



**REQUEST FOR PROPOSAL 2011-7-1614**

**ADMINISTRATIVE SERVICE BUILDING STANDBY  
GENERATOR**

**PROPOSAL DUE DATE: JULY 13, 2011**

**PROPOSAL DUE TIME: 9 AM, OUR LOCAL TIME**

**REQUESTED BY: BILL J. JENKINS  
ASSISTANT DIRECTOR, PURCHASING**

**THE UNIVERSITY OF AKRON  
DEPARTMENT OF PURCHASING**

**SUBMITTED: JUNE 24, 2011**

## **1.0 REQUEST FOR PROPOSAL PROCESS**

### **1.1 GENERAL INFORMATION**

All proposals, to be considered, must be submitted in a sealed envelope on or before 9 AM, Local Time, on the 13th day of July 2011. If sending via U.S. Mail, please use the following address: The University of Akron, Department of Purchasing, 302 Buchtel Common , Akron, Ohio 44325-9001. If sending via courier, overnight air, hand delivery, etc., please use the following address: The University of Akron, Director of Purchasing, 100 Lincoln Street, Akron, Ohio 44325-9001. The University of Akron may select one, more than one or none of the proposals received. Should a prospective bidder fail to submit a proposal on or before the appointed time at the address shown above, the University will not open such proposal; and in such event the University will not consider the proposal regardless of the reason for the late submission.

Questions may be addressed to Bill Jenkins in the Department of Purchasing at (330) 972-6469 or Email: [bjenkins@uakron.edu](mailto:bjenkins@uakron.edu).

### **1.2 SITE HISTORY AND DESCRIPTION**

The University of Akron is a major public teaching and research institution that offers more than 200 undergraduate majors and areas of study leading to associate and bachelor's degrees. For advanced study, the University provides more than 100 master's degree programs and options, 17 doctoral degree programs and 4 law degrees.

Situated in a metropolitan area, The University of Akron has a student enrollment of approximately 28,000, and is the only public university in Ohio with a science and engineering program ranked in the top five nationally by *U.S. News & World Report*. The University of Akron excels in a variety of areas, including polymer science, dance, law, nursing and global business.

The University offers courses throughout most of the calendar year. It offers a fall and a spring semester and three summer sessions covering about eleven months of the year. The University employs approximately 4,800 full and part-time faculty and staff.

## **2.0 PROPOSALS**

### **2.1 SCOPE OF PROPOSAL**

The University of Akron is seeking proposals to pre-purchase a Standby Generator and associated Transfer Switch in accordance with specification section 263213 and section 263600. The installation of said equipment should not be included in this proposal. The installation of said equipment will be included under a separate future proposal. The proposal shall include the equipment data (submittals) for the proposed generator manufacturer's equipment being furnished and describe a time-line from the date of purchase to delivery of the equipment.

BID ITEM #1 – Furnish the Standby Generator, Transfer Switch, related accessories and services per the specifications and coordinate the delivery of said equipment to the project site.

BID ITEM #1A – Provide an adder price to furnish a Level 2 sound attenuated generator enclosure in lieu of the Level 1 sound enclosure indicated in the specifications.

**Successful proposal shall provide equipment data (submittals), in electronic format, for the proposed equipment being furnished and describe a time-line from the date of purchase to delivery of the equipment with this proposal.**

**Note: BID ITEM #1A may or may not be purchased**

**Note: The University of Akron reserves the sole right to determine what is to be considered equal or better.**

## **2.2 DOCUMENTS INCLUDED**

The documents that shall be considered when preparing proposals and which shall be applicable to all work specified herein are as follows.

**Specification Section 263213 – Packaged Engine Generator**

**Specification Section 263600 – Transfer Switch**

**THE UNIVERSITY OF AKRON**  
**Department of Purchasing**  
**Form of Proposal**

Proposals will be received by The University of Akron, Department of Purchasing at 100 Lincoln Street, Akron, Ohio 44325-9001 for:

ASB Standby Generator  
Project: #UAK090051  
The University of Akron  
Akron, Summit County, Ohio

Having read and examined the listed Contract Documents, prepared by the Associate for the above-referenced Project, and the following Addenda:

Addendum No.	Date of Receipt
_____	_____
_____	_____

The undersigned Bidder proposes to perform all Work for the applicable Contract, in accordance with the Contract Documents, for the following sums:

ITEM 1. – BASE BID ALL MATERIALS, for the Generator Equipment with a Level 1 generator enclosure, (1) Transfer Switch, including related accessories, services, coordination, acceptance testing and shipping costs, for the

Sum of \$ \_\_\_\_\_

Sum in words \_\_\_\_\_ Dollars

ITEM 1A. – ADDER PRICING, for a Level 2 generator enclosure in lieu of the Level 1 furnished under ITEM 1 – BASE BID, for the

Sum of \$ \_\_\_\_\_

Sum in words \_\_\_\_\_ Dollars

Estimated Generator delivery time from date of purchase: \_\_\_\_\_

The University of Akron RFP 2011-7-1614  
Due Date: July 13, 2011 at 9 AM Local Time

Bid submitted by:

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

By (signature): \_\_\_\_\_ Date: \_\_\_\_\_

By (printed name): \_\_\_\_\_

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

### **3.0 GENERAL TERMS AND CONDITIONS**

All proposal's submitted for the goods and/or services requested herein must include a detailed description of the goods/or services offered, plus the associated warranties, and any other relevant information that would be beneficial in evaluating your proposal.

#### **3.1 CONSIDERATION**

The University of Akron reserves the right to consider special or unique features which may be included in your proposal. No consideration will be given to any proposal which is not as broad in every respect as that specified herein. The University of Akron also reserves the right to determine the relative weights to be accorded to the various factors considered in the selection process. Price alone will not be the sole determining factor in the selection process.

Proposals must address all questions contained in this Request for Proposal and vendors should include any additional information that would enhance their proposal and which would help the University in making its selection decision.

#### **3.2 EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION**

The University of Akron is an Equal Opportunity Employer and, as such, expects vendors to comply with the following request. The supplier, in bidding and/or filling a purchase order, agrees not to discriminate against any employee or applicant for employment with respect to hiring and tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, religion, color, sex, age, handicap, veteran status or national origin. The supplier further agrees that every sub-contract order given for the supplying of this order will contain a provision requiring non-discrimination pursuant to Federal Executive Orders 11246 as amended by 11375 and State Executive Orders dated January 27, 1972, and November 30, 1973, and any breach thereof may be regarded as a material breach of the contract or purchase order.

#### **3.3 RECEIPT OF PROPOSALS**

**All proposals, to be considered, must be submitted in a sealed envelope** on or before 9 A.M. local time, on the 13 day of July 2011. All vendors should submit at least one (1) original and 3 copies of their proposal for our review, and identify on the return envelope the RFP Number and the Proposal Due Date & Time.

#### **3.4 WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn up to the time of the proposal opening upon written request to the Director of Purchasing.

#### **3.5 ADDITIONAL INFORMATION**

The University of Akron reserves the right to contact any vendor for clarification of information submitted, to contact current and past customers of the vendor referenced in the proposal, and to use other sources of obtaining information regarding the vendor, which may be deemed appropriate and would assist in the evaluation of the proposal. In addition, The University of Akron reserves the right to negotiate any point in the proposal or the subsequent contract with the vendor.

If any errors are discovered in the pricing submitted, The University of Akron will revert to the unit price and calculate a revised total based upon the unit price submitted.

Vendors are encouraged to present any information about additional features or, services that they believe makes their products and/or services the best choice for The University of Akron.

### **3.6 PROPOSAL CONTENT**

The information provided herein is intended to assist vendors to respond properly to this Request for Proposal. The University believes that this RFP provides interested vendors with sufficient information to submit proposals that meet minimum requirements. However, it is not intended to limit a proposal's content or to exclude any relevant or essential data. Vendors are encouraged to include additional information that will substantiate their service capabilities, product quality, and support commitment.

### **3.7 RIGHT TO ACCEPT OR REJECT**

The University of Akron reserves the right to select one, several, or none of the proposals submitted. The University may award a contract based upon initial proposals received without further discussion of such proposals. Accordingly, each initial proposal should be submitted with the vendor's most favorable price and service capabilities. Further, the University reserves the right to accept or reject all or parts of any proposal received and to waive any informality or technicality in any proposal received. Price alone will not be the sole determining factor in the selection process. All proposals should be valid for a period of at least 180 days from the proposal due date. Any exceptions to this request must be addressed by the vendor in their proposal. The University reserves the sole right to determine what is considered "equivalent" or "equal." The University also reserves the right to request samples for testing and evaluation. Any request will be reasonable in quantity, as deemed by the University, so as not to cause any undue financial hardship or burden to the vendor but any such request will not be billable to the University and any vendor that fails to supply samples upon request may be excluded from further consideration.

