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| **Request for Proposal** |
| **Northeast Ohio Medical University (NEOMED) is requesting proposals for:*****Network Switch Replacement / Upgrade*** |
| **This RFP has been suspended.** **At a later date, this RFP will be reposted, communicated and an updated timeline will be provided.** **For those parties that have submitted an intent to respond, NEOMED will reach out directly to the interested party once the RFP is made active.** |
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# 1. Introduction

## 1.1 Who Is NEOMED?

The Northeast Ohio Medical University (the “University”) is a community-based public institution of higher education focused on the inter-professional training of health professionals. Created pursuant to Ohio Revised Code Chapter 3350, the University is accredited by The Higher Learning Commission of the North Central Association of Colleges and Schools. The University consists of three colleges, including Medicine, Pharmacy and Graduate Studies.

The University’s mission is to improve the health, economy, and quality of life in northeast Ohio through the medical, pharmacy and health sciences education of students and practitioners at all levels; to develop new knowledge through research in the biomedical, community health and behavioral sciences; and to provide community service and health education throughout the northeast Ohio region.

## 1.2 Our Facilities

The Rootstown, Ohio, campus of the University is just 20 minutes from the city of Akron and 50 minutes from the city of Cleveland. The 107-acre campus, centrally located among the consortium universities and clinical campuses, houses the University’s administrative offices and the academic departments for basic medical sciences, behavioral and community health sciences, pharmacy practice, and pharmaceutical sciences.

The campus is comprised of 22 buildings with a total of 950,717 square feet, containing faculty, student and administrative offices, laboratories, classrooms, library, conference center, café, residential housing village, regional library depository (serving 5 public colleges/universities in Northeast Ohio), and ample parking and green space. With a mission to improve health worldwide, the program forms strategic partnerships to unite entrepreneurs and early stage biomedical companies with University resources to catalyze the development of biotechnology.

Northeast Ohio Medical University is currently in the process of transforming its campus with several phases of campus expansion in order to offer better education and research facilities, larger accommodations designed to address growing class sizes, facilities open and available to the surrounding community, and additional student life amenities. Specifically, the University recently opened a new Research and Graduate Education Building with state-of-the-art biomedical research laboratories and a Residential Housing Village comprised of three, four-story buildings and 339 beds with fully furnished single and double housing units. In addition, a Health, Wellness and Medical Education complex complete with a fitness center, pools, therapy services, classroom and lecture hall space, a conference center and eateries opened in August 2014.

# 2. Proposal Scope

NEOMED is requesting proposals from qualified vendors to provide IDF and Distribution Switching with full Management.

It is the intent of NEOMED to select one (1) vendor to provide network equipment and switches, the necessary implementation services, and post-implementation support for equipment to replace the closet devices reflected in Appendix 1 – IDF Closet Details.

## 2.1 Proposal Deliverables

The requested services for the proposed solution include, but are not limited to, the following deliverables:

1. Establish transparent pricing for all services associated with the goods, services, and support.
2. Design IDF Closets to replace the characteristics reflected in the NEOMED Infrastructure Summary document.
3. Design a Campus Distribution Switch Solution to support all IDF switches interconnection.
4. Design a Management Solution to provide a Single Pane of Glass, Full Management of any manageable network devices and the proposed network device solution, and any future 3rd Party manageable devices NEOMED is evaluating.
5. NEOMED will not accept the cost for additional software, firmware, and licensing to enable switch features. Example, if the switch physically supports OSFP or BGP dynamic routing, but requires a licenses or feature set of that software, NEOMED expects to not pay for the uplift of that software to support the solution. In addition, if new features are added to the switch, NEOMED will incur no cost to upgrade software to enable feature during the life cycle of the solution.
6. NEOMED expects to pay no maintenance for the life of the product. The vendor will support the following maintenance requirements:
	1. 8x5 Software Support
	2. NBD Advanced Hardware Replacement
	3. Free Software Upgrades for the life of the Hardware.
	4. Life of product is defined as five years after End-of-Sale Notice.
	5. Vendor may recommend additional support for fee but should justify reasons for uplift requirement.
7. Lead the implementation process taking direction from the University and provide the University with a detailed implementation project plan to include key milestones, due dates for deliverables, and specific achievement goals relevant to a January 1, 2018 implementation.

## 2.2 Functional Requirements

The requested services for the proposed solution include, but are not limited to, the following functional requirements:

1. All IDF switches must support full PoE+
2. All IDF switches must support standard features such as but not limited to DiffServ QoS, Spanning-Tree, Port Security, RADIUS Authentication, VLAN Tagging, Static and Single Area OSPF routing, and Link Aggregation.
3. All IDF switches must support role based access via 3rd Party Contextual Access Control Server using standards based communication protocols that NEOMED is evaluating.
4. The new switching solution should support dynamic tunneling technologies to 3rd Party Wireless Controllers allowing for seamless wired/wireless access for users and devices so that they can be firewall isolated by user type and other considerations.

## 2.3 RFP Timeline

**This RFP has been suspended.**

**At a later date, this RFP will be reposted, communicated and an updated timeline will be provided.**

**For those parties that have submitted an intent to respond, NEOMED will reach out directly to the interested party once the RFP is made active.**

# 3. Technical Proposal

**Capability**: Please respond in narrative to the inquiries noted below. Responses are not to exceed five (5) pages and four (4) exhibits.

## 3.1 Company Information

1. Identify the location of the primary Account Executive responsible for the overall management of this plan
2. Provide an overview of your organization and services provided
3. Provide financial data pertaining to your organization that includes:
	1. EIN Number
	2. DUNS Number
	3. The last three (3) years audited financial statements
4. Describe your value add relationships with the manufacturer(s) being proposed with your solution.
5. Demonstrate any additional skill sets or relevant experience(s) that differentiate you from your competitors.

## 3.2 Subcontractors

1. Clearly identify if any 3rd Party subcontractors will be used during this engagement and what role they will be performing
2. Include the name of all subcontractor/partners that will be involved in delivering services to NEOMED, the length of your relationship and duration of your contract
3. Supply the following authorized documents for each 3rd Party subcontractors:
	1. Certificate of Insurance
	2. Proposal Certification Form

## 3.3 Project Management

1. Describe your Project Management Office and Project Management structure that will be used during this engagement
2. Explain how your Project Management team will handle changes in staff during the project deployment.

