

REQUEST FOR PROPOSAL
FOR
LIBRARIES CONNECT OHIO (LCO)
Ohio Web Library Online Information Collection

Issued by
The Ohio State University
As Fiscal Agent for
OhioLINK

TABLE OF CONTENTS

Paragraph	Page
1. DEFINITION OF TERMS	3
2. PROPOSER QUALIFICATIONS;	3
3. SCOPE OF SERVICES	4
4. ADDENDA AND INTERPRETATION	6
5. RIGHTS RESERVED BY OWNER	7
6. PRICING AND PAYMENT TERMS.....	7
7. SUBCONTRACTORS	8
8. SPECIFICATIONS	8
10. GENERAL RESPONSIBILITIES OF THE CONTRACTOR.....	11
11. DURATION, TERMINATION AND TERMS OF CONTRACT.....	11
12. EVALUATION OF AWARD	13
13. BASIS AND METHOD OF SELECTION.....	13
14. FORMATION OF THE AGREEMENT.....	14
15. PROPOSAL RESPONSE.....	14
16. SUBCONTRACTORS.....	16
17. PROHIBITION OF OFFSHORE OUTSOURCING.....	16
18. VENDOR RESPONSE FORM.....	17

1. DEFINITION OF TERMS

Wherever the following terms appear, they shall have the meanings set forth opposite each.

- 1.1 (RFP) Request for Proposals: A competitive process whereby suppliers and contractors have an opportunity to initially submit pricing proposals for consideration. Once reviewed, the University has the opportunity to determine which proposers it wishes to conduct negotiations with for the purpose of arriving at the terms deemed to be in the best interest of the University and OhioLINK and its LCO partners.
- 1.2 Owner, University: The Board of Trustees of Ohio State University, Columbus, Ohio as fiscally responsible for OhioLINK.
- 1.3 OhioLINK: Ohio Library and Information Network with The Ohio State University acting as Fiscal Agent acting on behalf of LCO.
- 1.4 Contractor: The party or parties (in case of a multiple award) awarded the contract, its heirs, executors, administrators, successors or assignees.
- 1.5 Sub-contractor: Any person, persons, firm, company, partnership or corporation contracting with the contractor to perform a part or all of the contract.
- 1.6 Proposer: Any firm or individual invited by the Purchasing Department, who submits a proposal to fulfill the conditions and terms of this invitation to negotiate.
- 1.7 Firm: Any qualified potential proposer.
- 1.8 Terms specific to this project:

OPLIN: Ohio Public Library Information Network

INFOhio: Information Network for Ohio Schools

LCO: Libraries Connect Ohio, collectively OhioLINK, OPLIN , INFOhio, State Library of Ohio

LSTA: Library Services and Technology Act. This federal funding is administered for the state of Ohio by the State Library Board.

2. PROPOSER QUALIFICATIONS;

To be considered, a bidder must:

- 2.1 Own and operate adequate facilities and equipment devoted to the production of that which it proposes to furnish or to the services required.

- 2.2 Exercise strict quality control and inspection in every aspect of performance so that the end product conforms to the intent of the specifications.
- 2.3 Have been engaged in the type of services proposed operating under its current business name for a minimum of the past 2 years.
- 2.4 Have a staff with commensurate experience and supervision who will furnish the end product proposed. Staff shall complete all work within the United States.
- 2.5 Provide in its bid the names of at least three (3) institutions, as requested in the References section, of the largest successfully completed projects of this same nature. Preference will be given to library or other consortia.
- 2.6 Provide proof of financial stability of the firm upon request. Such proof may include bank references, Dunn & Bradstreet ratings, credit report, etc. as necessary to establish the financial stability of the firm.

3. SCOPE OF SERVICES

3.1 Libraries Connect Ohio (LCO) DESCRIPTION AND MISSION

LCO is the term for cooperative efforts by Ohio's three statewide library programs, the Ohio Public Library Information Network (OPLIN), the Ohio Library and Information Network (OhioLINK), and the Information Network for Ohio Schools (INFOhio), in coordination with the State Library of Ohio. LCO is working to maximize the sharing of resources.

