



Request for Quotation: #09-85910984AG-REH

Pre-Bid Conference: ☐ Mandatory ☐ Non-Mandatory ☒ Not Applicable

Pre-Bid Date/Time:

Pre-Bid Location:

RFQ Open Date:

April 15, 2009

RFQ Closing Date/Time:

April 27, 2009 @ 3:00 P.M. ET

Quotation Description Summary: Holiday Inn Conversion Project - Generator

(A more detailed description can be found in the specifications – refer to Table of Contents)

*Special Instructions: Equipment purchase only. No labor involved.

Category Code(s): HVAC

(Internal use only)

Submit Quotation to:

RFQ #09-85910984AG-REH

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

OSU Contact: Robin E. Harris

Email: harris.1109@osu.edu

Phone/Voice Mail: 614-292-9953

Fax: 614-688-3494

To be considered, this document must be signed and received by The Ohio State University's Purchasing Department at the address, date and time indicated above. No bid documents will be accepted after specified time and date. Bid documents submitted to an address other than the above, or received after the deadline, will not be considered and will be returned (unopened) to the vendor.

I. Sign, date and return all sections of the bid document as instructed.

II. Ensure that the bid document is properly delivered and in the possession of The Ohio State University's Purchasing Department at the time of bid closing. If the quotation is mailed, make sure it is properly identified as a BID response, referencing the bid inquiry number. Any hand-delivered bid documents must be sealed in an envelope or a properly labeled package and given directly to The Ohio State University's Purchasing Department at the above address.

III. Bid quotations cannot be accepted by e-mail.

REQUEST FOR QUOTATION – BIDDER SIGNATURE PAGE

Any joint quotation must be signed by all bidders (when applicable see Section II)

Bidder #1

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 "RFQ Terms and Conditions" and the "Purchase Order Terms and Conditions". 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/Time. The University reserves the right to reject some, all or none of the proposed exceptions and/or amendments and asserts its Terms and Conditions as described herein.

Company Name: _____

Address: _____

City/State/Zip: _____

Federal Tax ID#: _____ **Email:** _____

Phone/Voice: _____ **Fax:** _____

Authorized Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

Bidder #2

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 "RFQ Terms and Conditions" and the "Purchase Order Terms and Conditions". 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/Time. The University reserves the right to reject some, all or none of the proposed exceptions and/or amendments and asserts its Terms and Conditions as described herein.

Company Name: _____

Address: _____

City/State/Zip: _____

Federal Tax ID#: _____ **Email:** _____

Phone/Voice: _____ **Fax:** _____

Authorized Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

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SCHEDULES

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- B. OSU Certification Form
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- D. Bidder Questions Form
(if applicable)

SECTION I: Definitions

The following definitions are relative to this Request for Quotation (hereinafter referred to as RFQ), and any addenda incorporated hereafter:

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.

Agreement or Contract: Award resulting from the RFQ.

ARO: After receipt of order.

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, Item 1 of this RFQ. Quotations received after such date and time will not be considered.

Bidder, Vendor, Supplier, Seller: Respondent to the RFQ.

ET: Eastern Time

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 quotation without the information.

MBE: 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.

OSU, University, Purchaser: The Ohio State University.

Quotation: Response provided by Supplier or Bidder.

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.

SECTION II: 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.

Provisions: If any provisions in a resultant agreement are held to be invalid, void, or unenforceable, the remaining provisions shall 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 a 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.**

Cancellation for Lack of Funding: A 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 vendor shall be notified in writing of such non-appropriation at the earliest opportunity.

Termination of Agreement: Consistent failure by the vendor to meet the terms and conditions of a 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 vendor. In the event that said default continues for a period of thirty (30) days after the vendor 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 occur as a result of the vendor's breach. In addition, either party may cancel a resultant agreement, for any reason, after ninety (90) days from the effective date of the agreement by giving the other party thirty (30) days prior written notice of intent.

Quote: Response must be valid for 120 days.

The University, at its sole discretion, reserves the right to extend any resultant contract, under the same pricing and terms and conditions, to some or all University areas.

SECTION II: RFQ Terms and Conditions (continued)

Minority Business Participation:

The Ohio State University has a goal consistent with the State of Ohio legislative mandate to procure at least 15% of its aggregate total of goods and services from State of Ohio Certified Minority Business Enterprises (MBE). A list of Certified Minority Vendors can be found at www.mbe.ohio.gov. Pursuant to this mandate, Bidders are encouraged to work in conjunction with MBE Bidders to submit a joint quotation. Any such joint proposal must be signed by all Bidders and must clearly indicate the specific portion (and pricing) of the total scope of work that each joint Bidder is to perform/provide. The MBE performance percentage will be calculated as follows:

- The MBE performance dollar-cost, divided by the sum of both MBE and non-MBE performance dollar-costs.

Quotations that contain zero-percentage of MBE performance will not be deemed non-responsive solely on the basis of a zero-percentage MBE performance. The percentage of the total scope of work that will be performed by a MBE Bidder will be an evaluation criterion in the award decision, and will be weighted at the University's sole discretion. Award shall be made to the Bidder(s) whose quotation (joint or not) represents the lowest responsive and responsible offer. In the event that an award is made as the result of a joint quotation, each awarded vendor will be issued a separate contract and/or purchase order consistent with its pricing and scope of work as specified in the joint quotation.

SECTION III: RFQ Response Requirements & Checklist

RFQ Schedule of Events: The Ohio State University will make every effort to adhere to the schedule below:

• RFQ Issued to Bidders	April 15, 2009	
• The Ohio State University Bidder Questions Form Due	April 21, 2009	
• Responses to Bidder Questions Form Due	April 23, 2009	
• RFQ Due Date	April 27, 2009	@ 3:00 p.m. ET

RFQ Response Format: Responses must address all aspects of the RFQ and should follow the chronology of the RFQ. Provide two (2) copies of your response; 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 Checklist

All responses are to be submitted to the University Purchasing Department 2650 Kenny Road, Columbus, OH 43210.

Due by Bid Closing Date/Time: April 27, 2009 @ 3:00 p.m. ET

The following **MUST** be included in the bid-response package:

- ☒ Quoted Pricing
- ☒ OSU Certification Form (Schedule B)

Failure to provide the above items with bid-response package WILL invalidate the bid response.

Due prior to issuance of purchase order or University contract.

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 Bidder Signature Page
- ☒ DMA Form (Schedule C)
- ☒ Properly executed Insurance Certificate

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: Specifications (Background and Scope of Work Parameters)

Background

This is a purchase of a standby diesel engine-driven generator, set 275 kW / 344 kVA (480Y/277V-3PH-4W), to supply electrical power in the event of failure of normal supply, to consist of a liquid cooled engine, an AC alternator with main breaker and system controls, fuel system including fuel, day tank and piping, exhaust system with muffler an dipping and cooling sub-system, per attached spec's.

