granted unless the University determines, at its sole discretion, that the original Bid Closing Date appears impractical. Notice of any extension will be provided in the form of an Addendum to all Bidders.

2. **Signature Required:** The original bid cover sheet and Supplier certification form must be signed and completed by the Bidder submitting the **Quotation**. Failure to sign the **Quotation**, or submit a signed certification may disqualify the bid. Any bid which does not include prices, terms, F.O.B. point, the inquiry number, date and a realistic delivery promise may be considered an incomplete bid.

3. **Non-Discrimination:** In submitting its **Quotation**, or performing that which results from an award by the University, the successful Bidder agrees not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, creed, religion, sexual orientation, national origin, sex, age, handicap or Vietnam era veteran status. The successful Bidder further agrees that every sub-contract for parts and/or service for any ensuing order will contain a provision requiring non-discrimination in employment as specified above. This covenant is required pursuant to Executive Order 11246, Laws and Regulations of the State of Ohio and policy of The Ohio State University. Any breach thereof may be regarded as material breach of contract or purchase order.

4. **Specifications:** **Quotations** are requested on the materials and/or services specified. Instructions, manufacturer's model or catalogue numbers, etc., where shown herein, are for descriptive purposes only and to guide the Bidder in interpretation of the quality, design and performance desired, and shall not be construed to exclude **Quotations** offering other types of material or service unless otherwise noted. If the description of your offer differs in any way, you must give complete detailed description of your **Quotation** including pictures and literature where applicable. Unless specific exception is made, assumption will be that you are bidding exactly as specified on this price inquiry.

5. **Pricing:** ALL PRICES MUST BE FIRM and in compliance with *RFQ* specifications. Please review your *Quotations* carefully, since it shall not be corrected after the Bid Closing Date. Any agreement or purchase order resulting from this inquiry shall require the successful Bidder to adhere to all specified conditions. Failure by the Bidder to meet delivery schedules: to deliver within a reasonable time, as interpreted solely by the University; to make replacement of rejected articles; or any other failure to perform in accordance with the terms and conditions of the inquiry and resultant agreement shall allow the University, at its sole discretion, to rescind or cancel the agreement and purchase in the open market articles or services of comparable grade to replace those rejected or not delivered. Bidder agrees to reimburse the University for any expense incurred in excess of the original contract price on all such purchases.
6. **University Rights:** University reserves the right to reject all, some, or none of the received *Quotations* and to waive informalities contained in *Quotations* which are not inconsistent with law. The University may also waive any minor defects in the *Quotation*.
7. **No Bid Requirement:** If you are unable to bid, please date and sign the price inquiry, indicate "NO BID", give a brief explanation, and return the price inquiry before the Bid Closing Date. Failure to extend this courtesy may jeopardize your consideration for receiving future bid inquiries.
8. **Evaluation:** If an award of contract is made, the Bidder whose *Quotation*, in the sole opinion of the University, represents the best overall value to the University, will be selected. Factors, which determine the award, are detailed more fully in the specifications, including but not limited to: the *Quotation's* responsiveness to all specifications in the inquiry; quality of the Bidder's products or services; Bidder's ability to perform the contract; and Bidder's general responsibility as evidence by past performance. Price, although a factor will not be the sole determining factor in award of the agreement.
9. **Award:** Unless the Bidder states otherwise, the University reserves the right to award by items, groups of items, or as a whole, whichever is deemed most advantageous to the University.
10. **Freight Terms:** All prices quoted are to be F.O.B. Destination. Unless clearly stated otherwise by the Bidder, prices quoted shall include all charges for transportation, packaging, crate containers, etc., necessary to complete delivery on an F.O.B. Destination basis.
11. **Sales Tax:** The Ohio State University, as an instrumentality of the State of Ohio, is exempt from Ohio sales tax and Federal excise tax, including Federal transportation tax. An exemption certificate will be furnished by the University Purchasing Department upon request.
12. **Invoicing:** If you are award recipient, your invoice must match the resultant purchase order on a line-by-line basis. The invoice must be identical in terms of cost; units specified; quantity ordered; and item descriptions. Unless specifically exempted, unit prices must be entered and item total extended on each invoice.
13. **Cash Discount:** Any cash discount offered will be accepted and the University will endeavor to use same; however, only 30 days or more discounts will be considered in computing the net figure of your *Quotation* for award decisions. Requests for plus discount for non-payment of invoice beyond due date will become a consideration in bid awards.
14. **Samples:** Any samples required for award evaluation must be furnished as requested, free of any expense. Unless destruction of sample is necessary for testing purposes, or retention of sample is required as a quality standard for future items shipped, samples will be returned to Bidder, at Bidder's expense, upon request. Unless otherwise requested or necessary, samples become the property of The Ohio State University.



15. **Compliance:** Bidder warrants that both in submission of its *Quotation* and performance of any resultant purchase order or contract, Bidder will comply with all applicable Federal, state, local, and University laws, regulations, rules, or ordinances.

16. **Advertising:** No Bidder providing products or services to the University shall appropriate or make use of the University's name or other identifying marks or property in its advertising without prior written consent of the University's Office of Trademark and Licensing.

17. **Informal Bids:** RFQ's are informal bids and will not be read at a public opening. Written requests for bid results must include the RFQ number and closing date. If Bidder wishes to obtain a copy of the bid tabulation and/or evaluation form once award is complete, Bidder should include a self-addressed, stamped envelope with its Quotation.

18. **Proprietary Information:** All evaluation criteria for bids is non-proprietary and subject to public disclosure after contract award. All *Quotations*, except for items reasonably identified by Bidder as trade secrets or proprietary information, are subject to public disclosure under Ohio Revised Code Section 149.43. Bidder shall be solely responsible for protecting its own trade secret or proprietary information, and will be responsible for all costs associated with protecting this information from disclosure. University shall keep one (1) copy of *Quotations* in accordance with its record's retention schedule.

19. **Incurred Expenses:** The Bidder(s), by submitting a *Quotation*, agree that any cost incurred by responding to this RFQ, or in support of activities associated with this RFQ, shall be born by the Bidder(s) and may not be billed to The University. The University will incur no obligation of liability whatsoever to anyone resulting from issuance of, or activities pertaining to this RFQ.

### **SECTION III: The Ohio State University Purchase Order Terms and Conditions**

#### **1. Offer**

This offer is subject to cancellation by PURCHASER without notice if not accepted by SELLER within fourteen (14) days of issuance.

#### **2. Acceptance and Confirmation**

This Purchase Order constitutes the entire agreement between the parties, unless otherwise specifically noted by PURCHASER on the face of this Purchase Order. Each delivery of goods and/or services received by PURCHASER from SELLER shall be deemed to be upon the terms and conditions contained in this Purchase Order. No additional terms may be added and Purchase Order may not be changed except by written instrument executed by PURCHASER. SELLER is deemed to be on notice that the PURCHASER objects to any additional or different terms and conditions contained in any acknowledgement, invoice, or other communication from SELLER, notwithstanding PURCHASER'S acceptance or payment for any delivery of goods and/or services, or any similar act by PURCHASER.

#### **3. Inspection**

All goods and/or services delivered hereunder shall be received subject to PURCHASER'S inspection and approval and payment therefore shall not constitute acceptance. All payments are subject to adjustment for shortage or rejection. All defective or non-conforming goods will be returned pursuant to the SELLER'S instruction at SELLER'S expense. To the extent that a purchase order requires a series of performances by SELLER, PURCHASER prospectively reserves the right to cancel the entire remainder of the Purchase Order if goods and/or services provided early in the term of the Purchase Order are non-conforming or otherwise rejected by PURCHASER.

#### **4. Shipping**

All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. No charges will be paid by PURCHASER for packing, crating or cartage unless otherwise specifically stated in this Purchase Order. Unless otherwise provided in Purchase Order, no invoices shall be issued nor payments made prior to delivery. Unless freight and other charges are itemized, any discount will be taken on the full amount of invoice.

All shipments of goods scheduled on the same day via the same route must be consolidated. Each shipping container must be consecutively numbered and marked to show this Purchase Order number. The container and Purchase Order numbers must be indicated on bill of lading. Packing slips must show Purchase Order number and must be included on each package of LCL shipments and/or with each carload of equipment. PURCHASER reserves the right to refuse or return any shipment or equipment at the SELLER'S expense that is not marked with the Purchase Order numbers. SELLER agrees to declare to the carrier the value of any shipment under this Purchase Order and the full invoice value of such shipment.

#### **5. Time Is Of The Essence**

Time for delivery of goods or performance of services under this Purchase Order is of the essence. Failure of SELLER to meet delivery schedules or deliver within a reasonable time, as interpreted by PURCHASER alone, shall entitle PURCHASER to seek all remedies available to it at law or in equity. SELLER agrees to reimburse PURCHASER for any expenses incurred in enforcing its rights. SELLER further agrees that undiscovered delivery of non-conforming goods and/or services is not a waiver of the PURCHASER'S right to insist upon further compliance with all specifications.

**6. Changes**

PURCHASER may at any time and by written notice make changes to drawings and specifications, shipping instructions, quantities and delivery schedules within the general scope of this Purchase Order. Should any such changes increase or decrease the cost of, or the time required for performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedule will be negotiated by the PURCHASER and SELLER. Notwithstanding the foregoing, SELLER has an affirmative obligation to give notice if the changes will decrease costs. Any claims for adjustment by SELLER must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon by the parties.

**7. Warranties**

SELLER expressly warrants that the goods and/or services covered by this Purchase Order will conform to the specifications, drawings, samples or other descriptions furnished or specified by PURCHASER, and will be of satisfactory material and quality production, free from defects and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. These warranties shall survive inspection, acceptance, passage of title and payment by PURCHASER.

**8. Statutory Conformity**

Goods and services provided pursuant to this Purchase Order, and their production and transportation, shall conform with all applicable laws, including but not limited to the Occupational Health and Safety Act, the Federal Transportation Act and the Fair Labor Standards Act, as well as any law or regulation noted on the face of the Purchase Order.

**9. University Name**

No SELLER providing goods and services to PURCHASER shall advertise the fact that it has contracted with PURCHASER for goods and/or services, or appropriate or make use of PURCHASER'S name or other identifying marks or property without the prior written consent of PURCHASER'S Office of Trademark and Licensing.

**10. Indemnification**

SELLER shall indemnify and hold harmless PURCHASER from any and all claims, including claims of negligence, costs and expenses, including but not limited to attorney's fees, arising from, caused by or related to the injury or death of any person (including but not limited to employees and agents of SELLER in the performance of their duties or otherwise), or damage to property (including property of PURCHASER or other persons), which arise out of or are incident to the goods and services to be provided hereunder. Nothing herein shall require indemnification as to any claims against PURCHASER arising from under the Ohio Worker's Compensation law, unless the claim arises out of services performed by SELLER'S employees on University property.

## 11. **Warranty of Non-Infringement**

11.1 SELLER represents and warrants that all goods sold or services performed under this Purchase Order are: a) in compliance with applicable laws; b) do not infringe any patent, trademark, copyright or trade secret; and c) do not constitute unfair competition.

11.2 SELLER shall indemnify and hold harmless PURCHASER from and against any and all claims, including claims of negligence, costs and expense, including but not limited to attorney's fees, which arise from any claim, suit or proceeding alleging that PURCHASER'S use of the goods and/or services provided under this Purchase Order are inconsistent with SELLER'S representations and warranties in section 11.1. SELLER'S defense of any claim shall be subject to the Ohio Attorney General's right to appoint counsel and approve settlements.

11.3 If any claim which arises from SELLER'S breach of section 11.1 has occurred, or is likely to occur, SELLER may, at PURCHASER'S option, procure for PURCHASER the right to continue using the goods or services, or replace or modify the goods or services so that they become non-infringing, (without any material degradation in performance, quality, functionality or additional cost to PURCHASER).

## 12. **Non Discrimination**

In fulfilling the terms of this Purchase Order, SELLER agrees that it will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, sex, sexual preference, handicap or Vietnam veteran-era status. This covenant is required pursuant to federal laws and regulations, including Executive Order 11246, State of Ohio laws and regulations, and policy of PURCHASER. Any breach of this provision may be regarded by PURCHASER as a material and substantial breach of the contract arising from this Purchase Order.

## 13. **Force Majeure**

Neither PURCHASER nor SELLER shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of God. When SELLER has knowledge of any actual or potential force majeure or other conditions which will delay or threatens to delay timely performance of this Purchase Order, SELLER shall immediately give notice thereof, including all relevant information with respects to what steps SELLER is taking to complete delivery of the goods and/or services to PURCHASER.

## 14. **Confidentiality**

SELLER agrees that it will keep confidential all information regarding the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical or proprietary information furnished by PURCHASER, and will use such items only in the production of goods and/or services under this Purchase Order, or any other Purchase Orders issued by PURCHASER. Upon the completion or termination of this or other Purchase Orders, SELLER shall immediately return all confidential information to PURCHASER or shall make other disposition of the confidential information as directed by PURCHASER.

## 15. **Assignment**

SELLER may not assign this Purchase Order, nor any money due or to become due without the prior written consent of the PURCHASER. Any assignment made without such consent shall be deemed void.

## 16. **Taxes**

Goods and services procured subject to this Purchase Order are exempt from Ohio sales tax, (Ohio Revised Code Section 5739.02), and from federal excise tax.

17. **General**

17.1 This Purchase Order shall be governed by the laws of the State of Ohio, without reference to any choice of laws rules.

17.2 Failure of PURCHASER to act immediately in response to a breach of this Purchase Order by SELLER shall not constitute a wavier of breach. Wavier of PURCHASER be any default by SELLER hereunder shall not be deemed a wavier of any subsequent default by SELLER.

17.3 All notices under this Purchase Order shall be sent to the respective addresses on the face page by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. Postage, delivery charges and other charges shall be paid by the sender. A party may change its address for notice by written notice complying with the requirements of this section.

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## **SECTION IV: Additional RFQ Terms and Conditions**

The Ohio State University reserves the right to:

- Reject any or all Quotations received in response to this RFQ;
- Request clarification from any Bidder on any or all aspects of its quotation;
- Cancel and/or reissue this RFQ at any time;
- Retain all Quotations submitted in response to this RFQ; and,
- Invite some, all, or none of the Bidders for interviews and further discussion.

### **Pre-Bid Conference:**

All bidders are required to attend the mandatory pre-bid conference and visit the project site in the company of the Project Coordinator to become acquainted with the existing conditions. Failure of a Bidder to satisfy this requirement shall invalidate their bid response.

In order to maintain the competitive nature of the bidding process, OSU reserves the right to cancel any pre-bid conference when fewer than two companies are in attendance.

**Project Coordinator:** Carlos Lugo, (614) 247-7960

**Project Estimate:** This contract is fairly estimated at \$87,552.00

**Pricing:** Price must remain firm during the duration of the contract.

**Rejection of Bid:** The University reserves the right, without notification, to reject any bid response the University deems as incomplete and/or not responsive to the specifications.

**Bid Results:** Bid results and/or award information may be obtained by placing the inquiry number on the front of a self-addressed, stamped envelope and enclosing the envelope with the bid response. When an award is made, a copy of the tabulation sheet will be mailed in the envelope provided. **Verbal requests for award information will not be honored.**

### **Provisions**

If any provisions in the resultant agreement are held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

### **Ethical Conduct**

It is expected that once a purchase order or contract is issued, vendors not receiving an award will not undertake any actions that might interfere with, or be detrimental to, the contractual obligations of The University. The University reserves the right to take any and all actions deemed appropriate in response to unethical conduct by a vendor. Such actions include, but are not limited to, establishing guidelines for campus visits by a vendor, and/or removal of a vendor from the University's bidders list(s).

Apart from the contact required for any on-going business at the University, vendors are specifically prohibited from contacting any individual at, or associated with the University regarding this RFQ. Vendor communication shall be limited to the Purchasing Department contact named on the cover page of this document. A vendor's failure to adhere to this prohibition may, at the University's sole discretion, disqualify the vendor's Quotation.

