



PROCUREMENT SERVICES

Request for Proposal

Date Issued: 1/23/12

Due Date/Time: 2/20/12, 3 p.m. EST

RFP #23-01-12 AVIGILON CAMERA SECURITY SYSTEM

Sealed proposals must be received at Procurement Services, located in the Administration Building, Room 197, Shawnee State University, Portsmouth, OH, 45662, by the date and time specified above, and opened immediately thereafter for the same Request for Proposal above. Proposals received after that date and time will be returned to the vendor unopened, upon request.

Proposals are to be submitted in accordance with the enclosed Response Instructions and Specifications. Bidders planning to attend the bid opening must notify Procurement Services at least 24 hours prior to the opening..

Questions pertaining to any specifications contained herein should be directed to Pat Carson at 740.351.3460.

Procurement Services shall at all times reserve the right to reject any or all proposals, award partial proposals, waive any proposal informalities or irregularities, and request new proposals if doing so is deemed to be in the best interests of Shawnee State University.

SHAWNEE STATE UNIVERSITY PROCUREMENT SERVICES

Pat L. Carson
Director of Procurement

PLEASE READ THE INFORMATION BELOW:

By signing this document, I am agreeing, on behalf of my firm, to the specifications of this RFP and accepting, without exception or amendment, Shawnee State University's Standard RFP Agreement Terms as set forth in Appendix A. All Purchase Orders resulting from this RFP shall be subject to these instructions, terms, and requirements that shall be incorporated therein.

SUBMITTED BY \_\_\_\_\_
(Company Name)

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_
(Printed Name and Title)

1 Should a bidder take exception to the University's Standard RFP Agreement Terms (Appendix A cited within) the bidder must submit such exceptions and/or amendments in writing to the contact above within five (5) business days prior to the Proposal Closing Date. The University reserves the right to reject some, all, or none of the proposed exceptions and/or amendments and asserts its Standard RFP Agreement Terms as described in Appendix A.



**REQUEST FOR PROPOSAL #23-01-12**

AVIGILON CAMERA SECURITY SYSTEM FOR SHAWNEE STATE UNIVERSITY  
PORTSMOUTH, OH 45662

JANUARY 23, 2012

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## SECTION I

### Definitions

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

**Addendum(a)**: Written instruments, issued solely by Shawnee State University Procurement Services (SSUPS), that detail amendments, changes, modifications, or clarifications to the specifications or terms and conditions of this Request for Proposal (RFP). Such written instruments shall be the sole method employed by SSUPS to amend, change, modify, or clarify this RFP, and any claims (from whatever source) that verbal amendments, changes, modifications, or clarifications have been made shall be summarily rejected by SSUPS.

**Agreement, Contract, Purchase Order**: Formal award resulting from the Request for Proposal or Request for Quotation.

**Design Services**: Engineering and/or architectural services which include the conceptual development, proposed design, and/or actual plan drawings, blueprints, and/or other schematics to produce a scope of services and work.

**FOB**: “Free on Board”; without charge to the purchaser for delivery on board or into a carrier at a specified point or location.

**SSU**: “Shawnee State University”

**SSUPS**: “Shawnee State University Procurement Services”

**The University**: “Shawnee State University”

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

**Proposal Closing Date**: The date and time specified in the RFP by which a sealed proposal must be received by SSUPS. Proposals received after the stated date and time will not be considered.

**Proposal Issue Date**: The date and time the RFP process is opened for submission by prospective vendors.

**Proposal, Quotation**: Response provided by proposer.

**Proposer, Vendor, Supplier**: Respondent to the RFP or RFQ.

**RFP**: Request for Proposal

**RFQ**: Request for Quotation

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

## SECTION II

### RFP Summary and Agreement Terms

#### Scope of This Agreement

Proposals are requested for an Avigilon Camera Security System for Shawnee State University, in Portsmouth, Ohio, as described herein. Proposals are to include the furnishing of all labor, equipment, materials, and installation.

This RFP is part of a competitive procurement process which helps to serve the University's best interests. It also provides contractors with a formal and unrestrictive opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the process of competitive sealed bidding. The latter process is usually used where the goods and services being procured can be precisely described and price is generally the determinative factor. With an RFP and competitive negotiation, however, price is not required to be the determinative factor, although it may be, and the University has the flexibility to negotiate with one or more contractors to arrive at a mutually agreeable relationship. Check your proposal carefully for it may not be corrected after the proposal has been opened

#### Brief Description of Shawnee State University

Shawnee State University is a state-assisted, open-enrollment institution of higher education, located in Scioto County, in south central Ohio. It is approximately 100 miles south of Columbus and directly across the Ohio River from Kentucky.

The University has a population of approximately 4,300 students and 511 full- and part-time faculty and staff and a \$55-60 million dollar annual operating budget. More than 80 master's, baccalaureate's, and associate's degree programs are offered in 30 major fields. The entire campus is served by a wireless network that includes all university buildings, all school property, and all university affiliated residence halls.

The University's enrollment has almost doubled in the past ten years.

#### RFP Agreement Terms

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

The University reserves the right to:

- Reject any or all proposals received in response to this RFP;
- Request clarification from any Bidder on any or all aspects of its proposal;
- Cancel and/or reissue this RFP at any time;
- Retain all proposals submitted in response to this RFP; and,
- Invite some, all, or none of the Bidder(s) for interviews and further negotiations/discussion. The University reserves the right to negotiate the pricing and all terms and conditions associated with this RFP process with the selected vendor(s).

See Appendix A for the entire Agreement Terms and Conditions (page 24 – 33).

**SECTION III****RFP Response Instructions**

**PROJECT SUMMARY:** Shawnee State University is seeking proposals for an **Avigilon Camera Security System**, as described herein. Bidder(s) should include information that demonstrates their ability to meet the requirements of this RFP.

**A. RFP SCHEDULE OF EVENTS**

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

RFP Issued via the University's website	January 23, 2012	
Mandatory pre-bid meeting and walk-through	February 3, 2012	at 1:30 p.m. EST
Deadline for submitting written questions	February 3, 2012	at 5 p.m. EST
Addendum posted to SSU website	February 8, 2012	by 5 p.m. EST
RFP proposal closing date	February 20, 2012	at 3 p.m. EST
Contract awarded/PO Issued	February 29, 2012	
Work to be completed by	June 15, 2012 or sooner	

**B. RFP INSTRUCTIONS****Bidders will submit the following:**

The following items are to be included in the proposal response package by the proposal due date and time. Failure to do so may invalidate the proposal response.

- Signed and dated RFP cover sheet
- Attachment A – RFP Response and Certification Form - (completed and signed)
- Attachment B – Pricing Schedule (completed and signed)
- Attachment C – Credit Card Acceptance Form (completed and signed)
- Attachment D – Declaration of Material Assistance Form (completed and signed)
- References -- Contact name, telephone number, and email address of at least three (3) institutions of higher education or public or private entities, where Bidder has sold and installed Avigilon equipment similar to the system proposed in this RFP, within the past two years.
- Equipment list, itemizing major system components
  - Server with hard drive storage and software
  - 4-Port encoders
  - Gigabit POE switch
  - Surge protectors
- Data sheets for all equipment
- Copies of all product warranties
- Detailed description of bidder's warranty and service arrangements, including applicable phone numbers
- Any other information that may assist the University's evaluation

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

### C. MANDATORY PRE-BID MEETING AND WALK-THROUGH

A mandatory pre-bid information meeting and walk-through will be held on **Friday, February 3, 2012**, at Shawnee State University, Advanced Technology Center, Facilities Conference Room (Rm. 148), 940 Second Street, Portsmouth, Ohio, beginning at 1:30 p.m. **All contractors interested in this bid are required to attend the pre-bid meeting and walk-through.**

### D. RFP QUESTIONS

Bidders must submit written questions regarding this RFP by **5 p.m., EST, on Friday, February 3, 2012**. All questions should be submitted via email as indicated below. Answers to questions submitted by the deadline will be issued via an addendum posted to the University's website no later than **5 p.m. EST, February 8, 2012**.