SECTION 26 32 14

DIESEL ENGINE-DRIVEN GENERATOR SET

PART 1 - GENERAL

- 1.1 Provide a standby power system to supply electrical power in event of failure of normal supply consisting of a liquid cooled engine, an AC alternator with main breaker and system controls, fuel system including fuel, day tank and piping, exhaust system with muffler and piping and cooling sub-system.
- 1.2 The Diesel Engine-Driven generator set is part of a pre-purchase package and the supplier and manufacturer shall include the following services in their price quote (in addition to general requirements required in the Request for Quotation (RFQ)):
 - A. 5-year parts and labor warranty.
 - B. Certified factory load test.
 - C. Certified Technician start-up and Owner demonstration and training. On site test to be per NFPA 110. Load bank for on site test to be provided by University.
 - D. The generator shall be packaged for storage protection from weather.
- 1.3 A rating of 275 kW/344 kVA (480Y/277V-3PH-4W) is for standby service with 100 hours or less per year operating time.
- 1.4 The generator set must conform to and comply with applicable local code requirements of the authority having jurisdiction and NEC Articles 700, 701 and 702 pertaining to the construction and installation of emergency and standby systems. Comply with applicable requirements of NFPA 37, "Installation and Use of Stationary Combustion Engines and Gas Turbines", and NFPA 101, Code for Safety to Life from Fire in Buildings and Structures".
- 1.5 The package generator set shall be UL 2200 listed and labeled.
- 1.6 Generators shall be certified by the manufacturer to meet the EPA standards.

0 – 70 KW	Tier 2
70 – 450 KW	Tier 3
> 500 KW	Tier 2

Emission equipment either internal or external to comply with the certification shall be furnished, installed, tested and warranted to provide a complete operational system.

Certification test with operation on low sulfur fuel. Operation based on use of Ultra low sulfur fuel is not acceptable.

Emission standards to be rated to be for 10 years in standby operation (operating up to 500 hours per year). Warranties to cover all components and labor whose failure would increase the engine's emission of any pollutant maintenance of the equipment to maintain the emissions warranty shall be included under the contract and signified by a signed agreement by the generator maintenance company performing the service.

- 1.7 All of the equipment mentioned below shall be delivered to the site, as directed by the University, on a date not before July 1st, 2009 and not after July 15th, 2009.
- 1.8 Requirements for submittals, especially shop drawings, product catalog cuts, product data, etc. shall be provided in accordance with Section 01 33 00 – Submittal Procedures.

PART 2 - PRODUCTS

- 2.1 The generator set shall be of standard design with complete factory assembly by Caterpillar, Cummins-Onan, or Kohler. Custom manufactured or one-of-a-kind units, and units by other suppliers will not be approved.
- 2.2 The engine shall be diesel fueled, four cycle for heavy duty industrial application, rated to deliver the specified capacity at an ambient temperature of 110 degrees F., and an elevation of 1000 ft. above sea level. Engine shall develop approximately 1.5 HP for each kW of generator, after deducting the HP required for the unit mounted fan and pump operation. Maximum speed at rating - 1800 RPM, ratings shall be those in standard published curves and data. Special test ratings for non-standard products will not be acceptable. Engine shall incorporate all standard equipment including:
 - A. Liquid cooling radiator, engine mounted, with engine driven fan, duct flange and fan guard; engine driven water pump and closed coolant recovery system providing visual diagnostics means to determine if the system is operating with normal coolant level. The radiator shall be designed for operation in 110 degrees F. (43 degrees C.) ambient temperature.
 - B. Engine mounted intake air filter(s) with replaceable element.
 - C. Full pressure engine lubrication supplied by a positive displacement lube oil pump. Engine shall have a replaceable filter with internal bypass and replaceable elements.
 - D. Provide engine coolant and oil drain extensions to outside of the mounting base for cleaner and more convenient engine servicing.
 - E. The engine fuel system shall be designed for operation on No. 2 diesel fuel. A secondary fuel filter, water separator, manual fuel priming pump, fuel shutoff solenoid and all fuel lines must be installed at the point of manufacture.
 - F. Sensing elements shall be located on the engine for low oil pressure shutdown, high coolant temperature shutdown, low coolant level shutdown, over speed shutdown and over crank shutdown. These sensors are to be connected to the control panel using a wiring harness with the following features: wire number labeling on each end of the wire run for easy identification, a molded rubber boot to cover the electrical connection on each sensor to prevent corrosion and all wiring to be run in flexible conduit for protection from the environment and any moving objects.
 - G. Steel base for engine-generator with vibration isolators.
 - H. Electronic governor capable of maintaining alternator frequency within 0.5% from no load to full load alternator output. Steady state regulation is to be 0.25%. (Woodward 2301 Electro-Hydraulic governing system or equal by Barber-Coleman.)

- I. Electric jacket water (block) heater(s) with 120 or 208 volt power source; each thermostatically controlled and used to aid in quick starting.
- 2.3 Control instruments and alarms (NFPA-110) may be microprocessor based and shall be mounted in an engine shock mounted control panel or in a free-standing/wall mounted NEMA I panel and shall include the following:
- A. Oil pressure gauge and alarm light. (Pressure gauge can mount on engine.)
 - B. Water temperature gauge with high temperature alarm light. (Temperature gauge can mount on engine.)
 - C. Running time meter.
 - D. Voltmeter with selector switch, phase to phase, phase to neutral and off.
 - E. Ammeter with selector switch each line and off.
 - F. Frequency meter.
 - G. Battery charging ammeter.
 - H. Over speed shut down alarm light.
 - I. Unit control-run-stop with remote start from automatic transfer switches.
 - J. Voltage level adjustment rheostat. (Can mount on engine.)
 - K. Safety shut offs for high water temperature, low oil pressure, over speed and engine over crank; fault light and alarm contact for each.
 - L. Alarm light for day tank low fuel level.
 - M. Alarm light for intertank leak detection - for double wall tanks or day tanks with rupture basin.
 - N. Alarm light for sub-base storage tank low fuel level.
 - O. Indication of all alarms required by NFPA 110; include provisions for remote annunciation.
 - P. Main line circuit breaker(s); install in separate floor mounted panel if breaker(s) is too large to be installed in engine mounted control panel.
 - Q. Relay with normally closed contact for damper control.
 - R. Manual, off, auto switch; four LED's to indicate 1) not in auto, 2) alarm active, 3) generator running, 4) generator ready.
- 2.4 Flush mounted remote annunciator(s) of all alarms required by NFPA 110; locate the annunciator in the command center. Include red and green lamps indicating position of each automatic transfer switch.
- 2.5 Generator features shall include:
- A. The AC generator shall be synchronous, four pole, optimum pitch, revolving field, dripproof construction, single prelubricated sealed bearing, air cooled by a direct drive centrifugal blower fan and directly connected to the engine with flexible drive disc or flexible steel coupling - provide guard.
 - B. All insulation system components shall meet NEMA MG1 temperature limits for Class H insulation system. Actual temperature rise measured by resistance method at full load shall not exceed 130° centigrade.
 - C. The generator shall be capable of delivering rated output (kVA) at rated frequency and power factor, at any voltage not more than 5% above or below rated voltage.
 - D. A permanent magnet generator (PMG) shall be included to provide a reliable source of excitation power for optimum motor starting and short circuit performance. The PMG and controls shall be capable of sustaining and regulating current supplied to a single phase or controls shall be capable of sustaining and regulating current supplied to a single phase or three phase fault at approximately 300% of rated current for not more than 10 seconds.
 - E. Design and construction conforming to NEMA, AIEE and ASA standards.

