



Request for Proposal: #08-42723920AA-MGW

Pre-Bid Conference: Mandatory Non-Mandatory Not Applicable

Pre-Bid Date/Time: N/A

Pre-Bid Location: N/A

RFP Open Date:

06-11-08

RFP Closing Date/Time:

06-20-08 @ 3:00 P.M. ET

Proposal Description Summary: Enterprise Storage Re-Fresh Equipment

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

***Special Instructions:**

Category Code(s): COMPE, SOFTW

(Internal use only)

Submit Proposal to:

RFP #08-42723920AA-MGW

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

OSU Contact: Michael G. Whitfield

Email: whitfield.6@osu.edu

Phone/Voice Mail: 614-688-8713

Fax: 614-688-3494

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

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

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

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

REQUEST FOR PROPOSAL – BIDDER SIGNATURE PAGE

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

Bidder #1

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

Company Name: _____

Address: _____

City/State/Zip: _____

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

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

Authorized Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

Bidder #2

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

Company Name: _____

Address: _____

City/State/Zip: _____

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

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

Authorized Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

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SECTION I: Definitions

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

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

Agreement or Contract: Award resulting from the RFP.

ARO: After receipt of order.

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

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

ET: Eastern Time

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

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

OSU, University, Purchaser: The Ohio State University.

Proposal: Response provided by Supplier or Bidder.

RFP: Request For Proposal.

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

SECTION II: RFP Terms and Conditions

The Ohio State 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 Bidders for interviews and further discussion.

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

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

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

Cancellation for Lack of Funding: A resultant agreement may be canceled without any further obligation on the part of The Ohio State University in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. The vendor shall be notified in writing of such non-appropriation at the earliest opportunity.

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

Quote: Response must be valid for 90 days.

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

Warranty Requirements: See equipment specifications.

Insurance Requirements: See Exhibit B, Sample Insurance form

Minority Business Participation:

The Ohio State University has a goal consistent with the State of Ohio legislative mandate to procure at least 15% of its aggregate total of goods and services from State of Ohio Certified Minority Business Enterprises (MBE). A list of Certified Minority Vendors can be found at www.mbe.ohio.gov. Pursuant to this mandate, Bidders are encouraged to work in conjunction with MBE Bidders to submit a joint proposal. Any such joint proposal must be signed by all Bidders and must clearly indicate the specific portion (and

SECTION II: RFP Terms and Conditions (continued)

pricing) of the total scope of work that each joint Bidder is to perform/provide. The MBE performance percentage will be calculated as follows:

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

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

SECTION III: RFP Response Requirements & Checklist

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

- | | | |
|-------------------------|-----------------|-----------------------|
| • RFP Issued to Bidders | 06-11-08 | |
| • RFP Due Date | 06-20-08 | @ 3:00 p.m. ET |

RFP Response Format: Responses must address all aspects of the RFP and should follow the chronology of the RFP. Provide three (3) hard copies of your response and one electronic copy. One (1) of the hard copies should clearly be labeled “MASTER”. Should a discrepancy arise between copies of the response, the information contained in the “MASTER” copy shall prevail. Responses may be submitted in a 3-ring binder or loose-leaf on 8-1/2 X 11 letter sized paper.

Each response should be prepared simply and economically. The electronic copy must be submitted on either compact disk or a flash drive.

Bid Package Requirements Checklist

Due by Bid Closing Date/Time: Friday, June 20, 2008 @ 3:00 p.m. ET

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

- | | |
|--|---|
| <input checked="" type="checkbox"/> Quoted Pricing | <input checked="" type="checkbox"/> OSU Certification Form (Schedule B) |
|--|---|

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

Due prior to issuance of purchase order or University contract.

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Signed and dated Bidder Signature Page | <input checked="" type="checkbox"/> DMA Form (Schedule C) |
| <input checked="" type="checkbox"/> Properly executed Insurance Certificate | <input checked="" type="checkbox"/> |

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

EXHIBIT A: Specifications (Background and Scope of Work Parameters)

Background

The purpose of this Request for Quote (RFQ) is to gather final pricing for the Enterprise Storage Re-fresh project being planned by the Office of Information Technology in support of all central services. The initial plan is to install approximately 233TB of storage at the university's main data center, approximately 144TB at a secondary location and approximately 14TB at a disaster site. The University requests that bidders provide final purchase pricing and documentation related to the items outlined in the equipment purchase section. The University reserves the right to add or delete some items. The University retains the right to cancel the quotation.

Scope of Work: Equipment

Bidders are to provide individual line item pricing and pricing subtotals for the following equipment categories (see Exhibit A Pricing Form):

- DMX4 3500 Upgrade with 233TB Raw Capacity
- Final DA Pair Upgrade for KRC DMX
- KRC SAN Upgrade
- Avamar 10TB System - Primary Site
- Avamar 10TB System - Remote Site
- Rainfinity File Archive System
- CX3/40 for Backup to Disk Pool
- Powerpath Site License
- Professional Services, Planning, Installation, Customer Service Move, Change, Add, Bin Files
- TNC DMX4 3500 Upgrade with 144TB Raw
- Centera for TNC (Remote Replication)
- TNC SAN Upgrade
- UC DMX4 2500 System
- RSA Upgrade
- Networker Additional Licenses
- Networker 5 Year Maintenance
- Equipment to be used as Trade-in

Other requirements:

- **Training** – vendors are to include the cost of all training/seminars required to support the equipment outlined in this RFQ.
- **Software** – any additional software required to support the systems outlined in the equipment portion of the RFQ, should be included.
- **RSA Token** – The bidder should include in the pricing for release lots of up to 750 units with the last delivery no later than December 2009. All remaining tokens (of the original 3,505) not released by December 2009 are to be delivered in January 2010.
- **Maintenance** – the RFQ response is to include the cost for annual maintenance that will cover the hardware and software for five-years.
- **Installation** – all installation charges are to be included in the initial bid. This must include the initial site planning, power requirements and project management.
- **Lease/purchase option** – the RFQ response should include the lease information for a period of 5-years, with a \$1 buy-out at the end of the 5-year period. The RFQ response must include annual payment, total interest payments, interest rate and all terms and conditions. The University reserves the right to utilize it's Master Lease Agreement for this equipment.