During the University's competitive selection process, up to and including the issuance of a final letter of award, under no circumstances may a Bidder contact other individuals at the University to discuss any aspect of this inquiry or attempt to influence the process. Failure of a Bidder to comply with this protocol may invalidate their proposal response.

Questions pertaining to this RFP must be directed solely to:

Pat Carson, Director of Procurement  
Shawnee State University  
940 Second Street  
Portsmouth, OH 45662  
Email: [pcarson@shawnee.edu](mailto:pcarson@shawnee.edu)

### E. RFP PROPOSAL CLOSING DATE AND LOCATION

**Responses to this RFP must be received by 3 p.m., EST on February 20, 2012.**

The University accepts no responsibility for delays in the university mail system, the U.S. Postal Service, or any commercial mail carrier. It is the responsibility of the respondent to ensure that its proposal is delivered to the proper place by the proper time. **Any proposals received after the stated date and time, or those that do not contain the correct number of copies will be disqualified.**

#### **Proposals will be received at:**

*Mailing Address:* Shawnee State University  
Procurement Services  
940 Second Street  
Portsmouth, Ohio 45662-4344

*Delivery Address:* Shawnee State University  
Procurement Services  
Administration Building, First Floor, Room 197  
Portsmouth, Ohio 45662

#### **Bid envelopes shall be sealed and clearly marked:**

RFP #23-01-12 Avigilon Camera Security System

#### **Bid envelopes must include:**

One (1) original and six (6) copies of Bidder's proposal

**Fax or e-mail responses will not be accepted.**

**SECTION IV****Request for Proposal Specifications****AVIGILON CAMERA SECURITY SYSTEM**

Shawnee State University is seeking proposals from qualified bidders for an Avigilon Camera Security System, as described below. The system must be compatible with other Avigilon equipment currently on campus.

Delivery of the equipment is to be FOB Shawnee State University.

**A. SCOPE OF WORK**

1. The work covered by this RFP shall include all labor, equipment, materials, and installation of new Avigilon servers, encoders, UPS, surge protectors, and software specified herein. All existing camera DVRs will be replaced with Avigilon servers and software as listed below. All existing analog cameras will be connected to the new servers via Avigilon encoders. The new servers will be connected to the existing campus network for viewing from various workstations. New equipment will be installed into existing data racks. Surge protection must be provided on all existing analog coax cables.
2. **INSTALLATION MUST BE COMPLETED, ACCEPTED BY THE UNIVERSITY, AND INVOICED AS SOON AS POSSIBLE BUT NO LATER THAN JUNE 15, 2012.**
3. All systems provided under this RFP shall be manufactured by Avigilon unless otherwise noted.
4. The system must have the ability to view any and all cameras through a secure site on the Internet. All video feed, live and recorded, must be accessible from the Web.
5. The system calculations and configurations listed in this RFP were designed to accommodate future growth. Adjustments to storage calculations will not be accepted.
6. The material listed below is to be delivered and installed at the following locations:

a) Campus View, Town Houses, and University Center

60 existing analog cameras. Provide approximately 29 days of video at 50% motion at quality level 6 using 8ips. There is an existing Avigilon 10TB server and 20 unused camera channels at this location.

- 1) 1 Avigilon 2.5TB-HD-NVR HD NVR, 2.5 TB Storage, 2U Rack Mount
- 2) 1 Avigilon HD-NVR-EXP2-10tb, RAID 6 Expansion, 3U Rack Mount
- 3) 1 Avigilon HD-NVR-EXP2-Card, expansion card for NVR servers
- 4) 1 Black Hawk MRQ100V10 MinRaQ 10U Wall Mount Open Frame
- 5) 1 LG L1734S-BN 17" LCD, Analog, Black, Tilt, Resolution 1280 x 1024, Brightness 300 cd/m<sup>2</sup>, Contrast Ratio 700:1, Response Time 5 ms
- 6) 1 Cisco SRW224G4P-K9-NA -SF300-24P - 24P - Switch - L3 - managed - 24 x 10/100 + 2 x combo Gigabit SFP + 2 x10/100/1000 - rack-mountable - PoE - Power budget 180 Watts - Switch capacity 12.8 Gbps

- 7) 15 Avigilon ENC-4P-H264 Port Analog Video Encoder
- 8) 15 Ditek DTK4VP Four Port Video Surge Protector
- 9) 5 Avigilon ENC-BRK1U Mounting bracket for 3 Avigilon Analog Video Encoders in 1U of standard rack space
- 10) 9 Bolide Tech Group -DR-AD300 Coaxitron Converter for existing PTZ Cameras

b) James A. Rhodes Athletic Center

18 existing analog cameras. Provide approximately 45 days of video at 50% motion at quality level 6 using 8ips. Three camera licenses remain available. Three ports remain available on the switch.

- 1) 1 Avigilon 8C-HD-NVMS-ENT Enterprise HD NVMS for up to 8 camera channels and unlimited viewing clients
- 2) 1 Avigilon 5.0TB-HD-NVR HD NVR, 5.0 TB Storage, 2U Rack Mount
- 3) 1 LG L1734S-BN 17" LCD, Analog, Black, Tilt, Resolution 1280 x 1024, Brightness 300 cd/m2, Contrast Ratio 700:1, Response Time 5 ms
- 4) 1 Cisco SRW208P 8-port 10/100 POE Ethernet Switch with two Gigabit/Mini-GBIC ports - 61 watt total power budget
- 5) 5 Avigilon ENC-4P-H264 Analog Video Encoder
- 6) 5 Ditek DTK4VP Four Port Video Surge Protector
- 7) 2 Avigilon ENC-BRK1U Mounting bracket for 3 Avigilon Analog Video Encoders in 1U of standard rack space

c) Children's Learning Center and Cedar House

21 existing analog cameras. Provide approximately 35 days recording video at 50% motion at quality level 6 using 8ips. Two ports remain available on the switch.

- 1) 1 Avigilon 8C-HD-NVMS-ENT Enterprise HD NVMS for up to 8 camera channels and unlimited viewing clients
- 2) 1 Avigilon 5.0TB-HD-NVR HD NVR, 5.0 TB Storage, 2U Rack Mount
- 3) 1 LG L1734S-BN 17" LCD, Analog, Black, Tilt, Resolution 1280 x 1024, Brightness 300 cd/m2, Contrast Ratio 700:1, Response Time 5 ms
- 4) 1 Cisco SRW208P 8-port 10/100 POE Ethernet Switch with two Gigabit/Mini-GBIC ports – 61 watt total power budget
- 5) 6 Avigilon ENC-4P-H264 Port Analog Video Encoder
- 6) 6 Ditek DTK4VP Four Port Video Surge Protector
- 7) 2 Avigilon ENC-BRK1U Mounting bracket for 3 Avigilon Analog Video Encoders in 1U of standard rack space

d) Massie Hall

10 existing analog cameras. Provide approximately 50 days recording video at 50% motion at quality level 6 using 8ips. Five camera licenses remain available. Five ports remain available on the switch.