- F. Static excited and static regulated, 12 lead brushless revolving field.
- G. Voltage regulation plus or minus 1%.
- H. Radio interference suppression.
- I. Capability to assume rated load in one step with less than 15% transient voltage dip with normal voltage recovery in one second.
- J. Power factor 0.80; 60 hertz frequency.
- K. For generator size with output greater than 400 A, provide isolated bus bar on each phase and neutral for landing the lugs on the outgoing feeder; oversize termination box on generator to meet NEC wire bending radius and space for bus bars and cable terminations.

2.6 Accessories Furnish and connect the following engine accessories:

- A. Heavy duty twelve volt or 24 volt starting batteries and charger with an adjustable trickle charge rate and a high charge rate. Battery charger shall include a D.C. ammeter and voltmeter, AC circuit breaker and a DC fuse, 0-24 hour equalizing timer, A.C. power failure relay, and low D.C. voltage alarm relay; LaMarche Model A-46 in NEMA 1 enclosure or equal by Charles Industries, Model AE or equal by gen-set manufacturer. The battery shall not be discharged through the battery charger.
- B. Flexible stainless steel exhaust connection for each exhaust outlet.
- C. Critical type exhaust silencer Maxim #M51 or equal by Burgess, EM Products Inc., Universal "ENS", York "Y4" or Cowl. Provide crossover manifold where engine has more than one exhaust outlet.
- D. Extend engine drain line for crankcase oil to outside engine mounting rails to permit easy access.
- E. Sub-base mounted fuel oil tank shall be double wall constructed of steel plate of thickness required by applicable standards and shall be UL listed and constructed per NFPA requirements; manufactured by Pryco, Victory Industrial Products or approved equal.
 - 1) Tank shall include necessary vent, fill, fuel level gauge, supply and return openings, piping and accessories. Provide vent line to outside with approved cast iron screened rain shield; must be installed with proper clearance from all building openings.
 - 2) Provide low and high fuel level switch.
 - 3) Tank shall be sized for 24 hour standby fuel consumption.
 - 4) Provide an intertank leak detector and alarm contact; connect alarm contact to control panel for local and remote annunciation.
 - 5) Base tank shall be fabricated separately from the base; after fabrication, tank shall be bolted to its base to form a complete unit that mates to the generator skid. Base tank shall not interfere with access to engine and generator for maintenance and shall be mounted to allow minimum 2 inches air space between bottom of tank and concrete floor.
 - 6) Complete assembly shall be prime and finish painted to match color of engine generator set.

- 7) Tank shall be UL listed and labeled.
- F. Provide a factory installed weather protective type sound attenuating (75 db at 7 meters) housing around generator for outdoor installation. Standard features associated with housing shall be as follows:
- 1) Hinged and removable side and rear panels for easy access to generator set.
 - 2) Vertical outlet hoods with 90° angles and baffles or turning vanes to redirect air and reduce noise; UL 94 HF1 listed acoustic insulation for flame resistant standards.
 - 3) Louvers on both the generator air intake and radiator air discharge ends for cooling; prevent rain and snow entry.
 - 4) Lockable latches on each removable or hinged panel; all parts of latches and hinges and mounting hardware shall be stainless steel.
 - 5) Rugged Galvanized steel or aluminum construction; painted with accepted manufacturer's painting process. Skid mounted. Standard color ships shall be submitted with shop drawings for color selection by the A/E.
 - 6) Battery rack and battery blanket heater, 120 V thermostatically controlled.
 - 7) Critical rated silencer with tail pipe and rain cap; mount silencer inside generator enclosure.
 - 8) Rodent barriers over all openings including louvered openings.
- 2.7 Equipment supplier shall submit for approval with shop drawings, recommended fuel piping diagram, interconnection diagram showing all controls and alarms and dimensioned drawings of the complete generator assembly in the generator room including floor pad, isolators, main breaker location and lug size, exhaust connections, required clearances, exhaust assembly, thru-wall thimble, offsets, etc. Shop drawings submitted without complete dimensioned drawings will be rejected. At completion of the project, the drawings shall be included as part of the maintenance manuals. Note: Where engine fuel injectors are required to be cooled by engine fuel, the equipment supplier shall include in his costs all additional necessary equipment and labor to modify the fuel system design including fuel cooler and all other piping and electrical work as needed.
- 2.8 The Main Line Breaker (600A/3P) shall be molded case electronic trips with GFR, 100% rated type for load circuit breaking and line protection and rated for minimum 115 to 125% full capacity of generator output. Generator exciter field circuit breakers are not acceptable as a substitute for the main breaker.
- A. The circuit breaker trip device is to be of a solid-state design which requires no external power connections and is provided with an adjustable long-time delay, short-time, short-time delay and instantaneous and over-current/short circuit protection. The adjustable instantaneous greatest setting to be no less than 15 times the sensor rating."

PART 3 – EXECUTION – NOT APPLICABLE

END OF SECTION

SECTION 01 11 00

SUMMARY OF WORK

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Overview of the project including parameters of the work of the contract and including administrative requirements.

1.02 PROJECT DESCRIPTION

- A. This portion of the Project is entitled: **HOLIDAY INN CONVERSION: Pre-Purchase Package 1 – Generator.**

- 1. Project Location: 328 West Lane Avenue, Columbus, OH 43201

- B. Owner: The Ohio State University, Facilities Operations and Development.

- C. The Architect/Engineer (A/E) is:

SCHOOLEY CALDWELL ASSOCIATES
Architects/ Landscape Architects/ Engineers/ Planners/ Interior Designers
300 Marconi Boulevard, Suite 100
Columbus, Ohio 43215-2325

- D. The specification documents for this Pre-purchase were prepared by the A/E.