### **Specific Requirements**

**Prevailing Wages:** Reference is made to chapter 4115 of the Ohio Revised Code relating to the payment of prevailing wage rates on public improvements. Your quotation must include the payment of prevailing wages if our estimate is \$18,764 or more, or if the estimate is less than \$18,764 but your quotation is \$18,764 or over. Current prevailing wage determination schedules can be obtained from the State of Ohio Bureau of Employment Services, Wage & Hour Division at (614) 644-2239.

The Ohio Revised Code Section 4115.0 through 4115.99 requires Prevailing Wage information to be furnished to The Ohio State University, Office of Prevailing Wage Coordinator, 140 Central Service Building, 2003 Millikin Road, Columbus, Ohio 43210.

As soon as work begins on the contract, Contractor shall furnish to the prevailing wage coordinator a schedule of dates on which wages will be paid to employees of the project during the life of the contract. The prevailing wage coordinator will also be furnished one certified copy of the project payroll within two weeks of the initial pay date. Supplemental reports shall be made weekly thereafter, unless the life of the project shall exceed four (4) months; in such case, the report may be furnished once a month.

Each report (weekly or monthly) shall state the period covered and exhibit for each employee paid on the project, including employee name, current address, social security number, hourly rate of pay, job classification, fringe payments all deductions from wages and net pay, and number of hours worked each day on the project during the reporting period, the total hours each week on the project, as well as the total work on other projects.

Each report shall also have a certification executed by the Contractor, Subcontractor or duly appointed agent thereof. It shall recite that the payroll is correct and complete and that the wage rates shown are not less than those required by the contract it shall also state the name of the union or plan to whom the withheld or unpaid fringes are to be paid. The first report shall also list each fringe and state if it is paid as cash to the employee, or to a named plan.

The Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors. The payroll submitted shall be executed by the prime Contractor or a duly appointed agent thereof and shall recite that the payroll is correct and that the wage rates shown are not less than those required by the contract.

**University Insurance Requirements:** Each policy of insurance required to be purchased and maintained by the Contractor shall name The Ohio State University as an additional insured and each policy and respective Certificate of Insurance shall expressly provide that no less than thirty (30) days prior written notice shall be given to the Purchasing Department in the event of material alteration, cancellation, non-renewal or expiration of the coverage contained in such policy or evidenced by such Certificate of Insurance.

Certificate of Insurance by the Contractor's commercial carrier shall be filed by the Contractor with The Ohio State University Purchasing Department. Include insurance certificate with your bid response.

**Automotive Insurance:** Minimum requirements for Bodily Injury Liability of \$500,000 each person and \$1,000,000 each occurrence; for Property Damage Liability of \$250,000 each occurrence or \$1,000,000 **combined** single limit, bodily injury **and** property liability.

**Comprehensive General Liability:** Combined single limit of liability for bodily injury and property damage of \$2,500,000. The policy shall include personal injury, blanket contractual and broad form property damage.

**Umbrella/Excess:** Contractor may at his/her option elect to maintain and certify an alternate, lower comprehensive general liability limit upon certification of an umbrella/excess liability policy which brings the total combined coverage to no less than two million five hundred thousand (\$2,500,000) dollars, combined single limits (bodily injury and property damage). The policy shall include personal injury blanket contractual and broad form property damage. The Contractor shall hold The Ohio State University and Its Board of Trustees free and harmless from any injury or damage resulting from the negligent or faulty performance of the contract by the Contractor or his/her Subcontractors.

**Builder's Risk:** Builder's risk insurance to protect the Contractor and/or The Ohio State University, for loss or damage by fire, lightning, extended coverage, vandalism, and other perils (comparable in scope to perils insured under form of 1004577 special extended coverage endorsement). Such insurance shall be either a conventional Builder's Risk Policy, or an endorsement from a Contractor's existing permanent Builder's Risk Insurance or installation floater which names The Ohio State University as an **"additional named insured"** in full amount of the contract.

### **Bonding Requirements**

**Performance Bond:** The successful Bidder is required to file a bond at the time of the contract award for the full amount of the contract to indemnify the University as prescribed in Section 153.57 of the Ohio Revised Code.

### **Performance Requirements**

**Alterations:** No alterations shall be made in the work shown or described by the plans and specifications except upon the written order with all changes subject to fair and equitable price. All alterations must be agreed upon between The Ohio State University and the Contractor and endorsed upon the original contract (purchase order) by a change order, which shall be binding upon both parties.

**Project Foreman:** Immediately after contract award (purchase order), the Contractor shall assign a project foreman, who shall be the Contractor's representative on the job site.

**Permits:** Local building permits that are required will be the responsibility of The Ohio State University. All other permits shall be paid for by the Contractor whose work is involved.

Completed installations must conform with state laws and local ordinances and regulations. Each Contractor shall obtain required permits, certificates of inspection and guarantees, relative to the work in question and shall pay all charges connected therewith.



**Drawings:** Architectural, mechanical and electrical shop drawing and fixture cuts and schedules required shall be submitted to the project coordinator for approval before ordering the items or starting the work involved.

**Working Hours:** Access to buildings is available from 8:00 a.m. to 5:00 p.m. Restrictions may apply to various buildings contingent upon occupancy, use and location. Questions regarding the hours of work in a specific building should be directed to the project coordinator.

**Service Lines:** All Contractors, before making connection to, or disturbing any of the service lines in the building or tunnels of The Ohio State University, shall obtain permission from the Department of Physical Facilities to make the connections and changes to service lines in a manner to cause the least interference with the work of the various departments that might be affected.

If this requires night, weekend, or holiday work, so it shall be. The Contractor shall be responsible for damages to University property and shall repair or replace same, providing they are clearly traceable to the work on this project.

**Time of Completion:** Completion of the project will be within the specified period cited on our inquiry. Authorization to proceed with work will be in the form of a purchase order.

Requests for time extensions must occur within five (5) working days after receipt of purchase order which is The Ohio State University's contract. Time extensions will be granted at the discretion of The Ohio State University.

**Delay Caused by the University or by Unforeseen Cause:** The Contractor shall not be charged with liquidated damages or any excess cost when the delay in the completion of the work is due to any act, neglect, delay or default of The Ohio State University or any unforeseen cause beyond the control and without the fault or negligence of the Contractor. The time fixed for completion of the work shall be extended for a period of time equal to the time lost, provided the Contractor shall immediately from the beginning of such delay, notify The Ohio State University or its authorized representative, in writing of the cause of the delay, and The Ohio State University shall acknowledge receipt of said notification, in writing to the Contractor. The Ohio State University shall make a final determination of merits of the Contractor's request for extension upon submission of the final invoice by the Contractor.

**Liquidated Damages:** Upon failure to have all work completed within the aforementioned time, the Contractor shall forfeit and pay, or cause to be paid, to The Ohio State University for and as liquidated damages to be deducted from any payments due or to become due to the Contractor, the sum of five hundred dollars (**\$500**) per day, for each and every day thereafter that said work remains in an unfinished condition.

**Quality:** It is the intent of this contract to provide completed projects, properly executed within the time frame specified in accordance with these specifications, Ohio basic building codes and all other applicable codes as necessary.

All products/materials used on projects under this agreement shall be new and free from defects and shall conform to required standards or performance for strength, safety, length of life, etc., as required by these specifications, standards of applicable testing agencies, applicable building codes and/or government regulations.

Use of adequate numbers of skilled workers who are thoroughly trained and experienced in the type of work being performed and who are completely familiar with drawings and specifications for this project. Include all labor, materials, equipment and supervision and other items needed whether or not specifically called for in order to properly execute the work within the time period defined. The Contractor shall clarify any inconsistencies,

discrepancies and/or omissions in the intent and/or scope of the work with the project coordinator prior to inclusion in the project. The project coordinator shall define or resolve such matters as quickly as possible and the decision of the project coordinator shall become a part of the contract agreement.

Methods and schedules for execution of the work shall be reviewed with the project coordinator prior to commencing any operations, to clarify intent and avoid conflicts and delays. Failure to review methods and schedules with the project coordinator may result in requirements to revise portions of the work at no additional cost to The Ohio State University.

**Substitutions/Workmanship:** Material shall be as stipulated in the specifications, no substitutions shall be allowed without written consent of the project coordinator.

Should faulty material or workmanship be evident, whether before or after inclusion into the work, the Contractor shall, upon notification of the project coordinator, cause the removal of the objectionable materials or workmanship and the proper materials or workmanship shall be installed or accomplished without delay.

**Removal of Debris:** Continuous removal of all debris from building and site throughout tenure of the work shall be the responsibility of the Contractor. Debris removed from work site will be transported to an acceptable disposal site.

**Guarantee:** A guarantee of all workmanship and materials for a period of one (1) year from the date of acceptance by The Ohio State University will be provided by the Contractor.

**Safety:** The Contractor shall comply with all provisions of the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA), Federal, State, Municipal and University Safety Laws and Regulations. Work procedures will include all safety measures needed to ensure the well being and safety of workers, employees and all persons affected by the transportation equipment.

The following information will be turned over to the authorized University representative prior to commencement of work: The Contractor's documentation on worker training and Company Policies and Procedures for compliance with OSHA's standard on Lockout/Tagout, Hazard Communication (MSDS) and Confined Space Entry.

Fire prevention and safety in all areas involving elevator service will be the responsibility of the Contractor and subject to inspection and approval of the State of Ohio Fire Marshall and the City of Columbus Fire Marshall.

The Contractor is responsible for supplying all tools of the trade and for their safety and performance; e.g., meters, power tools, ladders, scaffolding, barriers, etc.

The Contractor shall post appropriate signs before commencing work.

The Contractor shall furnish their own safety devices, signage and barriers when working in the public spaces or when required.

In the event of new or altered governmental regulation/restriction which would necessitate alteration in the performance of services or elevator operations, it is the responsibility of the Contractor to immediately notify The Ohio State University and its representatives. The Contractor will specify in writing the regulation(s) and how it impacts the equipment operations, service and/or the contract. The Contractor will be solely responsible, and shall indemnify the University for any and all claims, including claims of negligence, fines and/or penalties, which arise out of the Contractor's failure to comply with applicable safety regulations.

**University's Right To Inspect:** The Contractor shall provide sufficient, safe and proper facilities at all times in the execution of this contract. The Ohio State University or its authorized representative shall be permitted to inspect all work and materials at any time. The Ohio State University or its authorized representative shall be permitted to inspect relevant data and records at any time upon twenty-four (24) hours notice. The Contractor, within twenty-four (24) hours after receiving written notice from The Ohio State University to that effect shall immediately remove from the grounds or building all materials condemned by him/her, whether worked or unworked, and take down any portion of the work which the university shall by like written notice condemn as unsound, improper, or in any way failing to conform to the drawings or specifications.

When Contractor is satisfied that all work required, by plans and specifications, has been completed, he/she will notify the project coordinator, who will inspect the project. The Contractor will be notified immediately as to acceptance or rejection of work in question. Upon receipt of the list of deficiencies, the Contractor shall take immediate corrective action to bring the work up to specifications.

**University's Right To Terminate Contract:** Should the Contractor fail to prosecute the work with promptness and diligence, or otherwise be guilty of substantial violation of any provision of the contract, The Ohio State University shall give written notice to the Contractor of such failure. If the Contractor, agent or surety company fails to comply with The Ohio State University's request within five (5) days of written notice, The Ohio State University may employ upon the work the additional force, or supply special materials of such part of either as is deemed proper, and may remove improper materials from the grounds. The Contractor and his surety shall be liable to The Ohio State University if the unpaid balance of the contract is insufficient to finish the work due to the Contractor's failure to complete his contract. In the case of discontinuance of the employment of the Contractor, the Contractor shall not be entitled to receive any further payment under this contract.

**Damages:** Use all means necessary to protect materials used and/or finished work before, during and after installation, and to protect the work and materials of other trades and of the existing site, building or premises and/or new and existing work and materials resulting from work under this contract, or from failure to take proper precautions to protect the area, shall be remedied by the prime Contractor at the Contractor's expense.

**Force Majeure Clause:** Notwithstanding any other provision herein, each party's time of performance shall be extended to the extent reasonably necessary in the event that an Act of God, war, civil commotion, fire, explosion or other force majeure event occurs without the fault or negligence of the non-performing party and prevents timely performance under this agreement; provided, however, that such failure to perform or delay could not have been prevented through the use of reasonable precautions, and such delay or non-performance cannot be reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. The affected party shall promptly notify the other party of the circumstances causing its delay or failure to perform and of its plans and efforts to implement a work-around solution.

For as long as such circumstances prevail, the party whose performance is delayed or hindered shall continue to use all commercial and reasonable efforts to recommence performance without delay.

**Painting:** The Ohio State University is currently operating under a Consent Decree from The United States District Court regarding contracts for painting services. The Ohio State University is enjoined from considering race, color, national origin, gender, social or economic disadvantage in connection with the procurement of painting services. This injunction applies to the initial award of contracts for painting services, subcontracting requirements, as well as initial award contracts with painting components.

**Hazardous Materials:** The successful bidder shall comply with all applicable federal, state, local and University regulations concerning the removal of hazardous materials. Contractor shall indemnify and hold harmless The Ohio State University, its Board of Trustees, officers, employees and agents from any and all claims, including claims of negligence, fines and/or penalties which result from Contractor's failure to abide by these rules, laws and/or regulations.

### **Requirements for Payment**

**Payments:** Contractor's payment request shall be based on an approved contract cost breakdown.

- A. Partial payments made as the work progresses shall in no way be considered as an acceptance of any portion of the labor or material embraced in the contract.
- B. Materials delivered at the site and approved by the project coordinator and included in a certified partial payment shall become the property of The Ohio State University and in no case shall such materials be removed from the site.
- C. Contractor's payment request shall be submitted by the Contractor once a month; partial payment to the Contractor for labor performed shall be made at the rate of ninety percent of the estimates prepared by the Contractor and approved by the project coordinator.
- D. Payment of approved Contractor's request shall be made within thirty (30) days from the date it is approved by the project coordinator.

**Funds in Trust:** All moneys paid on account to any Contractor for materials or labor shall be regarded as funds in trust for payment of any and all obligations relating to this contract, and no such amount of moneys shall be permitted to accrue to the Contractor until all such obligations are satisfied.

Before final payment, the Contractor shall file an affidavit stating the monetary obligations relating to lienable items in connection with the work have been fulfilled.

**Funds Withheld:** Funds which are withheld from approved phase completions shall be paid to the Contractor within thirty (30) days from the date of final acceptance noted of the above work and after submission of affidavit noted above.

**Delay Considerations:** In the event of unforeseen delays through no fault of the Contractor, causing work to commence after the mutually agreed upon start date, The Ohio State University will consider the Contractor's request for payment of materials in storage.

In the event material ordered under the terms of this contract must be stored off The Ohio State University's premises, such must be in a licensed, bonded and fireproof warehouse at no additional cost to The Ohio State University. Material ordered under the terms of this contract for which The Ohio State University has made payment must be fully insured for casualty loss. Such evidence of casualty insurance with The Ohio State University named as insured must be provided prior to payment.

**Progressive Payments Option:** The Ohio State University may consider a proposal based upon progressive payments and with authorization by the project coordinator. Additionally, a performance bond will be required. See the section entitled "**Bonding Requirements.**"

Partial payments made as the work progresses shall in no way be considered as an acceptance of any portion of the labor or material included in this contract.

Contractor's payment request shall be submitted by the Contractor upon completion of each phase; partial payment to the Contractor for labor performed shall be made at the rate of ninety-two percent (92%) of the estimates prepared by the Contractor and approved by the project coordinator.

Contractor's payment request shall be based on an approved contract cost breakdown submitted with the bid response.

Payment of approved Contractor's request shall be made within thirty (30) days from the date it is approved by the project coordinator.

### **Policies of The Ohio State University**

**Non-Discrimination:** The successful bidder agrees not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly to indirectly related to employment because of race, color, creed, religion, sexual orientation, national origin, sex, age, handicap or Vietnam era veteran status. The successful bidder further agrees that every sub-contract for parts and/or service for any ensuing order will contain a provision requiring non-discrimination in employment as herein specified.