EXHIBIT B: Sample Insurance Form

ACORD™ CERTIFICATE OF LIABILITY INSURANCE					DATE (MM/DD/YYYY)	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED		INSURERS AFFORDING COVERAGE		NAIC #		
		INSURER A:				
		INSURER B:				
		INSURER C:				
		INSURER D:				
		INSURER E:				
COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR ADD'L LTR INSRG	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPP 5017598 AWR	6/21/97	6/21/00	EACH OCCURRENCE \$ 1,000,000 PRODUCTS TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMFYOP AGG \$ 1,000,000	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CPP 5017598 AWR	6/21/97	6/21/00	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$	
A	<input checked="" type="checkbox"/> EXCESS UMBRELLA LIABILITY CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE \$ RETENTION \$	IM 4368636	9/26/97	6/21/00	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
	OTHER	PROPERTY	CPP 5017598AWR	9/26/97	9/26/00	INST FLOATR 50,000 ANYONE JOB
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS						
PROJECT TITLE: INQUIRY # _____ *The Ohio State University and its Board of Trustees are named as additional insured.						
CERTIFICATE HOLDER			CANCELLATION			
Purchasing Department The Ohio State University 2650 Kenny Road Columbus, OH 43210-1060			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY FAILURE TO DO SO SHALL IMPOSE NO LIABILITY OR OBLIGATION ON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			
ACORD 25 (2001/08)			© ACORD CORPORATION 1988			

EXHIBIT B: Sample Insurance Form (continued)

Contractor Certificate of Insurance Compliance

General Liability

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

Automobile Liability

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

Excess Liability

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

Description

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

Certificate Holder

1. Must read as shown on Sample

Cancellation

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

EXHIBIT C: Standard Instructions and Information

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

- 1. Proposal Submittal:** Proposals should follow the chronology of the RFP. Bidders may return Proposals to the University prior to the Bid Closing Date (as determined by the clock in the Purchasing Department) via, but not limited to: first-class certified mail, return-receipt requested; express mail; hand-delivery; or fax. **SPECIFICALLY, PROPOSALS CANNOT BE ACCEPTED VIA EMAIL.** Bidder's bid form will be accepted only if the University's bid form is signed and dated with reference to the Bidder's bid form as an enclosure. Any bid form that does not include price, payment terms, FOB point, date and a reasonable delivery promise may be considered an incomplete bid. Receipt of a Proposal by the University's mail system does not constitute receipt by the Purchasing Department. Proposals received after the Bid Closing Date/Time will not be considered. Office hours for receipt of quotes are Monday through Friday, 8 AM through 5 PM, ET. Requests for extension of the Bid Closing Date will not be granted unless the University determines, at its sole discretion, that the original Bid Closing Date appears impractical. Notice of any extension will be available in the form of an Addendum to all Bidders.
- 2. Signature Required:** The Bidder Signature Page and OSU Certification Form must be signed and completed by the Bidder submitting the Proposal. Failure to sign the Proposal, or submit a signed certification form may disqualify the bid. Any bid, which does not include prices, terms, F.O.B. point, the inquiry number, date and a realistic delivery promise, may be considered an incomplete bid.
- 3. Non-Discrimination:** In submitting a Proposal, or performing that which results from an award by the University, the successful Bidder agrees not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, creed, religion, sexual orientation, national origin, sex, age, handicap or Vietnam era veteran status. The successful Bidder further agrees that every sub-contract for parts and/or service for any ensuing order will contain a provision requiring non-discrimination in employment as specified above. This covenant is required pursuant to Executive Order 11246, Laws and Regulations of the State of Ohio and policy of The Ohio State University. Any breach thereof may be regarded as material breach of contract or purchase order.
- 4. Specifications:** Proposals are requested on the materials and/or services specified. Instructions, manufacturer's model of catalogue numbers, etc., where shown herein, are for descriptive purposes only and to guide the Bidder in interpretation of the quality, design and performance desired, and shall not be construed to exclude the Proposal from offering other types of material or service **unless otherwise noted**. If the description of your offer differs in any way, you must provide a detailed description of your Proposal including pictures and literature where applicable. Unless specific exception is made, assumption will be that you are bidding exactly as specified on this price inquiry.
- 5. Pricing:** ALL PRICES MUST BE FIRM and in compliance with RFP specifications. Please review your Proposals carefully, since it cannot be corrected after the Bid Closing Date. Any agreement or purchase order resulting from this inquiry shall require the successful Bidder to adhere to all specified conditions. Failure by the Bidder to meet delivery schedules: to deliver within a reasonable time, as interpreted solely by the University; to make replacement of rejected articles; or any other failure to perform in accordance with the terms and conditions of the inquiry and resultant agreement shall allow the University, at its sole discretion, to rescind or cancel the agreement and purchase in the open market articles or services of comparable grade to replace those rejected or not delivered. Bidder agrees to reimburse the University for any expense incurred in excess of the original contract price on all such purchases.
- 6. University Rights:** University reserves the right to reject all, some, or none of the received Proposals and to waive informalities contained in the Proposals which are not inconsistent with law. The University may also waive any minor defects in the Proposals.
- 7. Evaluation:** If an award of contract is made, the Bidder whose Proposal, in the sole opinion of the University, represents the best overall value to the University, will be selected. Factors which determine the award are detailed more fully in the specifications, including but not limited to: the Proposal's responsiveness to all specifications in the inquiry; quality of the Bidder's products or services; Bidder's ability to perform the contract; and Bidder's general responsibility as evidence by past performance. Although relative, price will not be the sole determining factor in award of the agreement.
- 8. Award:** Unless the Bidder states otherwise, the University reserves the right to award by items, groups of items, or as a whole, whichever is deemed most advantageous to the University. The University also reserves the right to make multiple awards when it is deemed in the best interest of the University.