- E. Other Consultants: The following design professionals who have prepared designated portions of the Contract Documents:

- 1. Heapy Engineering, Dayton, OH, Plumbing, HVAC, & Electrical Engineers.
 - 2. Kabil Associates, Columbus, OH, Structural Engineers.
 - 3. Chryatech Inc, Newark, OH, Environmental Consultant.

1.03 WORK OF THIS PRE-PURCHASE

- A. The scope of this pre-purchase is to pre-order materials and equipment in advance of the general renovation contract in order that these materials are available in a timely manner to service this future contract. University will assign these pre-purchase items to specific Contractors for installation.

- B. Refer to RFQ and technical specifications and drawings (if any) for the scope of materials and equipment to be furnished under this agreement.

- C. All of the equipment mentioned in Section 26 32 14 shall be delivered to the site, as directed by the University on a date not before July 1st, 2009 and not after July 15th, 2009.

1.04 SUMMARY OF CONTRACT WORK

- A. The overall project consists of the renovation of the Holiday Inn on the Lane, converting it from a hotel to a University residence hall on an expedited construction schedule such that the building can be occupied as a residence hall beginning fall quarter of this year (2009). The building is being upgraded in conformance with the building code. Upgrades in the renovation include mechanical, electrical and life safety systems, and modifications of public spaces on the ground floor to accommodate a university residence hall function.
- B. This building is an unoccupied, high-rise, 11-story building, fully sprinklered, with the tower portion consisting of a double loaded corridor with sleeping room on each side. The existing ground floor consists of a front desk, lounge, restaurant, kitchen, meeting rooms, support facilities and ancillary building management and service functions.

1.05 CONCURRENT AND SUBSEQUENT WORK

- A. Concurrent Work: The following construction operations are scheduled to be concurrent with the work of this pre-purchase package:
 - 1. Bid Package 1 – Hazardous Materials Abatement: The scope of the asbestos abatement work includes the removal and legal disposal of designated asbestos-containing textured ceiling materials, resilient floor tile and mastic, and gypsum board with asbestos-containing joint compound. The abatement work includes the selective demolition and disposal or return to the Owner of all materials required to access the asbestos-containing materials or otherwise impacted by the scope of the abatement work.
- B. Subsequent Work: Renovation of the building will be performed under a subsequent multiple prime contracting arrangement for renovation of the building. Completion of that work will depend on successful completion of the furnishing of materials and equipment defined herein under this Agreement. This Vendor's responsibility under this agreement is to furnish, deliver, store, and maintain warranty of said materials and equipment. Installation, hookup, is to be completed by others under a separate contract.

1.06 CONTRACT DOCUMENTS

- A. The Contract Documents are defined in the "Definitions" section of the Contract Requirements.
- B. Provide all items, articles, materials, equipment, operations or methods listed, required to be furnished by reason of the drawings or any part of the other Contract Documents, including all labor, materials, equipment and incidentals required or necessary for completion within the time specified in the Contract Documents.
- C. The Vendor is responsible for careful examination of all of the Contract Documents to ascertain the full extent of the work under this contract. Work installed under the Contract that must be changed, and which could have been avoided by the foregoing reference, shall be changed and paid for by the Vendor.

1.07 VENDOR'S USE OF PREMISES

- A. Confine operations at the site to the areas within the construction limits. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project construction.
- B. Cooperate with the University and A/E regarding site utilization matters to achieve maximum practical use of the site and building while maintaining essential uses of the site and building by the University.
- C. Do not unreasonably encumber site and building with materials and equipment. Do not load structure with weights that will endanger structure. Coordinate all work with utilities to remain.
- D. Deliver and store material and construction equipment to the areas designated by University for such storage use. Such materials and equipment shall be arranged in a neat and orderly manner, and away from pedestrian or automobile traffic. The storage area shall be barricaded by the Vendor to indicate that it is a restricted area.
- E. Take all actions necessary to prevent damage to the property and to protect the buildings during the construction period. Damage to building or building sites due to or caused in conjunction to the contracted work shall be the responsibility of the Vendor to repair the damage.

1.08 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. The Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 2004 MASTERFORMAT numbering system.
- B. This Specification uses certain conventions regarding the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
 - 1. Language used in Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words that are implied, but not stated, shall be interpolated as the sense requires. Singular words will be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicate.
 - 2. Imperative and streamlined language is used generally in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.
 - 3. The words "shall be" are implied where a colon (:) is used within a sentence or phrase.

1.09 INDUSTRY STANDARDS

- A. Applicability of Standards: Applicable standards of construction industry have same force and effect (and are made a part of Contract Documents by reference) as if copied directly into Contract Documents, or as if published copies were bound herewith.

1. Referenced standards (referenced directly in Contract Documents or by governing regulations) have precedence over non-referenced standards which are recognized in industry for applicability to Work.
2. Publication Dates: Comply with standard in effect as of the date of the Contract Documents.
3. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Administrative and procedural requirements for submittals required for the Work including: vendor responsibilities for product data, shop drawings, samples, manufacturer's instructions and manufacturer's certificates.

1.02 SUBMITTAL PROCEDURES

- A. Coordinate preparation and processing of submittals with performance of construction activities. To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for re-submittals.
- B. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
- C. Prepare each submittal appropriately for transmittal and handling. Transmit each submittal from the Vendor to the A/E using a transmittal form. The A/E will not accept submittals received from sources other than the Vendor.
- D. Each copy of each submittal shall have a cover sheet firmly attached. The cover sheet does not replace the required use of transmittals. The A/E will furnish each Vendor a reducible blank cover sheet. Provide the following information on the Cover Sheet.
 - 1. Project title and number including date or revision date. Allow space for Vendor's and A/E's stamps.
 - 2. Submittal number. Number submittals consecutively. If re-submittals are necessary, include the suffix A, B, C, etc. (For example, Submittal 17A would represent a re-submittal of Submittal 17).
 - 3. Specification Section, Article, Paragraph and further identification if necessary to the specific location of the submittal requested in the specifications.
 - 4. Listing of items being submitted. (For example, Interior Lighting Fixtures C, D, M, and T).
 - 5. Name of supplier, distributor and vendor as applicable and additional information that clarifies the submittal.
- E. Additional requirements for submittals are:
 - 1. The Vendors markings on the submittals shall be made in the color green. This does not apply to information on the cover sheet.
 - 2. Vendor may submit a maximum of eight (8) copies of a submittal. The A/E will typically retain one (1) copy.
 - 3. Submittals that are marked by the A/E as "Not Approved" will be returned to the Vendor with one (1) copy so noted. The remaining copies will be returned unmarked, or in some cases will be discarded by the A/E.