This covenant is required pursuant to Executive Order 11246, Executive Code of Ohio, and policy of The Ohio State University. Any breach thereof may be regarded as material breach of contract or purchase order.

**Employment of University Employees:** In accordance with Ohio Revised Code Section 2921.42 that states the successful vendor shall not be permitted to utilize any current employees of The Ohio State University in the fulfillment of the resulting agreement. Further, if the University determines that any of its current employees are being utilized by successful vendor in fulfillment of vendor's obligations under this agreement, the resulting agreement may be terminated without penalty by the University.

**Standards of Conduct:** The Contractor is responsible for maintaining satisfactory standards of employee competency, conduct, courtesy, appearance, honesty and integrity. The Contractor is responsible for taking such disciplinary actions with respect to any employees as may be deemed necessary by The Ohio State University.

The University may, in writing, require the Contractor to remove immediately from this assignment any employees deemed by the University (who has sole discretion) to be incompetent, careless, or otherwise objectionable due to one or more of the following:

- Neglect of duty.
- Disorderly conduct, use of abusive or offensive language, smoking, sexual harassment, quarreling, intimidation by words or actions, or fighting.
- Theft, vandalism, immoral conduct or any criminal action.
- Selling, consuming, possession, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for The Ohio State University.

The Ohio State University will require workers to be clean and dressed appropriately at all times. Socks, shoes, pants and shirts will be worn at all times. The Contractor's employees shall be identified by attire displaying the company's name or logo.

**Sexual Harassment:** All Contractors and their employees and the employees of their Subcontractors shall be apprised of The Ohio State University's policy governing sexual harassment and shall be contractually bound by that policy while in the employ of The Ohio State University. This policy (enclosed) is part of contract documents.

If an alleged incident of sexual harassment is reported either directly or indirectly, to The Ohio State University Purchasing Department, or reported to a Contractor who is in the employ of The Ohio State University, the University Purchasing Department shall require the Contractor to immediately remove the employee(s) or the employee(s) of the Subcontractor involved in the alleged incident, from the job site.

**Non-Smoking Policy:** The Ohio State University recognizes the need to create and maintain an environmental quality which sustains and enhances the general health and well-being of its faculty, staff, students, patients and visitors. Henceforth, all buildings and university vehicles, regardless of location, shall be smoke-free. This policy shall apply to all indoor spaces and facilities and to outdoor facilities and spaces as designated.

**Taxes:** The Ohio State University is tax exempt from the State of Ohio Sales Tax as provided in Section 5739.02 of the Revised Code of Ohio and also from the State of Ohio Use Tax, Section 5741.01. Materials purchased for use or consumption with the proposed work will be exempt.

Purchases by the Contractor of expendable items such as form lumber, tools, oils, grease, fuel or equipment rentals are subject to the application of the Ohio Sales or Use Tax.

**Parking:** Parking and access to the campus must be coordinated with The Ohio State University Division of Traffic and Parking, 160 Bevis Hall, 1080 Carmack Road, Columbus, Ohio, (614) 292-9341. Costs for parking will be at the successful bidder's expense.

## SECTION V: RFQ Response Requirements

The following MUST be included in the bid-response package by the Bid Closing Date; **January 20, 2004 at 4:00 P.M., ET**, failure to do so WILL invalidate the bid response.

- Signed and dated RFQ cover sheet/page;
- Pricing document, Schedule A;
- Contract cost breakdown, Schedule D; and
- Certification/Conflict of Interest Form, Schedule B.
- Seam Layout

The following MUST be properly completed by Bidders, and MUST be received by the University prior to the issuance of a purchase order or University contract. If not included in the bid-response package, the University reserves the right to request the following from (at its sole discretion) some, all, or none of the respondents. The University also reserves the right to define and impose reasonable deadlines for the receipt of the following; failure to meet such deadlines MAY, at the sole discretion of the University, invalidate the bid response.

- Certificate of Insurance; and
- Worker's Compensation Certificate.
- Performance Bond

The University reserves the right to request from (at its sole discretion) some or all of the respondents, any further information or documentation that it deems necessary for the issuance of a purchase order or University contract.

## **EXHIBIT A: SPECIFICATION AND SCOPE OF WORK PARAMETERS**

PFAHL HALL Carpet replacement in the following areas.

Second floor: Rooms 230, 240 & Corridors X205C, X206C, X207C & X208C.

Third floor: Rooms 330, 340 & Corridors X305C, X306C, X307C & X308C.

### *Carpet Specs*

#### *I. Scope of work:*

Provide, deliver and install new materials as specified below. No substitutions will be accepted.

Provide carpet as described below, all floor and wall preparation, materials required for installation, and floor transition strips. Removal and recycling of old flooring required. Provide OSU with the specifications for recycling program. Contractor will be responsible for undercutting of existing doors to allow for complete, uninterrupted door swing after installation of new carpet.

#### II. Alternates:

- A. Alternate 1: Please price as an alternate for work to take place during non standard hours i.e.: Saturday, Sunday or after 5:00 pm Monday through Friday
- B. Alternate 2: new 4" Johnsonite straight vinyl base in areas with existing vinyl base (no new base required where existing wall base is stone or wood). Remove existing wall base, and prepare wall for new base. Base color to be selected by OSU from Johnsonite standard color selection system "Color Match".

#### *III. Carpet construction:*

Manufacturer:	Brintons U.S. Axminster
Weave	Axminster
Grade	AX7010N
Pitch	7
Rows/Inch	7.00
Finished Pile Height	.25"
Fiber	100% Type 6.6 Advanced Generation Nylon plus Static Control. Yarn quality and fiber engineering shall be equal to or greater than the soil hiding and stain resistant characteristics of Brintons US Axminster nylon (6.6 molecular structure). Carpet shall be static resistant (less than 3.0 KIVA). Carpet fibers and backing shall be totally synthetic to provide protection against bacteria and fungi growth.
Yarn Ply/Size	2/52
Pile Yarn Wt./Finished	25.3 ounces per square yard
Total Finished Weight	47.1 Ounces per Square Yard
Backing Material	100% Synthetic Chain - Polyester Stuffer - Polyester Filling - Polypropylene
Cushion	Styrene-butadiene rubber, double stick adhesive application. Pad shall be tested for proven extension of carpet life, should be sound absorbing, moisture resistant and antimicrobial.
Adhesive	All adhesives to be waterproof and non-flammable. Cushion to floor adhesive: premium quality, pressure sensitive adhesive. Carpet to cushion adhesive: premium, high solid multi-purpose firm set carpet adhesive.



Warranty	minimum of 10-year full wear guarantee
Flammability testing	Carpet flammability ratings shall be determined by the Flooring Radiant Panel Test method as defined by ASTM (E-84) and NFPA 253 and shall be as follows: rating of .45 or more watts per square centimeter. All carpet shall also have a specific optical density of 450 or less as determined by testing in the flaming mode in the NBS "smoke chamber" in accordance with NFPA Standard No. 258.
Carpet pattern	Brintons pattern 64/07/09-72 with the following colors: A28-4060, A24-4179, A26-V126, A29-4100 & A29-4071.

#### *IV. Floor transitions:*

Vinyl transition strips for carpet. Johnsonite T-Mouldings. Use Type CE-XX-C to transition from ½" flooring to ¼" or 3/8" material. Use Type CD-XX-B to transition from ½" flooring to 1/8" material. Color to be selected by OSU from Johnsonite standard color selection system "Color Match".

Transition strips to comply with ADA Section 4.5.2 Changes of Level; exceeds ASTM E 648 Class I flammability requirements. Provide a floor transition strip at every location where carpet butts against an existing flooring material. Contractor to verify existing conditions before ordering transition strips to verify that strips work with existing and new flooring materials.

#### V. Submittals:

- A. Shop drawings. Submit shop drawings of seam layout for approval before work begins. Avoid seams in heavy traffic paths or areas. Shop drawings should also include locations of transition strips.
- B. Cut sheets of selected transition strips and wall base. Submit color samples for color selection by OSU.
- C. Notarized statement from manufacturer. Before carpet materials are ordered, submit four copies of the test results from a recognized laboratory and four copies of a notarized statement, signed by an officer of the manufacturing firm(s), confirming that the carpet products proposed for use are those which have passed the required tests defined above.
- D. Affidavit by general contractor. Submit four copies attesting that materials actually installed were the same as those certified as meeting specified requirements.
- E. Proposed schedule of work. Submit for approval before work can proceed.

#### *VI. Installation:*

*Install all carpet over cushion. Installation of cushion and carpet to follow US Brintons U.S. Axminster Inc. installation procedures for Axminster carpet. At doorways, center seams under door in closed position.*

#### VII. Undercutting of doors:

*Contractor will be responsible for proper undercutting of existing doors to allow for complete, uninterrupted door swing after installation of new carpet. The bottom of each undercut door to be repaired refinished and sealed to match original conditions. Work to be done on site, at location to be determined by owner. A proposed schedule for this work to be submitted to OSU for approval before work can proceed.*

#### *VIII. Cleaning:*

*Immediately prior to final inspection, carpeted areas shall be totally cleaned of all soil, including dirt, dust, spots, stains, adhesive, paint, construction debris, etc.*

**SCHEDULE A**

**BID PRICING FORM-Price must be the same as the total price on the Cost Break Down Sheet**

Company Name:	
Authorized Signature	
Date	

<b>Bid Price for Scope of Work</b>	
Cash Discount (%)	
Payment Terms	
Commence Work	

**SCHEDULE B  
OSU CERTIFICATION**

(Please check and/or complete the appropriate response – see shaded areas)

1. **Minority Business Enterprise-** The Bidder  is  is not a minority business enterprise. A minority business is defined as an individual, partnership, corporation, or joint venture of any kind that is owned and controlled by United States citizens, residents of Ohio, who are certified by the state of Ohio Equal Opportunity Center, and who are members of one of the following economically disadvantaged groups: African-Americans, Native-Americans, Asian-Americans, and Hispanic-Americans.
  
2. **Buy American-**The goods  are  are not produced or mined in the United States of America, its possessions, or Puerto Rico.
  
3. **Buy Ohio-**Note: Economic preference shall be awarded to Ohio Bidders and Bidders from "Border" (Michigan, Kentucky, Indiana, Pennsylvania, and West Virginia) states, provided those states do not impose economic restraints on products produced or mined in Ohio. An "Ohio Bidder" describes one who offers Ohio products (defined to mean products which are mined, excavated, produced, manufactured, raised, or grown in the state by a person where the input of Ohio products, labor, skill or other services constitutes no less than 25 percent of the manufactured cost) or a Bidder who demonstrates significant Ohio economic presence (defined to mean business organization that: have sales offices, divisions, sales outlets or manufacturing facilities in Ohio or facilities demonstrate a significant capital investment in Ohio; pay required taxes to the state of Ohio; and are registered and licensed to do business in the state of Ohio with the office of Secretary of State).

The Bidder  is  is not considered a Bidder from a "Border State" or an "Ohio Bidder," as described above.

4. **Conflict of Interest-**

4-a.  The Bidder certifies that **none** of the company's directors or principal officers are employed by or affiliated with The Ohio State University.

4-b. Should any of the Bidder's directors or principal officers also be employed by or be affiliated with The Ohio State University, **the Bidder will so certify by listing their name(s) and title(s) below:**

Name of Company Director or Principal

Officer Affiliated With or Employed

By The Ohio State University

Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Failure to complete this document with requested information concerning any of the representations cited above may disqualify your bid submittal. The University, at its discretion, may disqualify your bid if any such representations are deemed inaccurate or any such employment of affiliation creates a potential conflict of interest.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Supplier Federal Tax I.D. Number \_\_\_\_\_

**Note:** The provisions of this form are based upon University regulations, Federal regulations and the requirements of Chapter 125 of the Ohio Revised Code.

SCHEDULE C  
**Contract Cost Breakdown Form**



**THE OHIO STATE UNIVERSITY**  
Pfahl Hall, Carpet Replacement

**Facilities Management Division**  
**Student Affairs Facilities Planning and Support**  
**710 Lincoln Tower, 1800 Cannon Drive**  
**Columbus, Ohio 43210**  
**Phone: 614/292-3410 Fax: 614/292-6581**

## Contract Cost Breakdown

**1. Project: Pfahl Hall, Carpet Replacement Inquiry # 04- 542724011A-SEJ**

2. Type of Contract: Carpeting

3. Sheet 1 of 2

4. Project name and location:  
**Pfahl Hall, Carpet Replacement**  
**280 W. Woodruff Avenue**  
**Columbus, Ohio 43210**

County:  
**FRANKLIN**

5. Contractor name, address, city, state and zip:

FTI#: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_

6. Contractor hereby certifies that information provided herein is a true and accurate detailed breakdown for the work.

\_\_\_\_\_  
 Contractor

\_\_\_\_\_  
 Date

**Project / Contract #: Pfahl Hall, Carpet Replacement**

Sheet 2 of 2

7a	7b	7c	7d	7e
Item #	Description	Labor	Material	Total Item Cost
1.	Bond and Insurance			
2.	General Conditions			
3.	Scheduling and Coordination of Work			
4.	Field Supervision			
5.	Mobilization			
6.	Close-Out Items			
<b>Total</b>	Put <b>total</b> Price on <u>SCHEDULE A - BID PRICING</u> <i>page 20</i> Price must be the same			

Contractor hereby certifies that information provided herein is a true and accurate detailed breakdown for the work.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

SCHEDULE D

**The Ohio State University**

*FORM OF BID GUARANTY AND CONTRACT BOND*  
**(As prescribed by Section 153.571, ORC)**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_

\_\_\_\_\_

as Principal at \_\_\_\_\_

(Address) and \_\_\_\_\_

as Surety, are hereby held and firmly bound unto The Ohio State University as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on (date) to undertake the project known as

\_\_\_\_\_

The penal sum, referred to herein, shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of dollars (\$ \_\_\_\_\_). **(If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates.** Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a bid on the above-referred to project:

NOW, THEREFORE, IF THE Obligee accepts the bid of the Principal, and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lower bidder to perform the work covered by the bid; or resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal, and the Principal, within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen and laborers for labor performed and material furnished in the carrying forward, performing or completing of said contract; we, agreeing and assenting to, at this undertaking shall be for the benefit of any materialmen or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions or additions, in or to the terms of said contractor in or to the plans and specifications, therefore, shall in any wise affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**PRINCIPAL:**

\_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:**

\_\_\_\_\_

**SURETY:** \_\_\_\_\_

\_\_\_\_\_

**BY:**

Attorney-in-Fact

**SURETY COMPANY ADDRESS:**

Street

City

State

Zip

Telephone

**SURETY AGENT'S ADDRESS:**

Agency Name

Street

City

State

Zip

Telephone

## SCHEDULE E

### DEFINING SEXUAL HARASSMENT

Sexual harassment may be defined as any unwelcome sexual attention or behavior. There are two categories of sexual harassment:

**Quid Pro Quo:** Occurs when an individual is subject to unwelcome sexual behavior or advances and submission is made the basis for firing, hiring, advancement, or evaluation in the academic setting.

**Hostile Environment:** Occurs when any type of unwelcome sexual behavior creates a hostile, intimidating, uncomfortable, or non-productive work or study environment.

### **OHIO STATE'S DEFINITION OF SEXUAL HARASSMENT (Sexual Harassment Policy)**

*Sexual harassment is any unwelcome sexual advance, request for sexual favor, reference to gender or sexual orientation, or other physical or verbal conduct of a sexual nature when:*

1. Submission to or rejection of such conduct is used either explicitly or implicitly as a basis for and decision affecting terms or conditions of an individual's employment, participation in any program or activity, or status in an academic course; or
2. Such conduct has the effect of unreasonably interfering with an individual's work performance or educational experience, or creates an intimidating, hostile, or offensive environment for working, learning, or living on campus, and has no legitimate relationship to the subject matter of a course.