- 1) 1 Avigilon 8C-HD-NVMS-ENT Enterprise HD NVMS for up to 8 camera channels and unlimited viewing client
- 2) 1 Avigilon 5.0TB-HD-NVR HD NVR, 5.0 TB Storage, 2U Rack Mount
- 3) 1 LG L1734S-BN 17" LCD, Analog, Black, Tilt, Resolution 1280 x 1024, Brightness 300 cd/m2, Contrast Ratio 700:1, Response Time 5 ms
- 4) 1 Cisco SRW208P 8-port 10/100 POE Ethernet Switch with two Gigabit/Mini-GBIC ports - 61 watt total power budget
- 5) 3 Avigilon ENC-4P-H264 Analog Video Encoder
- 6) 3 Ditek DTK4VP Four Port Video Surge Protector
- 7) 1 Avigilon ENC-BRK1U Mounting bracket for 3 Avigilon Analog Video Encoders in 1U of standard rack space
- 8) 1 Bolide Tech Group DR-AD300 Coaxitron Converter for existing PTZ camera

e) Vern Riffe Center for the Arts

16 existing analog cameras. Provide approximately 50 days recording video at 50% motion at quality level 6 using 8ips. Four camera licenses remain available. Four ports remain available on the switch.

- 1) 1 Avigilon 8C-HD-NVMS-ENT Enterprise HD NVMS for up to 8 camera channels and unlimited viewing client
- 2) 1 Avigilon 5.0TB-HD-NVR HD NVR, 5.0 TB Storage, 2U Rack Mount
- 3) 1 LG L1734S-BN 17" LCD, Analog, Black, Tilt, Resolution 1280 x 1024, Brightness 300 cd/m2, Contrast Ratio 700:1, Response Time 5 ms
- 4) 1 Cisco SRW208P 8-port 10/100 POE Ethernet Switch with two Gigabit/Mini-GBIC ports - 61 watt total power budget
- 5) 4 Avigilon ENC-4P-H264 Analog Video Encoder
- 6) 4 Ditek DTK4VP Four Port Video Surge Protector
- 7) 2 Avigilon ENC-BRK1U Mounting bracket for 3 Avigilon Analog Video Encoders in 1U of standard rack space

f) Advanced Technology Center

16 existing analog cameras. Provide approximately 50 days recording video at 50% motion at quality level 6 using 8ips. Four camera licenses remain available. Four ports remain available on the switch.

- 1) 1 Avigilon 8C-HD-NVMS-ENT Enterprise HD NVMS for up to 8 camera channels and unlimited viewing client

- 2) 1 Avigilon 5.0TB-HD-NVR HD NVR, 5.0 TB Storage, 2U Rack Mount
- 3) 1 LG L1734S-BN 17" LCD, Analog, Black, Tilt, Resolution 1280 x 1024, Brightness 300 cd/m2, Contrast Ratio 700:1, Response Time 5 ms
- 4) 1 Cisco SRW208P 8-port 10/100 POE Ethernet Switch with two Gigabit/Mini-GBIC ports - 61 watt total power budget
- 5) 4 Avigilon ENC-4P-H264 Analog Video Encoder
- 6) 4 Ditek DTK4VP Four Port Video Surge Protector
- 7) 2 Avigilon ENC-BRK1U Mounting bracket for 3 Avigilon Analog Video Encoders in 1U of standard rack space

## **B. QUALITY ASSURANCE**

1. The Contractor shall be an authorized distributor of Avigilon products with full warranty privileges.
2. The Contractor shall maintain at his facility the necessary spare parts in the proper proportion as recommended by the equipment manufacturer to maintain and service the equipment being supplied.
3. The Contractor and/or Contractor's installers shall have attended the manufacturer's installation and service school.
4. The Contractor shall furnish manufacturer's manuals of the completed system including individual specification sheets, schematics, inter-panel and intra-panel wiring diagrams. In addition, all information necessary for the proper maintenance and operation of the system must be included.
5. All electrical components shall be listed by Underwriters' Laboratories (UL). Proof of such listing shall be furnished at time of submittal. All equipment shall be installed and connected in strict accordance with the manufacturer's recommended instructions.
6. Warranty service shall be provided during normal business hours. Emergency service shall be provided at standard published rates 24 hours a day, 7 days a week with a guaranteed response time of 4 hours.

## **C. EQUIPMENT HARDWARE AND SOFTWARE**

1. Network Video Recorder

The cameras and software shall be manufactured by Avigilon. The system shall provide the number of ports adequate to meet the specifications and will be provided with the storage capacity specified and include viewing clients and support industry standard H.264 and JPEG2000 progressive compression format. The system will include a license for all cameras as shown. The servers shall provide the following functions and features:

- a) The Network Video Management Software (NVMS) shall:
  - 1) Be Avigilon Control Center (ACC) (latest version). The NVMS software shall be pre-loaded on turn-key NVR workstations and servers with configurable storage.

- 2) Be an enterprise level software solution that is scalable from one client, server, and camera to hundreds of clients, servers, and cameras.
- 3) Consist of server software applications and unlimited client software applications.
- 4) Include the following applications:
  - Server Software Applications
    - Control Center Server
    - Control Center Admin Tool
  - Client Software Applications
    - Control Center Client
    - Control Center Player
    - Control Center Camera Installation Tool
- 5) Permit client software applications to be installed and run on both the same computer or on separate computers.
- 6) Support edge based storage and processing of video inputs.
- 7) Support High Definition Stream Management (HDSM) architecture, which supports:
  - Industry standard JPEG2000 progressive compression format
  - Reduction of required client bandwidth and processing power by only transmitting what is necessary to view the video stream at full quality (e.g. if a user is viewing a 5MP camera in a 1MP window then a 1MP representation of the 5MP image will be transmitted).
  - Automatic Multistream on Avigilon H.264 megapixel cameras (e.g. if user is viewing multiple 2mp cameras on a 1mp monitor HDSM will display a lower resolution until digital zoom is utilized)
- 8) Support recording and management of video sources including:
  - Avigilon HD IP Cameras (1 to 29 Mega pixels), Composite video from analog cameras, PTZ domes and thermal imagers via Avigilon ENC-4PORT analog encoder
- 9) Support recording and monitoring video streams from sources with bandwidth up to 90 Mbit/sec, frame rate up to 60fps, and resolution up to 29MP (6576x4384).
- 10) Require no proprietary recording hardware, no hardware multiplexer or time-division technology for video recording or monitoring.
- 11) Not limit the storage capacity and shall allow for gradual upgrades of recording capacity.
- 12) Digitally sign recorded video using 256-bit encryption so video can be authenticated for evidentiary purposes.
- 13) Securely transmit all command and control data via TCP/IP using cryptographic keys based on SSL to prevent eavesdropping or tampering.
- 14) Be on a turnkey NVR platform utilizing enterprise-grade servers and workstations preloaded with NVMS software and tested to manufacturer specifications for deployment in enterprise applications.
- 15) Be upgraded from one version to another without the user having to uninstall the previous version.
- 16) Automatically detect if video source firmware is out of date and upgrade.
- 17) Automatically detect if client application software is out of date and upgrade.
- 18) Run as a service configured to automatically start when the NVR is powered on and automatically recover from failure or attempted tampering.