## 3.4 Technical Solution

### 3.4.1 Solution Summary

Please provide a summary description and explanation of your proposed solution that includes the following:

1. Manufacturer(s) being proposed
2. Summary of closet configuration(s)
3. Benefits of the proposed hardware when compared to other manufacturers in the industry
4. Network management
5. Administrator education of NEOMED IT staff members who will assume management roles of the deployed solution

### 3.4.2 Solution Details

Please provide details of your proposed solution that includes the following:

1. Closet by closet hardware configurations
2. Diagram(s) of the resulting infrastructure configurations
3. Explanation and demonstration of the management interface being proposed; this could be supplied in screen shots or data sheets
4. Explanation of how this solution will be deployed and how the production environment will coexist during said deployment
5. Explain how outages will be minimized during the deployment process

### 3.4.3 Implementation Timetable

Provide the following implementation data for this engagement:

1. Proposed implementation schedule that includes including:
	1. Dates
	2. Durations
	3. Milestones
	4. Tasks and Deliverables
	5. Project Roles
2. Identification of the “As Built” documentation that will be supplied at the end of the engagement

## 3.5 Technical Resources

1. Provide at least three (3) Technical Biographies of resources that will be utilized for this engagement. Each Technical Biography should include, at least, the following:
	1. Name
	2. Summary of skill set(s)
	3. Current engagement
	4. Active and Inactive Certifications
	5. Experience with similar projects
	6. Availability for this engagement

## 3.6 Client References

Please provide three (3) clients of similar size, geographic, and industry characteristics for which you are presently providing services and indicate:

1. Client Name
2. Location
3. Contact Name
4. Contact Title
5. Contact Phone
6. Contact e-Mail
7. Project Description
8. Project Scope
9. Project Duration
10. Project Value
11. Technical Hurdles Experienced During the Engagement and Your Resolution(s)

### 3.6.1 Reference #1

|  |  |
| --- | --- |
| Client Name |   |
| Client Location |   |
| Contact Name |   |
| Contact Title |  |
| Contact Phone  |   |
| Contact e-Mail |   |
| Project Description |   |
| Project Scope  |   |
| Project Duration |   |
| Project Value |  |
| Technical Hurdles |  |

### 3.6.2 Reference #2

|  |  |
| --- | --- |
| Client Name |   |
| Client Location |   |
| Contact Name |   |
| Contact Title |  |
| Contact Phone  |   |
| Contact e-Mail |   |
| Project Description |   |
| Project Scope  |   |
| Project Duration |   |
| Project Value |  |
| Technical Hurdles |  |

### 3.6.3 Reference #3

|  |  |
| --- | --- |
| Client Name |   |
| Client Location |   |
| Contact Name |   |
| Contact Title |  |
| Contact Phone  |   |
| Contact e-Mail |   |
| Project Description |   |
| Project Scope  |   |
| Project Duration |   |
| Project Value |  |
| Technical Hurdles |  |

# 4. Pricing

## 4.1 Pricing Summary

Provide a summary of pricing that includes the following:

1. Hardware, Software, and Accessories
2. Professional Services
3. Hardware Support
4. Software Support
5. 6 Month Health Assessment

## 4.2 Core Pricing

Provide pricing for all products, hardware, software, and accessories, Professional Services, and ongoing support for the next eight (8) calendar years using the pricing method of final delivery, operation and support of all goods/services per calendar year.

### 4.2.1 Products and Goods

Provide a detailed and summarized cost proposal for all hardware, software, and accessories necessary to replace the IDF closet equipment identified in Appendix 1 – IDF Closet Details.

Your proposed solution should identify the product set for each IDF separately with product part numbers, descriptions, cost each, and extended costs, subtotals, and a grand total for the entire solution.

In addition, you may include copies of your Bill of Materials according to Section 4.3 of this RFP document. The Bill of Materials also needs to reflect a breakdown by closet, show subtotals, and a grand total.

### 4.2.2 Professional Services

Provide a Fixed-Cost and Milestone-Based Professional Services Statement of Work with pricing that details the following:

1. Project Objectives
2. Your Approach
3. Design and Planning
4. Implementation of Proposed Solution(s)
	1. Project Milestones and Phases
	2. Tasks and Deliverables
	3. NEOMED Technical Staff Education
	4. System Documentation
	5. 30 days of Post-implementation on-site support
5. Roles and Responsibilities
6. Assumptions
7. End-to-End Project Management

### 4.2.3 Ongoing Support

Provide support costs for the proposed solution that includes the following:

1. Manufacturer-supplied Hardware Support.
2. Manufacturer-supplied Software Support.
3. Provide a Fixed-Cost Performance and system evaluations for the implemented solution every 6 months for the first 2 years of ownership.

|  |
| --- |
| **Hardware Support** |
| **Support Year** | **Description of Support** | **Cost of Support** |
| **YEAR 1/2018** |  |  |
| **YEAR 2/2019** |  |  |
| **YEAR 3/2020** |  |  |
| **YEAR 4/2021** |  |  |
| **YEAR 5/2022** |  |  |
| **YEAR 6/2023** |  |  |
| **YEAR 7/2024** |  |  |
| **YEAR 8/2025** |  |  |
| **Totals** |  |  |

|  |
| --- |
| **Software Support** |
| **Support Year** | **Description of Support** | **Cost of Support** |
| **YEAR 1/2018** |  |  |
| **YEAR 2/2019** |  |  |
| **YEAR 3/2020** |  |  |
| **YEAR 4/2021** |  |  |
| **YEAR 5/2022** |  |  |
| **YEAR 6/2023** |  |  |
| **YEAR 7/2024** |  |  |
| **YEAR 8/2025** |  |  |
| **Totals** |  |  |

|  |
| --- |
| **6 Month System Review / Health Check** |
| **Support Year** | **Description of Support** | **Cost of Support** |
| **YEAR 1/2018** |  |  |
| **YEAR 2/2019** |  |  |
| **Totals** |  |  |

## 4.3 Bill of Materials

Please attach detailed Bill of Materials (BoMs) for the proposed solution that includes, necessary hardware, software, accessories, and support/maintenance. The Bill of Materials need to reflect a breakdown by closet, show subtotals, and a grand total for the engagement.

# 5. Proposal Submission

## 5.1 Proposal Timeline

**This RFP has been suspended.**

**At a later date, this RFP will be reposted, communicated and an updated timeline will be provided.**

**For those parties that have submitted an intent to respond, NEOMED will reach out directly to the interested party once the RFP is made active.**

## 5.2 Notice of Intent to Respond

To be determined

## 5.3 Technical Questions

To be determined

## 5.4 Answers to Technical Questions

To be determined

## 5.5 Proposal Format

The final proposal shall be submitted via hard copy (3 ring binder) with the following tabbed sections:

1. Cover Letter
2. Proposal Certification Form – Completed Attachment 1
3. Technical Proposal
*Please use the same numbering scheme that is used in Section 3 of this RFP document.*
4. Pricing
	1. Hardware/Software
	2. Professional Services (Statement of Work)
	3. Support
	4. Bill of Materials
5. Certificate of Insurance
6. Redlined Terms and Conditions – Attachment 2
7. Current NEOMED Master Services Agreement(s)
8. Statement of Non Collusion – Completed Attachment 4
9. Terms of Proposal Submission – Completed Attachment 3
10. 3rd Party Subcontractor Information
	1. Proposal Certification Form – Completed Attachment 1
	2. Certificate of Insurance
11. Data Sheets

**Each submission includes the following:**

1. **One (1) Original Hard Copy**
2. **Electronic version of all submission documents and materials on Flash Media**
3. **Three (3) Hard Copy proposals marked COPY**

**Submissions will not be accepted by e-Mail or Fax.**

##

## 5.6 Proposal Submission

To be determined

## 5.7 Submission Terms and Conditions

The term “Offeror” refers to any entity or individual submitting a Proposal in response to this RFP for the purchase by NEOMED of equipment, supplies and/or services.