### **3.8 STATE AND LOCAL TAXES**

The University is exempt from Ohio sales tax and most Federal excise taxes. Exemption certification information appears on all purchase orders issued by the University and will be furnished upon request. Such taxes should not be included in quoted prices. However, if the supplier believes any taxes apply, they shall be shown separately. If not shown, they will be considered an expense of the vendor.

### **3.9 CASH DISCOUNTS/PAYMENT METHOD**

The University of Akron will endeavor to use any cash terms offered, and these may be considered in determining the final net price depending on the discount period.

In the event that the University of Akron is entitled to a cash discount, the period of computations will commence on the date of delivery or receipt of a correctly completed invoice, whichever is later. If an adjustment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the University is entitled to a cash discount with the period commencing on the date it is determined that a cash discount applies.

The University of Akron has expanded, and continues to expand its Visa procurement card program. Whether the proposal includes an option for payment by credit card may be relevant in the University's selection and award process. Proposals submitted shall identify if payment via our credit card system is acceptable to your firm at the price(s) quoted. Adders or surcharges that apply for payments via credit card must be identified.

### **3.10 SELECTION CRITERIA**

The University will select one or multiple vendors, which it believes offers the proposal(s) which are in the University's best overall interest. The University also reserves the right to accept none of the proposals received.

The University will award this contract according to criteria shown below and reserves the right to award to a vendor that may not be highest in commissions offered and/or lowest in fees charged.

In determining the successful vendor, the University will consider, but not be limited to, the following selection criteria:

- Overall quality of the goods or service being offered;
- Costs (commissions, fees, expenses, etc. to be charged);
- Acceptance of credit card payment;
- Whether the University may receive a rebate from third parties as a result of making payment by credit card;
- Reputation of the vendor;
- Ability of the vendor to provide the service requested;
- Information received on reference checks;
- Quality and satisfaction of any previous services performed;
- Overall financial position of the vendor;
- Number and scope of any conditions included in the vendor's proposal;
- Accessibility of the vendor's staff to the University's staff;
- Ability to provide suitable office facilities and staff, and convenience to campus;
- Ability to execute the contract in a timely manner;
- Programs compatibility with existing University equipment, if applicable;
- Buy Ohio-Buy America statutes as discussed in **EXHIBIT A**, if applicable;
- Any other relevant information submitted.

### **3.11 INDEMNIFICATION**

The vendor shall indemnify and hold harmless The University of Akron, its officers, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss damage, and liability (including all costs and reasonable attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the vendor, or (b) by any act, error or omission on the part of the vendor, its agents, employees, or subcontractors.

### **3.12 EXPENSES**

Expenses for developing the proposals and answering the University's questions are entirely the responsibility of the vendor and shall not be chargeable, in any manner, to The University of Akron or to the State of Ohio.

### **3.13 VENDOR AFFIDAVIT (EXHIBIT B)**

Each vendor is required to submit with their proposal an affidavit stating that neither they nor their agents, nor any other party for them, has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in securing this purchase and further agrees that no such money or reward will be hereafter paid.

### **3.14 APPLICABLE LAWS**

Selected vendors will abide by all applicable federal, state, county, and city laws and regulations and will obtain (or demonstrate current possession of) any and all permits and licenses that may be required. Failure to meet (or to keep current) these requirements may result in termination of any agreement entered into.

Any agreement resulting from this RFP will be governed by the laws of the State of Ohio.

### **3.15 PROPRIETARY INFORMATION**

All proposals will be open for public inspection at the conclusion of the evaluation period. Any vendor wishing to view the documents may do so by contacting the Department of Purchasing in advance. Trade secrets, test data, or other similar proprietary information, will remain confidential TO THE EXTENT PERMITTED BY OHIO LAW provided such material is clearly marked as such. Any portion of the proposal which can be considered a trade secret in the context defined by the Ohio revised code should be so marked. However, any proposal that indicates that the majority or entire contents are secret may be considered non-responsive and rejected.

### **3.16 CONTACT PERSON**

Vendors must identify by name, title, and telephone number, the person(s) in their organization to whom the University can address questions during the evaluation of proposals.

### **3.17 GUARANTEES AND/OR WARRANTIES PROVIDED**

Vendors must provide specific information on any warranties/guarantees provided and state the terms and conditions of the warranties/guarantees that are being offered.