- 19) Allow system administration and live and recorded video monitoring from a single client application that can be located anywhere on the network.
- 20) Automatically discover video sources connected to the same network.
- 21) Provide a search functionality to discover video sources connected on a different network segment.
- 22) Provide administration of all system connections from a single window.
- 23) Detect if the camera signal is lost and alert the system administrator.
- 24) Provide the capability to rename all video sources and NVRs.
- 25) Record video streams based on a recording schedule that can be defined individually for each video source. The schedule shall be created with the following parameters:
  - Recording Mode
    - Continuous
    - Motion
    - Alarm
    - Motion or Alarm
    - Disabled
  - Time and Date Settings
    - Daily
    - Weekly
- 26) Provide a pre-alarm and post-alarm recording option.
- 27) Provide a reference frame recording option in the absence of motion or alarm events.
- 28) Perform motion detection on each individual video source with adjustable sensitivity, threshold and detection zones.
- 29) Provide the ability to change image quality and image rate parameters on each individual video source.
- 30) Provide the ability to reduce the image rate of the recorded video over time as a means of increasing record time. The image rate can be reduced to one half or one quarter of the original image rate.
- 31) Perform dynamic bandwidth management to ensure that the total bandwidth does not overload the system.
- 32) Authenticate users before granting access to the system. Access rights for each user can be defined and shall include the ability to:
  - View live images
  - Use PTZ controls
  - Lock PTZ controls
  - View recorded images
  - Export images
  - Set up cameras and NVRs
  - Create and modify users and groups
- 33) Provide the ability to import Windows users and use Windows credentials to authenticate users.

- 34) Provide the ability to email system administrators when an event or system health error occurs.
- 35) Provide a maintenance log and audit trail of all system errors and events.
- 36) Provide the ability to change the security level on a video source to prevent lower level users from viewing the video stream.
- 37) Provide the ability to enable and configure PTZ control on the RS-485 interface of a video source.
- 38) Provide the ability to change the network settings for a video source.
- 39) Provide the ability to change the exposure, iris, focus, and white balance settings for a video source.
- 40) Provide the ability to change the image dimensions for a video source.
- 41) Support live or recorded video monitoring of 1 to 36 video streams simultaneously on a single monitor.
- 42) Support an unlimited number of monitors for monitoring video streams.
- 43) Provide the ability to monitor live and recorded video streams simultaneously on the same monitor.
- 44) Provide the ability to view the same live or recorded video stream at different zoom levels.
- 45) Support the creation of unlimited views with unique layouts of video streams.
- 46) Support the ability to view "full screen."
- 47) Support the ability to save views.
- 48) Support the ability to cycle through views (guard tour) based on a specified interval.
- 49) Display all video sources connected to the system.
- 50) Support the ability to drag and drop a video source from a tree of video sources into a window for live or recorded video monitoring.
- 51) Support the ability to drag and drop a view from a tree of views into a window for live or recorded video monitoring.
- 52) Support digital zooming and panning on live and recorded video streams.
- 53) Provide the ability to control mechanical pan-tilt-zoom, iris, and focus as well as setting presets and patterns.
- 54) Support locking PTZ controls.
- 55) Support forward and reverse playback of recorded video at variable speeds.
- 56) Synchronously playback recorded video from selected video sources.

- 57) Support navigation of recorded video via calendar, timeline, or events.
  - 58) Support a timeline that displays all connected video sources and the corresponding motion, alarm, and recording events.
  - 59) Support a timeline that can display the entire time range down to one second of recorded video.
  - 60) Support creating bookmarks for recorded video and displaying the bookmarks on the timeline.
  - 61) Support searching through recorded video based on various search criteria including time, date, video source, and events.
  - 62) Support searching through recorded video based on motion in user defined areas (pixel search).
  - 63) Provide the ability to export recorded video in the following formats:
    - Native
    - JPEG
    - PNG
    - TIFF
    - AVI
  - 64) Provide the ability to snapshot a live or recorded image and export it from the system.
  - 65) Support viewing of video that was exported in Native format.
  - 66) Authenticate video exported in Native format to validate that no tampering has occurred.
  - 67) Support the conversion of video exported in Native format to an industry standard format.
2. Analog Video Encoder (Model ENC-4PORT)
    - a) Video Channels: 4
    - b) Video Standard: NTSC, PAL
    - c) Video Format: Composite Video
    - d) Video Input: BNC 1.0 Vpp with 75 Ohm selectable termination
    - e) Max resolution: 720 (H) x 480 (V) NTSC 720 (H) x 576 (V) PAL
    - f) Image Compression: H264 and Motion JPEG Compression
    - g) Image Rate: 30 NTSC 25 PAL
    - h) I/O Terminals: 4 Alarm In, 4 Alarm Out; terminal strip
    - i) Serial Communications: RS-485; terminal strip
    - j) 4 audio in, 4 audio out
  3. Gigabit Switch
    - a) Provide a 24-port gigabit POE switch at locations listed. Each switch shall provide power distributed between all ports. The gigabit switch shall meet 802.3af standards and be Cisco as specified.

4. Coax Surge Protectors

- a) Provide a 4-port BNC video surge protector for each Avigilon encoder equal to Ditek model DTK4VP.

**D. INSTALLATION**

1. Bidder shall provide all labor, equipment, mounting brackets, wiring, and miscellaneous material required for the installation of a complete and operating system in accordance with applicable local, state, and national codes and the manufacturer's recommendations.
2. Bidder is responsible for final system connections, a complete functional test of the system, and a written report to the University attesting to satisfactory operation of the system.
3. The University will provide AC power and ground connection.

**E. TRAINING**

1. Bidder shall ensure that the University's representative (operator) is fully trained on the operation of the system. The training session shall last a minimum of 8 hours and shall include, but not be limited to:
  - a) Programming functions
  - b) General operations
  - c) Review of recorded video

**F. WARRANTY**

1. The Bidder shall warrant the completed system, wiring, and equipment to be free from mechanical and electrical defects for a period of 1 year from the date of the completed and certified test.

SECTION V

**Proposal Requirements and Evaluation Criteria**

**1. RESPONSE FORMAT**

In order to receive consideration, companies responding to this proposal are required to submit one (1) original and six (6) copies of their proposal in a sealed envelope or package clearly indicating the contents, before and no later than the date and time specified on the RFP. All aspects of the proposal must be clearly explained; the bidder should not assume an opportunity to add further information will exist after submission.

- Each copy of the proposal should be bound in a single volume and marked either “original” or “copy.” All documentation submitted with the proposal should be bound in that single document. Proposals should follow the format of the RFP, and each response should reference the number and headings as listed in the RFP.
- All prices must be clearly set forth. Bidders are cautioned to write all descriptions and prices clearly so there is no doubt as to the intent and scope of the proposal. Erasures and other changes in the proposal must bear the signature or initials of the bidder. In the event of a price discrepancy, unit prices will prevail.
- **Signatures required:** The RFP cover sheet and Attachments A, B, C, and D (if applicable) must be completed and signed by the person authorized by the bidder to sign such documents on their behalf. Proposals in the amount of \$100,000 or more must include a completed and signed Declaration of Material Assistance (Attachment D). Failure to sign the proposal or submit the required signed forms may disqualify the proposal. Any proposal that does not include prices, terms, the RFP number, date, and a realistic delivery promise may be considered an incomplete proposal.
- Proposers may submit any number of proposals, but if more than one proposal is submitted, they should be included in the same document. For each distinct alternate proposal, add an appendix containing only those sections that differ from the main proposal. For each such instance, include an identifier such as Appendix A at the center top of the page..

**2. EVALUATION CRITERIA**

All responses will be evaluated on the following criteria:

- Responsiveness to all specifications in the RFP
- Overall quality of the goods and services being offered
- Financial proposal (including discounts/pricing offered)
- Acceptance of credit card payment
- References (as described within this document)
- Other criteria determined by the University to be relevant
- Minority Business Participation: The University has a goal consistent with the State of Ohio legislative mandate to procure a percentage of its goods and services from State Certified Minority Vendors (CMV) and/or Encouraging Diversity Growth and Equity (EDGE) vendors. To help the University in this effort, vendors are asked to confirm their MBE and/or EDGE certification eligibility.