4. For submittals whose size exceeds 11 inch by 17 inch:
 - a. Submit six (6) blueline (reproducible) copies.
5. Deliver all submittals to the A/E's office address indicated on the Contract Documents exclusive of delivery times.
6. Allow two (2) weeks for review by the A/E.
7. In addition to the above, clearly indicate the following:
 - a. Relation to adjacent structure or materials.
 - b. Field dimensions, clearly identified as such.
 - c. Product or material conformance with applicable standards, such as ASTM standard or Federal Specification.
- F. Transmit under separate cover each material, product, equipment or assembly required in a specification section. Submittals grouping two or more types of unrelated systems or assemblies or submittals from more than a single specification section will not be reviewed and will be returned to the Vendor. Sequentially number the transmittal forms. Re-submittals to have original number with an alphabetic suffix.
- G. Apply Vendor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Contract Documents.
- H. Schedule submittals to expedite the Project, and deliver to A/E at business address. Coordinate submission of related items.
- I. Submittals shall include the following:
 1. Date and revision dates.
 2. Project title and number.
 3. The names and address of the:
 - a. A/E
 - b. Contractor
 - c. Name of firm or entity that prepared submittal
 - d. Vendor or Supplier
 - e. Supplier
 - f. Manufacturer
 4. Identification of product or material and where in the Project the product is to be used, i.e. Room no., location or area of the building where used.
 5. Relation to adjacent structure or materials.
 6. Field dimensions, clearly identified as such.
 7. Number and title of appropriate Specification Section
 8. Drawing number and detail references, as appropriate
 9. Location(s) where product is to be installed, as appropriate
 10. Applicable standards, such as ASTM number or Federal Specification.
 11. A blank space, 3 inch by 6 inch for the A/E's stamp.
 12. Vendor's stamp, initialed or signed, certifying to review of submittal and compliance with Contract Documents.

- J. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of the completed Work.
- K. Revise and resubmit submittals as required; identify all changes made since previous submittal.
- L. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- M. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- R. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- S. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- T. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- U. Maintenance Data: Comply with requirements specified.

1.03 VENDOR RESPONSIBILITIES

- A. Submittals of shop drawings, product literature or data, samples, etc., shall be made for complete assemblies or units of the Work. Submittals which represent only a portion of a part of a larger assembly or unit of work is not acceptable and will be rejected by the A/E.
- B. Check shop drawings, project data and samples prior to submission. Shop drawings not indicating evidence of checking by Vendor will be returned without review by the A/E. No time extensions will be permitted for this type of re-submittal.
- C. All submittals must bear a stamp indicating that the Vendor has reviewed the submittal prior to forwarding to the A/E, or they will be returned to the Vendor without action.

- D. Coordinate each submittal with requirements of the Work and of Contract Documents.
- E. The Vendor shall not be relieved of responsibility for errors or omissions in shop drawings, product data, samples or similar submittals by A/E's approval thereof.
- F. The Vendor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the A/E's approval of shop drawings, product data, samples or similar submittals unless the Vendor has specifically informed the A/E in writing of such deviation at the time of submittal and the A/E has given written approval to the specific deviation.
- G. Notify A/E, in writing at time of submission, of deviations in submittals from requirements of Contract Documents.
- H. Begin no work which requires submittals until return of submittals with A/E's stamp and initials or signature indicating review.
- I. Materials or equipment, installed prior to the required shop drawing, product data, or sample approval, shall be subject to removal and replacement by the Vendor at no additional cost to the University, if in the opinion of the A/E, such materials or equipment do not meet the requirements of the Contract Documents.
- J. No xerographic or altered xerographic reproductions of the Contract Documents are permitted as submittals. Facsimiles or copies of facsimiles are not acceptable as required submittals to be furnished under this section.

1.04 SHOP DRAWINGS

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of shop drawings. Standard information prepared without specific reference to the Project is not a shop drawing.
- B. Shop drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
 - 1. Identification of products.
 - 2. Schedules.
 - 3. Compliance with specified standards.
 - 4. Notation of coordination requirements.
 - 5. Notation of dimensions established by field measurement.
 - 6. Relationship and attachment to adjoining construction clearly indicated.
 - 7. Seal and signature of professional engineer if specified.
- C. Coordination drawings are a special type of shop drawing that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or function as intended.
 - 1. Preparation of coordination drawings is specified in Section 01 31 00 – Project Coordination, and may include components previously shown in detail on shop drawings or product data.
- D. Submit 2 sepia reproducible copies and 4 blue line copies, 2 copies of which will be retained by the A/E. Except for templates, patterns and similar full-size drawings, submit shop drawings on sheets at least 8-1/2 inches by 11 inches but no larger than 36 inches by 48 inches.

- E. After review, reproduce and distribute in accordance with "Submittal Procedures" above.
- F. The A/E, at his sole discretion and without obligation, may make graphic portions of the contract documents available for use by Vendor in electronic format for Vendors' use in preparing submittals. Upon request, these electronic documents are available in the .DXF or .DWG format for AutoCAD Release 2000 or higher. Form must be signed by the Vendor's representative who will have the responsibility for payment.
 - 1. Electronic documents are stripped of the Project's name and address, the A/E's and his consultants' names and addresses, and any professional licenses indicated on the drawings. All dimensions, verbiage and statistical information will be removed.
 - 2. Use of these electronic documents is solely at the Vendors risk, and shall in no way alter the Vendors responsibilities under the contract.
 - 3. The A/E shall not be responsible or liable for errors, defects, inexactitudes, or anomalies in the data, information, or documents (including drawings and specifications) caused by the A/E's or his consultants' computer software or hardware defects or errors; the A/E's or his consultants' electronic or disk transmittal of data, information or documents; or the A/E's or his consultants' reformatting or automated conversion of data, information or documents electronically or disk transmitted from the A/E's consultants to the A/E.
 - 4. The Vendor waives all claims against the A/E, his employees, officers and consultants for any and all errors in the electronic documents. Furthermore, indemnify, defend and hold harmless the A/E, and his consultants together with their respective employees and officers, from and against any claims, suits, demands, causes of action, losses, damages or expenses, (including all attorney's fees and litigation expenses) attributed to errors or defects in data, information or documents, including drawings and specifications, resulting from the Vendors distribution of electronic documents to other persons or entities.

1.05 PRODUCT DATA

- A. Collect product data into a single submittal for each element of construction or system. Product data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where product data must be specially prepared because standard printed data is not suitable for use, submit as "shop drawings". Do not submit product data until compliance with requirements of the Contract Documents has been confirmed.
- B. Mark each copy to show which products and options are applicable. Where printed product data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information as applicable:
 - 1. Manufacturer's catalog cuts
 - 2. Manufacturer's product specifications
 - 3. Standard color charts
 - 4. Statement of compliance with specified referenced standards.
 - 5. Testing by recognized testing agency.
 - 6. Application of testing agency labels and seals.
 - 7. Availability and delivery time information.
 - 8. Notation of dimensions verified by field measurement.
 - 9. Notation of coordination requirements.
 - 10. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.