EXHIBIT C: Standard Instructions and Information (continued)

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

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

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

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

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

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

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

16. Informal Bids: RFP's are informal bids and will not be read at a public opening. Written requests for bid results must include the RFP number and closing date. If Bidder wishes to obtain a copy of the bid tabulation and/or evaluation form once award is complete, Bidder should include a self-addressed, stamped envelope with its Proposal and/or refer to the award table at the OSU Purchasing website (<http://purchasing.osu.edu>).

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

18. Incurred Expenses: The Bidder, 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 responsibility of the Bidder and may not be billed to the University. The University will incur no obligation of liability whatsoever to anyone resulting from issuance of, or activities pertaining to this RFP.

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

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

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

1. **Offer:** The written offer sent by PURCHASER to SELLER is subject to cancellation by PURCHASER without notice if not accepted by SELLER within fourteen (14) days of issuance.
2. **Acceptance and Confirmation:** The written offer sent by PURCHASER to SELLER and The Ohio State University's Standard Purchase Order Terms and Conditions (Rev. 11/2007) (collectively hereinafter referred to as "Purchase Order") constitutes the entire agreement between the parties, unless otherwise specifically noted by PURCHASER on the face of the Purchase Order. Each delivery of goods and/or services received by PURCHASER from SELLER shall be deemed to be upon the terms and conditions contained in the Purchase Order. No additional terms may be added and the Purchase Order may not be changed except by written instrument executed by PURCHASER. SELLER is deemed to be on notice that the PURCHASER objects to any additional or different terms and conditions contained in any acknowledgement, invoice, or other communication from SELLER, notwithstanding PURCHASER'S acceptance or payment for any delivery of goods and/or services, or any similar act by PURCHASER.
3. **Inspection:** All goods and/or services delivered hereunder shall be received subject to PURCHASER'S inspection and approval and payment therefore shall not constitute acceptance. All payments are subject to adjustment for shortage or rejection. All defective or non-conforming goods will be returned pursuant to the SELLER'S instruction at SELLER'S expense. To the extent that the Purchase Order requires a series of performances by SELLER, PURCHASER prospectively reserves the right to cancel the entire remainder of the Purchase Order if goods and/or services provided early in the term of the Purchase Order are non-conforming or otherwise rejected by PURCHASER.
4. **Shipping:** All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. No charges will be paid by PURCHASER for packing, crating or cartage unless otherwise specifically stated in the Purchase Order. Unless otherwise provided in the Purchase Order, no invoices shall be issued nor payments made prior to delivery. Unless freight and other charges are itemized, any discount will be taken on the full amount of invoice.

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

5. **Time Is Of The Essence:** Time for delivery of goods or performance of services under the Purchase Order is of the essence. Failure of SELLER to meet delivery schedules or deliver within a reasonable time, as interpreted by PURCHASER alone, shall entitle PURCHASER to seek all remedies available to it at law or in equity. SELLER agrees to reimburse PURCHASER for any expenses incurred in enforcing its rights. SELLER further agrees that undiscovered delivery of non-conforming goods and/or services is not a waiver of the PURCHASER'S right to insist upon further compliance with all specifications.
6. **Changes:** PURCHASER may at any time and by written notice make changes to drawings and specifications, shipping instructions, quantities and delivery schedules within the general scope of the Purchase Order. Should any such changes increase or decrease the cost of, or the time required for performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedule will be negotiated by the PURCHASER and SELLER. Notwithstanding the foregoing, SELLER has an affirmative obligation to give notice if the changes will decrease costs. Any claims for adjustment by SELLER must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon by the parties.
7. **Warranties:** SELLER expressly warrants that the goods and/or services covered by the Purchase Order will conform to the specifications, drawings, samples or other descriptions furnished or specified by PURCHASER, and will be of satisfactory material and quality production, free from defects and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. These warranties shall survive inspection, acceptance, passage of title and payment by PURCHASER.
8. **Statutory Conformity:** Goods and services provided pursuant to the Purchase Order, and their production and transportation shall conform with all applicable laws, including but not limited to the Occupational Health and Safety Act, the Federal Transportation Act and the Fair Labor Standards Act, as well as any law or regulation noted on the face of the Purchase Order.
9. **University Name:** No SELLER providing goods and services to PURCHASER shall advertise the fact that it has contracted with PURCHASER for goods and/or services, or appropriate or make use of PURCHASER'S name or other identifying marks or property without the prior written consent of PURCHASER'S Office of Trademark and Licensing.