**3. BIDDERS MUST:**

- Complete and sign the RFP Cover Sheet and Attachments A, B, C, and D (if applicable). Failure to do so may invalidate your proposal.
- Provide proposal exactly as specified in this RFP.

- Submit one (1) original and six (6) copies of their proposal. Failure to do so will invalidate your proposal.
- Include F.O.B. Destination, freight Pre-Paid and Allowed in all prices listed on Attachment B, Pricing Schedule. All shipping and delivery charges must be included in the price shown on Attachment B.
- Include a proposed installation date on Attachment B, Pricing Schedule.
- State any other miscellaneous charges that may apply.
- Include any applicable rebate/discount offered with associated payment terms offered (Net 10, Net 20, etc.)
- Agree to any other terms required within this RFP.
- Respond to other items as directed.

All prices **MUST BE FIRM**. Proposers will be expected to deliver on order(s) at the price quoted.

It is requested that those vendors who do not desire to submit a proposal indicate the same by submitting a "No Proposal" to SSUPS.



ATTACHMENT A

REQUEST FOR PROPOSAL RESPONSE AND CERTIFICATION FORM

This form must be completed and signed or your bid will be judged non-compliant and disqualified as non-responsive.

By signing below, Contractor warrants that it is not subject to an unresolved finding for recovery under ORC 9.24. If the warranty is false on the date the parties sign an Agreement resulting from this RFP, such and any future Agreement is void ab initio, and the Contractor must immediately repay to the State any funds paid under any such Agreement.

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

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

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

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

Date: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Email: \_\_\_\_\_

Bidder is an individual, the sole shareholder of a corporation, or the sole member of a limited liability company.

Bidder is NOT an individual, the sole shareholder of a corporation, or the sole member of a limited liability company.

Federal Tax ID or Social Security Number: \_\_\_\_\_

All bids submitted are taken by the University as offers to sell by the bidder and acceptance shall occur only by the issuance of a University Purchase Order or Procurement Card or where appropriate, upon the execution of a written contract.

ELECTRONIC INVOICING AND PAYMENT CAPABILITY

All bidders must complete the following information:

1. Does your company offer electronic invoicing?  Yes  No

If yes, please specify method: \_\_\_\_\_

2. Is your company capable of receiving payment via ACH transfer?  Yes  No

BUY OHIO

Economic preference shall be awarded to Ohio Bidders and Bidders from "Border" states (Indiana, Kentucky, Michigan, New York, Pennsylvania, and West Virginia), provided those states do not impose economic restraints on products produced or mined in Ohio. An "Ohio Bidder" describes one who offers Ohio products (defined to mean products which are mined, excavated, produced, manufactured, raised, or grown in the state by a person where the input of Ohio products, labor, skill or other services constitutes no less than 25 percent of the manufactured cost) or a Bidder who demonstrates significant Ohio economic presence (defined to mean business organization that: have sales offices, divisions, sales outlets or manufacturing facilities in Ohio or facilities demonstrate a significant capital investment in Ohio; pay required taxes to the state of Ohio; and are registered and licensed to do business in the state of Ohio with the office of Secretary of State).

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

**BUY AMERICAN**

The goods  are or  are not produced or mined in the United States of America, its possessions, or Puerto Rico.

**MINORITY BUSINESS ENTERPRISE**

The bidder  is or  is not a minority business enterprise. A minority business enterprise is defined as an individual, partnership, corporation, or joint venture of any kind that is owned and controlled by United States citizens, residents of Ohio, who are certified by the state of Ohio Equal Opportunity Center, and who are one of the following economically disadvantaged groups: African-Americans, Native-Americans, Asian-Americans, and Hispanic-Americans.

**E.D.G.E. (ENCOURAGING DIVERSITY, GROWTH, AND EQUITY) ENTERPRISE**

The bidder  is or  is not an E.D.G.E. certified vendor. An EDGE participant must be a small, socially and economically disadvantaged business enterprise owned and controlled by U. S. citizens, who are Ohio residents, and who are certified by the state of Ohio Equal Opportunity Center.

**CONFLICT OF INTEREST**

- The bidder certifies that **none** of the company's directors, principal officers, or any family members (includes spouse, child, sibling, parent, grandparent, or grandchild) of company's directors or principal officers are employed by or an agent or officer of Shawnee State University.
- If any of the bidder's directors, principal officers, or family members is an employee, agent, or officer of Shawnee State University, **the bidder certifies such person(s) name(s) and position(s) below:**

<b>NAME</b>	<b>TITLE</b>

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

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

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

**Note:** The provisions of this form are based on University regulations and the requirements of the Ohio Revised Code, Sections 125.081, 125.09, and 125.11.



**ATTACHMENT B**

PRICING SCHEDULE

*This form must be completed and signed or your bid will be judged non-compliant and disqualified as non-responsive.*

Proposal of: \_\_\_\_\_  
Company Name

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the contracted equipment and services as required pursuant to the aforementioned documents. The following sums represent the bidder's total pricing structure, based on a commitment to the entire project, per the requirements listed in this RFP. If favored with this order, bidder agrees to furnish the items hereon at the prices quoted.

Avigilon\_Camera Security System, to include all equipment, software, installation, and training, as specified herein \$ \_\_\_\_\_

*Additional:*

Total cost for any proposed service or maintenance agreements \$ \_\_\_\_\_

Year 1 following warranty \$ \_\_\_\_\_

Multi-year agreement (specify) following warranty \$ \_\_\_\_\_

Any other fees or expenses not listed above (specify): \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

**Date by which installation can be completed:** \_\_\_\_\_

**Payment Terms**

The following payment term options and discounts are quoted (the University's suggested payment terms are NET 30). Bidder may offer additional payment term options and discounts for the University to consider.

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

**Addenda Checklist**

Receipt is hereby acknowledged of the following addenda to this RFP.

*(Initial if applicable)* No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_

Respectfully submitted, By: \_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_



**ATTACHMENT C**

CREDIT CARD ACCEPTANCE FORM

*This form must be completed and signed or your bid may be judged non-compliant and disqualified as non-responsive.*

Will your company accept credit cards?  Yes  No

If yes, what is the maximum dollar limit per transaction, if any? \$ \_\_\_\_\_

Does your company charge a fee for the use of credit cards?  Yes  No

If yes, under what circumstances? \_\_\_\_\_

(Indicating "yes" will be viewed as an extra charge. Companies are strongly discouraged from charging credit card transaction fees.)