### **3.18 UNIVERSITY RESPONSIBILITIES**

This document is mailed as a courtesy. The University assumes no responsibility for failure to send it to all interested agencies or companies. Other interested vendors may pick up copies of these specifications by contacting the Director of Purchasing.

Responses to these specifications, plus any additional information presented, will be used by the University to select the successful vendor. The acceptance of any proposal shall be subject to the University and the selected vendor entering into a signed, written agreement, mutually acceptable to both parties.

The University will not be responsible for any oral instructions, nor should a proposal be based upon verbal information from any employee of the University unless authorized by the Director of Purchasing in advance.

### **3.19 ASSIGNMENT**

Any agreement entered into because of this solicitation may not be assigned in whole or in part, without the expressed written consent of The University of Akron.

### **3.20 INDEPENDENT CONTRACTOR RELATIONSHIP**

The vendor is and shall perform these services as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither the vendor nor anyone employed by it shall be, represent, act, or purport to act or be deemed the agent, representative, employee, or servant of the University.

The vendor selected on this Request for Proposal will be working as an independent contractor and will be required to take out and keep in force all permits, licenses, or insurance that may be required by the University, the City of Akron, the State of Ohio, or the federal government. Failure to comply with any of these items would be grounds for immediate cancellation of the contract.

### **3.21 ORIGINAL SPECIFICATIONS (C)**

The University of Akron may provide an electronic version of the specifications/RFP as a convenience to interested companies. Electronic copies are made from a master, print copy of an original document (Original) resident in the Department of Purchasing of the University. Availability and distribution of electronic copies is conditioned on bidder's acknowledging the fact that the Original shall be the controlling document in the event of any inconsistencies, irregularities, changes or alterations that may occur as a result of electronic transmission, copying or other form or electronic editing. Any prospective bidder using any electronic copy of this RFP accepts the obligation and duty to compare the electronic copy with the Original and verify accuracy and consistency of the documents. In the event of any inconsistency or variation in any terms, phrases or clauses whatsoever, bidders using electronic copies understand that the Original shall prevail and be the controlling document used to govern and resolve any such inconsistency or variation. Each vendor is required to submit with their proposal an "ORIGINAL SPECIFICATIONS" affidavit.

The University encourages bidders to provide an electronic copy of their bid/proposal; however any such electronic copy must be accompanied by a hard copy of the bid/proposal. University will only accept the hard copy version as the official bid/proposal, the electronic copy being deemed as submitted for informational purposes only.

#### 4.0 REFERENCES

All vendors should keep on file with the University, a list of current and past clients and provide updates at the University's request, with at least the following information.

1. The name, address, and telephone number of individual responsible for the program.
2. The size and age of the account.

Note: All new vendors must provide the reference list with their proposal.

#### 5.0 REQUIRED DOCUMENTATION

Vendors must complete and return all required exhibits with signature and notarization where requested.

#### 6.0 INSURANCE REQUIREMENTS

The vendor shall procure and maintain, at its expense, during the term of this proposal, at least the following insurance, covering work performed:

	<u>COVERAGE</u>		<u>LIMITS</u>
A.	Workman's Compensation	-	As required by Ohio Law
B.	Employer's Liability	-	\$500,000 each occurrence
C.	General Liability	-	\$1,000,000 each occurrence \$2,000,000 annual aggregate
D.	Auto Liability	-	\$1,000,000 combined single limit Bodily injury and physical damage

The vendor shall name The University of Akron as an additional insured on each policy and respective Certificate of Insurance shall expressly provide that no less than 30 days prior written notice shall be given to the University in the event of cancellation, non-renewal, expiration or material alteration of the coverage contained in such policy or evidenced by such Certificate of Insurance. Upon request, the vendor agrees to furnish insurance certificates, showing the vendor's compliance with this section.

The vendor, its employees and subcontractors shall comply with the University's safety procedures while on the University's premises, provided such procedures are conspicuously and legibly posted in the working area or have been delivered, in writing, to the vendor prior to the commencement of work on the University's premises.

#### 7.0 OHIO REVISED CODE SECTION 9.24

Ohio Revised Code (O.R.C.) Section 9.24, prohibits the State from awarding a contract to any offeror(s) against whom the Auditor of State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of award. By submitting a proposal, offeror warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. 9.24, prior to the award of any contract arising out of this RFP, without notifying the Agency of such finding.