*Sexual harassment can occur between any individuals associated with the university, i.e. between an employee with a supervisor, between co-workers; between faculty members; between faculty, staff or student and a customer, vendor or contractor, or between a student and a faculty member or another student.*

### **EXAMPLES OF SEXUALLY HARASSING BEHAVIORS (Not an exhaustive list)**

*The behaviors listed below are examples of some of the behaviors that can constitute sexual harassment. At Ohio State, sexual harassment occurs if the behavior is sexual and unwanted, if an individual's academic or work position is dependent on submitting to or accepting the behavior, or if it contributes to an offensive, hostile, or uncomfortable working or studying environment.*

These behaviors are unacceptable and should not be present in the classroom, work environment, or advising sessions, in syllabi, tests, or other course material (unless it has a legitimate relationship to the subject matter of the course), or in any other academic or workplace arena.

- Sexual jokes, innuendoes, and gestures
- Unsolicited and unwelcome flirtations, advances or propositions, however subtle
- Graphic or degrading comments about an individual's appearance, dress, or body
- Staring at an individual or focusing upon a particular area of the body
- Elevator eyes – looking someone up and down
- Whistling, cat calls, leering
- Terms of address such as "honey," "baby," "chick," "hunk," or "dear"
- Regularly offering personal gifts such as flowers, candy, etc.
- Display of sexually suggestive objects or pictures
- Sexual or intrusive questions about an individual's personal life
- Neck or shoulder massages
- Pressure for sexual activity, however subtle
- Explicit offers of sex for grades, money, or other rewards
- Any unnecessary, unwanted physical contact such as touching, rubbing, hugging, pinching, patting, or kissing
- Physical or sexual assault, including rape



## RESPONSIBILITIES OF UNIVERSITY LEADERSHIP

### Preventing Sexual Harassment

1. **Raise the subject of sexual harassment proactively.** Make sure that all faculty, staff, and students understand what sexual harassment is, that it is not acceptable at Ohio State, and that prohibited behaviors are clearly understood. Distribute the Sexual Harassment Policy and Procedures on a regular basis. Offer training programs regularly for faculty, staff, and students at all levels.

Sexual harassment training should be mandatory for managers. Managers and supervisors should be trained in sexual harassment prevention, to understand and enforce the policy, to recognize improper conduct among peers and employees, and to take appropriate action to prevent, stop, and remedy the misconduct. In the academic setting, faculty can be considered as classroom “managers,” and thus may incur some of the liability associated with management responsibilities.

2. **Expect and encourage faculty, staff, and students to behave professionally.** Set an example. Avoid flirting behaviors on the job. Keep in mind that jokes with any sexual content can imply or be interpreted by other that individuals are proposing or receptive to sexual behavior. Sexual jokes, like racial jokes, are not acceptable in the workplace. Set standards of dress and decorum in your department. Regardless of how anyone dresses, dress must not be interpreted as an “invitation” or serve as a justification for sexual harassment. No one asks to be harassed.
3. **Be frank about what is offensive.** Talk with harassers openly and tell them that their behavior is offensive. Encourage individuals to talk openly as well.
4. **Don’t tolerate any harassment, however, inconsequential it seems to you or others.** The more tolerant the environment is, the more harassers will feel free to harass. Express disapproval of and take action to stop sexually harassing language and conduct. Indicate to harassers that the harassing behaviors must stop and that recurrence will not be tolerated.

### HOW DO I KNOW IF MY BEHAVIOR IS SEXUAL AND/OR UNWANTED?

Many faculty, staff, and students have a difficult time identifying when their behavior is sexual or unwanted. In the best of all worlds, people who find behavior offensive would tell the offending party. However, this does not happen often.

Because sexual harassment is defined more by its impact on the target or receiver of the behavior, and less by the intention of the individual doing the behavior, it is increasingly important for each person to be aware of their behaviors and possible impacts of their behavior. Here are questions you can ask yourself to determine if your behavior or behaviors you observe, may be sexual and/or unwanted.

1. **Is there an equal level of intention of the behavior?**

I make 90% of the sexual innuendoes or jokes in meetings, the office, or class . . . .

I put my arm around other people, or touch them in other ways, and they do not do the same to me . . . .

I have asked this person out multiple times, and each time he/she has said no, and he/she hasn’t asked me out in return . . . .

2. **Would I do this behavior to a person who is not in the gender of people that I am sexually attracted to?**

If I am a heterosexual male, and I come out of my office and massage the shoulders of my female secretary, would I do this if my secretary were male?

3. **Is their equal power?**

Power is present in supervisor – employee, tenured – non-tenured, teacher – student relationships. It can also derive from differences in gender balance of a group, length of time with the department or university, etc.

4. **Would I want this behavior to be made completely public?**

For example, would I want Newswatch 4 here recording this behavior and showing it on the evening news, or at a professional conference?

5. **Would I behave this way if my partner or spouse were standing next to me?**

6. **Would I want someone to do this behavior to my child, partner, mother, etc.?**

If you answered NO TO 1-6, your behavior may be sexual and/or unwanted. If you answered NO to 1, your sexual behavior is very likely unwanted.

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR. INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CPP 5017598 AWR	6/21/97	6/21/00	EACH OCCURRENCE \$ 1,000,000 LIMIT TO RENTED PREMISES (Ea occurrence) \$ 5,000 MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CPP 5017598 AWR	6/21/97	6/21/00	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	MP 4368636	9/26/97	6/21/00	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER PROPERTY	CPP 5017598AWR	9/26/97	9/26/00	INST FLOATR 50,000 ANYONE JOB

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**PROJECT TITLE:**  
**INQUIRY #** \_\_\_\_\_

\*The Ohio State University and its Board of Trustees are named as additional insured.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Purchasing Department The Ohio State University 2650 Kenny Road Columbus, OH 43210-1060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL <del>ORIGINALLY</del> MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, <del>TO THE INSURED OR TO THE PERSON OR PERSONS OR GROUPS OF PERSONS OR ON THE INSURER'S RECORDS OR REPRESENTATIVE.</del> AUTHORIZED REPRESENTATIVE

# CONTRACTOR CERTIFICATE OF INSURANCE COMPLIANCE

## General Liability

1. Commercial General Liability box must be checked
2. Occurrence box must be checked
3. All other boxes are optional
4. Policy Number
5. Effective and Expiration Dates

## Automobile Liability

1. The **Any Auto** box must be checked
2. All other boxes are optional
3. Policy Number
4. Effective and Expiration Dates

## Excess Liability

1. The Umbrella Form Box must be checked
2. Under Limits – **Excess Liability** can be applied toward the \$2.5 Million
3. Policy Number
4. Effective and Expiration Dates

## Certificate Holder

1. Must read as shown on Sample

## Description

1. Reference the Inquiry Number
2. Reference Project Title
3. The wording **The Ohio State University Be Named As “Additional Insured”**  
Must be typed in the description block with no changes made to the wording

## Cancellation

1. Must read **no less than 30 days** in the space provided
2. On line # 2 in the Cancellation Paragraph, delete the words “**Endeavor to**”
3. Delete all words after the word “**Left**”



# THE OHIO STATE UNIVERSITY

## REQUEST FOR PROPOSAL

**Bid Closing Date: 01/13/04 @ 12:00 PM, Local Time**

### **INQUIRY #: 04-LAST MILE-SMB**

**OSC/OARnet Third Frontier Network  
Last Mile Access**

#### **PRE-BID CONFERENCE**

**Bidders are encouraged to attend the Pre-Bid Conference scheduled on:**

**Monday, December 29, 2003 10:00 – 11:30 A.M.  
The Ohio State University Purchasing Department  
2650 Kenny Road, Scarlet Room  
Columbus, OH 43210**

**Proposals must be received by the Bid Closing Date specified above at the location below. Proposals received after the Bid Closing Date will be returned, unopened, to the vendor.**

**The Ohio State University  
Purchasing Department  
2650 Kenny Road  
Columbus, Ohio 43210**

**Purchasing Department Contact: Suzanne M. Burge, Purchasing Manager  
Voice: (614) 292-9737 Fax: (614) 292-6913 Email: burge.3@osu.edu**

**By signing this document I am agreeing, on behalf of my firm, to the specifications of this RFP and accepting, without exception or amendment the University's "Additional RFP Terms and Conditions" (Section IV) and "Purchase Order Terms and Conditions" (Section III). Any purchase order or University contract issued as a result of this RFP shall be subject to these terms and conditions. Should a Bidder propose exceptions to the Terms and Conditions cited above, the Bidder must submit such proposed exceptions and/or amendments in writing, and in its bid response package, by the Bid Closing Date. The University reserves the right to reject some, all or none of the proposed exceptions and/or amendments and assert its Terms and Conditions as described in Sections III and IV.**

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Voice:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

# REQUEST FOR PROPOSAL

## OSC/OARnet Third Frontier Network Last Mile Access

### Table of Contents

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SECTION I.	Definitions
SECTION II.	Standard RFP Instructions and Information
SECTION III.	University's Standard Purchase Order Terms and Conditions
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#### **EXHIBITS**

- A. Background and Scope of Work Parameters/Specifications

#### **SCHEDULES**

- A. Pricing Forms
- B. OSU Certification Form
- C. Bidder Inquiry Form

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- A. Map
- B. Points of Presence Addresses
- C. Higher Education and Research Participants
- D. SchoolNet K-12 Data Acquisition and Metro Participants
- E. General Business/Financial Information Checklist
- F. Corporate Reference Form

## **SECTION I: Definitions**

Relative to this document, and any addenda incorporated therein, the following definitions apply.

### **General:**

**RFP, and RFQ:** Request For Proposal; and, Request For Quotation.

**Shall, Must, Will:** Indicates a mandatory requirement. Failure to meet mandatory requirements will invalidate the bid response, or result in rejection of a proposal or quotation as non-responsive.

**May, Should:** Indicates something that is requested but not mandatory. If the Bidder fails to provide requested information, the University may, at its sole option, either request that the Bidder provide the information or evaluate the proposal without the information.

**OSU, University:** The Ohio State University.

**Agreement or Contract:** Award resulting from the Request for Proposal or Request for Quotation.

**CMV:** A minority owned or controlled business as defined in the Ohio Revised Code Section 122.71 and certified by the State of Ohio Equal Opportunity Commission.

**Bidder, Vendor, Supplier:** Respondent to the Request for Proposal or Request for Quotation.

**Proposal, Quotation:** Response provided by Supplier or Bidder.

**Addendum(a):** Written instruments, issued solely by the University's Purchasing Department, that detail amendments, changes or clarifications to the specifications and terms and conditions of this RFP/RFQ. Such written instruments shall be the sole method employed by the University to amend, change or clarify this RFP/RFQ and any claims (from whatever source) that verbal amendments, changes or clarifications have been made shall be summarily rejected by the University.

**Bid Closing Date:** The date and time specified in this RFP/RFQ by which the Quotation/Proposal must be received by the University's Purchasing Department in accordance with Section II Paragraph 1 of this RFQ/RFP. Quotations or Proposals received after such date and time will not be considered.

**DEMARC:** (short for demarcation). The point of a demarcation and/or interconnection is the point between OSC/OARnet communications facilities and terminal equipment, protective apparatus, or wiring at a participant's premises.

**Fiber Specifications:** OSC/OARnet backbone will be operate on a DWDM fiber network. All fiber must meet, at a minimum, the ITU-T G.655 specification in order to support maximum bandwidth utilization. Please describe the type of fiber you are proposing, its specifications, and how it is suited to support a DWDM implementation.

## **SECTION II: Standard RFP Instructions and Information**

Bidders are cautioned to read this entire document carefully and to prepare and submit their response providing all requested information in accordance with the terms and conditions set forth herein. To be considered, Bidders must submit a complete response to this **RFP** in the format detailed by the specifications. **Proposals** must be dated, signed by an official authorized to bind the Bidder to the terms of the quotation and submitted to the Purchasing Department in accordance with the terms and conditions of this **RFP**.

1. **Quote Submittal: Proposals** should follow the chronology of the **RFP**. Bidders may return Quotations and/or Proposals to the University prior to the Bid Closing Date (as determined by the clock in the Purchasing Department) in any fashion, including but not limited to first-class certified mail, return-receipt requested, express mail, hand-delivery or fax. Bidder's bid form will be accepted only if the University's bid form is signed and dated with reference to the Bidder's bid form as an enclosure. Any bid form that does not include price, payment terms, FOB point, date and a reasonable delivery promise may be considered an incomplete bid. Receipt of a **Proposal** by the University mail system does not constitute receipt by Purchasing. **Proposals** received after the Bid Closing Date will not be considered. Office hours for receipt of proposals or quotes are Monday through Friday, 8 AM through 5 PM, ET. Requests for extension of the Bid Closing Date will not be granted unless the University determines, at its sole discretion, that the original Bid Closing Date appears impractical. Notice of any extension will be provided in the form of an Addendum to all Bidders.

2. **Signature Required:** The original bid cover sheet and Supplier certification form must be signed and completed by the Bidder submitting the **Proposal**. Failure to sign the **Proposal**, or submit a signed certification may disqualify the bid. Any bid which does not include prices, terms, F.O.B. point, the inquiry number, date and a realistic delivery promise may be considered an incomplete bid.

3. **Non-Discrimination:** In submitting its **Proposal**, or performing that which results from an award by the University, the successful Bidder agrees not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, creed, religion, sexual orientation, national origin, sex, age, handicap or Vietnam era veteran status. The successful Bidder further agrees that every sub-contract for parts and/or service for any ensuing order will contain a provision requiring non-discrimination in employment as specified above. This covenant is required pursuant to Executive Order 11246, Laws and Regulations of the State of Ohio and policy of The Ohio State University. Any breach thereof may be regarded as material breach of contract or purchase order.

4. **Specifications: Proposals** are requested on the materials and/or services specified. Instructions, manufacturer's model or catalogue numbers, etc., where shown herein, are for descriptive purposes only and to guide the Bidder in interpretation of the quality, design and performance desired, and shall not be construed to exclude **Proposals** offering other types of material or service unless otherwise noted. If the description of your offer differs in any way, you must give complete detailed description of your **Proposal** including pictures and literature where applicable. Unless specific exception is made, assumption will be that you are bidding exactly as specified on this price inquiry.

5. **Pricing:** ALL PRICES MUST BE FIRM and in compliance with **RFP** specifications. Please review your **Proposals** carefully, since it shall not be corrected after the Bid Closing Date. Any agreement or purchase order resulting from this inquiry shall require the successful Bidder to adhere to all specified conditions. Failure by the Bidder to meet delivery schedules: to deliver within a reasonable time, as interpreted solely by the University; to make replacement of rejected articles; or any other failure to perform in accordance with the terms and conditions of the inquiry and resultant agreement shall allow the University, at its sole discretion, to rescind or cancel the agreement and purchase in the open market articles or services of comparable grade to replace those rejected or not delivered. Bidder agrees to reimburse the University for any expense incurred in excess of the original contract price on all such purchases.

6. **University Rights:** University reserves the right to reject all, some, or none of the received **Proposals** and to waive informalities contained in **Proposals** which are not inconsistent with law. The University may also waive any minor defects in the **Proposal**.

7. **No Bid Requirement:** If you are unable to bid, please date and sign the price inquiry, indicate "NO BID", give a brief explanation, and return the price inquiry before the Bid Closing Date. Failure to extend this courtesy may jeopardize your consideration for receiving future bid inquiries.

8. **Evaluation:** If an award of contract is made, the Bidder whose **Proposal**, in the sole opinion of the University, represents the best overall value to the University, will be selected. Factors which determine the award are detailed more fully in the specifications, including but not limited to: the **Proposal's** responsiveness to all specifications in the inquiry; quality of the Bidder's products or services; Bidder's ability to perform the contract; and Bidder's general responsibility as evidence by past performance. Price, although a factor, will not be the sole determining factor in award of the agreement.

9. **Award:** Unless the Bidder states otherwise, the University reserves the right to award by items, groups of items, or as a whole, whichever is deemed most advantageous to the University.