The Ohio legislature-funded programs - OPLIN, serving public library users, OhioLINK, a program of the Ohio Department of Higher Education serving higher education academic library patrons, and INFOhio, a division of the Management Council of the Ohio Education Computer Network funded in part by the Ohio Department of Education, serving PreK-12 school students, have over a decade of cooperative efforts. LCO provides a foundation for us to work together to define common information needs and to investigate ways to effectively and efficiently provide information to Ohioans. LCO is founded on the belief that citizen well-being is furthered by efficient information exchange in all communities and institutions where quality teaching, research excellence, and lifelong learning are valued.

For more information on the three LCO programs go to:

www.ohiolink.edu

www.oplin.org

www.infohio.org

- 3.2 By coordinating the statewide programs of OhioLINK, OPLIN, and INFOhio and the State Library of Ohio, three compelling goals can be achieved:

- 3.2.1 Guarantee that Ohio citizens will have a core set of information resources necessary to compete in the global economy and improve their quality of life.
 - 3.2.2 Provide these resources to all Ohio citizens regardless of where they go to school or live.
 - 3.2.3 Maximize the efficiency of the investment in necessary information resources.
 - 3.2.4 The partners take it as given that without concerted statewide collaborative action there is no other way to achieve adequate and equitable information access across the state.
- 3.3 The means to achieve these goals is through the combined, coordinated efforts of the State Library of Ohio, OhioLINK, OPLIN, and INFOhio. Together, these four programs have formed Libraries Connect Ohio, an initiative that defines and delivers a *Statewide Ohio Web Library (OWL)* that will provide the common set of information resources across the state, whether through a centralized portal or through the methods of access used by the partners and their member libraries and institutions. Through web and telecommunication infrastructure we can deliver vast quantities of information directly to users at their libraries, schools, homes, or on mobile devices.
- 3.4 The goal is to provide a core of electronic information (OWL) across the state to ALL schools, public libraries, homes, and academic institutions. Statewide licensing and purchasing of information is the only means through which we can leverage our buying power and guarantee universal statewide access to core information resources.
- 3.5 This RFP is intended for planning, evaluation, and potential future purchase purposes under the OWL concept. Organizations who respond to this RFP (Proposer) may be asked to provide additional information and/or invited to participate in product demonstrations at LCO's sole discretion. Product and/or service demonstrations may become part of the evaluation process should LCO determine to proceed with procurement of databases for the OWL.
- 3.6 Libraries Connect Ohio (LCO) is requesting information from online database and information providers. The purpose will be to provide shared access to Ohio academic, public, school and state governmental agency libraries and to the users of these libraries. These shared resources will provide significant content in the broad areas explained in the Specifications.

3.7 LCO Program Profiles

- 3.7.1 Collectively we serve the total population of Ohio, 11.61 million via internet and mobile access. Library patrons may authenticate via more than one

type of library depending on the information need to be filled and individual preference.

- 3.7.2 INFOhio is composed of: 612 public school districts with 3134 buildings, 49 joint vocational school districts, 715 non-public schools, 343 community schools, 3200 early learning and childcare centers, 253 special support centers, 51 educational service centers, serving over 2 million K - 12 students.

<u>Public School Buildings</u>	
High Schools	737
Junior High Schools	74
Middle Schools	534
Ungraded	18
Elementary Schools	1771
<hr/>	
Total Public Buildings	3134

- 3.7.3 OPLIN consists of: 251 public library systems with 770 library outlets serving 8.75 million registered patrons.

- 3.7.4 OhioLINK consists of: 92 higher education institutions in 120 main, medical, law, and branch library members serving over 571,000 students, faculty, and staff; 538,000 student FTE.

4. ADDENDA AND INTERPRETATION

- 4.1 Interpretation of the meaning of the attached proposal documents or other pre-proposal documents will be provided to any proposer. A firm shall promptly notify the University of any ambiguity, inconsistency, or error which they may discover upon examination of the RPF document.
- 4.2 Any questions concerning the scope or opportunities outlined in this Request for Proposals shall be directed to OSU Purchasing through the Ariba Message Board.
- 4.3 **DEADLINE FOR QUESTIONS:** The University will determine whether any addenda should be issued as a result of any question or other matters raised by prospective proposer. **In order to allow sufficient time to distribute addenda if required, all questions must be submitted by October 3, 2017.**
- 4.4 Under no circumstances will verbal statement(s) of a proposer or the University or OhioLINK or LCO employee be considered as binding. Changes shall be accomplished ONLY upon the written approval of the University.