## **8.0 OHIO SENATE BILL 9**

As a result of Ohio Senate Bill 9, The University of Akron is responsible for obtaining the attached DMA form (Exhibit F) from any vendor with an annual aggregate amount greater than \$100,000.

The Declaration Regarding Material Assistance / Non Assistance to a Terrorist Organization (DMA) form was created to provide the state with an additional tool to deter and prosecute acts of terrorism within Ohio. The U.S. State Department's Terrorist Exclusion List is being used to identify terrorist organizations. DMA is a provision of Ohio Senate Bill 9, which is Ohio's homeland security and anti-terrorism legislation. The revised version of the bill was signed into law by Governor Taft on January 11, 2006.

Pursuant to the Ohio Revised Code, Sections 2909.32, 2909.33 and 2909.34, the following types of applicants that must complete the vendor DMA form include:

- Business contracts with and funding from any government entity in an annual aggregate amount greater than \$100,000.

Additional DMA forms and reference information, including a list of licenses subject to DMA and the Terrorist Exclusion List, can be found on the Ohio Homeland Security website at [www.homelandsecurity.ohio.gov/dma.asp](http://www.homelandsecurity.ohio.gov/dma.asp). The forms are in PDF format. Please complete the attached application form and return to us with your completed proposal.

## **9.0 OHIO REVISED CODE SECTION 3517.13(I) AND (J)**

Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.”

## **10.0 PREVAILING WAGES**

A Contractor performing construction services for a public improvement project is required to pay Prevailing Wage Rates of the locality to laborers and mechanics performing work on the project. Construction is defined in **ORC4115.03(B)**.

## **11.0 Encouraging Diversity, Growth & Equity (EDGE)**

**(EXHIBIT G)**

**ORC 123.152**

(A) As used in this section, "EDGE business enterprise" means a sole proprietorship, association, partnership, corporation, limited liability corporation, or joint venture certified as a participant in the encouraging diversity, growth, and equity program by the director of administrative services under this section of the Revised Code.

(B) The director of administrative services shall establish a business assistance program known as the encouraging diversity, growth, and equity program and shall adopt rules in accordance with Chapter 119.

(C) Business and personal financial information and trade secrets submitted by encouraging diversity, growth, and equity program applicants to the director pursuant to this section are not public records for purposes of section 149.43 of the Revised Code, unless the director presents the financial information or trade secrets at a public hearing or public proceeding regarding the applicant's eligibility to participate in the program.

The State of Ohio is committed to making all state contracts, services, benefits and opportunities available to businesses without discrimination on the basis of race, color, religion, sex, national origin, disability, age or ancestry. The program is designed to facilitate access to state government contracts and business services for EDGE certified businesses. The EDGE program establishes goals for state agencies in awarding contracts to certified EDGE businesses.

Additional information and assistance can be accessed at the following website <http://das.ohio.gov/eod/Edge/EDGEGenInfo.htm> or by contacting our office.

EDGE Business Development Program Participation Goal is 5%.

## EXHIBIT A

### **PREFERENCE TO UNITED STATES AND OHIO PRODUCTS:**

State of Ohio AM. H.B. 271 requires that preference be given to products produced or mined in the United States and in Ohio.

#### **A. BUY AMERICA:**

Bids will be evaluated to determine that a bidder's offering is for a "Domestic Source End Product", as defined in the Federal Buy America Act, 41 U.S.C.A. Section 10a-10d. Any bidder's offering that does not meet this requirement shall be rejected, except in those circumstances where a determination has been made that certain articles, materials and supplies are not mined, produced or manufactured in the U.S. in sufficient and reasonably available commercial quantities and of a satisfactory quality.

#### **B. BUY OHIO:**

1. Following the above determination, all remaining bids and proposals shall be evaluated so as to give preference to Ohio bids or bidders who are located in a border state, provided that the border state imposes no greater restrictions than contained in Sections 125.09 and 125.11 of the Ohio revised code.
2. Ohio products are defined as products mined, excavated, produced, manufactured, raised, or grown in the state by a person where the input of Ohio products, labor, skill, or other services constitutes no less than 25% of the manufactured cost.
3. Bidders having a significant Ohio economic presence in terms of the numbers of employees or capital investment a bidder has in the state, shall qualify for award of contract on the same basis as if their products were produced in Ohio.
4. Where it has been determined that selection of the lowest Ohio bid, if any, will not result in an excessive price or a disproportionately inferior product or service, the contract shall be awarded to the low Ohio bid at the bid price quoted. Where it is advantageous to award the contract to other than an Ohio bid or bid from a border state, then the contract shall be awarded accordingly. ("Excessive Price" shall be construed to mean a price that exceeds by more than five per cent the lowest price submitted on a non-Ohio bid).