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

10. **Indemnification:** SELLER shall indemnify and hold harmless PURCHASER from any and all demands, causes of action, losses, liabilities, judgments, damages, claims (including but not limited to claims of negligence), costs and expenses (including but not limited to attorney's fees), arising from, caused by or related to the injury or death of any person (including, but not limited to, employees and agents of SELLER in the performance of their duties or otherwise), or damage to property (including property of PURCHASER or other persons), which arise out of or are incident to the goods and services to be provided hereunder. Nothing herein shall require indemnification as to any claims against PURCHASER arising from under the Ohio Worker's Compensation law, unless the claim arises out of services performed by SELLER'S employees on PURCHASER'S property. SELLER'S defense of any claim shall be subject to the Ohio Attorney General's right to appoint counsel and approve settlements.
11. **Warranty of Non-Infringement:**
- 11.1 SELLER represents and warrants that all goods sold or services performed under the Purchase Order are: a) in compliance with applicable laws; b) do not infringe any patent, trademark, copyright or trade secret; and c) do not constitute unfair competition.
- 11.2 SELLER shall indemnify and hold harmless PURCHASER from and against any and all demands, causes of action, losses, liabilities, judgments, damages, claims (including but not limited to claims of negligence), costs and expenses (including but not limited to attorney's fees), which arise from any claim, suit or proceeding alleging that PURCHASER'S use of the goods and/or services provided under the Purchase Order are inconsistent with SELLER'S representations and warranties in section 11.1. SELLER'S defense of any claim shall be subject to the Ohio Attorney General's right to appoint counsel and approve settlements.
- 11.3 If any claim which arises from SELLER'S breach of section 11.1 has occurred, or is likely to occur, SELLER may, at PURCHASER'S option, procure for PURCHASER the right to continue using the goods or services, or replace or modify the goods or services so that they become non-infringing, (without any material degradation in performance, quality, functionality or additional cost to PURCHASER).
12. **Non Discrimination:** In fulfilling the terms of the Purchase Order, SELLER agrees that it will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, sex, sexual orientation, handicap or Vietnam veteran-era status. This covenant is required pursuant to federal laws and regulations, including Executive Order 11246, State of Ohio laws and regulations, and policy of PURCHASER. Any breach of this provision may be regarded by PURCHASER as a material and substantial breach of the contract arising from this Purchase Order.
13. **No Findings for Recovery:** SELLER warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24. SELLER further agrees that if this warranty is deemed to be false, the Purchase Order shall be void ab initio as between the parties and the SELLER shall immediately repay to the PURCHASER any funds paid under this Purchase Order, or an action for recovery may be immediately commenced by PURCHASER for the recovery of said funds.
14. **Force Majeure:** Neither PURCHASER nor SELLER shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of God. When SELLER has knowledge of any actual or potential force majeure or other conditions which will delay or threatens to delay timely performance of the Purchase Order, SELLER shall immediately give notice thereof, including all relevant information with respects to what steps SELLER is taking to complete delivery of the goods and/or services to PURCHASER.
15. **Confidentiality:** SELLER agrees that it will keep confidential all information regarding the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical or proprietary information furnished by PURCHASER, and will use such items only in the production of goods and/or services under the Purchase Order, or any other Purchase Orders issued by PURCHASER. Upon the completion or termination of the or other Purchase Orders, SELLER shall immediately return all confidential information to PURCHASER or shall make other disposition of the confidential information as directed by PURCHASER.
16. **Assignment:** SELLER may not assign the Purchase Order, nor any money due or to become due without the prior written consent of the PURCHASER. Any assignment made without such consent shall be deemed void.
17. **Taxes:** Goods and services procured subject to the Purchase Order are exempt from Ohio sales tax, (Ohio Revised Code Section 5739.02), and from federal excise tax.
18. **Termination:** Except as otherwise provided in Section 1 above, the Purchase Order may be terminated at any time by the PURCHASER upon 30 days prior written notice to the SELLER. The Purchase Order may be terminated immediately by the PURCHASER for breach by

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

19. SELLER of the Purchase Order, provided that PURCHASER has provided SELLER with notice of such breach and SELLER has failed to cure within 10 days of receipt of such notice.
20. General:
- 19.1 The Purchase Order shall be governed by the laws of the State of Ohio, without reference to any choice of laws rules.
- 19.2 Failure of PURCHASER to act immediately in response to a breach of this Purchase Order by SELLER shall not constitute a waiver of breach. Waiver of PURCHASER of any default by SELLER hereunder shall not be deemed a waiver of any subsequent default by SELLER.
- 19.3 All notices under the Purchase Order shall be sent to the respective addresses on the face page of the Purchase Order by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. In the event an addressee refuses to accept delivery, however, then notice shall be deemed to have been served on the date of said refusal of delivery. Postage, delivery charges and other charges shall be paid by the sender. A party may change its address for notice by written notice complying with the requirements of this section.
20. **Campaign Contributions:** By SELLER'S acceptance of this Purchase Order, SELLER hereby certifies to PURCHASER that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. §3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. §3517.13.
21. **DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO TERRORISM:** By SELLER'S acceptance of this Purchase Order, SELLER hereby represents and warrants to PURCHASER that SELLER, and those persons set forth in O.R.C. Section 2909.33(C), have not provided any material assistance to any organization identified by and included on the United States Department of State Terrorist Exclusion List, and that SELLER, and those persons set forth in O.R.C. Section 2909.33(C), have truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization." SELLER further represents and warrants that SELLER, and those persons set forth in O.R.C. Section 2909.33(C), have filed said Declaration pursuant to O.R.C. Section 2909.33. If these representations and warranties are found to be false, this Purchase Order is void *ab initio* and SELLER shall immediately repay to PURCHASER any funds paid under this Purchase Order without liability to PURCHASER, or an action for recovery may be immediately commenced by PURCHASER for the recovery of said funds.

Rev. 11/2007

SCHEDULE A: Pricing Form

Equipment

Bidders are to provide individual line item pricing and pricing subtotals for the following equipment categories:

Qty	Product ID	Description	Units	Total List Price (USD)
DMX4 3500 Upgrade with 233TB Raw Capacity				
32	SB4-15-DCH	DMX4 STOR BAY 15SLT DR ENCL	EA	
24	SB4-15-DIR	DMX4 STOR BAY 15SLT DR ENCL	EA	
88	DF4103001B	300GB10K 295.91GBONEDRV	EA	
313	DF4103002B	300GB 10K 295.91GBMIRR	EA	
4	DA47210001B	1000GB7.2K 986.58GBONEDRV	EA	
15	DA4721000D8B	1000GB 7.2K 5919.48GB 6+2	EA	
4	DMX4-MEM-32GB	32 GB GLOBAL MEMORY DIR	EA	
2	DMX4-MEM-64GB	64 GB GLOBAL MEMORY DIR	EA	
2	DMX4-40200B	DMX4 6PT FC GE 4M2M	EA	
4	DMX4-80000B	DMX4 8PT FC DIR 8M0S	EA	
12	DMX-ACON3P-50	AC CONNECTOR 3 PHASE	EA	
6	DMX4-PCBL3DHR	DMX4 PWR CBL HBL-RSTOL 3D	EA	
4	DMX4-GE-SRDF	DMX4 GE SRDF PT	EA	
1	24S-CONFIG22	24S-CONFIG22KIT	EA	
1	PP-SE-SYM	PPATH SE SYM	EA	
1	CC-INST-KIT6	EMC CONTROLCENTER 6.0 INSTALLATION KIT	EA	
1	SMC-SW-KIT6	SMC 6.0 SOFTWARE KIT	EA	
210	CC-SYMGR-C08	SYMM MGR 1TB (251-400TB)	EA	
120	CC-SYMGR-N08	SYMM MGR 1TB (251-400TB) NLT3	EA	
1	CC-SYMGR6-BAS	EMC SYMMETRIX MANAGEMENT BASE LICENSE	EA	
1	M-PRESW-001	PREMIUM SOFTWARE SUPPORT	EA	
14	SB-BBU	STOR BAY BATTERY BACK-U	EA	
4	DMX4-PWRMOD	DMX4 PWR MOD 24 SYS	EA	
3	DMX4-DBDC-3D	DMX4 DRV BAY DCHAIN 3D	EA	
2	DMX4-DBDR-3D	DMX4 DRV BAY DCON 3D	EA	
1	DMX4-3DAPAIR	DMX4 DISK DIR 3 PAIRS	EA	
1	DMX4-SYS24-3D	DMX4 24 SLOT SYS BAY 3D	EA	
1	DMX-ACON3P-50	AC CONNECTOR 3 PHASE	EA	
1	TF-M-RN-OPN	RT FOR TF-M ON OPEN SYSTE	EA	
1	TF-CG-RN-OPN	RT FOR TF-CG ON OPEN SYST	EA	
1	SRDFCG-RN-OPN	RT FOR SRDFCG ON OPEN SYS	EA	
1	SRDF-S-RN-OPN	RT FOR SRDF-S ON OPEN SYS	EA	
1	TFSNAP-RN-OPN	RT FOR TFSNAP ON OPEN SYS	EA	
1	SRDF-A-RN-OPN	RT FOR SRDFA ON OPEN SYS	EA	
1	TF-CLN-RN-OPN	RT FOR TFCLONE ON OPEN SY	EA	
15	CC-OPTIM-C02	SYMM OPT 1TB (15-25TB)	EA	
15	SRDF-CG-C02	SRDF-CG 1TB (15-25TB)	EA	
1	TF-CLONE-BASE	TF-CLONE BASE LICENSE	EA	
1	TF-CG-BASE	TF-CG BASE LICENSE	EA	
15	TF-CG-C02	TF-CG 1TB (15-25TB)	EA	
15	TF-CLONE-C02	TF-CLONE 1TB (15-25TB)	EA	
15	SRDF-A-C02	SRDF-A 1TB (15-25TB)	EA	

1	SRDF-A-BASE	SRDF-A BASE LICENSE	EA
1	SRDFSADD-BASE	SRDFSADD BASE LICENSE	EA
15	SRDFS-ADD-C02	SRDFS-ADD 1TB (15-25TB)	EA
1	SRDF-CEM-BASE	SRDF-CEM BASE LICENSE	EA
15	SRDF-CEM-C02	SRDF-CEM 1TB (15-25TB)	EA
1	TFSNAPADDBASE	TFSNAP-ADD BASE LICENSE	EA
15	TFSNAPADD-C02	TFSNAP-ADD 1TB (15-25TB)	EA
15	SRM-MR-C02	SRM MR 1TB (15-25TB)	EA
15	CC-PFM-C02	PFM 1TB (15-25TB)	EA
1	SRDF-CG-BASE	SRDF-CG BASE LICENSE	EA
15	TF-M-C02	TF-M 1TB (15-25TB)	EA
1	TF-M-BASE	TF-M BASE LICENSE	EA
1	CC-PFM6-BASE	EMC CONTROLCENTER 6.0 PERFORMANCE MGR BASE	EA
1	CC-OPTM6-BASE	EMC CONTROLCENTER 6.0 SYMM OPTIMIZER BASE	EA
1	CC-MR6-BASE	EMC CONTROLCENTER 6.0 SRM MONITORING/RPTG PKG BASE	EA
1	CC-INST-KIT6	EMC CONTROLCENTER 6.0 INSTALLATION KIT	EA
1	M-PRESW-001	PREMIUM SOFTWARE SUPPORT	EA
1	M-PRESW-004	PREMIUM SW SUPPORT - OPEN SW	EA
SubTotal List Price			

Final DA Pair Upgrade for KRC DMX

8	SB4-15DCH-UFD	DMX4 ST BAY 15SLT DR ENCL UFD	EA
16	DF4103002BU	300GB 10K 295.91GBMIRR U	EA
2	SB-BBU-UFD	SB BATTERY BACK-UP UFD	EA
1	DMX4-PWRMOD	DMX4 PWR MOD 24 SYS	EA
1	DMX4-1DAPAIRU	DMX4 DISK DIR PAIR UPG	EA
SubTotal List Price			

KRC SAN Upgrade

6	MDS-PBF-48SW	4Gb 48-Port FC Module UPG	EA
4	MDS-PBF-24SW	4Gb 24-Port FC Module	EA
2	MDS-PBI-8	8-Port IP Module	EA
2	MDS-9513	Chassis SUP2 no ports Director	EA
2	MDS-PW9513-US	Qty 4 9513 Power Cord US/Japan	EA
2	MDS-ENT-9500	ENTERPRISE LIC KEY 9500	EA
2	MDS-FCIP-9500	SAN EXT LIC 8PORT IP 95xx	EA
2	MDS-MAIN-9500	MAINFRAME LIC KEY 9500	EA
2	MDS-FCIP95-4	MDS 9500 SAN EXTENSTION OVER IP FOR ONE 18/4 MSM M	EA
1	M-PREHW-001	PREMIUM HARDWARE SUPPORT	EA
1	M-PRESW-001	PREMIUM SOFTWARE SUPPORT	EA
SubTotal List Price			