5. RIGHTS RESERVED BY OWNER

- 5.1 The Owner reserves the right to negotiate the details of any proposed contract resulting from this competitive negotiation process with the successful Proposer(s). The University may request clarifications from any proposer prior to entering into or during any resulting negotiations.
- 5.2 The University reserves the right to analyze proposals and award to the most responsive and responsible Contractor as follows:
 - 5.2.1 Should the University enter into negotiations for the purpose of reaching a mutually agreeable contract and be unsuccessful within a reasonable time, the University reserves the right to close negotiations and enter into negotiations with other Contractors that submitted proposals for services outlined in this RFP.
- 5.3 The University reserves the right to audit the contracted Firm's records with 48 hours advance notice at owner's expense. This shall include but is not limited to any items or services directly billed to owner.
- 5.4 Cancellation of the RFP. The University and OhioLINK reserve the right to cancel all or part of this RFP at any time. In addition, the issuance of this RFP does not imply any commitment to purchase any products or services from any proposer.
- 5.5 It is policy of the Owner that a Contractor may not advertise the fact that its firm has contracted with the Owner for goods and/or services without written permission from the Owner.

6. PRICING AND PAYMENT TERMS

The focus of this RFP is in obtaining a single comprehensive, statewide license to serve the overlapping constituencies of the LCO. Therefore, the pricing structure should be as simple as possible to meet this objective. The pricing should recognize the overlapping nature of our constituencies (e.g. a student may also be a public library card holder). Vendor must provide the basis for pricing (e.g. FTE) and must break out pricing for each of the participating partners (INFOhio, OPLIN, OhioLINK). Initial price must be valid for the term of the contract.

- 6.1 All prices must be firm. Check your proposal carefully, for it may not be changed or corrected after the date fixed for proposal closing. Proposer will be expected to deliver at the price(s) quoted, unless later changed during contract award negotiations.

6.2 After the initial award, any additions or deletions to the scope of work will be by mutual agreement and confirmed in writing.

7. SUBCONTRACTORS

7.1 The successful bidder shall not subcontract any part of the contract.

8. SPECIFICATIONS

8.1 The participants in OWL have identified these broad areas as aligning with the interests of the state of Ohio and the respective state agencies that serve the K-12, public, and higher education libraries in the state. Proposals should fall in one or more of these categories:

8.1.1 High-quality full-text databases or resources that cover general purpose information needs including general reference materials, business, consumer health information, news, and current affairs interest.

8.1.2 High-quality full-text databases or resources that cover academic curricula in upper level high school and undergraduate higher education, covering subjects such as literature, the social sciences, the sciences, health sciences, and other general education requirements.

8.1.3 High-quality full-text databases or resources that support workforce development, career choice, and lifelong learning and certifications, including languages, test prep, etc.

8.1.4 High-quality full-text technical databases, materials, or collections of manuals that are of interest to a wide audience, both DIY and the trades and professions.

8.1.5 Products related to developing early literacy skills and the reading proficiency of K-3rd graders.

8.1.6 Full-text primary source collections of interest to a wide audience.

8.1.7 Associated products and software of general applicability to the constituents that help deliver relevant library content, such as link resolvers, discovery layers, tutoring platforms, etc.

Consideration of other types of resources is at the discretion of the committee and will depend on pricing and interest to one or more of the constituent groups.

9. SERVICE ELEMENTS

9.1 ECONOMIC MEASURES/MANDATORY/PRIMARY/SECONDARY SERVICE ELEMENTS

The initial basis for evaluating proposals will be the ability to meet the relevant Economic Measures. If a proposal is deemed to qualify based on the relevant Economic Measures then it will be evaluated based on Mandatory, Primary, and Secondary Service Elements.