If yes, what is the percentage charged for each transaction? \_\_\_\_\_%

COMPANY \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINT NAME \_\_\_\_\_ TITLE \_\_\_\_\_

**ATTACHMENT D**

DECLARATION OF MATERIAL ASSISTANCE

*Proposals totaling \$100,000 or more must include this completed, dated, and signed form.*

\*\*\*\*\* **FOR INSTRUCTIONAL USE ONLY** \*\*\*\*\*

**READ BEFORE COMPLETING YOUR DMA FORM**

**Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.**

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the “State Issued License” DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the “Public Employment” DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the “Government Business and Funding Contracts” DMA form must be completed (HLS 0038). The Pre-certification form (HLS 0035) should only be completed if you are specifically instructed to do so by the agency or office requesting the form.
- Your DMA form is to be submitted to the issuing agency or entity. “Issuing agency or entity” means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce’s Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce’s Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.
- Department of Public Safety Divisions:

Administration	Ohio Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical Services	Ohio State Highway Patrol
- **DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.**

\*\*\*\*\* **FOR INSTRUCTIONAL USE ONLY** \*\*\*\*\*

(Continued on next page)



**GOVERNMENT BUSINESS AND FUNDING CONTRACTS**  
 In accordance with section 2909.33 of the Ohio Revised Code

**DECLARATION REGARDING MATERIAL ASSISTANCE/NO ASSISTANCE TO A TERRORIST ORGANIZATION**

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

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

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

**COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR**

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

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

LAST NAME	FIRST NAME	MI
BUSINESS/ORGANIZATION NAME		PHONE
BUSINESS ADDRESS		
CITY	STATE	ZIP
		COUNTY

**DECLARATION**

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

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

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

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

**CERTIFICATION**

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

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
DATE

## Appendix A:

### Standard RFP Agreement Terms and Conditions

1. **Acceptance of Products and Services:** All products furnished and all services performed under this Contract shall be to the satisfaction of the University and in accordance with the specifications, terms, and conditions of the Contract. The University reserves the right to inspect the products furnished or the services performed and to determine the quality, acceptability, and fitness of such products or services.
2. **Additional Information:** The University reserves the right to contact any bidder for clarification of information submitted, to contact current and past customers referenced in the proposal, and to use other sources of obtaining information regarding the bidder, which may be deemed appropriate and would assist in the evaluation. In addition, the University reserves the right to negotiate any point in the proposal or the subsequent contract with the selected bidder.
3. **Applicable Laws:** Awarded respondents 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.

4. **Assignment:** Any agreements entered into as a result of this offering may not be assigned by the selected vendor without the expressed written consent of the University.
5. **Auditing Policy:** The selected vendor(s) on this agreement will be required to cooperate with any outside auditor employed by the University, for the sake of monitoring that the vendor is complying with the terms of this agreement. If discrepancies are found and they appear to be unintentional, the successful vendor will correct the situation and return any overpayments that may have been made by SSU. Any appearance of intentional wrong doing by the vendor will be cause for the immediate cancellation of any agreement entered into the University and the selected vendor and the difference of overpayment shall be reimbursed to SSU.
6. **Awards:** Any agreement entered into as a result of this inquiry may be awarded to one supplier or to several as multiple awards, whichever is in the best interest of the purpose and intent of the University. The University reserves the right to judgment concerning quality of product, service, and the supplier(s) capability to service the agreement. If an award is made, the vendor(s) determined to have offered the best overall value to the University shall be accepted
7. **Bid Response:** It is the sole responsibility of the bidder to submit their bid response ON TIME and at the location shown within this RFP. **Requests for extension of the due date or time may not be considered. LATE BIDS, E-MAIL OR FAX RESPONSES WILL NOT BE ACCEPTED.**
8. **Campaign Contributions:** Company 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.
9. **Cancellation for Lack of Funding:** The University may, upon written notice to the proposer receiving the contract, suspend or terminate the unpaid balance of the contract without any further obligation on the part of the University in the event that the Ohio General Assembly fails to appropriate sufficient funds, in a subsequent biennium, to assure full performance of the contract's terms. The supplier(s) shall be notified in writing of such non-appropriation at the earliest opportunity.
10. **Cash Discount and Procurement Card:** The University will endeavor to use any cash terms offered and these may be considered in determining the bidder's final net price depending on the discount period.

## Appendix A:

### Standard RFP Agreement Terms and Conditions (continued)

In the event that the University 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 has expanded and continues to expand its 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 payments via the University's credit card are acceptable to your firm at the price(s) quoted. Added fees or surcharges that apply for payments via credit cards must be identified in the bidder's proposal and will be used in the selection criteria.

11. **Compliance:** Bidder(s) warrant that both in submission of its proposal and performance of any resultant purchase order or contract, Bidder will comply with all applicable Federal, state, and local laws, regulations, rules, and/or ordinances.
12. **Conflict of Interest:** By submitting a response to this RFP, bidder acknowledges that no conflict of interest exists between the bidder and Shawnee State University, or consultant and its employees, or any members of their families in relation to any university policies or guidelines or state laws. Any person who acquires a conflicting personal interest as of the date the work herein is to begin shall immediately disclose such interest to the University in writing.
13. **Contract Amendments:** The Contract may be amended within the Contract period by mutual consent of the parties. No modification or amendment to the Contract shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the Contract must be forwarded to the University's Director of Procurement for prior review and approval.
14. **Contract Completion:** If the University cannot reach an agreement with the selected firm within thirty (30) days after their selection, the University reserves the right to award a contract to the firm determined to be the next most qualified.
15. **Contract Extension:** It is understood and agreed that Shawnee State University reserves the right to extend the contract period a maximum of thirty (30) days beyond the normal expiration date of this contract. Any further extension as may be required shall be through mutual assent.
16. **Declaration Regarding Material Assistance/Non Assistance to a Terrorist Organization:** Company hereby represents and warrants that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to any organization identified by and included on the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the 'Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization.' Contractor further represents and warrants that it has provided or will provide such to Agency prior to execution of this Agreement. If these representations and warranties are found to be false, this Agreement is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Agreement. Please review the following link regarding Demonstration of Material Assistance with Homeland Security and complete the form made part of this RFP: <http://www.homelandsecurity.ohio.gov/dma.asp>
17. **Default:** In the event that the Contractor fails to carry out or comply with any of the terms and conditions of the Contract with the University, the University may notify the Contractor of such failure or default in writing and demand that the failure or default be remedied within ten days. In the event that the Contractor fails to remedy such failure or default within the ten-day period, the University shall have the right to cancel the Contract.

## Appendix A:

### Standard RFP Agreement Terms and Conditions (continued)

Without limiting the foregoing, the following shall constitute a material breach by the Contractor, upon the occurrence of which the Contractor shall immediately notify the University: the Contractor ceases its business operation, makes a general assignment for the benefit of creditors, is adjudged bankrupt, or becomes insolvent. The cancellation of the Contract, under any circumstances whatsoever, shall not effect or relieve Contractor from any obligation or liability that may have been incurred or will be incurred pursuant to the Contract. Such cancellation by the University shall not limit any other right or remedy available to the University at law or in equity.

18. **Drug Free Work Place:** The selected Vendor must be enrolled in, and in good standing in, a Drug Free Work Place Program approved by the Ohio Bureau of Workers' Compensation at time of contract execution with the University and must comply with Ohio Revised Code Section 153.03 regarding its and any subcontractors' drug free work place program requirements.
19. **Entire Agreement:** This Request for Proposal and any resultant Contract shall be the complete and exclusive statement of the agreement between the University and the Contractor and supersedes all prior oral or written agreements. The terms and conditions of any purchase order, agreements, amendments, modifications, or other documents submitted by either party which conflict with, or in any way purport to amend or add to any of the terms and conditions of the Contract are specifically objected to by the other party and shall be of no force or effect, nor shall govern in any way the subject matter hereof, unless set forth in writing and signed by both parties.
20. **Estimated Requirements:** The University 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. The University's requirements may be greater than or less than the quantities shown, and the successful proposer shall be obligated to fulfill all requirements as shown on the purchase orders whose mailing dates fall within the term of the contract
21. **Ethical Conduct:** It is expected that once an agreement is issued, suppliers (awarded or not awarded) will not undertake any actions that might interfere with, or be detrimental to, the contractual obligations of the University. The University reserves the right to take any and all actions deemed appropriate in response to unethical conduct by a vendor. Such actions include, but are not limited to, establishing guidelines for campus visits by a vendor and/or removal of a vendor from the University's Bidders list(s).