1. **Complete, Signed and Sealed Proposal with Authorized Signature**
	1. Offerors must submit at a minimum one electronic copy of a complete Proposal which, at a minimum, should include all pages of this RFP that require the Offeror to respond, including attachments, and any additional information and/or samples required by this RFP. Proposals should follow the format of this RFP. Each response in the Proposal should reference the number and headings as listed in this RFP.
	2. When information or pricing submitted by the Offeror is unclear to NEOMED, NEOMED reserves the right to ask the Offeror to clarify and confirm any of the information or pricing stated in the Proposal. The Offeror shall answer requests for additional information or clarification in writing, and the responses shall become part of its Proposal. Offerors failing to provide adequate information in a timely manner in response to any request from NEOMED shall be considered unresponsive and their Proposal will be rejected.
	3. **NEOMED will not consider Proposals submitted without all of the required information and pricing.**
	4. If this RFP provides that the Offeror may submit pricing and information for different options specified, and the Offeror does not intend to submit pricing for one of those options, the Offeror is instructed to insert “NO PROPOSAL SUBMITTED”, or “NO PROPOSAL” on that pricing sheet or to otherwise indicate clearly that the Offeror is not submitting a Proposal for this option. Insertion of “0” will be interpreted by NEOMED to mean that the equipment, supply or service will be provided at no cost.
2. **Delivery of Proposals**
	1. Any Proposals arriving after the Proposal Due Date will be considered late and will be will be disqualified.
	2. NEOMED does not accept mailed Proposals with insufficient postage or collect on delivery.
	3. The proposal materials must be delivered in a sealed envelope or similar sealed container with the RFP Number clearly marked on the exterior. If an Offeror uses an express mail or courier service, the RFP Number must be clearly marked on the exterior of the express mail or courier envelope or must be in a sealed envelope inside the express mail or courier envelope with the RFP Number clearly marked on the inside envelope.

# Attachment 1. Proposal Certification Form

**THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE PROPOSALS SUBMITTED WITH UNSIGNED FORMS WILL NOT BE CONSIDERED.**

Offeror declares to have read and understood and agrees to be bound by this RFP and agrees to fulfill the requirements of any contract for which it is selected to provide the specified equipment, supplies and/or services at the prices proposed. Offeror certifies, by signature affixed to this Form, that the information provided by it in response to this RFP, including certified statements, is accurate and complete.

The Offeror and each person signing on behalf of the Offeror certifies by signing below, and in the case of a Proposal by a joint venture, each member thereof certifies as to such member’s entity, under penalty of perjury, that the Proposal has been prepared in compliance with Part One, ‘Instructions to Offerors’.

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Federal Taxpayer Identification Number (TIN)

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Bidder (Company) Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address City State Zip Code

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Contact Person Name and Title (Please Print or Type)

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Telephone Number Fax Number Email Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature (Original Signature Only)

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Name and Title of Authorized Signatory (Please Print or Type)

# Attachment 2. Contract Terms and Conditions

Please review the Contract Terms and Conditions and provide a redlined version with your submission.

1. **Entire Agreement; Parties to the Contract**

This contract is the entire agreement between the individual or entity selected to provide equipment, supplies and/or services on the basis of a Proposal submitted to NEOMED in response to an RFP (referred to as “Contractor” in these Terms and Conditions) and NEOMED. References to “Offeror” in any of the contract components are deemed to refer to the contractor selected to provide the specified equipment, supplies and/or services that are the subject of this contract.

1. **Statement of Work**
	1. The RFP, including attachments and any written amendments to the RFP, and the Offeror’s Proposal, including proper modifications, clarifications and samples, (collectively referred to as the “RFP”) are a part of this contract and describe the work and activities the Offeror will perform under this contract (the “Project”). This contract consists of the complete RFP and applicable, valid NEOMED purchase orders or other ordering documents (together referred to as the “Contract”).
	2. Contractor shall do the Project in a professional, timely and efficient manner. Contractor shall also furnish its own support staff necessary for the satisfactory performance of the Project.
	3. Contractor declares that it is engaged as an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind including, but not limited to, any insurance coverage that is required in the normal course of business as well as any specialized insurance that is specified herein that may be required to carry out its business and perform under the terms of this Contract. Contractor agrees that it does not have any authority to sign agreements, notes and/or obligations or to make purchases and/or dispose of property for or on behalf of NEOMED.
	4. If applicable Contractor shall deliver, assign, transfer and convey to NEOMED all rights, title and interest to all documents, data, materials, information, processes, studies, reports, surveys, proposals, plans, codes, scientific information, technology information, regulations, maps, equipment, charts, schedules, photographs, exhibits, software, software source code, documentation and other materials and property prepared or developed or created or discovered under or in connection with this Contract (the “Deliverables”).
	5. Contractor declares that it is engaged in the same or similar activities for other customers and that NEOMED is not its sole and only customer.
	6. Contractor shall furnish professional services performed in accordance with applicable commercial standards necessary for the satisfactory performance of the work hereunder. Services shall be performed by Contractor and NEOMED shall not hire, supervise or pay any assistants to Contractor in its performance under this Contract. NEOMED shall not be required to provide any training to Contractor to enable it to perform services required hereunder.
	7. Contractor shall furnish its own support staff, materials, tools, equipment and other supplies necessary for the satisfactory performance of the work hereunder, unless stated otherwise in the RFP. Neither Contractor nor its personnel shall, at any time or for any purpose, be considered as employees or agents of NEOMED.
	8. Contractor shall consult with appropriate NEOMED personnel and others necessary to ensure a thorough understanding of the Project and satisfactory performance. NEOMED may give instructions to or make requests of Contractor relating to the Project, and Contractor will comply with those instructions and fulfill those requests in a timely and professional manner. It is expressly understood that those instructions and requests shall be for the sole purpose of ensuring satisfactory completion of the Project and will not amend or alter the scope of the Project. The management of the work, including the exclusive right to control or direct the manner or means by which the work described herein, remains with and is retained by Contractor. NEOMED retains the right to ensure that the work of Contractor is in conformity with the terms and conditions of this Contract as specified herein and in the RFP.
	9. Contractor shall determine the hours required to perform the services to be provided under this Contract and retains discretion over its schedule when performing services on the premises of NEOMED, subject to NEOMED’s normal business hours and security requirements.
	10. NEOMED will order equipment, supplies and/or services under this Contract from the Contractor directly. Contractor may receive purchase orders by telephone, facsimile, electronically or in person by authorized NEOMED personnel. Contractor is not required to fill an order date more than thirty (30) days beyond the date of contract expiration, termination or cancellation, unless the Contract provides for a quarterly delivery or quarterly service. Under a contract that provides for quarterly delivery or quarterly service, Contractor is not required to fill an order with a delivery date of more than ninety (90) days beyond the date of contract expiration, termination or cancellation.
2. **Certification of Funds**
	1. It is expressly understood by the parties that none of the rights, duties and obligations described in this Contract shall be binding on either party until all statutory provisions under the Ohio Revised Code including, but not limited to, Section 126.07, have been completed and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies, and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio or, in the event that federal funds are used, until such time that NEOMED gives Contractor written notice that such funds have been made available to NEOMED by NEOMED’s funding source.
3. **Standard Invoice and Payment**
	1. **Invoice**. Contractor shall submit two (2) copies of invoices to NEOMED, Attn: Accounts Payable, 4209 State Route 44, P.O. Box 95, Rootstown, Ohio 44272. The invoice must be a proper invoice to receive consideration for payment. A “proper invoice” is defined as being free of defects, discrepancies, errors or other improprieties. Improper invoices will be returned to Contractor noting the areas of discrepancy.
	2. **Payment**. In consideration for Contractor’s performance, NEOMED shall pay Contractor at the rate specified in the RFP. Payments will be made by check, or if specific agreement is made, by electronic funds transfer (EFT) or by a NEOMED Procurement Card. For all transactions, Contractor must have a valid W9 on file with the NEOMED Accounting Department.
	3. **Payment Due Date**. NEOMED will pay invoices thirty (30) days after it has received an invoice for equipment, supplies and/or services it has received and accepted.
	4. **Late Payments**. NEOMED will pay Contractor interest on any late payment as may be required by Ohio law.
	5. **Office and Business Expenses**. Unless expressly provided for elsewhere, Contractor shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this Contract.
4. **Payment Disputes**
	1. If NEOMED disputes a payment for anything covered by an invoice within fifteen (15) business days after receipt of that invoice, NEOMED shall notify Contractor, in writing, stating the grounds for the dispute. NEOMED may then deduct the disputed amount from its payment as a non-exclusive remedy. In addition NEOMED will consult with Contractor as early as reasonably possible about the nature of the dispute and the amount of payment affected. When Contractor has resolved the disputed matter to NEOMED’s satisfaction, NEOMED shall pay the disputed amount within thirty (30) days after the matter is resolved.
	2. If NEOMED has already paid Contractor on an invoice but later disputes the amount covered by the invoice, and if Contractor fails to correct the problem within thirty (30) days after written notice, Contractor shall reimburse NEOMED for that amount at the end of the thirty (30) days as a non-exclusive remedy for NEOMED. On written request from Contractor, NEOMED will provide reasonable assistance in determining the nature of the problem by giving Contractor reasonable access to NEOMED facilities and any information NEOMED has regarding the problem.
5. **Employment Taxes**