10. **Freight Terms:** All prices quoted are to be F.O.B. Destination. Unless clearly stated otherwise by the Bidder, prices quoted shall include all charges for transportation, packaging, crate containers, etc., necessary to complete delivery on an F.O.B. Destination basis.

11. **Sales Tax:** The Ohio State University, as an instrumentality of the State of Ohio, is exempt from Ohio sales tax and Federal excise tax, including Federal transportation tax. An exemption certificate will be furnished by the University Purchasing Department upon request.

12. **Invoicing:** If you are award recipient, your invoice must match the resultant purchase order on a line-by-line basis. The invoice must be identical in terms of cost; units specified; quantity ordered; and item descriptions. Unless specifically exempted, unit prices must be entered and item total extended on each invoice.

13. **Cash Discount:** Any cash discount offered will be accepted and the University will endeavor to use same; however, only 30 days or more discounts will be considered in computing the net figure of your **Quotation and/or Proposal** for award decisions. Requests for plus discount for non-payment of invoice beyond due date will become a consideration in bid awards.

14. **Samples:** Any samples required for award evaluation must be furnished as requested, free of any expense. Unless destruction of sample is necessary for testing purposes, or retention of sample is required as a quality standard for future items shipped, samples will be returned to Bidder, at Bidder's expense, upon request. Unless otherwise requested or necessary, samples become the property of The Ohio State University.

15. **Compliance:** Bidder warrants that both in submission of its **Proposal** and performance of any resultant purchase order or contract, Bidder will comply with all applicable Federal, state, local, and University laws, regulations, rules, or ordinances.

16. **Advertising:** No Bidder providing products or services to the University shall appropriate or make use of the University's name or other identifying marks or property in its advertising without prior written consent of the University's Office of Trademark and Licensing.

17. **Informal Bids:** RFP's are informal bids and will not be read at a public opening. Written requests for bid results must include the RFP number and closing date. If Bidder wishes to obtain a copy of the bid tabulation and/or evaluation form once award is complete, Bidder should include a self-addressed, stamped envelope with its Quotation and/or Proposal.

18. **Proprietary Information:** All evaluation criteria for bids is non-proprietary and subject to public disclosure after contract award. All **Proposals**, except for items reasonably identified by Bidder as trade secrets or proprietary information, are subject to public disclosure under Ohio Revised Code Section 149.43. Bidder shall be solely responsible for protecting its own trade secret or proprietary information, and will be responsible for all costs associated with protecting this information from disclosure. University shall keep one (1) copy of **Proposals** in accordance with its records retention schedule.

19. **Incurred Expenses:** The Bidder(s), by submitting a **Proposal**, agree that any cost incurred by responding to this RFP, or in support of activities associated with this RFP, shall be born by the Bidder(s) and may not be billed to The University. The University will incur no obligation of liability whatsoever to anyone resulting from issuance of, or activities pertaining to this RFP.



## SECTION III

### The Ohio State University Purchase Order Terms and Conditions

#### 1. Offer

This offer is subject to cancellation by PURCHASER without notice if not accepted by SELLER within fourteen (14) days of issuance.

#### 2. Acceptance and Confirmation

This Purchase Order constitutes the entire agreement between the parties, unless otherwise specifically noted by PURCHASER on the face of this Purchase Order. Each delivery of goods and/or services received by PURCHASER from SELLER shall be deemed to be upon the terms and conditions contained in this Purchase Order. No additional terms may be added and Purchase Order may not be changed except by written instrument executed by PURCHASER. SELLER is deemed to be on notice that the PURCHASER objects to any additional or different terms and conditions contained in any acknowledgement, invoice, or other communication from SELLER, notwithstanding PURCHASER'S acceptance or payment for any delivery of goods and/or services, or any similar act by PURCHASER.

#### 3. Inspection

All goods and/or services delivered hereunder shall be received subject to PURCHASER'S inspection and approval and payment therefore shall not constitute acceptance. All payments are subject to adjustment for shortage or rejection. All defective or non-conforming goods will be returned pursuant to the SELLER'S instruction at SELLER'S expense. To the extent that a purchase order requires a series of performances by SELLER, PURCHASER prospectively reserves the right to cancel the entire remainder of the Purchase Order if goods and/or services provided early in the term of the Purchase Order are non-conforming or otherwise rejected by PURCHASER.

#### 4. Shipping

All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. No charges will be paid by PURCHASER for packing, crating or cartage unless otherwise specifically stated in this Purchase Order. Unless otherwise provided in Purchase Order, no invoices shall be issued nor payments made prior to delivery. Unless freight and other charges are itemized, any discount will be taken on the full amount of invoice.

All shipments of goods scheduled on the same day via the same route must be consolidated. Each shipping container must be consecutively numbered and marked to show this Purchase Order number. The container and Purchase Order numbers must be indicated on bill of lading. Packing slips must show Purchase Order number and must be included on each package of LCL shipments and/or with each carload of equipment. PURCHASER reserves the right to refuse or return any shipment or equipment at the SELLER'S expense that is not marked with the Purchase Order numbers. SELLER agrees to declare to the carrier the value of any shipment under this Purchase Order and the full invoice value of such shipment.

#### 5. Time Is Of The Essence

Time for delivery of goods or performance of services under this Purchase Order is of the essence. Failure of SELLER to meet delivery schedules or deliver within a reasonable time, as interpreted by PURCHASER alone, shall entitle PURCHASER to seek all remedies available to it at law or in equity. SELLER agrees to reimburse PURCHASER for any expenses incurred in enforcing its rights. SELLER further agrees that undiscovered delivery of non-conforming goods and/or services is not a waiver of the PURCHASER'S right to insist upon further compliance with all specifications.

#### 6. Changes

PURCHASER may at any time and by written notice make changes to drawings and specifications, shipping instructions, quantities and delivery schedules within the general scope of this Purchase Order. Should any such changes increase or decrease the cost of, or the time required for performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedule will be negotiated by the PURCHASER and SELLER. Notwithstanding the foregoing, SELLER has an affirmative obligation to give notice if the changes will decrease costs. Any claims for adjustment by SELLER must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon by the parties.

#### 7. Warranties

SELLER expressly warrants that the goods and/or services covered by this Purchase Order will conform to the specifications, drawings, samples or other descriptions furnished or specified by PURCHASER, and will be of satisfactory material and quality production, free from defects and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. These warranties shall survive inspection, acceptance, passage of title and payment by PURCHASER.

#### 8. Statutory Conformity

Goods and services provided pursuant to this Purchase Order, and their production and transportation, shall conform with all applicable laws, including but not limited to the Occupational Health and Safety Act, the Federal Transportation Act and the Fair Labor Standards Act, as well as any law or regulation noted on the face of the Purchase Order.

#### 9. University Name

No SELLER providing goods and services to PURCHASER shall advertise the fact that it has contracted with PURCHASER for goods and/or services, or appropriate or make use of PURCHASER'S name or other identifying marks or property without the prior written consent of PURCHASER'S Office of Trademark and Licensing.

#### **10. Indemnification**

SELLER shall indemnify and hold harmless PURCHASER from any and all claims, including claims of negligence, costs and expenses, including but not limited to attorney's fees, arising from, caused by or related to the injury or death of any person (including but not limited to employees and agents of SELLER in the performance of their duties or otherwise), or damage to property (including property of PURCHASER or other persons), which arise out of or are incident to the goods and services to be provided hereunder. Nothing herein shall require indemnification as to any claims against PURCHASER arising from under the Ohio Worker's Compensation law, unless the claim arises out of services performed by SELLER'S employees on University property.

#### **11. Warranty of Non-Infringement**

11.1 SELLER represents and warrants that all goods sold or services performed under this Purchase Order are: a) in compliance with applicable laws; b) do not infringe any patent, trademark, copyright or trade secret; and c) do not constitute unfair competition.

11.2 SELLER shall indemnify and hold harmless PURCHASER from and against any and all claims, including claims of negligence, costs and expense, including but not limited to attorney's fees, which arise from any claim, suit or proceeding alleging that PURCHASER'S use of the goods and/or services provided under this Purchase Order are inconsistent with SELLER'S representations and warranties in section 11.1. SELLER'S defense of any claim shall be subject to the Ohio Attorney General's right to appoint counsel and approve settlements.

11.3 If any claim which arises from SELLER'S breach of section 11.1 has occurred, or is likely to occur, SELLER may, at PURCHASER'S option, procure for PURCHASER the right to continue using the goods or services, or replace or modify the goods or services so that they become non-infringing, (without any material degradation in performance, quality, functionality or additional cost to PURCHASER).

#### **12. Non Discrimination**

In fulfilling the terms of this Purchase Order, SELLER agrees that it will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, sex, sexual preference, handicap or Vietnam veteran-era status. This covenant is required pursuant to federal laws and regulations, including Executive Order 11246, State of Ohio laws and regulations, and policy of PURCHASER. Any breach of this provision may be regarded by PURCHASER as a material and substantial breach of the contract arising from this Purchase Order.

#### **13. Force Majeure**

Neither PURCHASER nor SELLER shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of God. When SELLER has knowledge of any actual or potential force majeure or other conditions which will delay or threatens to delay timely performance of this Purchase Order, SELLER shall immediately give notice thereof, including all relevant information with respects to what steps SELLER is taking to complete delivery of the goods and/or services to PURCHASER.

#### **14. Confidentiality**

SELLER agrees that it will keep confidential all information regarding the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical or proprietary information furnished by PURCHASER, and will use such items only in the production of goods and/or services under this Purchase Order, or any other Purchase Orders issued by PURCHASER. Upon the completion or termination of this or other Purchase Orders, SELLER shall immediately return all confidential information to PURCHASER or shall make other disposition of the confidential information as directed by PURCHASER.

#### **15. Assignment**

SELLER may not assign this Purchase Order, nor any money due or to become due without the prior written consent of the PURCHASER. Any assignment made without such consent shall be deemed void.

#### **16. Taxes**

Goods and services procured subject to this Purchase Order are exempt from Ohio sales tax, (Ohio Revised Code Section 5739.02), and from federal excise tax.

#### **17. General**

17.1 This Purchase Order shall be governed by the laws of the State of Ohio, without reference to any choice of laws rules.

17.2 Failure of PURCHASER to act immediately in response to a breach of this Purchase Order by SELLER shall not constitute a wavier of breach. Wavier of PURCHASER be any default by SELLER hereunder shall not be deemed a wavier of any subsequent default by SELLER.

17.3 All notices under this Purchase Order shall be sent to the respective addresses on the face page by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. Postage, delivery charges and other charges shall be paid by the sender. A party may change its address for notice by written notice complying with the requirements of this section.

## **SECTION IV: Additional RFP Terms and Conditions**

The Ohio State University reserves the right to:

- Reject any or all Quotations or Proposals received in response to this RFP;
- Request clarification from any Bidder on any or all aspects of its quotation or proposal;
- Cancel and/or reissue this RFP at any time;
- Retain all Quotations or Proposals submitted in response to this RFP; and,
- Invite some, all, or none of the Bidders for interviews and further discussion.

### **Provisions**

If any provisions in the resultant agreement are held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

### **Ethical Conduct**

It is expected that once a purchase order or contract is issued, vendors not receiving an award will not undertake any actions that might interfere with, or be detrimental to, the contractual obligations of The University. The University reserves the right to take any and all actions deemed appropriate in response to unethical conduct by a vendor. Such actions include, but are not limited to, establishing guidelines for campus visits by a vendor, and/or removal of a vendor from the University's bidders list(s).

Apart from the contact required for any on-going business at the University, vendors are specifically prohibited from contacting any individual at, or associated with the University regarding this RFP. Vendor communication shall be limited to the Purchasing Department contact named on the cover page of this document. A vendor's failure to adhere to this prohibition may, at the University's sole discretion, disqualify the vendor's Proposal.

### **Cancellation for Lack of Funding**

The resultant agreement may be canceled without any further obligation on the part of The Ohio State University in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. The supplier(s) shall be notified in writing of such non-appropriation at the earliest opportunity.

### **Service**

The service contract term will commence on the date of award and continue for a period of five (5) years. Pricing will remain firm for the initial 5-year period. At the end of the initial five (5) year period, the contract may be renewed for three (3) additional 5-year periods (at the same terms and conditions), upon the signed mutual agreement between the University and the awarded vendor. Requests for price increases for each of the X renewal periods will be reviewed by the University.

### **Lease**

The lease contract term will commence on the date of award and continue for a ten (10) or twenty (20) year period.

### **Termination of Agreement**

Consistent failure by the supplier(s) to meet the terms and conditions of the resultant agreement deemed by the University, in its sole discretion, to be a material subject of the agreement, including, but not limited to delivery, required service-levels, quality, and invoice inaccuracies, will constitute a default of the agreement by the supplier(s). In the event that said default continues for a period of thirty (30) days after the supplier(s) receipt of notice-of-default from the University, the University reserves the right to immediately terminate the agreement. Termination shall in no way limit the University's right to recover damages that arose as a result of the vendor's breach. The resultant agreement may be canceled by either party after ninety (90) days from the effective date of the agreement by giving the other party thirty (30) days prior written notice of intent.

## **SECTION V: RFP Response Requirements**

### **RFP Schedule of Events**

The Ohio State University will make every effort to the schedule detailed below:

<b>RFP Issued to Bidders</b>	<b>December 17, 2003</b>
<b>Pre-Bid Conference</b>	<b>Monday, December 29, 2003 10:00 A.M.</b>
<b>The Ohio State University Bid Question Form Due</b>	<b>12:00 Noon ET December 30, 2003</b>
<b>Responses to Bid Question Form Due</b>	<b>January 6, 2004</b>
<b>RFP Due Date</b>	<b>12:00 Noon ET January 13, 2004</b>

### **RFP Response Format**

Responses must address all aspects of the RFP and should follow the chronology of the RFP. Provide fifteen (15) hard copies of your response and one electronic (CD) ; one (1) of the copies should clearly be labeled "MASTER". Should a discrepancy arise between copies of the response, the information contained in the "MASTER" copy shall prevail.

Responses may be submitted in a 3-ring binder or loose-leaf on 8-1/2 X 11 letter sized paper. Each response should be prepared simply and economically.

### **Bid Package Requirements**

The following **MUST** be included in the bid-response package by the Bid Closing Date; failure to do so WILL invalidate the bid response.

- Quoted Pricing
- Sample Certificate of Insurance\*
- Company Performance Bond Information\*\*
- General Business Information Checklist Appendix E.
- Three customer references for the services being proposed see Appendix F.

The following **MUST** be properly completed by Bidders, and **MUST** be received by the University prior to the issuance of a purchase order or University contract. If not included in the bid-response package, the University reserves the right to request the following from (at its sole discretion) some, all, or none of the respondents. The University also reserves the right to define and impose reasonable deadlines for the receipt of the following; failure to meet such deadlines **MAY**, at the sole discretion of the University, invalidate the bid response.

- Signed and dated RFP/RFQ cover sheet
- Certification/Conflict of Interest Form (Schedule B)

The University reserves the right to request from (at its sole discretion) some or all of the respondents, any further information or documentation that it deems necessary for the issuance of a purchase order or University contract.

\* Amounts may vary by individual entities

\*\* Bond amounts may vary and be required by individual entities prior to the commencement of work

## **EXHIBIT A: BACKGROUND AND SCOPE OF WORK PARAMETERS / SPECIFICATIONS**

This RFP has been developed by OSC/OARnet (Ohio Academic Resource Network) a division of the Ohio Supercomputer Center (OSC). The Ohio State University (OSU) is OSC/OARnet's fiscal agent; the OSU Department of Purchasing is managing the RFP and responses. Interested parties to these responses include:

### **OSC/OARnet**

OSC/OARnet is a program of the Ohio Board of Regents that provides the network needed to support the academic, research and service goals of Ohio's higher education community. It provides a network to interconnect Ohio's universities, colleges and technical schools, including both public and private institutions and acts as their Internet Service Provider.