Avamar 10TB System - Primary Site

1	AVMRACK6D	AVAMAR 6-NODE DEEP 40U RACK	EA
1	AVM1NUTILMG2	AVAMAR GEN2 UTILITY NODE (MFG INSTALLED)	EA
5	AVM1NSTG2MG2	AVAMAR GEN2 STORAGE NODE (MFG INSTALLED)	EA
1	AVMSWITCHG1	AVAMAR PORT CUBE SWITCH GEN1 (2U)	EA
1	PW40U-60-US	RACK-40U-60 PWR CORD US	EA

10	456-100-313	AVAMAR 1TB INCR CAPACITY LICENSE	EA
		AVAMAR GEN2 2TB STORAGE NODE (FIELD INSTALLED)	EA
1	AVM1NSTG2FG2		
2	AVM6CBLINT	AVAMAR INTERNAL CABELING	EA
		ENHANCED HARDWARE SUPPORT MONTHS 25-60	
1	M-ENHHW-001		EA
		ENHANCED OPEN SOFTWARE SUPPORT MONTHS 1-60	
1	M-ENHSW-004		EA
		SubTotal List Price	

Avamar 10TB System - Remote Site

1	AVMRACK6D	AVAMAR 6-NODE DEEP 40U RACK	EA
		AVAMAR GEN2 UTILITY NODE (MFG INSTALLED)	EA
1	AVM1NUTILMG2		
		AVAMAR GEN2 STORAGE NODE (MFG INSTALLED)	EA
5	AVM1NSTG2MG2		
1	AVMSWITCHG1	AVAMAR PORT CUBE SWITCH GEN1 (2U)	EA
1	PW40U-60-US	RACK-40U-60 PWR CORD US	EA
10	456-100-313	AVAMAR 1TB INCR CAPACITY LICENSE	EA
		AVAMAR GEN2 2TB STORAGE NODE (FIELD INSTALLED)	EA
1	AVM1NSTG2FG2		
2	AVM6CBLINT	AVAMAR INTERNAL CABELING	EA
		ENHANCED HARDWARE SUPPORT MONTHS 25-60	
1	M-ENHHW-001		EA
		ENHANCED OPEN SOFTWARE SUPPORT MONTHS 1-60	
1	M-ENHSW-004		EA
		SubTotal List Price	

Rainfinity File Archive System

1	FMA5-HA-APL	RAINFINITY FMA HA APPLIANCE	EA
1	FMA5-APL	RAINFINITY FMA	EA
2	GFV-SERVER	EMC RAINFINITY GFV SERVER	EA
1	M-ENHSW-001	ENHANCED SOFTWARE SUPPORT	EA
1	M-ENHHW-001	ENHANCED HARDWARE SUPPORT	EA
		SubTotal List Price	

CX3/40 for Backup to Disk Pool

1	CX3-40F	CX3-40F SPE FC FACTORY INSTALL	EA
1	RACK-40U-60	40U COMMON RACK - 4 PDP	EA
6	CX-4PDAE	4G DAE FACTORY INSTALL	EA
1	CX-4G15-146	146GB 15K 4GB FC	EA
69	CX-SA07-010	1000GB 7200RPM SATA II	EA
1	V-CX4014615K	VAULT PACK CX3-40 146GB 15K 4GB DRIVES QTY 5	EA
1	PW40U-60-US	RACK-40U-60 PWR CORD US	EA
1	NAVAGT-WINKIT	NAVI AGENT WINDOWS MEDIA	EA
1	NAV-WGKIT	NAVI WORKGROUP MEDIA	EA
1	UTIL-WIN	Windows Software Utilities	EA
1	CX34F-KIT	CX3-40F DOCS AND RTU KIT	EA
1	C-MODEM-US	CLARIION SERVICE MODEM-US	EA
1	NAV34-WG	NAVI MGR CX3-40 WKGRP LIC	EA
1	CC-CLKEY6-B	CC 6.0 STORAGE AGENT FOR CLARIION LICENSE KEY CARD	EA
1	M-PRESW-001	PREMIUM SOFTWARE SUPPORT	EA
1	WU-PREHW-001	PREMIUM HARDWARE SUPPORT - WARR UPG	EA
		SubTotal List Price	

Powerpath Site License

1	PP-WN-KIT	POWERPATH WINDOWS KIT	EA
1	PP-LX-KIT	POWERPATH LINUX KIT	EA
1	PP-CPU-KEY	PP ICM LIC KEY	EA
250	PP-CPUWL-T03	PPA WL AT LEAST 250 CPUS	EA
1	M-PRESW-004	PREMIUM SW SUPPORT - OPEN SW	EA
SubTotal List Price			

Professional Services, Planning, Installation, Customer Service Move, Change, Add, Bin Files

15	PS-BAS-CEBLK	EMC CUSTOMER ENGINEER 4 HOUR BLOCK	EA
1	PS-CUS-EMC	ECC Upgrade to 6.0	EA
1		Migration, Project Management, SAN Installation, Design, Planning	EA
1	PS-CUS-EMC:		
1	PS-CUS-AVAM	Avamar Installation	EA
1	PS-CUS-RAIN:	Rainfinity Installation	EA
1	PS-CUS-RESID	6 month Storage Resident	EA
4	PS-BAS-SYMDE	Data Erasure Service for Products being returned	EA
1	PS-BAS-CIS	Centera Installation	EA
SubTotal List Price			