Each party shall be solely responsible for reporting, withholding and paying all employment related taxes, payments and withholdings for its own personnel. This includes such items as federal, state and local income taxes, social security, unemployment and disability deductions, withholdings and payments. It also includes such items as any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time services are rendered or at a later time.

1. **Sales, Use, Excise and Property Taxes**

NEOMED is exempt from any sales, use, excise and property tax. To the extent sales, use, excise, property or any similar tax is imposed on Contractor in connection with the Project such will be the sole responsibility of Contractor. Contractor shall pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time services are rendered or at a later time.

1. **Delivery**
	1. **F.O.B. The Place of Destination**. Contractor must provide the equipment, supplies and/or services under this Contract F.O.B., the place of delivery/destination, unless otherwise stated. The address of delivery will be specified by the purchase order or other ordering document. Freight shall be prepaid unless otherwise stated.
	2. **Time of Delivery**. If Contractor is not able to deliver the equipment, supplies and/or services on the date and time specified by NEOMED on the purchase order or other ordering document, Contractor must coordinate an acceptable date and time for delivery. If Contractor is not able to, or does not, provide the equipment, supplies and/or services to NEOMED by the date and time agreed upon, NEOMED may obtain any remedy provided below or any other remedy at law.
2. **Title and Risk of Loss**. Contractor shall retain title and bear the risk of any loss or damage to the items purchased by NEOMED until they are delivered at the specified F.O.B. point; and upon such delivery, title shall pass to NEOMED and Offeror’s responsibility for loss or damage shall cease except as resulting from Offeror’s negligence or failure to comply to all stated terms and conditions. Passing of title upon such delivery shall not constitute acceptance of the terms by NEOMED.
3. **Related Contracts**

Contractor warrants that Contractor has not and will not enter into any contracts without written approval of NEOMED to perform substantially identical services for NEOMED such that the Project duplicates the work done or to be done under the other contracts.