### **Ohio SchoolNet Commission/ONEnet Ohio**

The Ohio SchoolNet Commission (OSNC) is an independent state agency that provides information technology to Ohio's K-12 schools. SchoolNet is the lead agency in a partnership with the Ohio Department of Education (ODE) and the Ohio Educational Computer Network (OECN) on the ONEnet Ohio project that connects Ohio's K-12 buildings to a statewide high-speed network and broadband Internet connectivity. The ONEnet Ohio network (K-12 sites) includes the 23 Data Acquisition Sites of the OECN and the 7 urban school districts. OSCN is partnering in the Third Frontier Network (TFN) project for high-speed connections to these 30 sites and the K-12 institutions both public and private. More information is available at [www.osn.state.oh.us](http://www.osn.state.oh.us)

Offerors are encouraged to identify synergistic opportunities to connect both the K-12 sites and OSC/OARnet member institutions, in the most cost effective configuration. For example, the OSC/OARnet member sites in Wooster (College of Wooster, OARDC) and the OSNC/ONEnet Ohio Data Acquisition site in Wooster (TCCSA) might be most cost effectively served by a shared fiber solution rather than separate services for each site. In such instances, the vendor should indicate the total cost and the incremental cost associated with each site if identifiable. OSC/OARnet and OSNC/ONEnet Ohio will ultimately determine each partner's share of the cost.

### **Third Frontier Network Overview**

This RFP is being issued to support OSC/OARnet's efforts to build the Third Frontier Network to interconnect all of Ohio's education community and to establish Ohio as a leader in networking technology. The goal is to provide a common network resource to connect public sector entities in all the telecommunication territories in the state: to expand access to learning experiences across the entire K-20 spectrum; to promote research by extending visualization; cluster computing, remote instrumentation and experimental network services; to promote extension of access to public sector programs; and to stimulate community development by offering advanced networking technology to non-profits and state and local government.

OSC/OARnet is leasing dark fiber from several commercial providers, as the result of a previous RFP, to provision a statewide broadband backbone, capable of supporting future network requirements. This core backbone has several access points across Ohio, which will serve as the hubs (points of presence/POP) to connect higher education, K-12, non-profits, and state and local government to the Third Frontier Network. The network diagram and hub addresses are shown in appendices A and B.

### **PURPOSE**

The purpose of the OSC/OARnet Third Frontier Network Last Mile (RFP) is to establish a list of approved vendors, from which vendors will be selected to provide fiber access from a minimum of OC3 up to a gigabit or greater service from the Third Frontier Network to one hundred twenty eight (128) higher education sites, two (2) federal research sites, and the thirty (30) K-12 sites. In a future RFP, we will be seeking proposals for all K-12 Schools, non-profit organizations and state and local governments seeking additional service and bandwidth.

OSC/OARnet or the entities listed on the attachments do not jointly or individually obligate themselves to procure the volume indicated; however, the pricing offered shall remain firm for the term of the resultant agreement. The resulting agreement does not preclude competitive bidding for acquisition of any item(s), which may be included herein.

OSC/OARnet through the Ohio State University will be the initial contractor for the higher education sites. However, OSC/OARnet reserves the right to assign contract(s) to the individual education entities identified in this proposal and/or the State of Ohio Department of Administrative Services.

OSNC/ODE will be the initial contractor for all the individual K-12 sites. However, SchoolNet reserves the right to assign contract(s) to the individual sites identified in this proposal, to the State of Ohio Department of Administrative Services, or to OSC/OARnet.

OSC/OARnet and OSNC reserve the right to add sites, which the Offeror will be required to price using the same criteria and formulas associated with the sites originally bid.

## **GENERAL APPROACH**

Offeror will provide a general description of their approach to identifying and meeting the needs of this project. The approach should be comprehensive and take into consideration any and all staffing, funding, and resource requirements to accomplish the requirements of this proposal.

Offeror will include a detailed project plan. The purpose of the project plan is to provide OSC/OARnet and OSNC with an overall analysis of the methods Contractor will utilize to perform all aspects of the RFP and contract in the required timeframe. Contractor will not perform work on the project until the OSC/OARnet and/or OSNC have accepted the Contractor's project plan.

### **Proposal components for this section must include:**

- An overall project work plan, which includes, but is not limited to:
  - A description of the steps necessary to complete the installation process and acceptance testing. The network will be deemed acceptable and complete, when the following criteria is met at each site:
    - Service meets industry specifications for the service proposed
    - Service has been successfully connected to the backbone
  - A timeline of events for implementation bearing in mind, that all service and acceptance testing must be completed within 90 days of OSC/OARnet or SchoolNet approval of the site contract. NOTE: Contractor should include obtaining OSC/OARnet and OSNC approval as a milestone within its project plan.
  - A communication plan for establishing and maintaining communications with education entities and OSC/OARnet and OSNC personnel with regards to the progress of the installation.
  - Detailed contingencies plan if installation is not complete or acceptance testing does not meet OSC/OARnet and OSNC specifications.
- A summary of the Offeror's expectations of OSC/OARnet and OSNC during the implementation process.
- A sample project plan from the most recent project that Offeror has completed for a project of comparable size and scope. All company and proprietary information may be removed to protect the identity of the customer.

## **DETAILED DESCRIPTION OF THE SERVICE REQUIREMENTS**

Options 1 and 2 are requested because some last-mile connections will be funded with one-time capital dollars from a grant or state/federal funds. The price will include all costs associated with delivering the service from the education entity's premise to TFN hub (POP) premise. Offerors can determine which hub they wish to connect to provide the best price.

The research universities and colleges in the state expect to collaborate on research with regard to optical networking. In order to accomplish this important goal, multiple private lambdas may be required to be delivered to these higher education sites. In addition, as research opportunities for collaboration between universities and colleges continue to expand, we expect the need for private lambdas to continue to increase for end sites.

We are requesting fiber access and/or a minimum of an OC3 to a gigabit or greater of service be proposed for the sites listed in Appendices C and D. We will consider three pricing options:

- 1) Dark fiber option with a ten (10) or twenty (20) year lease, which can be a single pay, monthly or annual charge to serve as access with the TFN equipment to be provided separately. Please provide the following information for this option:
  - a. Fiber manufacturer and type, including year manufactured
  - b. Fiber technical specifications
  - c. Map of fiber route to be used
  - d. All costs (i.e. splicing, entrance facilities, right of ways must be included)
  - e. Termination liability, if any

- f. Maintenance cost and payment schedule annual or monthly
- 2) Managed Fiber option with two components: fiber access to the site as a long-term lease (10 to 20 year lease) and the equipment to be managed by the provider on a (3- to-5-year lease) with the options to upgrade the equipment while maintaining fiber component price. Please include the following information for this option:
    - a. Payment options for the long term lease single pay, annual or monthly
    - b. Payment options for equipment lease single pay or monthly
    - c. Description of the equipment being proposed include manufacturer, model and configuration
    - d. Upgrade options available
    - e. Equipment lease include all maintenance for the term of the agreement
    - f. Description of the plan to provide network management information to OARnet
  - 3) Traditional monthly service fee for OC3 or greater service. Please provide the following information for this option:
    - a. Identify any alternative payment options
    - b. Identify any termination liability
    - c. Identify equipment options and cost available with this service
    - d. Interval for turning-up service from date order is placed
    - e. Identify service level agreements associated with the service and penalties for non-performance
    - f. Protocols supported must include ATM and Ethernet

Offerors must identify any subcontractors who will be employed and their specific responsibilities with regard to the proposal. Offeror will be solely responsible for all work performed under this proposal including all subcontracted services.

Offeror's solutions with equipment must include specifications for services, rack and power requirements for educational entities' premise and OSC/OARnet hub/POP. Offeror must also provide a description of the type of equipment being offered (i.e. optical or Ethernet); any upgrade options for the equipment should also be shown. Include maintenance descriptions and guarantees.

Offeror must provide the information on fiber proposed pricing by fiber mile permits, rights of way and maintenance cost.

Offeror must provide a description of the procedures and test methodologies to be used to guarantee quality of the proposed fiber. OSC/OARnet will require complete documentation of test results on each fiber link in the proposed system.

Offeror must provide a description of the policies and procedures related to ongoing maintenance of the fiber plant including: maintenance intervals, emergency maintenance procedures, and all cost related to ongoing maintenance.

Offeror must provide a list of all regenerators, if required, and included in the network design their specifications, location, and manufacturer.

Offeror should identify a single point of contact for service installation, operation, and maintenance.

### **ALTERNATIVE DESIGNS AND IDEAS**

The members of TFN are interested in understanding and supporting alternative solutions that might be beneficial to the overarching goals of the project. One example of an alternate design would be a wireless option. If your company has identified any designs or ideas that would:

- Accelerate the deployment of the network to all the member sites
- Enhance the redundancy of the backbone
- Increase the redundancy for the local loops
- Provide a scalable solution relative to bandwidth and price
- Allow the membership to acquire a long-term asset (fiber) and then only pay for the maintenance component.
- Be more cost-effective than alternative solutions

These alternatives will be reviewed and considered in the evaluation process. If your company is proposing an alternative solution, OSC/OARnet and OSNC ask that you address management of the network in terms of routing, transport, and peering. If your proposed plan is to accelerate the deployment to all the member sites, please describe your plan to

spread the cost over multiple funding years. Our plan has always been a multi-year funding strategy. In other words, while you might be proposing a holistic solution, the funding to achieve the desired goal may require 3 to 5 years. Alternative designs should also provide pricing consistent with the model in Section XI.

### **SERVICE LEVEL AGREEMENTS**

The following represents the OSC/OARnet and OSNC's service level requirements for an Offeror's proposed services.

#### **Service Level Agreement**

- 2-hour response time on any trouble discovered or reported. Response will be defined as trouble isolation with communication back to the OSC/OARnet and appropriate dispatch as required.
- Services restoration is expected in all cases within 4 hours.
- For any outages lasting for more than 12 hours, Offeror agrees to pay to OSC/OARnet or OSNC, 30% of the estimated monthly charges associated with the site of the trouble as liquidated damages and not as a penalty.
- For any outages lasting for more than 24 hours, Contractor agrees to pay to OSC/OARnet or OSNC, 50% of the estimated monthly charges associated with the site of the trouble as liquidated damages and not as a penalty.

Please provide copies of your standard lease and service contract.

### **CURRENT SERVICE CONVERSION**

Based on the responses to the RFP and the selection process, OSC/OARnet and OSNC intend on establishing an approved vendor list with vendors who are cost effective, fiscally sound, and responsible suppliers of fiber or optical services for one or more participants. The list shall be maintained for a two-year period with the potential for four additional two-year extensions. The funding for the all services has not been finalized, currently funding is being requested in the upcoming State of Ohio Capital bill. Today there is funding in place for at least 19 of the higher education sites and up to 30 of the K-12 sites. Based on the results of the RFP additional sites may be contracted based on available funding from the institutions until such time as additional state and/or federal funds become available.

### **TECHNOLOGY REFRESH**

It is expected that optical equipment will have increased performance and lower prices during the life of the awarded contracts. For managed service, vendors must agree to notify OSC/OARnet when prices can be lowered or increased performance is available. Offerors may amend their agreement to include equipment upgrades at anytime provided the equipment meets or exceeds the current equipment specifications at lower prices in participant configuration. Offerors must also notify OSC/OARnet and OSNC in writing when existing fiber at contract prices are available in new areas.

### **COLLABORATIVE OPPORTUNITIES FOR RESEARCH**

OSC/OARnet and the State of Ohio are interested in research opportunities between vendors, manufacturers and faculty. We expect the deployment of the Third Frontier Network to stimulate research into new application areas for high bandwidth networks and thereby increase the need for broadband services to home and industry locations. We also expect to stimulate basic research in optical transport, switching, security, and monitoring tools. And finally, we expect to see a greater interaction between faculty and students at all the universities and colleges in order to expand learning and research.

OSC/OARnet envisions the need for some of the smaller campuses to periodically require access to additional fiber. For example, a researcher at Case Western Reserve University will be working with a faculty member and a student at Muskingum College to evaluate new optical lighting equipment. For the duration of the test, Muskingum College would need access to fiber, however it may not make sense to have dedicated fiber at all times. Therefore we are seeking vendors, who would be willing to collaborate in these situations by loaning the fiber or additional lambdas to OSC/OARnet and the college for the purpose of the particular research project.

### **BONDING REQUIREMENTS**

**Performance Bond:** The successful Bidder may be required to file a bond at the time of contract award for the full amount of the contract to indemnify the entities as prescribed in Section 153.57 of the Ohio Revised Code.

### **PREVAILING WAGES**

Reference is made to chapter 4115 of the Ohio Revised Code relating to the payment of prevailing wage rates on public improvements. Your quotation must include the payment of prevailing wages. Current prevailing wage determination



schedules can be obtained from the State of Ohio Bureau of Employment Services, Wage & Hour Division at (614) 644-2239.

## **EVALUATION CRITERIA AND PROCESS**

The evaluation of proposals will be based upon the items listed below (not necessarily itemized in order of weight or importance) and weighting of evaluation criteria is at OSU/OARnet's discretion.

### **Key Selection Criteria:**

- Technical quality of the architecture and infrastructure proposed
- Total life cycle cost, including operating costs
- Preponderance of presence in required areas
- Speed of implementation
- Architectures that avoid single points of failure
- Architectures that could easily be extended to other Ohio communities
- Architectures that, in addition to providing access to member sites, would also provide opportunities for the vendor to expand connectivity

### **Evaluation Committee**

An evaluation committee will be established to judge the merit of the Technical Proposals. The Evaluation Committee will review and evaluate all proposals received. Any contract awarded as a result of this RFP will be made to the Offerors presenting the best value to OSC/OARnet and OSNC for this procurement.

OSC/OARnet and OSNC reserve the right to waive variances or reject any or all proposals. OSC/OARnet and OSNC reserves the right to request clarifications from all Offerors.

All proposals will be reviewed by the OSU Purchasing Department to ensure that all administrative requirements of the RFP package have been met by the Offerors. Each proposal will be reviewed to ensure that they are complete and that all documents requiring a signature have been signed. Failure to meet these requirements may be a cause for rejection of a proposal.

**SCHEDULE A: PRICING FORM FOR DARK FIBER OPTION**

In estimating cost of service options, please consult the TFN Core Backbone Map and Hub/POP Addresses shown in appendix A and B. For the End Site Addresses consult the following: Appendix C for higher education participants and Appendix D for the DA Sites and Metros. Please provide the following information for each service option you are proposing by site:

- Pricing (eg: unit, extended, etc)
- Delivery ARO
- Payment Terms (eg: 2% Ten, Net 30)

**OPTION 1A – 10 YEAR LEASE**

Site	TFN POP	Service Type	One-Time Cost	Monthly Service Cost	Annual Cost	Maint. Fee Annual	Maint. Fee Month	Term	Order Interval	eRate Eligible	Fiber Status: "E" for Existing & "NB" for New Build

Site – Address from Appendix C or D being proposed  
TFN POP – TFN POP for the fiber to be terminated from the site see Appendix B  
Service Type – One of the options identified in Section V  
One-Time Cost – Single pay option, or IRU or Installation or Other Charges  
Monthly Service Cost – monthly recurring charge for proposed service if applicable  
Maintenance Fee – Annual maintenance fee for proposed service of applicable  
Term – length of time being proposed for the proposed service (i.e. 36 mos., 120 mos.)  
Order Interval – estimated time from order to installation  
eRate Eligible – Yes or No as to whether the proposed service qualified for eRate

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

The response should include details of all one-time and recurring costs associated with the project and identification of any termination fees. While important, cost will only be one of the criteria used to make the award.