#### **C. HOW TO QUALIFY UNDER THESE PROGRAMS:**

To qualify for the domestic Ohio preference (Buy Ohio), or to qualify as having significant Ohio economic presence, pursuant to sections 125.09 and 125.11 of the Ohio revised code and section 123:5-1-26, of the Ohio Administrative Code, bidders must complete the information on the following page and return it with their bid.

**EXHIBIT A (Continued)**

**CERTIFICATION FOR BUY OHIO/SIGNIFICANT OHIO ECONOMIC PRESENCE**

Failure to complete this form will result in the bidder receiving no consideration for Buy Ohio or Buy America preference.

1. Do you have facilities within Ohio?  Yes  No  
Type of facilities:
  - a. Sales Offices
  - b. Manufacturing
  - c. Other  
(Please specify: \_\_\_\_\_)
2. Do you pay taxes due the State of Ohio?  Yes  No
3. If the bidder is a corporation, are you registered with the Secretary of State?  
 Yes  No
4. Are products offered in this bid manufactured in Ohio?  Yes  No  
If No, please state place of manufacture:  
Item \_\_\_\_\_ Mfg. Location \_\_\_\_\_  
Item \_\_\_\_\_ Mfg. Location \_\_\_\_\_  
Item \_\_\_\_\_ Mfg. Location \_\_\_\_\_
5. If applicable, are the products offered mined in Ohio?  Yes  No
6. Are your products located in a border state that poses no greater restrictions than those contained in sections 125.09 and 125.11 of the Ohio Revised Code?  
 Yes  No

**BUY AMERICA CERTIFICATION**

The bidder hereby certifies that each product offered in this bid response is a domestic source end product pursuant to sections 125.09 and 125.11 of the Ohio Revised Code and section 123:5-1-26 of the Ohio Administrative Code, and the Federal "Buy America Act" and corresponding rules thereto. Exceptions are as follows:

Item \_\_\_\_\_ Mfg. Location \_\_\_\_\_  
Item \_\_\_\_\_ Mfg. Location \_\_\_\_\_  
Item \_\_\_\_\_ Mfg. Location \_\_\_\_\_

**CERTIFIED:** \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

**EXHIBIT B**

**AFFIDAVIT**

STATE OF

COUNTY OF

I, authorized person for \_\_\_\_\_, do hereby state and affirm that neither me nor any agents of the above-named company nor any other party acting on company's behalf have paid or agreed to pay directly or indirectly any person, firm, or corporations any money or valuable consideration for assistance in securing this agreement for the following: ASB Standby Generator. I further agree that no such money or reward will be hereafter paid.

Do any University of Akron employees, or their family members, have a financial interest in the organization submitting the agreement?

Yes       No

If so, please attach a statement giving details.

Does the affiant have any relatives/family members employed by The University of Akron?

Yes       No

If so, please identify the employee and relationship.

Employee Name	Relationship
---------------	--------------

Further Affiant sayeth naught.

Affiant \_\_\_\_\_

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_

Due Date: July 13, 2011 9 AM Local Time

**EXHIBIT C**

**ORIGINAL SPECIFICATIONS AFFIDAVIT**

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

As an authorized agent and representative of \_\_\_\_\_ (Vendor), I do hereby state, acknowledge and affirm that:

- ◆ Vendor understands and accepts that an electronic copy of the specifications is made from a master, print copy of an original document (Original) resident in the Department of Purchasing of the University.
- ◆ Vendor acknowledges the fact that the Original shall be the controlling document in the event of any inconsistencies, irregularities, changes or alterations that may occur as a result of electronic transmission, copying or other form or electronic editing.
- ◆ Vendor has inspected and compared, or had opportunity to and opted not inspect and compare, the electronic copy with the Original and verify accuracy and consistency of the documents.
- ◆ Vendor agrees and understands that in the event of any inconsistency or variation in any terms, phrases or clauses whatsoever, the Original shall prevail and be the controlling document used to govern and resolve any such inconsistency or variation.
- ◆ The electronic copy of the RFP document has not been modified, altered or changed in any material way. Any deviations, exceptions, alterations or modifications to the specifications are clearly provided and detailed on the Deviations and Exceptions page of Vendor's proposal.