- c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
- C. Submit 2 copies of each required submittal. The A/E will retain one and will return the others marked with action taken and corrections or modifications required. Unless noncompliance with Contract document provisions is observed, the submittal may serve as the final submittal.
- D. Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms. Do not proceed with installation until a copy of product data is in the Installer's possession.

1.06 SAMPLES

- A. When required, submit two (2) full size, fully fabricated physical Samples unless otherwise provided, cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing colors, texture and pattern. Illustrate functional and aesthetic characteristics of materials, equipment, or workmanship, with integral parts and attachment devices. Coordinate sample submittals for interfacing Work.
- B. Mount, display, or package samples in the manner to facilitate review of quantities indicated. Prepare samples to match the A/E's sample. Include the following information:
 - 1. Specification Section number and reference.
 - 2. Generic description of the sample.
 - 3. Sample source.
 - 4. Number and title of applicable Specification Section.
 - 5. Product name or name of manufacturer.
 - 6. Compliance with recognized standards.
 - 7. Availability and delivery time.
- C. Submit samples for review of size, kind, color, pattern, and texture, for a final check of these characteristics with other elements, and a comparison of these characteristics between the final submittal and the actual component as delivered and installed. Where finishes are not indicated as custom, provide full range of manufacturers' standard finishes.
- D. Where variation in color, pattern, texture or other characteristic is inherent in the material or product represented, submit at least 3 multiple units that show approximate limits of the variations.
- E. Refer to other Specification sections for requirements for samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
- F. Submit the number of samples specified in individual specification sections; one of which will be retained by A/E. If not specified, submit one copy.
- G. Reviewed samples which may be used in the Work are indicated in individual specification sections.
- H. Materials and equipment incorporated in the Work shall match the approved samples.

- I. Furnish additional certification of conformance to the specification requirements as may be requested by the A/E.

1.07 PRODUCT SCHEDULE

- A. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Type of product. Include unique identifier for each product indicated in the Contract Documents.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.

1.08 QUALITY ASSURANCE SUBMITTALS

- A. Submit quality control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other sections of the specifications.
- B. Where other sections of the Specifications require certification that a product, materials, or installation complies with specified requirements, submit a notarized certifications from the manufacturer certifying compliance with specified requirements.
- C. Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Sections/Documents:
 - 1. Drawings and general provisions of Contract, including General Conditions and Division 1 Specification sections, apply to Work of this section.
 - 2. Section 01 33 00 – Submittal Procedures: Requirements for submittals.

1.02 DEFINITIONS

- A. Definitions in this paragraph are not intended to change the meaning of other terms used in Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," "furnishings," "special construction," and similar terms. Such terms are self-explanatory and have well-recognized meanings in the construction industry.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.
- C. "Products" are items purchased for incorporation in the Work.. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. "Named Products" are items identified by manufacturer's product name, including make or model number or other designation, shown or listed the manufacturer's published product literature, that is current as of the date of the Contract Documents.
 - 2. "New Products": Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. "Acceptable Product," "Comparable Products," or "Equal" is a product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- D. "Materials" are products substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form part of the Work.

- E. "Equipment" is defined as products with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.

1.03 SUBMITTALS

- A. "Acceptable Product," "Comparable Products," or "Equal" Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
 - 2. A/E's Action: If necessary, A/E will request additional information or documentation for evaluation within one week of receipt of a comparable product request. A/E will notify Vendor of approval or rejection of proposed comparable product request within seven (7) days of receipt of request.
 - a. Form of Approval: As specified in Section "Submittal Procedures."
 - b. Use product specified if A/E does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section "Submittal Procedures." Show compliance with requirements.

1.04 QUALITY ASSURANCE

- A. Source Limitations: To the greatest extent possible for each unit of Work, provide products, materials or equipment of a singular generic kind and from a single source.
- B. When specified products are available only from sources that do not or cannot produce a quantity adequate to complete project requirements in a timely manner, consult with the A/E for a determination of the most important product qualities before proceeding. Qualities may include attributes relating to visual appearance, strength, durability, or compatibility. When a determination has been made, select products from sources that produce products that possess these qualities, to the fullest extent possible.
- C. When the Vendor is given the option of selecting between 2 or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, handle and store products according to the manufacturer's recommendations using methods and means that will prevent damage, deterioration, and loss, including theft and vandalism.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.

2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
5. Protect stored products from damage and liquids from freezing.
6. Provide a secure location and enclosure at Project site for storage of materials and equipment. Coordinate location with Owner.
7. Store products at the project site in a manner that will facilitate inspection and measurement of quantity or counting of units.
8. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.
9. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.

1.06 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Vendor of obligations under requirements of the Contract Documents.
1. **Manufacturer's Warranty:** Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. **Special Warranty:** Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. **Special Warranties:** Prepare a written document that contains appropriate terms and identification, ready for execution.
1. **Manufacturer's Standard Form:** Modified to include Project-specific information and properly executed.
 2. **Specified Form:** When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 3. Refer to Divisions 02 through 49. Sections for specific content requirements and particular requirements for submitting special warranties.
- C. **Submittal Time:** Comply with requirements in Request for Quotation (RFQ).

PART 2 – PRODUCTS

2.01 GENERAL PRODUCT COMPLIANCE

- A. General: The compliance requirements, for individual products as indicated in Contract Documents, are multiple in nature and may include generic, descriptive, proprietary, performance, prescriptive, compliance with standards, compliance with codes, conformance with graphic details and other similar forms and methods of indicating requirements, all of which must be complied with.
1. Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, are new at the time of installation.
 2. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and the intended use and effect.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Provide products which are free of asbestos and lead.
 5. Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.

2.02 PRODUCT SELECTION PROCEDURE

- A. Product Selection Procedures:
1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products for Vendor's convenience will not be considered.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products for Vendor's convenience will not be considered.
 3. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products for Vendor's convenience will not be considered.
 4. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products for Vendor's convenience will not be considered.
 5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

- B. Visual Matching Specification: Where Specifications require "match A/E's sample", provide a product that complies with requirements and matches A/E's sample. A/E's decision will be final on whether a proposed product matches.
- C. Visual Selection Specification: Where Specifications include the phrase "as selected by A/E from manufacturer's full range" or similar phrase, select a product that complies with requirements. A/E will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.03 "ACCEPTABLE PRODUCT," "COMPARABLE PRODUCTS," OR "EQUAL" PRODUCTS

- A. Conditions for Consideration: A/E will consider Vendor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, A/E may return requests without action, except to record noncompliance with these requirements:
 - 1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - 3. Evidence that proposed product provides specified warranty.
 - 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 - 5. Samples, if requested.