TNC DMX4 3500 Upgrade with 144TB Raw

16	SB4-15-DCH	DMX4 STOR BAY 15SLT DR ENCL	EA
16	SB4-15-DIR	DMX4 STOR BAY 15SLT DR ENCL	EA
40	DF4103001B	300GB10K 295.91GBONEDRV	EA
220	DF4103002B	300GB 10K 295.91GBMIRR	EA
4	DMX4-MEM-32GB	32 GB GLOBAL MEMORY DIR	EA
2	DMX4-40200B	DMX4 6PT FC GE 4M2M	EA
2	DMX4-80000B	DMX4 8PT FC DIR 8M0S	EA
6	DMX-ACON3P-50	AC CONNECTOR 3 PHASE	EA
3	DMX4-PCBL3DHR	DMX4 PWR CBL HBL-RSTOL 3D	EA
2	DMX4-GE-SRDF	DMX4 GE SRDF PT	EA
2	DMX4-GE-ISCSI	DMX4 GE ISCSI PT	EA
1	24S-CONFIG07	24S-CONFIG07KIT	EA
1	PP-SE-SYM	PPATH SE SYM	EA
1	CC-INST-KIT6	EMC CONTROLCENTER 6.0 INSTALLATION KIT	EA
1	SMC-SW-KIT6	SMC 6.0 SOFTWARE KIT	EA
141	CC-SYMGR-C06	SYMM MGR 1TB (101-150TB)	EA
1	CC-SYMGR6-BAS	EMC SYMMETRIX MANAGEMENT BASE LICENSE	EA
1	M-PRESW-001	PREMIUM SOFTWARE SUPPORT	EA
8	SB-BBU	STOR BAY BATTERY BACK-U	EA
3	DMX4-PWRMOD	DMX4 PWR MOD 24 SYS	EA
1	DMX4-DBDC-3D	DMX4 DRV BAY DCHAIN 3D	EA
1	DMX4-DBDR-3D	DMX4 DRV BAY DCON 3D	EA
1	DMX4-2DAPAIR	DMX4-DISK DIR 2 PAIR	EA
1	DMX4-SYS24-3D	DMX4 24 SLOT SYS BAY 3D	EA
1	TF-M-RN-OPN	RT FOR TF-M ON OPEN SYSTE	EA
1	TF-CG-RN-OPN	RT FOR TF-CG ON OPEN SYST	EA
1	SRDFCG-RN-OPN	RT FOR SRDFCG ON OPEN SYS	EA
1	SRDF-S-RN-OPN	RT FOR SRDF-S ON OPEN SYS	EA
1	TFSNAP-RN-OPN	RT FOR TFSNAP ON OPEN SYS	EA

1	SRDF-A-RN-OPN	RT FOR SRDFA ON OPEN SYS	EA
1	TF-CLN-RN-OPN	RT FOR TFCLONE ON OPEN SY	EA
15	CC-SM-C02	SAN MAN 1TB (15-25TB)	EA
15	SRDF-CG-C02	SRDF-CG 1TB (15-25TB)	EA
1	TF-CLONE-BASE	TF-CLONE BASE LICENSE	EA
1	TF-CG-BASE	TF-CG BASE LICENSE	EA
15	TF-CG-C02	TF-CG 1TB (15-25TB)	EA
15	TF-CLONE-C02	TF-CLONE 1TB (15-25TB)	EA
15	SRDF-A-C02	SRDF-A 1TB (15-25TB)	EA
1	SRDF-A-BASE	SRDF-A BASE LICENSE	EA
1	SRDFSADD-BASE	SRDFSADD BASE LICENSE	EA
15	SRDFS-ADD-C02	SRDFS-ADD 1TB (15-25TB)	EA
1	SRDF-CEM-BASE	SRDF-CEM BASE LICENSE	EA
15	SRDF-CEM-C02	SRDF-CEM 1TB (15-25TB)	EA
1	TFSNAPADDBASE	TFSNAP-ADD BASE LICENSE	EA
15	TFSNAPADD-C02	TFSNAP-ADD 1TB (15-25TB)	EA
15	SRM-MR-C02	SRM MR 1TB (15-25TB)	EA
15	CC-SYMPK-C02	SYMM PKG 1TB (15-25TB)	EA
15	CC-PFM-C02	PFM 1TB (15-25TB)	EA
1	SRDF-CG-BASE	SRDF-CG BASE LICENSE	EA
15	TF-M-C02	TF-M 1TB (15-25TB)	EA
1	TF-M-BASE	TF-M BASE LICENSE	EA
1	CC-PFM6-BASE	EMC CONTROLCENTER 6.0 PERFORMANCE MGR BASE	EA
1	CC-MR6-BASE	EMC CONTROLCENTER 6.0 SRM MONITORING/RPTG PKG BASE	EA
1	CC-SM6-BASE	EMC CONTROLCENTER 6.0 SAN MGR BASE	EA
1	CC-SYMPK6-BAS	EMC CONTROLCENTER 6.0 SYMMETRIX PACKAGE BASE	EA
1	CC-INST-KIT6	EMC CONTROLCENTER 6.0 INSTALLATION KIT	EA
1	SMC-SW-KIT6	SMC 6.0 SOFTWARE KIT	EA
1	CE-SUBCUS01	CUSTOMER SUBSCRIPTION - 1 PERSON 1 YEAR (EMC)	EA
1	M-PRESW-001	PREMIUM SOFTWARE SUPPORT	EA
1	M-PRESW-004	PREMIUM SW SUPPORT - OPEN SW	EA

SubTotal List Price

Centera for TNC (Remote Replication)