Further Affiant sayeth naught.

\_\_\_\_\_  
Affiant

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Notary Public

**EXHIBIT D**

Due Date: July 13, 2011 9 AM Local Time

**VENDOR INFORMATION SHEET**

**COMPANY NAME:** \_\_\_\_\_

**FEDERAL TAX ID NO. or  
SOCIAL SECURITY NO.:** \_\_\_\_\_

**STREET ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP CODE:** \_\_\_\_\_

**PAYMENT TERMS:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_ **FAX NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**STATE OF CORPORATION:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**NAME OF SIGNEE:** \_\_\_\_\_  
(Please Print or Type)

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**All proposals submitted are taken by the University as offers to sell by the carrier and acceptance shall occur only by issuance of a University purchase order or where appropriate, upon execution of a mutually agreeable signed, written contract.**

Due Date: July 13, 2011 9 AM Local Time

## EXHIBIT E



General Terms and Conditions  
Applicable to All University Purchases  
Effective 07/01/01

1. The University Purchase Order, together with any specifications, schedules, exhibits, riders, or other writings that may be attached thereto or provided for hereunder and by reference made a part of, sets forth the complete and final agreement between The University and Seller in respect of the subject matter of the purchase; and no amendments or modifications of or supplements to the provisions of the Purchase Order will be valid and binding upon The University unless in writing and signed by an authorized representative of The University. In the event of any inconsistency between these Terms and Conditions and the provisions on the face of the Purchase Order or on any supplement attached thereto, the provisions contained on the face of the Purchase Order or on such supplement shall control. Seller's acceptance or, at the election of The University, Seller's commencement of performance of the Purchase Order shall constitute acceptance by Seller of all of the terms and conditions of a University Purchase Order.
2. The term "goods," as used in University Purchase Orders, shall mean the materials, supplies, articles, equipment, structures, work or services covered by the Purchase Order.
3. Seller expressly warrants that all goods will conform to the specifications, drawings, samples, and other descriptions furnished or specified by The University and will be merchantable, suitable for the purposes intended, and free from defects in material, workmanship, design and title. In addition to any other remedies The University may have, The University may reject goods not conforming to the foregoing warranties, whether or not The University shall have previously accepted such goods or any prior payment made thereon. If such goods are rejected, The University shall in writing so notify Seller, and The University, at its option and at the expense and risk of Seller, may either return such rejected goods to Seller or hold them for such disposal as Seller shall indicate, without notice to any other person whatever, notwithstanding any assignment by Seller of this Purchase Order or of any sums there under. Any payments made on such rejected goods shall immediately be refunded to The University.
4. The quantity of goods, as indicated on the face of the Purchase Order, must not be exceeded without specific authority in writing being first obtained from The University's Department of Purchasing. Any quantity of goods delivered to The University in an amount in excess of the quantity of goods indicated on the face of the Purchase Order may be returned to Seller at Seller's cost.
5. Unless Seller's failure to make timely delivery of the goods is excused in accordance with the provisions of paragraph six (6) hereof, Seller's failure to make timely delivery, or Seller's breach of any of the other terms and conditions of a University Purchase Order, shall constitute sufficient cause for The University, at its option to terminate the Purchase Order either in whole or in part and to charge Seller for any damages or losses The University may sustain as a result of Seller's default. Any failure by The University to exercise this option with respect to any installment shall not constitute waiver with respect to subsequent installments. In the event, Seller becomes insolvent or makes a transfer for the benefit of creditors in bankruptcy or any other insolvency proceedings are instituted by or against Seller, The University shall have the right to immediately terminate the Purchase Order.
6. Seller, upon giving prompt written notice to The University, shall not be liable for delay or failure to supply the goods orders, nor shall The University be liable for failure to accept the goods, if such delay or failure is due to causes beyond the reasonable control of Seller or The University, as the case may be, including, but not limited to acts of God, force majeure, fire, malicious mischief,

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**EXHIBIT E (Continued)**



General Terms and Conditions  
Applicable to All University Purchases  
Effective 07/01/01

accident, transportation tie-up, riot, strike, slowdown or labor stoppage of any kind or act of any government, foreign or domestic. Any such delay or failure shall give The University the right, at its option, to cancel all or such portion of the Purchase Order as it may elect.