9.1.1 Economic Measures

- Price is advantageous to pricing that is or can be offered to each of the LCO programs acting as an individual group
- Price is advantageous to the collective prices being offered to individual member libraries of the three LCO programs
- Price is deemed advantageous relative to perceived need

9.1.2 Mandatory Service Elements

The following requirements are **mandatory** for all database or resources services proposed in response to this RFP. Responses that do not meet these requirements will not be considered.

- Web-based service provided by Proposer.
- Access authentication available via IP addresses including proxies as required by participating libraries.
- Formatted for most common mobile devices, including phones and tablets.

9.1.3 Primary Service Elements

The degree to which each proposer's database(s) appropriately meet these elements if relevant to the nature of the proposer's database(s) will be considered during the selection process.

9.1.3.1. Complies with W3C WCAG 2.0 Web Content Accessibility Guidelines. All responses must indicate what WCAG level the services proposed meet or exceed

9.1.3.2. License accommodates pro rata refunds to LCO libraries or regional systems who are current subscribers as appropriate

9.1.3.3. Content & Topic Areas

- Full text or full data coverage
- Cover-to-cover or inclusive full text or data
- Images, graphs, charts included
- Comprehensive back file
- Content in the areas defined by this RFP
- Content or library-related resources/services of interest to more than one partner (e.g. content/resources of interest to preK-12 and higher

education, or content/resources of interest to all three partner communities)

- Current information and minimal lag time to availability
- Content appropriate and specific to the topic/service covered
- Ohio, national, international coverage (newspapers)

9.1.3.4. Interface

- User-friendly interface
- Simple and Complex searching available where appropriate
- Audience-appropriate searching
- Browser, platform, and resolution independent
- Utilizes web standards for HTML5, CSS and JavaScript
- Accessibility as described in mandatory service requirements

9.1.3.5. Delivery

- Access authentication as described under mandatory service requirements
- Statewide remote access available
- Ability to meet delivery deadlines

9.1.4 Secondary Service Elements

The following secondary service elements will also be considered during the selection process if relevant to the nature of the proposer's database(s), resources, or services.

- Provides features that allow linking to print and digital holdings
- Provides 24/7 help desk / user support
- Enterprise level capacity to deliver product/services to a consortium the size of LCO at peak usage times
- 99% system availability; Contractor will provide a Service Level Agreement (SLA) that indicates a response within one hour to malfunctions of database access during regular business hours Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding State of Ohio holidays
- Complete statistics reporting compatible with latest ICOLC (International Coalition of Library Consortia) Guidelines including SUSHI capability at the institutional / library level as well as regional and statewide
- Provides training (including onsite training in Ohio) and user-support materials at no extra cost
- Allows for branding of web site
- No contractual or technical barriers impede fair use of content

9.2 Final decisions will be made on the basis of:

- Ability to successfully meet the Economic Measures criteria
- Input of the LCO RFP Working Group relative to Service Elements
- Evaluation of product and service demonstrations and trials if needed

- Joint determination by the LCO participating programs that one or more vendor proposals constitute viable selections and can be practically accommodated into their budgets and funding mechanisms.

10. GENERAL RESPONSIBILITIES OF THE CONTRACTOR

10.1 The Contractor will coordinate its work with the University or a representative of the Owner.

10.2 The selected contractor shall not use the name of any LCO partner or any LCO member library or Institution in advertising or other promotional materials without first obtaining written consent from the LCO partner and the Institution.

10.3 Any conditions which the Contractor wishes to stipulate other than those included in this RFP must be specifically stated in writing in the Contractor's cover letter.

10.4 If the Contractor cannot accept a provision of the RFP, it must state in the same letter the number and title of the unacceptable provision.

10.5 No announcement concerning LCO's selection of a Contractor(s) and/or awarding of a contract(s) as a result of this RFP may be made by the Contractor without the prior written approval of LCO.

10.6 Financial Responsibilities of the Contractor(s):

10.6.1 The Contractor shall submit invoices as determined in negotiation to OhioLINK c/o OH-TECH, 1224 Kinnear Rd, Columbus Ohio 43212. OhioLINK/OH-TECH is under the fiscal, procurement and administrative agency of The Ohio State University.