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

22. **Evaluation:** Selection and award of contract will be made to the supplier whose proposal, in the sole opinion of the University, represents the best overall value to the University. Factors that determine the award are detailed more fully in the specifications, and will include but are not limited to: the proposal's responsiveness to all specifications in the RFP; quality of the Bidder's products or services; ability to fulfill the contract; and general responsibility as evidenced by past performance. Payment terms and cash discounts will be considered in determining the contract award, but will not be the sole determining factor in award of the agreement. The University will determine the weighting factors that will be assigned.
23. **Expenses:** Expenses for developing the proposals and answering the University's questions are entirely the responsibility of the respondent and shall not be chargeable, in any manner, to Shawnee State University or the State of Ohio
24. **Findings For Recovery (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,

## Appendix A:

### Standard RFP Agreement Terms and Conditions (continued)

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 University of such finding.

25. **Gratuities and Gifts:** The University may immediately disqualify any bidder from the selection process if it is found by the University that gratuities were offered or given by the bidder, or any agent or representative of the bidder, to an officer or an employee of Shawnee State University in an effort to secure a contract or favorable treatment with respect to the awarding of a contract.
26. **Hold Harmless:** It is understood that the Bidder, if awarded a contract or purchase order, agrees to protect, defend, and save harmless the University, its officers, agents, and employees from any claims suits or demands for payment that may be brought against it due to the acts errors or omissions of Bidder in providing the services under this agreement and for use of any patented material, process, article, or device that may enter into the manufacture or construction, or form a part of the works covered by either order or contract.
27. **Incurred Expenses:** Bidder(s), by submitting a proposal, agrees that any cost incurred by responding to this RFP or in support of activities associated with this RFP shall be the Bidder(s) sole responsibility and may not be billed to the University. The University will incur no obligation of liability whatsoever to anyone resulting from issuance of or activities pertaining to this RFP.
28. **Indemnification:** The respondent shall indemnify and hold harmless Shawnee State University, 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 respondent, or (b) by any act, error, or omission on the part of the respondent, its agents, employees, or subcontractors.
29. **Independent Contractor Status:** Contractor recognizes that it is engaged as an independent contractor and acknowledges that the University will have no responsibility to provide insurance or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee, or agent of the University by reason hereof, and that it will not by reason hereof make any claim, demand, or application to or for any right or privilege applicable to an officer, partner, employee, or agent of the University, including but not limited to, unemployment insurance benefits, social security coverage, or retirement benefits. Contractor hereby agrees to make its own arrangements for any such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.
30. **Informal Proposals:** RFPs are informal proposals and will not be read at a public opening. Written requests for proposal results must include the RFP proposal number and closing date. If a Bidder wishes to obtain a copy of the proposal tabulation and/or evaluation form once award is complete, Bidder should include a self-addressed, stamped envelope with its quote.
31. **Insurance:** For any Contract which requires the Contractor to provide on-site services, the Contractor shall, prior to commencement of work, provide the University with Certificates of Insurance in the amounts shown below as a minimum requirement and shall maintain such coverage in effect for the full duration of the Contract. The insurer must be rated at least an ‘A’ by A. M. Best and Company.

By requiring such minimum insurance, the University shall not be deemed or construed to have assessed the risk that may be applicable to the selected vendor(s). The selected vendor(s) shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage’s. The selected

## Appendix A:

### Standard RFP Agreement Terms and Conditions (continued)

vendor(s) is not relieved of any liability or other obligations assumed or pursuant to the contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Worker's Compensation	Statutory
Employer's Liability	\$1,000,000.00
Comprehensive General Liability	\$1,000,000.00 each occurrence \$3,000,000.00 in the aggregate
Comprehensive Automobile Liability (Any auto, hired auto, non-owned auto)	
a) Bodily Injury	\$ 500,000.00 each occurrence
b) Property Damage	\$ 500,000.00 each occurrence

#### **All Insurance Policies**

- Must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by the University.
- Must include a Waiver of Subrogation Clause.
- May not be non-renewed, cancelled, or materially changed or altered unless thirty (30) days advance written notice via certified mail is provided to the University.

Contractor shall deliver to the University:

- Certificates evidencing the existence of all such insurance promptly after the execution and delivery hereof and prior to the continued or additional performance of any services to be performed by the Contractor hereunder from or after the date of any agreement or purchase order; and
- Such Certificates shall name the University as an Additional Insured, with the exception of Workers' Compensation and Employer's Liability, and shall provide that the policies will not be cancelled until after 30 days' unconditional, unqualified written notice to the University.

The insurance policies required in this RFP shall be kept in force for the periods specified below:

- The Contractor shall keep Commercial General Liability Insurance in force until receipt of final payment.
- Workers' Compensation Insurance shall be kept in force until the Contractor's obligations have been fully performed and accepted by the University in writing.

The Contractor shall provide the University a full and complete copy of any insurance policy promptly upon request by the University, and without charge to the University.

- 32. Licenses, Permits, and Certificates:** The proposer shall obtain all permits, certificates of inspection, licenses, etc. relating to his/her work, and shall pay all charges connected therewith
- 33. New Products/Services:** New related product lines/services, not available at the time of bidding, may be added during the course of this agreement by the awarded vendor(s). Requests to add new related product lines/ services must be submitted to the Director of Procurement for prior approval before offerings are made available to those who place orders under this agreement. The University also reserves the right to add additional participants to this agreement via a price negotiation process.
- 34. No Proposal Instructions:** If any vendor is unable to provide a proposal, they are asked to date and sign the price inquiry, indicate "NO BID," provide a brief explanation, and return the price inquiry before the Proposal Closing Date. Failure to extend this courtesy may jeopardize consideration for receiving future proposal inquiries.

## Appendix A:

### Standard RFP Agreement Terms and Conditions (continued)

35. **Non-Disclosure:** The Contractor and the University acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with the Contractor or the University, unless (i) required by law, (ii) by order of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources.
36. **Non-Discrimination:** The proposer, in submitting a proposal 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, creed, color, religion, gender, age, disability as defined in R. C. §4112.01, sexual orientation, national origin, or identity as a disabled veteran or veteran of the Vietnam era to the extent required by law. The proposer must further agree that every subcontract or order given for the supplying of this order will contain a provision requiring nondiscrimination in employment, as herein specified. Any breach of this requirement may be regarded as a material breach of the contract or purchase order.
37. **Notices:** Any notices required or permitted to be given shall be in writing and effective upon receipt and shall be sent by certified mail, return receipt requested, postage pre-paid, addressed as follows:
- If to the Contractor                      To the Contractor's last known mailing address.
  - If to the University:                      Pat Carson, Director of Procurement  
Shawnee State University  
940 Second Street  
Portsmouth, Ohio 45662
38. **Observance of University Rules and Regulations:** The Contractor agrees that at all times its employees will observe and comply with all regulations of the University, including but not limited to: smoking, parking, and security regulations.
39. **Open Records Law:** Shawnee State University is a state university and is subject to the Ohio Public Records Act. Any record kept by the University that is deemed a public record is subject to release if a proper request is made.
40. **Oral Presentations:** Proposers submitting proposals that meet the selection criteria and are deemed to be most advantageous to the University may be required to give an oral presentation to the University's selection team. Scheduling of these oral presentations will be done by Procurement Services
41. **Orders, Delivery and Billings:** Orders will come from the University as the need occurs. Delivery of goods and services must be as specified in the RFP and/or as directed by the University. Billing must also be as directed by the University. Continued failure to meet delivery requirements is cause for cancellation of the agreement (Uniform Commercial Code, Article 2)
42. **Other Benefits:** It is understood and agreed that no benefits, payments, or considerations received by Contractor for the performance of services associated with and pertinent to the resultant Contract shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition, an employee of Shawnee State University.
43. **Personnel Records:** The bidder shall maintain all personnel and compensation records in accordance with relevant city, state, and federal laws. The bidder shall also make all required payments for payroll taxes, worker's