7. An invoice indicating the proper University Purchase Order Number **MUST BE PROVIDED IMMEDIATELY AFTER SHIPMENT OF GOODS**. Unless written notice to the contrary is given to The University by the Seller prior to shipment, all invoices for goods shipped on the Order shall be rendered by and payable to Seller. When prepaid transportation charges are incurred upon direction of The University, the prepaid receipted transportation bill must support the invoice. Invoice payment dates will be computed from the date of shipment or from the date a valid invoice is received by The University, whichever is later.
8. All applicable provisions of the State of Ohio and federal laws relative to equal employment opportunity are incorporated into University purchases.
9. All rights and remedies of The University specifically set forth in Purchase Orders shall be cumulative and in addition to any other or further rights and remedies provided in law or equity. Failure of The University to insist upon strict performance of any term or condition of a Purchase Order shall not be deemed to be a waiver of The University's rights and remedies. No waiver by The University of any default by Seller of any term or condition of a Purchase Order shall be effective unless in writing and signed by an authorized representative of The University, nor shall any such waiver constitute a waiver of any other default or of the same default on a future occasion.
10. University Purchase Orders shall be governed by the applicable laws of the State of Ohio in all instances, including but not limited to terminations bearing a reasonable relation to this state, to another state or nation.
11. The University of Akron is exempt from State of Ohio Tax and most Federal Taxes. The person whose signature appears on University Purchase Orders hereby certifies that he/she is an officer of The University of Akron and that he/she is authorized to execute tax exemption certificates and that the article or articles purchased by The University is/are for the exclusive use of The University of Akron, Akron, Ohio.

**NOTE:**

The Vendor must support all individual sales made to the University with a separate invoice or record, showing a description of article or articles, price for each item, and total amount involved in each transaction.

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**EXHIBIT F**



**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/NONASSISTANCE 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 website for a 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.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

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

BUSINESS/ORGANIZATION NAME				
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	
PHONE NUMBER				

**DECLARATION**

In accordance with division (A)(2)(b) of section 2909.32 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.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No
- 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

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**EXHIBIT F (Continued)**

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? <input type="checkbox"/> Yes <input type="checkbox"/> No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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 website.

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

\_\_\_\_\_  
Date

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**EXHIBIT G**

**COMMITMENT TO PARTICIPATE  
IN THE  
EDGE BUSINESS ASSISTANCE PROGRAM**

**Bidder: Mark only one option.**

Use “✓” or “X” to mark option included in Bid

If marking Option B, also show percentage of proposed participation.

\_\_\_ **Option A**

Bidder commits to *meet or exceed* the advertised EDGE Participation Goal of **the Contract award amount**, calculated as a portion of the Base Bid plus all accepted Alternates, by using certified EDGE Business Enterprise(s).

Bidder agrees that if selected for consideration of the Contract, it shall provide (if not provided with the Bidder’s Bid) to the Contracting Authority, at the location required and within 3 business days after receiving notice from the Contracting Authority, its fully-completed *Bidder’s Qualification Form*, including a *Certified Statement of Intent To Contract and To Perform* form for each certified EDGE Business Enterprise proposed for use by the Bidder if awarded the Contract for this Project.

\_\_\_ **Option B (also indicate percentage -- see text )**

Bidder *does not meet* the advertised EDGE Participation Goal percentage, but, if awarded the Contract for this Project, *commits to provide* \_\_\_\_\_ **% of the Contract award amount**, calculated as a portion of the Base Bid plus all accepted Alternates, by using certified EDGE Business Enterprise(s).

Bidder acknowledges it understands the requirement for it to provide and agrees to provide to the Contracting Authority, if selected for consideration of the Contract, within 3 days after notice from the Contracting Authority, a detailed **Demonstration of Good Faith** describing its efforts undertaken prior to submitting its Bid to meet the advertised EDGE Participation Goal percentage for the Contract for this Project.

Bidder commits to provide to the Contracting Authority at the location required, and within 3 days after receiving notice from the Contracting Authority, its fully-completed *Bidder’s Qualification Form*, including a *Certified Statement of Intent To Contract and To Perform* form for each certified EDGE Business Enterprise proposed for use by the Bidder if awarded the Contract for this Project.

\_\_\_ **Option C**

Bidder declares that the Bidder is a certified EDGE Business Enterprise and that if awarded this Contract, the EDGE Participation percentage will be 100% of the Contract award amount.