11. DURATION, TERMINATION AND TERMS OF CONTRACT

11.1 It is the intent of LCO to apply to the State Library Board for LSTA funding beginning July 2018 and ending June 2023 for a set of electronic information resources/services from vendors responding to this RFP. It is the intent of LCO to use the RFP responses to seek future LSTA funding.

11.2 It is also the intent of LCO to use the RFP responses to seek funding from the state of Ohio biennium operating budget. The outcome of this effort is highly uncertain. It is also the intent of LCO to use the RFP responses to investigate funding by coalitions of public, school, and academic institutions. The outcome of this effort is highly uncertain. Either of these two efforts could lead to future contract awards or a second RFP with time frames to be determined.

11.3 The award documents shall be a contract incorporating by reference the terms and conditions of the Request for Proposal and the Contractor's proposal as negotiated. The contract shall be awarded by the OSU Purchasing Department

acting as fiscal Agent for OhioLINK. The contract(s) shall have a term of one year, with an option to renew if funding is obtained.

- 11.4 In the event the selected Contractor breaches any of the terms and provisions of the contract, the University reserves the right to accurately and specifically describe the unsatisfactory condition in a written notice to the Contractor and expect that this be corrected within a thirty (30) day period from the date the notice is received by the Contractor. If the described condition is not corrected satisfactorily within this time period, a thirty (30) day notice of cancellation of the contract may be given to the Contractor, by registered or certified mail. Upon providing such written notice, the University may solicit the services or support described herein from other sources, and may hold the Contractor responsible for any and all excess costs or for any and all losses occasioned thereby. A meeting may be called by either party to review problem resolution.
- 11.5 If, during the term of the contract, a Contractor should be adjudged bankrupt, become insolvent, make a general assignment for the benefit of creditors, cease conducting business in the normal course, suffer or permit the appointment of a receiver for its business or assets, or shall otherwise become the subject of proceedings under the Federal Bankruptcy Act or any other statute of any state relative to insolvency or protection of rights of creditors, then the University may issue a written notice of termination of the contract by registered or certified mail to the Contractor and may terminate the contract immediately and without further notice.
- 11.6 Non- Appropriation of Funds. A resultant agreement may be canceled without further obligation on the part of the University in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. The vendor will be notified in writing of such non-appropriation at the earliest opportunity.
- 11.7 The failure of either the Contractor or the University to insist upon strict performance of any of the terms or conditions of the contract shall not be construed as a waiver or relinquishment for the future of any such term or condition, and the same shall be and shall remain in full force and effect.
- 11.8 If either party is prevented from performing under the contract because of fire, explosion, water, civil disorders, labor disputes, vandalism, acts of God, energy related closings, other casualties, or other disturbances beyond the control of either of the parties, the disruptions shall not be considered a default of the terms of the contract.
- 11.9 Either party to the contract may make a written request for a review of its provisions and terms at any time and may agree to amend or revise any or all provisions and terms. All such mutually agreed upon adjustments must be in writing, signed by the authorized representatives of both parties, and the contract amended to include same.

11.10 Neither party shall assign or transfer the contract or any part of same nor enter into any subcontracts for services under this contract without the prior written approval of the other party. This includes the contractor's ability to assign all or a portion of the support and corresponding display to a third party.

11.11 The Contractor will provide databases as described herein as an independent Contractor of the University, not as the University's agent or representative. The Contractor shall not, in any manner, use the credit or the name of the University in connection with its business or affairs except as specifically authorized in the Contract or as approved in writing prior to such use by the University.

12. EVALUATION OF AWARD

12.1 This request for proposal is part of a competitive procurement process which helps to serve LCO's best interests. It also provides companies with a fair opportunity for their services or support to be considered. With the RFP competitive negotiation process, price is not required to be the determinative factor, although it may be, and the University and OhioLINK, on behalf of its LCO partners, have the flexibility needed to negotiate with Contractors to arrive at a mutually agreeable relationship.

12.2 In the event that funds for all of the items are not appropriated or are withdrawn, Owner reserves the right to award only some of the items, depending on the costs. If this is the case, negotiations will be undertaken with the selected vendor.