PART 3 – EXECUTION

Not Used

END OF SECTION

EXHIBIT B: Sample Insurance Form

ACORD™ CERTIFICATE OF LIABILITY INSURANCE						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 POLICY 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	☒ GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	CPP 5017598 AWR	6/21/97	6/21/00	EACH OCCURRENCE (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ 1,000,000		
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ 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) \$		
	☐ GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY - EA ACC \$ AGG \$		
A	☒ EXCESS/UMBRELLA LIABILITY ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$	IM 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				☐ WC STATUS ☐ TORY LIMITS ☐ OTHER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$		
	OTHER	PROPERTY	CPP 5017598 AWR	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.							
CERTIFICATE HOLDER				CANCELLATION			
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 SEND BY MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, AND FAILURE TO DO SO SHALL BE CONSIDERED A BREACH OF CONTRACT AND THE INSURER SHALL BE LIABLE FOR THE LOSS OR DAMAGE TO THE INSURED.			
				AUTHORIZED REPRESENTATIVE			
ACORD 25 (2001/08)				© ACORD CORPORATION 1988			

EXHIBIT B: Sample Insurance Form (continued)

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

Description

1. Reference the Inquiry Number
2. Reference Project Title
3. The text **The Ohio State University and its Board of Trustees be named as “Additional Insured”** must be typed in the description block (no exceptions)

Certificate Holder

1. Must read as shown on Sample

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”**

EXHIBIT C: Standard 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. Quotation 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) via, but not limited to: first-class certified mail, return-receipt requested; express mail; hand-delivery; or fax. SPECIFICALLY, QUOTATIONS CANNOT BE ACCEPTED VIA EMAIL. 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's mail system does not constitute receipt by the Purchasing Department. Quotations received after the Bid Closing Date/Time 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 available in the form of an Addendum to all Bidders.

2. Signature Required: The Bidder Signature Page and OSU Certification Form must be signed and completed by the Bidder submitting the Quotation. Failure to sign the Quotation, or submit a signed certification form 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.

Non-Discrimination: In submitting a 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 the Quotation from offering other types of material or service unless otherwise noted. If the description of your offer differs in any way, you must provide a 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 cannot 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.

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

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 evidenced by past performance. Although relative, price will not be the sole determining factor in award of the agreement.

8 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. The University also reserves the right to make multiple awards when it is deemed in the best interest of the University.

EXHIBIT C: Standard Instructions and Information (continued)

9 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.

10 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.

11 Invoicing: As an 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.

1 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.

1 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 necessary or otherwise requested, samples become the property of The Ohio State University.

14 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.

15 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.

1 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 and/or refer to the award table at the OSU Purchasing website (<http://purchasing.osu.edu>).

1 Proprietary Information: All evaluation criteria for bids are 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. The University shall keep one (1) copy of the Quotation in accordance with its record retention schedule. The University shall not be responsible to the bidder(s) or its employees or agents for any information released as the result of a public records request.

18 Incurred Expenses: The Bidder, by submitting a Quotation, agrees that any cost incurred by responding to this RFQ, or in support of activities associated with this RFQ, shall be the responsibility of the Bidder 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.

19 Ohio or Domestic Preference: To qualify for the in-state and domestic preferences, the bidder must furnish information as to the location of manufacture of the product being offered. The bidder must further designate that he/she is an "Ohio bidder" or bidder located in a state bordering Ohio or a bidder located in another state of the United States or in a foreign country. When the purchase is made by competitive selection, certification for in-state and domestic preferences is contained in the bid documents (copy attached). The University will rely upon this certification when evaluating a bidder for domestic/in state preferences.

0 Bid Results: Bid results and/or award information will be posted to The Ohio State University's Purchasing website at <http://purchasing.osu.edu> for 90 days from the award posting date. To access bid, award or other information you must be a registered vendor (see site for registration). An automated e-mail message will not be issued to announce this award posting; bidders will need to access the website directly to view the information. Every effort will be made to post award announcements within 30 days of the bid closing date. Verbal requests for award information will not be honored.

EXHIBIT D: The Ohio State University's Standard Purchase Order Terms and Conditions

- 1 Offer: The written offer sent by PURCHASER to SELLER is subject to cancellation by PURCHASER without notice if not accepted by SELLER within fourteen (14) days of issuance.

Acceptance and Confirmation: The written offer sent by PURCHASER to SELLER and The Ohio State University's Standard Purchase Order Terms and Conditions (Rev. 11/2007) (collectively hereinafter referred to as "Purchase Order") constitutes the entire agreement between the parties, unless otherwise specifically noted by PURCHASER on the face of the 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 the Purchase Order. No additional terms may be added and the 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.

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 the 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 the Purchase Order. Unless otherwise provided in the 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 the 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 the 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 the 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.

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 the 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.

Warranties: SELLER expressly warrants that the goods and/or services covered by the 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 the 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.

EXHIBIT D: The Ohio State University's Standard Purchase Order Terms and Conditions (continued)

- 10 Indemnification: SELLER shall indemnify and hold harmless PURCHASER from any and all demands, causes of action, losses, liabilities, judgments, damages, claims (including but not limited to 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 PURCHASER'S property. SELLER'S defense of any claim shall be subject to the Ohio Attorney General's right to appoint counsel and approve settlements.
- 11 Warranty of Non-Infringement:
- 11.1 SELLER represents and warrants that all goods sold or services performed under the 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 SELLER shall indemnify and hold harmless PURCHASER from and against any and all demands, causes of action, losses, liabilities, judgments, damages, claims (including but not limited to claims of negligence), costs and expenses (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 the 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 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).
- 1 Non-Discrimination: In fulfilling the terms of the 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 orientation, 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.
- 1 No Findings for Recovery: SELLER warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24. SELLER further agrees that if this warranty is deemed to be false, the Purchase Order shall be void ab initio as between the parties and the SELLER shall immediately repay to the PURCHASER any funds paid under this Purchase Order, or an action for recovery may be immediately commenced by PURCHASER for the recovery of said funds.
- 14 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 the 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.
- 15 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 the Purchase Order, or any other Purchase Orders issued by PURCHASER. Upon the completion or termination of the 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.
- 1 Assignment: SELLER may not assign the 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.
- 1 Taxes: Goods and services procured subject to the Purchase Order are exempt from Ohio sales tax, (Ohio Revised Code Section 5739.02), and from federal excise tax.
- 18 Termination: Except as otherwise provided in Section 1 above, the Purchase Order may be terminated at any time by the PURCHASER upon 30 days prior written notice to the SELLER. The Purchase Order may be terminated immediately by the PURCHASER for breach by SELLER of the Purchase Order, provided that PURCHASER has provided SELLER with notice of such breach and SELLER has failed to cure within 10 days of receipt of such notice.