## Appendix A:

### Standard RFP Agreement Terms and Conditions (continued)

compensation, unemployment compensation, FICA, and any other payments required in compliance with relevant city, state, and federal laws

44. **Price Adjustment:** All prices quoted are expected to remain firm during the term of the contract; however, in the event of a price change related to increased or decreased costs, prices may be changed subject to a negotiated adjustment to reflect such an increase or decrease. Such negotiations and adjustments will be considered only upon written request to Procurement Services, documented with cost data, filed prior to request for delivery and submitted after the expiration of ninety (90) days from the effective date of the contract

45. **Pricing:** Bidders are asked to thoroughly explain their pricing structure in their response. The University reserves the right to negotiate this and other pertinent terms with the selected finalists, and this could become one of the selection criteria used in the award process. Review proposals carefully, since proposals shall not be corrected after the Proposal Closing Date. Any agreement, purchase order, or invoice resulting from this inquiry shall require the successful vendor(s) to adhere to all specified conditions, including cost, unit specified, quantity ordered, item descriptions, etc.

All pricing must be quoted F.O.B. Destination, Shawnee State University, Portsmouth, Ohio 45662. Include all freight, transportation, and any applicable handling and/or installation charges necessary to complete delivery on an F.O.B. Destination basis

46. **Proprietary Information:** All responses and accompanying documentation will become the property of the University at the time proposals are opened, with the exception of any material marked as proprietary information as defined by Ohio Revised Code Section 149.43. All proposal materials are subject to disclosure under the Ohio Public Records Law (ORC 149.43) except proprietary information, which will be returned to the unsuccessful respondent at the respondent's request and expense, or be destroyed, at the conclusion of the selection process.

**Proposal Submittal:** Proposals should follow the chronology of the RFP. Bidders may return Proposals to the University prior to the Proposal Closing Date due date/time (as determined by the clock in the University's Procurement Services office) by first class certified mail, return-receipt requested, express mail, and/or hand-delivery. Proposals will be accepted only if the cover page is signed and dated. Any proposal that does not include all elements as specified herein may be considered an incomplete proposal and may not be considered for award. Proposals received after the Proposal Closing Date will not be considered. Office hours for receipt of proposals or quotes are normally Monday through Friday, 8:00 a.m. to 5:00 p.m., local time. Requests for extension of Proposal Closing Date will not be granted unless the University determines, at its sole discretion, that the original Proposal Closing Date appears impractical. Notice of any extension will be provided in the form of an Addendum, posted to the University's website ([www.shawnee.edu/off/prch/RFP.html](http://www.shawnee.edu/off/prch/RFP.html))

47. **Publicity/Advertising:** No supplier providing products or services to Shawnee State University shall appropriate or make use of the name or other identifying marks or property of the University for its own promotional purposes. Further, the contractor agrees that it shall not publicize this Contract or disclose, confirm, or deny any details thereof to third parties or use any photographs or video recordings of the University's employees or use the University's name or other identifying marks or property in connection with any sales promotion or publicity event without the prior express written approval of the University.

48. **Quality of Service:** The successful vendor(s) must be prepared to furnish continual top quality service to the University. Failure to do so may be considered just cause for cancellation of the agreement.

49. **Quantity and Commitments:** The University does not obligate itself to procure the volume of goods or services projected unless specifically addressed within the RFP document. Discounts or prices offered must remain for the initial term of the agreement unless specifically addressed in the vendors response and agreed to by the University. The requirements may exceed the volume estimated and the supplier(s) will be

## Appendix A:

### Standard RFP Agreement Terms and Conditions (continued)

required to furnish all requirements as shown on purchase orders issued from the University that are dated prior to the termination date of the agreement (by mailing date).

50. **Rejection of Goods or Materials:** All goods or materials purchased herein are subject to approval by Shawnee State University. Any rejection of goods or materials that result from nonconformity to the terms and specifications of the contract, whether held by the buyer or returned, will be at the proposer's risk and expense
51. **Reports:** Awarded supplier(s) will be required to provide to the University any and all agreed upon reports, at no charge. Failure to provide these reports may result in cancellation of the agreement.
52. **Right to Accept or Reject:** The University 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 Investment Monitor's most favorable fee structure 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. Fees 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 Investment Consultant in their proposal.
53. **Safety Procedures:** 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
54. **Sales Tax:** The University is an instrumentality of the State of Ohio and, as such, is exempt from Ohio sales tax and Federal excise tax, including Federal transportation tax. An exemption certificate will be furnished by the University upon request.
55. **Samples:** Requested samples necessary for evaluation must be provided without cost or obligation to the University, and shall become the property of the University. Upon request by the supplier, unless destruction, alteration, or retention of the sample is required for evaluation purposes, sample may be returned to supplier at supplier's expense
56. **Severability:** If any provisions in the resultant agreement are held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
57. **Specifications:** Proposals are requested for goods and services specified. Descriptions are for descriptive purposes only and to guide the Bidder in interpretation of the performance desired, and shall not be construed to exclude proposals offering other types of service unless otherwise noted. If the description of your offer differs in any way, you must give complete detailed description of your proposal. Supplier **must** provide proposal exactly as specified on this RFP. Bidder may also offer alternatives. The University reserves the sole right to determine if any alternates offered will be accepted.
58. **State Law:** Any agreement entered into as a result of this solicitation will be governed by the laws of the State of Ohio.
59. **Termination:** The Contract may be terminated, without penalty, by the University or Contractor with or without cause by giving not less than 120 days' written notice of such termination. In no event shall such termination by the University, as provided for under this section, give rise to any liability on the part of the

## Appendix A:

### Standard RFP Agreement Terms and Conditions (continued)

University, including but not limited to, any claims of Contractor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing.

- 60. Time of Performance:** Time is of the essence in completing this project. Contractor agrees to perform all obligations set forth per this Contract in accordance with the schedules herein and as mutually agreed upon between the University and the Contractor. Any breach of the terms of this contract, including, but in no way limited to the time period of performance, will be just cause to terminate the contract without prior notice to the contractor. Termination resulting from breach will be cause, at the sole discretion of the University, to suspend the proposer from proposing on any project at the University for a period of up to three (3) years.
- 61. Title and Risk of Loss:** Supplier shall retain title and bear the risk of any loss or damage to the items purchased until they are delivered at the specified F.O.B. point; and upon such delivery, title shall pass and supplier's responsibility for loss or damage shall cease except as resulting from the supplier's negligence or failure to comply with all stated terms and conditions. Passing of title upon such delivery shall not constitute acceptance of the terms by Shawnee State University.
- 62. University Rights:** The University reserves the right to reject all, some, or none of the received proposals and to waive informalities contained in proposals that are not inconsistent with law. The University may also waive any minor defects in the proposal and also reserves the right to negotiate the final terms of the agreement with the vendor(s) determined to be a finalist for selection on this solicitation.
- 63. Use of Data:** Bidder agrees that it will keep confidential the features of any technical or proprietary information furnished by the University and use such items only in the production of items awarded as a result of this inquiry and not otherwise, unless the University's written consent is first obtained
- 64. Valid Proposals:** Proposals will be considered valid for a period of sixty (60) days after the scheduled due date, unless otherwise noted.
- 65. Withdrawal of Proposals:** Proposals may be withdrawn up to the time of the proposal opening upon written request to Shawnee State University, Director of Procurement