**SCHEDULE A: PRICING FORM FOR DARK FIBER OPTION**

In estimating cost of service options, please consult the TFN Core Backbone Map and Hub/POP Addresses shown in appendix A and B. For the End Site Addresses consult the following: Appendix C for higher education participants and Appendix D for the DA Sites and Metros. Please provide the following information for each service option you are proposing by site:

- Pricing (eg: unit, extended, etc)
- Delivery ARO
- Payment Terms (eg: 2% Ten, Net 30)

**OPTION 1B–20 YEAR LEASE**

Site	TFN POP	Service Type	One-Time Cost	Monthly Service Cost	Annual Cost	Maint. Fee Annual	Maint. Fee Month	Term	Order Interval	eRate Eligible	Fiber Status: "E" for Existing & "NB" for New Build

Site – Address from Appendix C or D being proposed  
 TFN POP – TFN POP for the fiber to be terminated from the site see Appendix B  
 Service Type – One of the options identified in Section V  
 One-Time Cost – Single pay option, or IRU or Installation or Other Charges  
 Monthly Service Cost – monthly recurring charge for proposed service if applicable  
 Maintenance Fee – Annual maintenance fee for proposed service of applicable  
 Term – length of time being proposed for the proposed service (i.e. 36 mos., 120 mos.)  
 Order Interval – estimated time from order to installation  
 eRate Eligible – Yes or No as to whether the proposed service qualified for eRate

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

The response should include details of all one-time and recurring costs associated with the project and identification of any termination fees. While important, cost will only be one of the criteria used to make the award.

**SCHEDULE A: PRICING FORM FOR MANAGED FIBER OPTION**

In estimating cost of service options, please consult the TFN Core Backbone Map and Hub/POP Addresses shown in appendix A and B. For the End Site Addresses consult the following: Appendix C for higher education participants and Appendix D for the DA Sites and Metros. Please provide the following information for each service option you are proposing by site:

- Pricing (eg: unit, extended, etc)
- Delivery ARO
- Payment Terms (eg: 2% Ten, Net 30)

**For proposed equipment: \_\_\_ 3-year price provided; \_\_\_ 5-year price provided. IF BIDDING BOTH YEARS, PROVIDE 2 CHARTS.**

**OPTION 2A – 10 YEAR LEASE**

Manufacturer	Equip. Model	Equip. Components *	Site	TFN POP	Service Type	One-Time Cost (set-up installation if any)	Mo. Cost	Annual Cost	Maint. Fee Annual	Maint. Fee Month	Term	Order Interval	eRate Eligible	Fiber Status: "E" for Existing & "NB" for New Build

Site – Address from Appendix C or D being proposed  
TFN POP – TFN POP for the fiber to be terminated from the site see Appendix B  
Service Type – One of the options identified in Section V  
One-Time Cost – Single pay option, or IRU or Installation or Other Charges  
Monthly Service Cost – monthly recurring charge for proposed service if applicable  
Maintenance Fee – Annual maintenance fee for proposed service of applicable  
Term – length of time being proposed for the proposed service (i.e. 36 mos., 120 mos.)  
Order Interval – estimated time from order to installation  
eRate Eligible – Yes or No as to whether the proposed service qualified for eRate

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\* Please identify specific cards/components that you are proposing be added to the chassis. The response should include details of all one-time and recurring costs associated with the project and identification of any termination fees. While important, cost will only be one of the criteria used to make the award.

**SCHEDULE A: PRICING FORM FOR MANAGED FIBER OPTION**

In estimating cost of service options, please consult the TFN Core Backbone Map and Hub/POP Addresses shown in appendix A and B. For the End Site Addresses consult the following: Appendix C for higher education participants and Appendix D for the DA Sites and Metros. Please provide the following information for each service option you are proposing by site:

- Pricing (eg: unit, extended, etc)
- Delivery ARO
- Payment Terms (eg: 2% Ten, Net 30)

**For proposed equipment: \_\_\_ 3-year price provided; \_\_\_ 5-year price provided; if bidding both, provide two separate charts**

**OPTION 2B – 20 YEAR LEASE**

Manufacturer	Equip. Model	Equip. Components*	Site	TFN POP	Service Type	One-Time Cost (set-up installation if any)	Mo. Cost	Annual Cost	Maint. Fee Annual	Maint. Fee Month	Term	Order Interval	eRate Eligible	Fiber Status: "E" for Existing & "NB" for New Build

Site – Address from Appendix C or D being proposed  
TFN POP – TFN POP for the fiber to be terminated from the site see Appendix B  
Service Type – One of the options identified in Section V  
One-Time Cost – Single pay option, or IRU or Installation or Other Charges  
Monthly Service Cost – monthly recurring charge for proposed service if applicable  
Maintenance Fee – Annual maintenance fee for proposed service of applicable  
Term – length of time being proposed for the proposed service (i.e. 36 mos., 120 mos.)  
Order Interval – estimated time from order to installation  
eRate Eligible – Yes or No as to whether the proposed service qualified for eRate

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\* Please identify specific cards/components that you are proposing be added to the chassis. The response should include details of all one-time and recurring costs associated with the project and identification of any termination fees. While important, cost will only be one of the criteria used to make the award.

**SCHEDULE A: PRICING FORM FOR TRADITIONAL MONTHLY SERVICE**

In estimating cost of service options, please consult the TFN Core Backbone Map and Hub/POP Addresses shown in appendix A and B. For the End Site Addresses consult the following: Appendix C for higher education participants and Appendix D for the DA Sites and Metros. Please provide the following information for each service option you are proposing by site:

- Pricing (eg: unit, extended, etc)
- Delivery ARO
- Payment Terms (eg: 2% Ten, Net 30)

**OPTION 3**

Site	TFN POP	Service Type	One-Time Cost	Monthly Service Cost	Annual Cost	Maint. Fee Annual	Maint. Fee Month	Term	Order Interval	eRate Eligible	Fiber Status: "E" for Existing & "NB" for New Build

- Site – Address from Appendix C or D being proposed
- TFN POP – TFN POP for the fiber to be terminated from the site see Appendix B
- Service Type – One of the options identified in Section V
- One-Time Cost – Single pay option, or IRU or Installation or Other Charges
- Monthly Service Cost – monthly recurring charge for proposed service if applicable
- Maintenance Fee – Annual maintenance fee for proposed service of applicable
- Term – length of time being proposed for the proposed service (i.e. 36 mos., 120 mos.)
- Order Interval – estimated time from order to installation
- eRate Eligible – Yes or No as to whether the proposed service qualified for eRate

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

The response should include details of all one-time and recurring costs associated with the project and identification of any termination fees. While important, cost will only be one of the criteria used to make the award.

## SCHEDULE B: CERTIFICATION

(Please check and/or complete the appropriate response – see bolded areas)

1. **Minority Business Enterprise-** The Bidder  is  is not a minority business enterprise. A minority business is defined as an individual, partnership, corporation, or joint venture of any kind that is owned and controlled by United States citizens, residents of Ohio, who are certified by the state of Ohio Equal Opportunity Center, and who are members of one of the following economically disadvantaged groups: African-Americans, Native-Americans, Asian-Americans, and Hispanic-Americans.
  
2. **Buy American-**The goods  are  are not produced or mined in the United States of America, its possessions, or Puerto Rico.
  
3. **Buy Ohio-**Note: Economic preference shall be awarded to Ohio Bidders and Bidders from “Border” (Michigan, Kentucky, Indiana, Pennsylvania, and West Virginia) states, provided those states do not impose economic restraints on products produced or mined in Ohio. An “Ohio Bidder” describes one who offers Ohio products (defined to mean products which are mined, excavated, produced, manufactured, raised, or grown in the state by a person where the input of Ohio products, labor, skill or other services constitutes no less than 25 percent of the manufactured cost) or a Bidder who demonstrates significant Ohio economic presence (defined to mean business organization that: have sales offices, divisions, sales outlets or manufacturing facilities in Ohio or facilities demonstrate a significant capital investment in Ohio; pay required taxes to the state of Ohio; and are registered and licensed to do business in the state of Ohio with the office of Secretary of State).

The Bidder  is  is not considered a Bidder from a “Border State” or an “Ohio Bidder,” as described above.

4. **Conflict of Interest-**

4-a.  The Bidder certifies that none of the company’s directors or principal officers are employed by or affiliated with The Ohio State University.

4-b. Should any of the Bidder’s directors or principal officers also be employed by or be affiliated with The Ohio State University, the Bidder will so certify by listing their name(s) and title(s) below:

**Name of Company Director or Principal**

**Officer Affiliated With or Employed**

**By The Ohio State University**

**Title**


Failure to complete this document with requested information concerning any of the representations cited above may disqualify your bid submittal. The University, at its discretion, may disqualify your bid if any such representations are deemed inaccurate or any such employment of affiliation creates a potential conflict of interest.

**Signed:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Supplier Federal Tax I.D. Number** \_\_\_\_\_

Note: The provisions of this form are based upon University regulations, Federal regulations and the requirements of Chapter 125 of the Ohio Revised Code.

**SCHEDULE C: BIDDER INQUIRY FORM**

**RFP 04-LAST MILE-SMB**

Should a Bidder question any section(s) of this document as unclear or as reasonably susceptible to more than one (1) interpretation; discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this request for proposal, **the Bidders must fax their questions regarding the specifications by December 30, 2003 at 12:00 P.M., Local Time, on this form.** Responses to the questions will be issued no later than January 6,2004.

**Company Name:** \_\_\_\_\_

**Telephone Number:** (     )                      **Fax Number:** (     )                      **E-mail:** \_\_\_\_\_

**Response Should Be Directed To:** \_\_\_\_\_  
(Please Print)

\_\_\_\_\_

**Section:** \_\_\_\_\_ **Page Number:** \_\_\_\_\_

**Question:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

**Section:** \_\_\_\_\_ **Page Number:** \_\_\_\_\_

**Question:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

**Section:** \_\_\_\_\_ **Page Number:** \_\_\_\_\_

**Question:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please fax questions to Suzanne Burge at 614/292-6913 no later than  
December 30, 2003 12:00 P.M., Local Time.**



**Appendix A Third Frontier Backbone Network MAP**



## Appendix B

## Third Frontier Network Point of Presence Addresses

Akron Qwest POP  
1 Cascade Plaza, Suite 1210  
Akron, OH 44308  
330-376

Athens AEP POP  
HDL Center, Suite 179A  
160 W. Union St.  
Athens, OH 45701  
740-593

Borden Bldg. Qwest POP  
180 E. Broad St., Basement  
Columbus, OH 43215  
614-469

Canton AEP POP  
301 Cleveland Ave., SW  
Canton, OH 44702  
330-456

Chillicothe AEP POP  
701 Hardin Dr.  
Chillicothe, OH 45601  
740-774

Cincinnati Cinergy POP  
635 Merhing Way  
Cincinnati, OH 45203  
513-241

Cleveland AFS POP  
1255 Euclid  
Cleveland, OH  
216-696

Cleveland Qwest POP  
50 Public Square, Suite 640  
Cleveland, OH 44113  
216-696

Columbus AEP POP  
251 N. Neilston  
Columbus, OH 43215  
614-469

Dayton Qwest POP  
1536 1<sup>st</sup> National Plaza, 15<sup>th</sup> Floor  
130 W. Second St.  
Dayton, OH 45402  
937-228

Delaware AEP POP  
Delaware Substation  
60 Liberty Rd.  
Delaware, OH 43015  
740-362

Lancaster AEP POP  
2190 Sugar Grove Rd. CR 50  
Lancaster, OH  
740-862

Lane Avenue POP  
1454 W. Lane Ave., Ritz Camera Bldg.  
Columbus, OH 43221  
614-488

Lima AEP POP  
Rockhill Substation  
1688 Sugar St.  
Lima, OH 45801  
419-998

Newark AEP POP  
10605 Blue Jay Rd.  
Heath, OH  
740-670

New Philadelphia AEP POP  
CR 21  
New Philadelphia, OH 44663  
330-339

Ohio Educational Telecomm.  
2470 North Star Rd.  
Columbus, OH 43221  
614-488

Portsmouth AEP POP  
National City Bank Bldg.  
800 Gallia St., Fifth Floor  
Portsmouth, OH 45662  
740-353

S. Charleston AEP POP  
8410 Columbus-Cincinnati Rd.  
S. Charleston, OH 45368  
937-462

State Office Tower  
30 East Broad St., 7<sup>th</sup> Floor  
Columbus, OH 43215  
614-466

State of Ohio Computer Center (**SOCC**)  
1320 Arthur E. Adams Dr.  
Columbus, OH 43221  
614-488

Telecomm. Network Center (**TNC**)  
320 West Eighth Ave., Rm. 114  
Columbus, OH 43201  
614-292

Toledo Buckeye POP  
4818 Angola Road  
Toledo, OH 43615  
419-724

Toledo Wiltel POP  
1946 N. 13<sup>th</sup> St. Suite 180  
Toledo, OH 43614

Worthington POP  
150 E. Campus View Blvd., Suite 130  
Worthington, OH 43235  
614-781

Youngstown Qwest POP  
Metropolitan Tower  
1 Federal Plaza West, Room 1000  
Youngstown, OH 44503  
330-747

Youngstown Wiltel POP  
120 S. Walnut St.  
Youngstown, OH 44503  
330-747

Xenia AEP POP  
1801 Dayton-Xenia Road  
Xenia, OH  
937-562

**Appendix C Higher Education and Research Participants**

<b>Participant</b>	<b>Street Address</b>	<b>City</b>	<b>NPA/NNX</b>
Bowling Green State University	Site Location: Hayes Hall, Rm. 313, 1000 E. Wooster St.	Bowling Green	419-372
Case Western Reserve University	Crawford Hall, Rm. 315, 10900 Euclid Ave.	Cleveland	216-368
Central State University	1400 Brush Row. Rd, Lionel H. Newsom Admin. Bldg, Info. Services Switch Room 33	Wilberforce	937-376
Cleveland State University	1860 E. 22 <sup>nd</sup> St., Rhodes Tower, SB09	Cleveland	216-687
Kent State University	500 E. Main St., Main Campus, Library Bldg., Rm. 140	Kent	330-672
Medical College of Ohio at Toledo	3065 Arlington Ave, Dowling Hall, Computer Rm.	Toledo	419-383
Miami University	Robertson Hall, Rm. 204	Oxford	513-529
Northeastern Ohio Universities	4209 St. Rte. 44, Bldg. B, 1 <sup>st</sup> Flr., Rm. B33	Rootstown	330-325`
Ohio State University	1121 Kinnear Rd., Bldg. C, KRC	Columbus	614-292
Ohio University	Alden Library, 28 Park Place	Athens	740-593
Shawnee State University	940 2 <sup>nd</sup> St., Massie Hall, Basement Rm. 41	Portsmouth	740-355
University of Akron	185 Carroll St., Computer Ctr., Platform Rm.	Akron	330-972
University of Cincinnati	3235 Eden Ave., Health Professions Bldg., Telephone Rm.	Cincinnati	513-556
University of Dayton	300 College Park, Miriam Hall, Ground Flr., Rm. 14	Dayton	937-229
University of Toledo	2801 W. Bancroft St.	Toledo	419-530
Wright State University	3640 Colonel Glenn Hwy., Allyn Hall, Basement Rm. 045	Dayton	937-775
Youngstown State University	429 Wick Ave., Meshel Hall, Rm. 401C	Youngstown	330-941
Cedarville University	300 Bridge St., Service Ctr., 1 <sup>st</sup> Flr., Tele Switch Rm.	Cedarville	937-766
Wilberforce University	1055 N. Bickett Rd., University Computing Services, Wolfe Bldg. Ground Flr., Rm. 2	Wilberforce	937-708