EXHIBIT D: The Ohio State University's Standard Purchase Order Terms and Conditions (continued)

19 General:

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

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

19 All notices under the Purchase Order shall be sent to the respective addresses on the face page of the Purchase Order by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. In the event an addressee refuses to accept delivery, however, then notice shall be deemed to have been served on the date of said refusal of delivery. 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.

0 Campaign Contributions: By SELLER'S acceptance of this Purchase Order, SELLER hereby certifies to PURCHASER that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. §3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. §3517.13.

1 DECLARATION REGARDING MATERIAL ASSISTANCE TO TERRORISM: By SELLER'S acceptance of this Purchase Order, SELLER hereby represents and warrants to PURCHASER that SELLER, and those persons set forth in O.R.C. Section 2909.33(C), have not provided any material assistance to any organization identified by and included on the United States Department of State Terrorist Exclusion List, and that SELLER, and those persons set forth in O.R.C. Section 2909.33(C), have truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization." SELLER further represents and warrants that SELLER, and those persons set forth in O.R.C. Section 2909.33(C), have filed said Declaration pursuant to O.R.C. Section 2909.33. If these representations and warranties are found to be false, this Purchase Order is void *ab initio* and SELLER shall immediately repay to PURCHASER any funds paid under this Purchase Order without liability to PURCHASER, or an action for recovery may be immediately commenced by PURCHASER for the recovery of said funds.

Rev. 11/2007

SCHEDULE A: Pricing Form

Price for generator:	\$
Any miscellaneous charges with explanation:	\$
Total Cost:	\$

Delivery Information:	
FOD Destination:	
Delivery can be made _____ days ARO	
Payment Terms (e.g.: 2% Ten, Net 30 days)	

Pricing Authorization – Pricing provided herein is authorized by the following:

Company Name: _____

Authorized Signature: _____ Title: _____

Printed Name: _____ Date: _____



SCHEDULE B: OSU Certification Form

Please check the appropriate box(s) as applicable to the bidder. Failure to complete this form with requested information concerning any of the representations cited below may result in the disqualification of your bid submittal. The University, at its discretion, may disqualify your bid if any such representations are deemed untrue, inaccurate or if any such employment/affiliation creates a potential conflict of interest.

- A. Minority Business Enterprise (MBE)** - The Bidder ☐ **is** ☐ **is not** a State of Ohio Certified MBE supplier (ORC 122.71). See <http://das.ohio.gov/eod/eodmbeoff.htm> to verify MBE status.
- B. Encouraging Diversity Growth and Equity (EDGE)** – The Bidder ☐ **is** ☐ **is not** a State of Ohio Certified EDGE supplier (ORC 123.152). See <http://das.ohio.gov/eod/Edge/Index.htm> to verify EDGE status.
- C. Domestic Preference (Buy America)** - The products(s) ☐ **are** ☐ **are not** produced or mined in the United States of America, its possessions, or Puerto Rico.
- D. Ohio Preference (Buy Ohio)**
- The product(s) being offered are raised, grown, produced, mined or manufactured in Ohio.
☐ **Yes** (No further response is required)
☐ **No** (Go to Question D2)
 - The Bidder has a Significant Economic Presence within the state of Ohio.
☐ **Yes** (Answer a, b, c, below)
☐ **No**
 - Do you have ten or more employees based in Ohio, or seventy-five percent or more of your employees based in Ohio? ☐ **Yes** ☐ **No**
 - Have you paid the required taxes due the state of Ohio? ☐ **Yes** ☐ **No**
 - Are you registered with the Secretary of State?
☐ **Yes** (Charter/Registration No.: _____) ☐ **No**
 - The Bidder is considered a "Border State" Bidder (Indiana, Kentucky, Michigan, New York and Pennsylvania), offering product(s) produced or mined in the border state.
☐ **Yes**
☐ **No**
- E. No Findings for Recovery** – The bidder warrants that it ☐ **is** ☐ **is not** subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24.
- F. Conflict of Interest**
- ☐ The Bidder certifies that **none** of the company's directors or principal officers are employed by or affiliated with The Ohio State University.
- ☐ The Bidder certifies that the name(s)/title(s) of the Bidder's directors or principal officers employed by or be affiliated with The Ohio State University are listed below:

Name (print)

Title (print)

Name (print)

Title (print)

Bidder certifies that the above information is true to the best of his/her knowledge.

Signed: _____

Title: _____

Company: _____

Federal Tax I.D. Number _____

Note: The provisions of this form are based upon University and Federal regulations and the requirement of the Ohio Revised Code.

SCHEDULE C: DMA Form

To complete this form, you will need a copy of the Terrorist Exclusion List for reference, which can be found on the Ohio Homeland Security Web site at the following address: <http://www.homelandsecurity.ohio.gov/dma/dma.asp>.

Instructions:

1. Completion of all applicable fields (including the 6 Declaration Statements) is required.
2. This form is specifically designed to accommodate the user to type into the form fields as prompted or print for hand-written entry.
3. Original signature is required.
4. Completed form may be submitted with bid response as referenced on Cover Sheet and in Section III.



Ohio Department of Public Safety
DIVISION OF HOMELAND SECURITY
<http://www.homelandsecurity.ohio.gov>

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NO ASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division Web site for reference copy of the Terrorist Exclusion List).

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

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

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

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

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

LAST NAME		FIRST NAME		MI
BUSINESS/ORGANIZATION NAME			FEDERAL TAX ID	
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

SCHEDULE C: DMA Form (continued)

DECLARATION

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

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

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

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division Web site.

CERTIFICATION

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

X

APPLICANT SIGNATURE

DATE

X

PRINT APPLICANT NAME

SCHEDULE D: Bidder Questions Form

Should a Bidder question any section(s) of this document as unclear or as reasonably susceptible to more than one (1) interpretation; discover any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this request for quotation, **the Bidders must fax their questions regarding the specifications by April 21, 2009 at 12:00 noon, ET, on this form.** Responses to the questions will be **provided no later than April 23, 2009.**

RFQ #: 09-85910984AG-REH

Attn: Robin E. Harris

Fax #: (614) 688-3494

Company Name: _____

Voice #: () Fax #: () Email: _____

Responses should be directed to: _____
(please print)

Section: _____ Page Number: _____

Question: _____

Section: _____ Page Number: _____

Question: _____

Section: _____ Page Number: _____

Question: _____