1	CNRGPLLICHW	CENTERA GNU GENERAL PUBLIC LICENSE	EA
1	CNRRK	40U T RACK SP POWER	EA
1	PW40U-US	Dual 40U Rack Power Cord US	EA
2	CNRMODEMG4	CNR MODEM GEN 4	EA
4	CNR4NPSWG4	PAR SW RTU LIC	EA
4	CNR4NREPLIC	4NODE REPLICATION SW LIC	EA
1	CNRCONSOLESW	CONSOLE SW LICENSE	EA
1	CC-CNRKEY6-B	CC 6.0 STORAGE AGENT FOR CENTERA LICENSE KEY CARD	EA
1	M-PRESW-001	PREMIUM SOFTWARE SUPPORT	EA
1	WU-PREHW-001	PREMIUM HARDWARE SUPPORT - WARR UPG	EA
6	CNR2N7MEXG4LP	2NODE 750GB MANF EXPAN LOW POWER G4	EA
1	CNR4N7MBAG4LP	4NODE 750GB MANF BASE LOW POWER G4	EA

SubTotal List Price

TNC SAN Upgrade

4	MDS-PBF-24SW	4Gb 24-Port FC Module	EA
2	MDS-9509-V2	Chassis SUP2 no ports Director	EA
2	MDS-PW2-US	Qty 2 9509 Power Cord US	EA

SubTotal List Price**UC DMX4 2500 System**

8	SB4-15-DIR	DMX4 STOR BAY 15SLT DR ENCL	EA
8	DF4103001B	300GB10K 295.91GBONEDRV	EA
48	DF4103002B	300GB 10K 295.91GBMIRR	EA
4	DMX4-MEM-8GB	8 GB GLOBAL MEMORY DIR	EA
2	DMX4-40200B	DMX4 6PT FC GE 4M2M	EA
2	DMX4-80000B	DMX4 8PT FC DIR 8M0S	EA
4	DMX-ACON3P-50	AC CONNECTOR 3 PHASE	EA
2	DMX4-PCBL3DHR	DMX4 PWR CBL HBL-RSTOL 3D	EA
1	SRDF-S-RN-OPN	RT FOR SRDF-S ON OPEN SYS	EA
4	DMX4-GE-SRDF	DMX4 GE SRDF PT	EA
1	24S-CONFIG01	24S-CONFIG01KIT	EA
1	PP-SE-SYM	PPATH SE SYM	EA
1	SRDF-S-BASE	SRDF-S BASE LICENSE	EA
29	SRDF-S-C03	SRDF-S 1TB (26-40TB)	EA
1	CC-INST-KIT6	EMC CONTROLCENTER 6.0 INSTALLATION KIT	EA
1	SMC-SW-KIT6	SMC 6.0 SOFTWARE KIT	EA
1	SRDF-A-RN-OPN	RT FOR SRDFA ON OPEN SYS	EA
1	TF-CLN-RN-OPN	RT FOR TFCLONE ON OPEN SY	EA
29	CC-SYMGR-C03	SYMM MGR 1TB (26-40TB)	EA
1	SRDFA-ADDBASE	SRDFA-ADD BASE LICENSE	EA
29	SRDFA-ADD-C03	SRDFA-ADD 1TB (26-40TB)	EA
1	TF-CLONE-BASE	TF-CLONE BASE LICENSE	EA
29	TF-CLONE-C03	TF-CLONE 1TB (26-40TB)	EA
1	CC-SYMGR6-BAS	EMC SYMMETRIX MANAGEMENT BASE LICENSE	EA
1	M-PRESW-001	PREMIUM SOFTWARE SUPPORT	EA
2	SB-BBU	STOR BAY BATTERY BACK-U	EA
3	DMX4-PWRMOD	DMX4 PWR MOD 24 SYS	EA
1	DMX4-DBDR-3D	DMX4 DRV BAY DCON 3D	EA
1	DMX4-1DAPAIR	DMX4 DISK DIR PAIR	EA
1	DMX4-SYS24-3D	DMX4 24 SLOT SYS BAY 3D	EA

SubTotal List Price**RSA Upgrade**

3505	AUT0005000E	RSA Authentication Manager Enterprise Edition Software	EA
3505	SID700-6-60-36-5000	RSA SecurID SD700 Authenticator (60 months Token Life)	EA
3505	APP0005000EE4	Year 1 (Authentication Manager Enterprise SecureCare 24x7 Support)	EA
		Prorated to expire with current OSU SecurID Maintenance Plan	
3505	APP0005000EE12	Year 2 Support	EA
3505	APP0005000EE12	Year 3 Support	EA
3505	APP0005000EE12	Year 4 Support	EA
3505	APP0005000EE12	Year 5 Support	EA

SubTotal List Price

Networker Additional Licenses

2	456-004-614	NETWORKER CLIENT CONNECTIONS QTY 25	EA
1	M-ENHSW-004	ENHANCED OPEN SOFTWARE SUPPORT	EA
SubTotal List Price			

Networker 5 Year Maintenance

1	Misc	5 Year Maintenance - Networker Support
SubTotal List Price		

Total List Price

Equipment to be used as Trade-in:

Trade In

	Trade In Allowance
1	-1265 – DMX1000
1	-0183 – DMX 800
1	-0364 – DMX 3000
1	-0860 – DMX 2000
1	-1338 – CX700
1	-609WX – 9216
1	-609XO - 9216
1	-903ST – 9216
1	-1012S – 9216
1	-5502E – 9509
1	-201PC - 9509
1	-201R2 - 9509
1	-6034X - 9509
1	-EDL
	Total Trade In

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

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

Company Name: _____

Authorized Signature: _____ Title: _____

Printed Name: _____ Date: _____

SCHEDULE B: OSU Certification Form



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

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

Name (print)

Title (print)

Name (print)

Title (print)

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

Signed: _____ Title: _____

Company: _____

Federal Tax I.D. Number _____

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

SCHEDULE C: DMA Form

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

Instructions:

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



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

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

DECLARATION REGARDING MATERIAL ASSISTANCE/NO ASSISTANCE TO A TERRORIST ORGANIZATION

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

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

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

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

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

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

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

SCHEDULE C: DMA Form (continued)

DECLARATION

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

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

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

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

CERTIFICATION

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

X

APPLICANT SIGNATURE

DATE

X

PRINT APPLICANT NAME