1. **Subcontracting**
	1. Contractor may not enter into subcontracts for the Project after award without prior written approval from NEOMED. Contractor will not need NEOMED’s prior written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Project. All subcontracts will be at the sole expense of Contractor unless expressly stated otherwise in the RFP.
	2. NEOMED’s approval of the use of subcontractors does not mean that NEOMED will pay for them. Contractor shall be solely responsible for payment of its subcontractors and any claims of subcontractors for any failure of Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Project in a timely manner. Contractor shall hold NEOMED harmless for and will indemnify NEOMED against any such claims.
	3. Contractor shall assume responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further NEOMED shall consider Contractor to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from this Contract. Contractor shall be fully responsible for any default by a subcontractor, just as if Contractor itself had defaulted.
	4. If Contractor uses any subcontractors, each subcontractor must have a written agreement with Contractor. That written agreement must incorporate this Contract by reference. The agreement must also pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and Contractor. Among such provisions are the limitations on Contractor’s remedies, the insurance requirements, record keeping obligations and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid sections that expressly provide exclusion for small-dollar subcontracts. Should Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages NEOMED in any way, Contractor shall indemnify NEOMED for the damage.
2. **Record-Keeping Requirements**
	1. Contractor shall keep all financial records in a manner consistent with generally accepted accounting procedures. Documentation to support each action shall be filed in a manner allowing it to be readily located.
	2. Contractor shall keep separate business records for the Project, including records of disbursements made and obligations incurred in the performance of this Contract which records shall be supported by contracts, invoices, vouchers and other data as appropriate.
	3. During the period covered by this Contract and until expiration of three (3) years after final payment under this Contract, Contractor agrees to provide NEOMED, its duly authorized representatives, or any person, agency or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of Contractor involving transactions related to this Contract. Contractor shall, for each subcontract in excess of two thousand five hundred dollars ($2,500.00), require its subcontractors to agree to the same provisions of this Section 12.
3. **Termination of this Contract**
	1. **Termination for Cause**. NEOMED may terminate this Contract if Contractor defaults in meeting its obligations under this Contract and fails to cure its default within the time allowed by this Contract, or if a petition in bankruptcy (or similar proceeding) has been filed by or against Contractor. NEOMED may also terminate this Contract if Contractor violates any law or regulation in doing the Project, or if it appears to NEOMED that Contractor’s performance is substantially endangered through no fault of NEOMED. In any such case, the termination will be for cause, and NEOMED’s rights and remedies will be those identified below for termination for cause.
	2. **Cure Period**. On written notice, Contractor shall have thirty (30) days to cure any breach of its obligations under this Contract, provided the breach is curable. If Contractor fails to cure the breach within such time period or if the breach is one that is not curable, NEOMED shall have the right to terminate this Contract. NEOMED shall also have the right to terminate this Contract in the case of breaches that are cured within thirty (30) days but are persistent. “Persistent” in this context means that NEOMED has notified Contractor in writing of Contractor’s failure to meet any of its obligations three (3) times. After the third notice, NEOMED may terminate this Contract without a cure period if Contractor again fails to meet any obligation. The three (3) notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than thirty (30) days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.
	3. **Termination for Convenience**. NEOMED may terminate this Contract for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Project. If a third party is providing funding for the Project, NEOMED may also terminate this Contract should that third party fail to release any Project funds. The RFP identifies any third party source of funds for the Project.
	4. **Effect of Notice of Termination**. The notice of termination, whether for cause or without cause, shall be effective as soon as Contractor receives it. Upon receipt of the notice of termination, Contractor shall immediately cease all work on the Project and take all steps necessary to minimize any costs Contractor may incur related to this Contract. Contractor shall also immediately prepare a report and deliver it to the State. The report must be all-inclusive; no additional information will be accepted following the initial submission. The report must detail the work completed as of the termination date, the percentage of the Project’s completion, any costs incurred in doing the Project to that date and any Deliverables completed or partially completed but not delivered to NEOMED at the time of termination. Contractor shall also deliver all the completed and partially completed Deliverables to NEOMED with its report. If delivery in that manner would not be in NEOMED’s best interest, then Contractor shall propose a suitable alternative form of delivery.
	5. **Effect of Termination for Cause**. If NEOMED terminates this Contract for cause, it shall be entitled to cover for the Project by using another contractor on such commercially reasonable terms as it and the covering contractor may agree. Contractor shall be liable to NEOMED for all costs related to covering for the Project to the extent that such costs, when combined with payments already made to Contractor for the Project before termination, exceed the costs that NEOMED would have incurred under this Contract. Contractor shall also be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause. NEOMED may deduct all or any part of the damages resulting from Contractor’s default from any part of the price still due on this Contract, after NEOMED has provided prior written notice to Contractor of such default and intent to deduct such damages. Termination resulting from breach shall be cause, at NEOMED’s sole discretion, to suspend Contractor from proposing on any project at NEOMED for a period of up to three (3) years.
	6. **Effect of Termination for Convenience**. If NEOMED terminates this Contract for convenience, Contractor shall be entitled to compensation for any work on the Project that Contractor has performed before the termination date. Such compensation shall be Contractor’s exclusive remedy in the case of termination for convenience and shall be available to Contractor only once Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined to be owing to Contractor by NEOMED. NEOMED shall make that determination based on the lesser of the percentage of the Project completed or the hours of work performed in relation to the estimated total hours required to perform the entire applicable unit(s) of work.
4. **Suspension of this Contract**
	1. **Suspension**. NEOMED shall have the option of suspending rather than terminating the Project where NEOMED believes that doing so would better serve its interests.
	2. **Effect of Notice of Suspension**. Any notice of suspension, whether with or without cause, shall be effective as soon as Contractor receives it. Contractor shall prepare a report, which includes the information set forth in Paragraph 13(d).
	3. **Effect of Suspension for Cause**. In the case of suspension of the Project rather than termination for cause, Contractor shall not be entitled to compensation for any work performed. If NEOMED reinstates the Project after suspension for cause, rather than terminating this Contract after the suspension, Contractor may be entitled to compensation for work performed before the suspension, less any damage to NEOMED resulting from Contractor’s breach of this Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to NEOMED from the default or other event giving rise to the suspension.
	4. **Effect of Suspension for Convenience**. In the event of a suspension for the convenience of NEOMED, Contractor shall be entitled to receive payment for the work performed before the suspension. In the case of a suspension for NEOMED’s convenience, the amount of compensation due to Contractor for work performed before the suspension will be determined in the same manner as set forth in Paragraph 13(f) for a termination for NEOMED’s convenience. Contractor shall not be entitled to compensation for any other costs associated with a suspension for NEOMED’s convenience. No payment under this provision shall be made to Contractor until Contractor submits a proper invoice.
	5. **Resuming the Project; Ability to Terminate**. After suspension of the Project, Contractor shall perform no work without the written consent of NEOMED and will resume work only on receipt of written notice from NEOMED to do so. In any case of suspension, NEOMED retains its right to terminate this Contract rather than to continue the suspension or resume the Project. If the suspension is for the convenience of NEOMED, then termination of this Contract will be a termination for convenience. If the suspension is with cause, the termination will also be for cause.
	6. **Limitation on Suspension; Effect of Suspension for Convenience for Longer than Thirty (30) Days**. NEOMED shall not suspend the Project for its convenience more than once during the term of this Contract, and any suspension for NEOMED’s convenience shall not continue for more than thirty (30) days. If Contractor does not receive notice to resume or terminate the Project within the thirty-day period, then this Contract shall automatically terminate for NEOMED’s convenience at the end of the thirty-day period.
5. **Confidentiality**

Contractor may receive from and/or create on behalf of NEOMED certain information, documents, data, records and other material, whether in written, electronic or oral form, that is confidential (the “Confidential Information”) in the performance of this Contract. Contractor may not disclose any Confidential Information received from and/or created on behalf of NEOMED as a result of this Contract without prior written permission from NEOMED. Contractor must assume that all information received from and/or created on behalf of NEOMED under this Contract, regardless of the form, is Confidential Information.

1. **Rights in Data, Patents and Copyrights; Public Use**
	1. The Deliverables provided by Contractor under Paragraph 2(d) shall become the property of NEOMED. NEOMED, and any person, agency or instrumentality providing financial assistance for the work performed under Section 2 shall have an unrestricted right to reproduce, distribute, modify, maintain and use the Deliverables, for their intended purpose, and Contractor shall not obtain copyright, patent or other proprietary protection for the Deliverables, provided, however, that Contractor shall reserve its rights in all methods, pre-existing work, software and data used to prepare such Deliverables. Contractor shall not include in any Deliverable any copyrighted matter, unless the copyright owner and any person, agency or instrumentality providing financial assistance to the work hereunder gives prior written approval to use such copyrighted matter in the manner provided for herein.
	2. Neither Contractor nor any of its employees, agents, subcontractors or assigns shall make a disclosure for the purpose of securing a patent in the United States or any other country for any of the Deliverables unless such disclosure is approved in writing by NEOMED prior to application for the patent. In the event that such patent is obtained, Contractor shall provide NEOMED written authorization for NEOMED and any other person, agency or instrumentality contributing financial support to the work hereunder to make use of the subject of the said patent disclosure without payment therefore.
	3. Contractor agrees that all Deliverables may be made freely available to the general public to the extent required by law.
2. **Workers Compensation**

Contractor shall carry Workers’ Compensation Liability Insurance as required by Ohio law for any work to be performed within the State of Ohio. Failure to maintain Workers’ Compensation Liability Insurance for the duration of this Contract and any renewal hereto will be considered a default.

1. **Contract Bond**

At NEOMED’s request, Contractor shall provide a Contract Bond for payment and performance of Contractor’s obligations under this Contract. The form of the Contract Bond to be provided, if requested, by Contractor is included as an attachment to the RFP. Failure of Contractor to provide the Contract Bond on or before the date it is required to be delivered to NEOMED shall result in a breach of this Contract without a cure period and termination or suspension (or ultimately both) of this Contract for cause.

1. **Indemnification**

Contractor agrees to indemnify and shall hold NEOMED, its employees, members of its Board of Trustees and its Officers and administrators, harmless from any and all claims, damages, lawsuits, costs, judgments, expenses or liabilities that may arise out of, or are related to, Contractor’s performance under this Contract, including the performance by Contractor’s employees and agents and any individual or entity for which Contractor is responsible. When applicable Contractor shall reimburse NEOMED for any judgments for infringement of patent or copyright rights and agrees to defend against any such claims or legal actions if called upon by NEOMED to do so.