**Appendix C****Higher Education and Research Participants (cont.)**

<b>Participant</b>	<b>Street Address</b>	<b>City</b>	<b>NPA/NNX</b>
Air Force Institute of Technology	2435 5 <sup>th</sup> St., Bldg. 20676, Area B, Rm. 201	Dayton	937-255
Antioch College	795 Livermore St., Antioch Hall, Basement Flr., Network Closet	Yellow Springs	937-767
Ashland University	401 College Ave., Founders Hall, Rm. 102	Ashland	419-289
Baldwin-Wallace College	275 Eastland Ave.	Berea	440-826
Belmont Technical College	120 Fox-Shannon Pl., Main Bldg., Rm. 157	St. Clairsville	740-695
Bluffton College	280 W. College Ave., Berky Annex, Ground Flr., Boiler Room	Bluffton	419-358
Capital University	2199 E. Main St., Battelle Hall of Science and Nursing, Rm. 222	Bexley	614-236
Central Ohio Technical College	OSU Newark Branch circuit	Newark	740-366
Cincinnati State Technical College	3520 Central Prkwy., Suite 920, 100 S. Limestone St.	Cincinnati	513-569
Clark State Community College	Brinkman Education Ctr., Rm. 012	Springfield	937-328
Cleveland Institute of Art	11141 East Boulevard	Cleveland	216-421
Cleveland Institute of Music	11021 East Boulevard	Cleveland	216-795
College of Mount St. Joseph	5701 Delhi Rd., Seton Ctr., Ground Flr., PBX Rm.	Cincinnati	513-244
College of Wooster	1267 Beall Ave., Armington Physical Education Ctr., Rm. 119	Wooster	330-263
Columbus State Community College	550 E. Spring St., Eibling Hall, Rm. 103, Switchroom	Columbus	614-287
Cuyahoga Community College	2900 Community Ave., B & A Bldg., Rm. 4	Cleveland	216-987
David N. Myers University	112 Prospect Ave.	Cleveland	216-696
Denison University	300 South Rd., Fellows Hall, Rm. G1	Granville	740-587
DeVry University	1350 Alum Creek Dr., Rm. B106	Columbus	614-253
Edison State Community College	1973 Edison Dr., Main Campus, Rm. 102	Piqua	937-778
Franciscan University	JC Williams Ctr., 1 <sup>st</sup> Flr.	Steubenville	740-283

**Appendix C****Higher Education and Research Participants (cont.)**

<b>Participant</b>	<b>Street Address</b>	<b>City</b>	<b>NPA/NNX</b>
Franklin University	201 S. Grant Ave., Frasch Hall, Lower level, Telecommunications Rm.	Columbus	614-744
Heidelberg College	100 Hedges St., Bareis Hall, Rm. 214	Tiffin	419-448
Hiram College	6832 Hinsdale St., S.E. corner of Dean & Hinsdale sts., Teachout-Price Hall, Dray Computer Ctr., Basement	Hiram	330-569
Hocking College	3301 Hocking Pkwy., John Light Hall, Rm. 175	Nelsonville	740-753
James A. Rhodes State college	4240 Campus Dr., Technical Education Lab. Bldg., Rm. 133	Lima	419-995
Jefferson Community College	4000 Sunset Blvd.	Steubenville	740-264
John Carroll University	20700 N. Park Blvd., Telecomm Rm., Admin. Bldg.	University Heights	216-397
Kenyon College	103 College Dr., Olin Library, Rm. 121	Kenyon	740-427
Lake Erie College	391 W. Washington St., Holden Ctr., 3 <sup>rd</sup> Flr., Rm. 323. (Entrance facility is at College Hall, Phone Rm., Ground Flr.)	Painesville	440-639
Lakeland Community College	7700 Clocktower Dr., Bldg. C, Rm. 1074	Kirtland	440-953
Lorain County Community College	1005 N. Abbe Rd., Nord Advanced Technologies Ctr., AT117	Elyria	440-366
Malone College	515 25 <sup>th</sup> St., N.W., Haviland Hall, Basement	Canton	330-471
Marietta College	215 5 <sup>th</sup> St., Irvine Admin. Bldg., Basement Computer Rm., (Entrance facility on left side.)	Marietta	740-376
Marion Technical College	1467 Mt. Vernon Ave., Technical Education Ctr., Rm. 104M	Marion	740-389

**Appendix C****Higher Education and Research Participants (cont.)**

<b>Participant</b>	<b>Street Address</b>	<b>City</b>	<b>NPA/NNX</b>
Methodist Theological School in Ohio	3081 Columbus Pike, Werner Administration Bldg., Basement Rm. 4	Delaware	740-362
Mount Union College	1700 Miller Ave., Kolenbrander Harter Hall, Network Operations Ctr. (Entrance facility located at 1972 Clark Ave., Beeghly Hall, 3 <sup>rd</sup> Flr., Phone Rm.)	Alliance	330-823
Mount Vernon Nazarene University	800 Martinsburg Rd., Pioneer Hall, Telecomm. Suite	Mt. Vernon	740-392
Muskingum Area Technical College	1555 Newark Rd., College Hall, Rm. C290	Zanesville	740-588
Muskingum College	163 Stormont St., Boyd Science Ctr., Rm. 331, Telecomm	New Concord	740-826
NASA Glenn Research Center	West Area Rd., Bldg. 322 (Gateway Bldg., demarc), Rm. 104	Cleveland	216-433
North Central Technical College	2441 Kenwood Circle, Fallerius Tech. Bldg., 1 <sup>st</sup> Flr., Rm. 111-%	Mansfield	419-755
Northwest State Community College	22-600 S.R. 34, Library, C Wing, Rm. C101A	Archbold	419-267
Notre Dame College	4545 College Rd., Admin. Bldg., 1 <sup>st</sup> Flr., Rm. 13	South Euclid	216-373
Oberlin College	143 W. College, Mudd Learning Ctr., A Level, Rm. 020B	Oberlin	440-775
Ohio Dominican College	1216 Sunbury Rd., Spangler Library, Rm. 221	Columbus	614-251
Ohio Northern University	525 S. Main St., Hill Annex, Switchroom	Ada	419-772
Ohio Wesleyan University	78 S. Sandusky St., R.W., Corns Bldg, Rm. 136	Delaware	740-368
Otterbein College	100 W. Home St., Campus Center, Basement, Tele. Rm.	Westerville	614-823
Owens Community College	30335 Oregon Rd., College Hall, Rm. 212	Perrysburg	419-661
Payne Theological Seminary	1230 Wilberforce- Clifton Rd., 1 <sup>st</sup> Flr., Computer Rm.	Wilberforce	937-376

**Appendix C****Higher Education and Research Participants (cont.)**

<b>Participant</b>	<b>Street Address</b>	<b>City</b>	<b>NPA/NNX</b>
Pontifical College Josephinum	7625 N. High St., Main Basement	Columbus	614-985
Siegal College of Judaic Studies	26500 Shaker Blvd., Communication Rm., 1 <sup>st</sup> Flr.	Beachwood	216-464
Sinclair Community College	444 W. 3 <sup>rd</sup> St., Bldg. 4, Rm. 4030	Dayton	937-512
Southern State Community College	100 Hobart Dr.	Hillsboro	937-695
Stark State Community College	6200 Frank Ave. N.W., Room. B-203	Canton	330-494
Terra State Community College	General Technology Bldg, B309 (entrance facility at Klay Hall, 1 <sup>st</sup> Flr, A100)	Fremont	419-334
Tiffin University	30 N. Sandusky St., Franks Hall, Rm. 207	Tiffin	419-448
University of Findlay	100 N. Main St., Old Main Bldg., Basement phone room	Findlay	419-434
University of Northwestern Ohio	1441 N. Cable Rd., 100 Bldg, 1 <sup>st</sup> Flr. (Service room located at 320 N. College Ave., Allen Hall, 1 <sup>st</sup> Flr., URG's Cave, Telco Closet)	Lima	419-998
University of Rio Grande	579 College Way, Moore Math and Science Ctr., Main Flr., Rm. 103	Rio Grande	740-245
Urbana University	2550 Lander Rd., Mullen Bldg., 2 <sup>nd</sup> Flr, MU234	Urbana	937-484
Ursuline College	2020 Easton St. N.W., Farrell Hall	Pepper Pike	440-449
Walsh University	2020 Easton St. N.W., Farrell Hall	North Canton	330-490
Washington State Community College	710 Colegate Dr., Main Bldg.	Marietta	740-374
Wilmington University	College Hall, 1 <sup>st</sup> Flr, PBX Rm., College St.	Wilmington	937-382
Wittenberg University	251 Bill Edwards, Hollenbeck Hall, Center Basement, Mechanics Rm.	Springfield	937-525
Wright Patterson AFB	2435 5 <sup>th</sup> St., Bldg. 20676, Area B	Dayton	937-255
Xavier University	1630 Herald Ave., Basement Tele. Closet	Cincinnati	513-745



**Appendix C****Higher Education and Research Participants (cont.)**

<b>Participant</b>	<b>Street Address</b>	<b>City</b>	<b>NPA/NNX</b>
Art Academy of Cincinnati	1125 Saint Gregory St.	Cincinnati	513-721
Columbus College of Art and Design	107 N. 9 <sup>th</sup> St.	Columbus	614-224
Defiance College	701 N. Clinton St.	Defiance	419-782
God's Bible School and College	1810 Young St.	Cincinnati	513-721
Lourdes College	6832 Young St.	Sylvania	419-885
McGregor Antioch University	800 Livermore St.	Yellow Springs	937-769
Mercy College of Northwest Ohio	2221 Madison Ave.	Toledo	419-251
Mount Carmel College of Nursing	127 S. Davis Ave.	Columbus	614-234
Ohio College of Podiatric Medicine	10515 Carnegie Ave.	Cleveland	216-231
Union Institute & University of Phoenix Cleveland Campus	440 E. McMillan St.	Cincinnati	513-861
Bowling Green State University: Firelands	5005 Rockside Rd.	Independence	216-447
Kent State University: Ashtabula	3325 W. 13 <sup>th</sup> St.	Ashtabula	440-964
Kent State University: East Liverpool	400 E. 4 <sup>th</sup> St.	East Liverpool	330-385
Kent State University: Geauga	14111 Claridon-Troy Rd.	Burton	440-834
Kent State University: Salem	2491 S.R. 45	Salem	330-332
Kent State University: Stark	60000 Frank Ave. N.W.	Canton	330-499
Kent State University: Trumbull	4314 Mahoning Ave. N.W.	Warren	330-847
Kent State University: Tuscarawas	330 University Dr. N.E.	New Philadelphia	330-339
Miami University: Hamilton	1601 Peck Blvd.	Hamilton	513-785
Miami University: Middletown	4200 E. University Blvd.	Middletown	513-727
Ohio State University: Lima	4240 Campus Dr.	Lima	419-995
Ohio State University: Mansfield	1680 University Dr.	Mansfield	419-755
Ohio State University: Marion	1465 Mt. Vernon Ave.	Marion	740-389
Ohio State University: Newark	1179 University Dr.	Newark	740-366

**Appendix C Higher Education and Research Participants (cont.)**

<b>Participant</b>	<b>Street Address</b>	<b>City</b>	<b>NPA/NNX</b>
Ohio University: Chillicothe	571 W. 5 <sup>th</sup> St.	Chillicothe	740-774
Ohio University: Eastern	45425 National Rd.	St. Clairsville	740-695
Ohio University: HDL Center	160 W. Union St.	Athens	740-593
Ohio University: Lancaster	1570 Granville Pk.	Lancaster	740-654
Ohio University: Pickerington	12933 Stonecreek Dr.	Pickerington	614-367
Ohio University: Proctorville	305 State St.	Proctorville	740-886
Ohio University: Southern	1804 Liberty Ave.	Ironton	740-533
Ohio University: Zanesville	1425 Newark Rd.	Zanesville	740-453
University of Akron: Wayne	1901 Smucker Rd.	Orrville	330-684
University of Cincinnati: Clermont	4200 Clermont College Dr.	Batavia	513-732
University of Cincinnati: Raymond Walters	9555 Plainfield Rd.	Cincinnati	513-745
Wright State University: Lake	7600 S.R. 703	Celina	419-586

**Appendix D**

**Ohio SchoolNet K-12 Data Acquisition and Metro Participants**

<b>Participant</b>	<b>Street Address</b>	<b>City</b>	<b>NPA-NNX</b>
ACCESS	425 W Main St	Canfield	330-270
HCCA	7615 Harrison Ave	Mt Healthy	513-728
LACA	195 Union St	Newark	740-345
LEECA	1885 Lake Ave	Elyria	440-324
LGCA	8140 Auburn Rd	Concord Twp	440-357
LNOCA	7800 Wall St	Valley View (Cleveland)	216-520
MDECA	201 Riverside Dr	Dayton	937-223
MEC	2100 Citygate Dr	Columbus	614-473
MVECA	330 E Enon Rd	Yellow Springs	937-767
NCOCC	1495 W Longview Ave	Mansfield	419-747
NEOMIN	528 Educational Hwy	Warren	330-847
NEONET	420 Washington Ave	Cuyahoga Falls	330-926
NOACSC	645 S Main St	Lima	419-228
NOECA	219 Howard Dr	Sandusky	419-627
NWOCA	22-900 SR34	Archibold	419-267
NWOCA Alt Hub	6900 Hall St	Holland	419-494
OMERESA	2023 Sunset Blvd	Steubenville	740-283
SCOCA	175 Beaver Creek Rd	Piketon	740-289
SEOVEC	221 N Columbus Rd	Athens	740-594
SPARCC	2100 38th St NW	Canton	330-492
SWOCA	3607 Hamilton-Middletown Rd	Hamilton	513-867

**Appendix D Ohio SchoolNet K-12 Data Acquisition and Metro Participants (cont)**

<b>Participant</b>	<b>Street Address</b>	<b>City</b>	<b>NPA-NNX</b>
TCCSA	2125 Eagle Pass	Wooster	330-264
TRECA	2222 Marion-Mt Gilead Rd	Marion	740-389
WOCO	129 E Court St	Sidney	937-498
Akron Public Schools	70 N Broadway	Akron	330-761
Canton City Schools	617 McKinley Ave SW	Canton	330-438
Cincinnati Public Schools	2651 Burnet Ave	Cincinnati	513-475
Cleveland Public Schools	4966 Woodland Ave	Cleveland	216-858
Columbus Public Schools	1091 King Ave	Columbus	614-488
Dayton Public Schools	115 S. Ludlow St.	Dayton	937-542
Toledo Public Schools	4818 Angola Rd.	Toledo	419-729

<b>General Business Information</b>	
<b>Company Legal Status</b> (i.e., corporation, sole proprietorship, partnership, etc.): <i>(fill in)</i>	
(Provide the legal status as established in your firms articles or incorporation or other commonly recognized, legally constituted means of corporate establishment.)	
<b>Number of years in business under current corporate name:</b> <i>(fill in)</i>	
(Provide the number of continuous years in operation under the corporate name offered in conjunction with this RFP	
<b>Litigation pending due to non-performance or poor performance?</b>	
<b>If, yes please explain whether issues were either:</b>	
1. Not Litigated (state final, outcome)	
2. Litigated (state current status if pending or final disposition of suit)	
(If you answer "yes" above, please provide explanation in the Comments section below.	
State legally negotiated / adjudicated non-litigated status. State current legally adjudicated status, providing associated Case Number. )	
<b>Comments:</b>	
<b>D&amp;B DUNS Number</b> (If applicable please provide your D& B Duns Number)	
<b>Financial Report / URL</b> Provide annual financial report for your company in a separate attached document. If your report is located at your company's website, please provide the URL to that site here:	

**Appendix F Corporate Reference Form**

All vendors are to submit three (3) client references for which similar services to this procurement have been performed in the past three (3) years. For all references, the Offeror must complete the following. Bidders may make as many copies of this form as needed.

GTA000147 REFERENCE FORM # ____	
Customer Name:	
Customer Address:	
Customer Contact Name & Title:	
Contact Phone:	
Contact FAX:	
Contact E-mail:	
Size, background, and business focus of the customer:	
Dates of Engagement:	
Prime Vendor	Y N      If Prime, did you engage Subcontractors? If so, percentage of work subcontracted on this engagement:
Description of Project:	
Description of Specific Requirements:	
Methodology, approach, staffing, tools and techniques used:	
Detailed description of technologies used:	
Did the project complete on time?	
Did the Project complete under original budget?	
What was the value of the Contract at initial Award?	
Effectiveness or results of engagement:	
Describe your team's identification of, interaction with, and responsiveness to problems during the engagement:	
Describe any 'Lessons Learned' that could benefit other similar projects:	