1. **Force Majeure**

If NEOMED or Contractor is unable to perform any part of its obligation under this Contract by reason of Force Majeure, the party is excused from its obligations, to the extent that its performance is prevented by Force Majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term “Force Majeure” means without limitation: Acts of God, such as epidemics, lightning, earthquakes, fire, storms, hurricanes, tornadoes, floods, washouts, droughts and any other severe weather; explosions; arrests; restraint of government and people; strikes; and any other like events or any other cause that could not be reasonably foreseen in the exercise of ordinary care and that is beyond the reasonable control of the party.

1. **NEOMED Consent to Assign or Delegate.**

Contractor may not assign or delegate any of its rights under this Contract unless NEOMED consents to the assignment or delegation in writing. Any purported assignment or delegation made without NEOMED’s written consent is void.

1. **Limitation of Liability**
	1. In no event shall NEOMED be liable for any indirect or consequential damages, including loss of profits, even if NEOMED had been advised, knew or should have known of the possibility of such damages.
	2. Notwithstanding any language to the contrary, Contractor shall be liable for any personal injury or damage to real property or tangible personal property, caused by its fault or negligence.
2. **Conflicts of Interest**

No personnel of Contractor may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, Contractor shall not knowingly permit any public employee who has any responsibilities related to this Contract or the Project to acquire an interest in anything or any entity under Contractor’s control if such interest would conflict with that employee’s duties. Contractor shall disclose to NEOMED knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. Contractor shall take steps to ensure that such a person does not participate in any action affecting the work under this Contract. This will not apply when NEOMED has determined, in light of the personal interest disclosed, that person’s participation in any such action would not be contrary to the public interest.

1. **Compliance with Law**

Contractor agrees to comply with all applicable federal, state and local laws in the conduct of the work for the Project.

1. **Equal Employment Opportunity**
	1. During the Project, Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, and conditions of privileges of employment or any matter directly or indirectly related to race, religion, color, sex, national origin, disability, age or Vietnam-era status (“Protected Status”). Contactor shall ensure that applicants for employment and employees are treated without regard to their Protected Status. This is required pursuant to Executive Order 11246. Any breach thereof may be regarded as a material breach of contract or purchase order.
	2. Contractor agrees to post notices with the provisions of this Section 27 in conspicuous places that are available to employees and applicants and to state in all solicitations and advertisements for employees that it is an equal opportunity employer.
2. **Drug-Free Workplace**

Contractor shall comply with all applicable state and federal laws regarding keeping a drug-free workplace. Contractor shall make a good faith effort to ensure that all Contractor’s employees, while working on NEOMED property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

1. **Finding for Recovery**

Contractor warrants that it is not subject to an unresolved finding for recover under Section 9.24 of the Ohio Revised Code. If the warranty was false on the date the parties signed this Contract, the Contract is void *ab initio*.

1. **Warranties**

Unless otherwise stated, all equipment and/or supplies shall be new and unused. All products shall carry manufacturer’s warranties in addition to implied warranties. Contractor warrants all equipment and/or supplies to be free from defects in labor, material and workmanship (manufacturing) and be in compliance with RFP specifications.

1. **Marketing; Advertising**

Contractor shall not willfully obtain and/or use the name, identifying marks and/or property of NEOMED for its own promotional purposes.

1. **Injunctive Relief**

Nothing in this Contract is intended to limit NEOMED’s right to injunctive relief if such is necessary to protect its interests or keep it whole.

1. **Binding Effect**

This Contract shall be binding upon and inure to the benefit of the respective successors and assigns of NEOMED and Contractor.

1. **Amendments; Waiver**

No change to any provision of this Contract shall be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms of this contract shall not act as a waiver of those terms. Waivers must be in writing to be effective. Either party may at any later time demand strict performance.

1. **Severability**

If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Contract shall remain in full force and effect.

1. **Headings**

The headings used herein are for the sole sake of convenience and shall not be used to interpret any section.

1. **Governing Law**

This Contract shall be governed by the laws of Ohio, and venue for any disputes shall lie exclusively with the appropriate court in Portage County, Ohio.

# Attachment 3. Terms of Proposal Submission

For the Purchase of Specified Equipment, Supplies and/or Services

1. **Listing of Offerors**

During the period of evaluation and prior to award, possession of Proposals and accompanying information is limited to NEOMED personnel involved in the evaluation process. A list of Offerors will be prepared and provided upon request within a reasonable time after the receipt of Proposals.

1. **Offeror may Request Clarification**

If an Offeror discovers an inconsistency, error or omission in this RFP, the Offer should request clarification from the NEOMED as indicated on the front page of this RFP. Offerors should make their requests for clarification a minimum of five (5) business days before the Proposal Due Date.

1. **Modifications to this RFP**

If it becomes necessary to modify this RFP, NEOMED shall do so by written addendum only. An Offeror should not rely on any verbal information regarding this RFP from any NEOMED employee. The written addendum will be provided by fax, email or regular mail to all Offerors that are provided with a copy of this RFP by the NEOMED. NEOMED shall make every reasonable effort to issue any addendum prior to forty-eight (48) hours before the deadline for submission of Proposals; however, issuance of any addendum within the forty-eight hour period prior to the Proposal Due Date shall not result in an automatic extension of the Proposal Due Date for any specified period of time.

1. **Damages Arising from RFP Specifications**

An Offeror is not entitled to and shall not be compensated for damages arising from inaccurate or incomplete information in this RFP or from inaccurate assumptions based upon this RFP.

1. **Proposal Evaluation and Factors Determining Award**
	1. The Director of Information Technology and other NEOMED personnel, as appropriate, shall review all properly submitted Proposals and select the Offeror to provide the specified equipment, supplies and/or services whose Proposal is determined to be the most advantageous to NEOMED, as determined by NEOMED, in its sole discretion after considering the amount of the Proposal, the responsiveness of the Offeror and the responsibility of the Offeror, as described in the following Sections 8 through 10, as well as other considerations such as quality, adherence to specifications, delivery, service, warranty and other factors depending on the intended use of the equipment, supplies and/or services required.
	2. NEOMED reserves the right to conduct negotiations and discussions with one or more Offerors after the review of Proposals. Such further negotiations may result in a different price for the contract awarded from the amount stated in the Proposal of the Offeror(s) determined to have submitted the Proposal(s) that is/are in the best interest of the University.
2. **Best and Most Responsive Offeror**

An Offeror is best and most responsive if its Proposal offers a variety of qualitative and quantitative criteria that NEOMED deems to be in the best interest of the University. To determine the best and most responsive proposal, the University will consider the following:

1. Quality of the response including how the proposal responds to the needs of the University as identified in this proposal
2. Comprehensive nature of goods/services proposed
3. The Offeror’s financial condition
4. Experience of the Offeror in comparable work
5. Perceived value for the level of services as compared to the proposed fees
6. Reliability and reputation of the firm in providing similar services for other higher education colleges, universities and/or similar organizations
7. General experience and qualifications of the Offeror, assigned principal and assigned staff
8. Review of the Federal and the Ohio Department of Transportation debarment list and the Ohio Finding for Recovery Regulations
9. Price alone will not be the sole determining factor in the selection process
10. **Responsive Offeror**

An Offeror is responsive if its Proposal responds to the RFP requirements in all material respects and contains no irregularities or deviations from the requirements that would affect the amount of the Proposal or otherwise give the Offeror an unfair competitive advantage.

1. **Rejected Proposals**
	1. NEOMED may reject any or all Proposals. The basis for rejection of a Proposal may include, but is not limited to, one or more of the following circumstances:
2. The Proposal offers equipment, supplies and/or services that are not in compliance with the requirements, specifications, terms or conditions of this RFP.
3. The price of the lowest responsive and responsible Proposal is excessive in comparison with market conditions or with NEOMED’s budget.
4. If NEOMED determines that in the evaluation process the awarding of a contract for the equipment, supplies and/or services is not in the best interest of NEOMED.
5. The Offeror is determined not to be responsible, applying the criteria listed above in Section 10.
	1. Notwithstanding the foregoing, NEOMED reserves the right to conduct negotiations and discussions with one or more Offeror(s) after the review of Proposals and to select an Offeror to provide all or part of the equipment, supplies and/or services specified in this RFP, pursuant to a contract with NEOMED.
6. **Estimated Usage**
	1. Unless otherwise stated, the usage indicated for each item is to be considered an estimate only and should be considered as information relative to potential purchases that may be made from a contract award. NEOMED makes no representation or guarantee as to the actual amount of the items to be purchased.
7. NEOMED in no way obligates itself to purchase the full quantities indicated, but the entire amount of any discount offered must be allowed whether or not the purchases are less than the full quantities indicated. NEOMED’s requirements may be greater than or less than the quantities shown, and the successful Offeror(s) shall be obligated to fulfill all requirements as shown on the purchase orders whose mailing dates fall within the contract period.
8. **Withdrawal of Proposal before Proposal Review**

An Offeror may withdraw its Proposal, by written request sent to Ronald McGrady, rmcgrady@neomed.edu, any time after the NEOMED receives the Proposal and before Proposal Review Period (“Timeline” section of Part Three).

1. **Withdrawal of Proposal after Proposal Submission**

An Offeror may withdraw its Proposal, by written request to Ronald McGrady, rmcgrady@neomed.edu, after Proposal submission if there is reasonable proof that an inadvertent mistake was made and the correction cannot be determined with reasonable certainty. “Inadvertent” means inattentive or unobservant; heedless; due to oversight; unintentional. If NEOMED suspects that the lowest Proposal contains a mistake, NEOMED may ask the Offeror for written confirmation of its Proposal.

1. **Correction of Proposal before Proposal Review Only**
	1. Any corrections to a Proposal must be completed off the premises.
	2. Offerors should check their Proposal carefully prior to submission as it may not be corrected after the Proposal has been received.
2. **Inadvertent Error**

NEOMED, in its sole discretion, may permit an Offeror alleging an inadvertent error to correct its Proposal after receipt.

1. **Proposals are Firm for Ninety (90) Days**
	1. Proposals are irrevocable by the Offeror for ninety (90) days after submission, subject to any subsequent negotiations and discussions between NEOMED and the Offeror.
	2. Beyond this ninety (90) day period, if no subsequent negotiations have taken place, Offerors will have the option to provide the specified equipment, supplies and/or services and honor the price stated in their Proposal or make a written request to withdraw their Proposal from consideration.
2. **Compliance with Terms and Conditions of this RFP**
	1. Offerors are required to comply with all parts of this RFP, including attachments, whether the Offeror had actual knowledge of the terms and conditions of this RFP and regardless of any statement of omission in the bid that might indicate an Offeror’s contrary intention.
	2. NEOMED will not agree to any additional or inconsistent terms or conditions proposed by the Offeror, unless NEOMED has reviewed the additional or inconsistent terms and conditions and determined that it is in the best interest of NEOMED to explore the options with all Offerors and provide all Offerors the opportunity to respond to such additional terms and conditions as NEOMED determines is in the best interest of the University.
	3. The terms and conditions of this RFP prevail over any inconsistent of additional terms or conditions of this RFP proposed by the Offeror, in the absence of NEOMED’s decision, to explore such inconsistent or additional terms or conditions proposed by an Offeror.
3. **Request for Additional Information**

NEOMED may request additional information to evaluate an Offeror’s responsiveness to this RFP or to evaluate the Offeror’s responsibility. If an Offeror does not provide the requested information, it may adversely impact NEOMED’s evaluation of the Offeror’s responsiveness or responsibility.

1. **Samples**
	1. NEOMED may require Offerors to provide sample equipment or supplies or examples of work, at the Offeror’s sole expense. Samples must clearly identify the Offeror, the RFP Number and the item the sample represents in this RFP. Samples shall become the property of NEOMED.
	2. NEOMED will return samples that are not destroyed by testing, at the Offeror’s expense, upon the Offeror’s timely request. NEOMED may keep the samples of the Offeror awarded the contract until the completion of the contract.
	3. Unsolicited samples submitted in response to this RFP will not be evaluated by NEOMED, and NEOMED may dispose of them in any way it chooses.
2. **Proposal Preparation**

NEOMED assumes no responsibility for costs incurred by an Offeror prior to the award of any contract resulting from this RFP. Total liability of NEOMED is limited to the terms and conditions of a resulting contract.

1. **Preference for Ohio Products**

A Proposal award may be subject to the domestic preference provisions of the Buy America Act, 41 U.S.C.A., 10a-10d, as amended, and to the preference for Ohio products under Ohio Revised Code Sections 125.09 and 125.11 and Ohio Administrative Code Rule 123:5-1-06.

1. **Suspension and Debarments**

NEOMED will not award a contract for equipment, supplies and/or services, funded in whole or in part with Federal funds, to a person who has been suspended or debarred from doing business with the State of Ohio and/or who appears on the ‘Exclusion’ list of the U.S. System for Award Management (https://www.sam.gov).

1. **Certification Regarding Contract Eligibility with Other Governmental Entities**

By signature affixed to the Request for Proposal Response and Proposal Certification Form, which is a part of this RFP, Offeror hereby certifies that Offeror has not, within the last seven (7) years been the subject of any government action to limit Offeror’s right to do business with the government. If Offeror cannot so certify, Offeror must provide a written explanation with its response to this RFP.

1. **Contract**

An Offeror determined to have submitted a Proposal that is in the best interest of NEOMED shall enter into a written contract with NEOMED within ten (10) days after receipt of notice from NEOMED, whereby Offeror agrees to provide the specified equipment, supplies and/or services pursuant to the terms and conditions and other requirements included with this RFP for the costs stated in its Proposal or as otherwise agreed to by NEOMED and Offeror.

1. **Contract Bond**

NEOMED reserves the right to request that Offeror provide a Contract Bond for payment and performance of Offeror’s obligations under the contract for which Offeror is selected. The Offeror shall include with its Proposal the cost of such a Contract Bond as a separate item. The form of the Contract Bond to be provided, if requested, by the Offeror is included with this RFP (Attachment 1).

1. **Non-Collusion**
	1. The Offeror and each person signing on behalf of the Offeror certifies, and in the case of Proposal by a joint venture, each member thereof certifies as to such member’s entity, under penalty of perjury, that to the best of the authorized individual’s information, knowledge and belief:
2. The Proposal amount, any unit prices and alternate pricing in the Proposal (together referred to as the “Proposal Amount”) have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Proposal with any other Offeror.
3. Unless otherwise required by law, the Proposal Amount has not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to the review of Proposals, directly or indirectly, to any other Offeror who would have any interest in the Proposal Amount.
4. No attempt has been made or will be made by Offeror to induce any other person or entity to submit or not to submit a proposal for the purpose of restricting competition.
	1. If NEOMED learns that an Offeror has engaged in collusion in the preparation of its Proposal, or reasonably suspects the same, NEOMED reserves the right to return the Proposal submitted without further review or consideration.
5. **Specifications**
	1. NEOMED is authorized to prepare specifications to obtain equipment, supplies and/or services. The purpose of the specification is to describe the equipment, supplies and/or services to be purchased and will serve as a basis for comparison of Proposal responses.
	2. NEOMED may use any form of specification it determines to be in the best interest of NEOMED and that best describes the equipment, supplies and/or services to be purchased.
	3. Specifications may be in the form of a design specification, a performance specification or a combination thereof. If NEOMED determines that a design, performance or combination specification is not in the best interest of NEOMED, it may use brand name or equal specifications.
	4. Where a brand name or equal specification is used, use of the brand name or equal specification is for the purpose of describing the base standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. Substantially equivalent equipment, supplies or services to those designated will be considered for award.
	5. If the description contained in a Proposal differs in any way from the specifications of this RFP, Offeror should provide a complete detailed description of the quotation including pictures and literature where applicable.
	6. Unless specific exception is made, NEOMED will assume a Proposal is being submitted exactly as the specifications of this RFP require.

**<INSERT VENDOR NAME>** has reviewed and agrees to the preceding Terms of Proposal Submission found in Attachment 4 of this RFP document.

|  |
| --- |
| **<Vendor Name>** |
| Signature of Authorized Representative |
|  |
| Printed Name |
|  |
| Title |
|  |
| Date |
|  |

Attachment 4. Non-Collusion Affidavit

Pursuant to the above referenced Northeast Ohio Medical University (“NEOMED”) Request for Proposal (the “RFP”), the bidder identified on the last table in this Non-Collusion Affidavit (the “Bidder”) certifies that:

1. The pricing and Bid Response submitted by the Bidder has been arrived at independently and without consultation, communication, collusion, and/or agreement with any other company and/or person who is a bidder and/or potential bidder on the RFP, and has not been disclosed to any other company and/or person who is a bidder and/or potential bidder on the RFP, and will not be disclosed to any company and/or person who is a bidder and/or potential bidder on the RFP before the opening of the Bid Responses by NEOMED;
2. No attempt has been made and/or will be made by the Bidder to induce any company and/or person to refrain from bidding on the RFP;
3. No attempt has been made and/or will be made by the Bidder to induce any other company and/or person who is a bidder and/or potential bidder on the RFP to submit any intentionally high and/or noncompetitive pricing and/or Bid Response;
4. The Bidder’s Bid Response is made in good faith and not pursuant to any agreement and/or discussion with any other company and/or person and/or inducement from any company and/or person to submit a complementary offer;
5. The Bidder, including its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency for any act prohibited by State and/or Federal law in any jurisdiction involving conspiracy and/or collusion with respect to bidding on any public contract, and have not, in the last four (4) years, been convicted of and/or found liable for any act prohibited by State and/or Federal law in any jurisdiction involving conspiracy and/or collusion with respect to bidding on any public contract; and
6. Neither NEOMED nor any other company and/or person (including any company and/or person who is a bidder and/or potential bidder on this RFP) has, have, and/or will receive from the Bidder, either directly or indirectly, any gifts, commissions, and/or similar items of value in connection with this RFP.

Any defined terms in the RFP shall have the same respective meanings in this Non-Collusion Affidavit. The Bidder hereby warrants that by signing this Non-Collusion Affidavit, it is certifying that the above statements are true and accurate as they relate to the Bidder as of the date in which this Non-Collusion Affidavit is signed by the Bidder as indicated below. The Bidder understands and acknowledges that the above representations are material and important, and will be relied on by NEOMED in awarding a Resultant Agreement. The Bidder understands and acknowledges that any misstatement in this Non-Collusion Affidavit is and shall be treated as fraudulent concealment from NEOMED of the true facts relating to the submission of the Bidder’s Bid Response.

**<INSERT VENDOR NAME>** has reviewed and agrees to the preceding Non Collusion Affidavit.

|  |
| --- |
| **<Vendor Name>** |
| Signature of Authorized Representative |
|  |
| Printed Name |
|  |
| Title |
|  |
| Date |
|  |

# Appendix 1. IDF Closet Details

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **IDF Closet Name** | **# of 1GbE Copper Ports** | **# of PoE+ Ports** | **# SFP+ Optics** | **Type of SFP+ Optic** |
| HWE1216 | 24 | 24 | 2 | LR |
| HWE1302-1 | 24 | 24 | 2 | LR |
| B176 | 144 | 144 | 2 | LR |
| B37 | 96 | 96 | 2 | LR |
| B59 | 144 | 144 | 2 | LR |
| C108 | 96 | 96 | 2 | LR |
| C139 | 144 | 144 | 2 | LR |
| CMU | 48 | 48 | 2 | LR |
| CONF | 144 | 144 | 2 | LR |
| E9 | 96 | 96 | 2 | LR |
| F127 | 48 | 48 | 2 | LR |
| F225 | 48 | 48 | 2 | LR |
| F325 | 48 | 48 | 2 | LR |
| L100 | 48 | 48 | 2 | LR |
| L219 | 144 | 144 | 2 | LR |
| P9 | 48 | 48 | 2 | LR |
| READ | 96 | 96 | 2 | LR |
| STEMM | 96 | 96 | 2 | LR |
| VILLAGE | 48 | 48 | 2 | LR |
| A145 | 192 | 192 | 2 | LR |
| B176 | 144 | 144 | 2 | LR |
| B33 | 240 | 240 | 2 | LR |
| D126 | 192 | 192 | 2 | SR |
| G225 | 144 | 144 | 2 | LR |
| HWE1019 | 240 | 240 | 2 | LR |
| HWE1703 | 192 | 192 | 6 | LR |
| HWE2036 | 192 | 192 | 2 | LR |
| LIEBELT | 144 | 144 | 2 | LR |
| MESHEL | 240 | 240 | 2 | LR |
| OLSON | 192 | 192 | 2 | LR |
| R177B | 192 | 192 | 2 | LR |
| RGE100 | 240 | 240 | 2 | LR |
| RGE200 | 240 | 240 | 2 | LR |
| RGE300 | 240 | 240 | 2 | LR |
| HWE1302-2 | 384 | 384 | 4 | LR |
| HWE2013 | 384 | 384 | 2 | LR |
| HWE3030 | 384 | 384 | 2 | LR |