13. BASIS AND METHOD OF SELECTION

13.1 After review of proposals, resulting negotiations, and approval of LSTA funding, an award(s) may be made to the Contractor(s) who is(are) determined by the University and LCO to be the most responsive and responsible Contractor(s) to best meet the needs and objectives of LCO's community at the terms and price deemed to be in the best interest of LCO. The University and OhioLINK reserve the right to reject any or all proposals if they are in its discretion judged unacceptable, to waive any technical or formal defect therein, to accept or reject any part of any proposal, and to award the contract to other than the contractor proposing the highest level of support according to its own judgment of its best interests, or to make awards for any portion of the work and to perform a portion or all of the areas by OSU employees or temporary services, or a combination thereof.

13.2 In considering award of a contract, the University and OhioLINK will consider a number of factors as detailed in Paragraph 12.

13.3 Funding permitting, it is the intent of the University and OhioLINK to award any contract(s) resulting from this RFP to the contractor(s) submitting the proposal(s) that best serves LCO on the basis of specification requirements,

terms and conditions of the proposal, and costs. OhioLINK reserves the right to enter into negotiations with the most responsive RFP proposer(s) for purposes of finalizing any resulting contract award(s). OSU and OhioLINK reserve the right to negotiate the final details of any resulting agreement.

14. FORMATION OF THE AGREEMENT

- 14.1 All proposals received will be carefully evaluated by the University and LCO. The University and OhioLINK may then conduct formal negotiations with one or more contractors to arrive at a mutually agreeable contract or multiple contracts deemed to be in the best interest of OhioLINK and its LCO partners.
- 14.2 The University and OhioLINK and its LCO partners may determine to make awards based on the proposals as submitted without negotiation. Therefore, each Contractor must include in its written proposal all requirements, terms, or conditions it may have and should not assume that an opportunity will exist to add such matters after the proposal is submitted.
- 14.3 The University and LCO will award any resulting contract or contracts to the selected Contractor(s) as follows:
 - 14.3.1 Both parties will execute a mutually satisfactory written agreement based on this Request for Proposal, the proposal submitted, and the result of any clarifications or negotiations. Any subsequent changes to the contract shall require a formal amendment.

15. PROPOSAL RESPONSE

- 15.1 It is the desire of the University to receive comprehensive proposals. In order to be considered responsive, it is required that firms respond to all questions. Responses must be received by the Purchasing Department prior to the appointed due date and time for this RFP.
 - 15.1.1 It is the responsibility of the Contractor to attach any additional information necessary to fully explain the intent of its proposal. Excessive references to pre-published, supplementary or attached documents will be view negatively. Furthermore, if responses do not specifically answer the question given, they will be viewed as unresponsive and no credit will be given during evaluation.
 - 15.1.2 Bid process results and the contract resulting from your proposal will be a matter of public record. Any specific proprietary information contained in the response must be clearly marked as such.

15.2 RFP Schedule OF EVENTS

July 1, 2018	LSTA database licenses begin if funding is obtained
September 12, 2017	RFP issued
September 19, 2017	Bidders Conference
October 11, 2017	RFP closes

16. SUBCONTRACTORS

The successful bidder shall not subcontract any part of the contract.

17. PROHIBITION OF OFFSHORE OUTSOURCING

The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.

<http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf>

The Contractor also affirms, understands, and agrees to immediately notify Wright State University of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

The Contractor also agrees to disclose if requested by Ohio State University all of the following:

- The location where all services under this Contract will be performed by the Contractor or any subcontractor;
- The location where any state data associated with any of the services the Contractor is performing under this Contract, or seek to provide will be accessed, tested, maintained, backed-up or stored;
- The principle location of business for the Contractor and all subcontractors who are supplying services under this Contract.

If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. Ohio State University is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the Ohio State University all funds paid for those services. Ohio State University may also recover from the Contractor all costs associated with any corrective action the Ohio State University may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

Ohio State University may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. the Ohio State University may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

Ohio State University determines that actual and direct damages are uncertain or difficult to ascertain, Ohio State University in its sole discretion may recover a payment of liquidated damages in the amount of two percent of the value of the Contract.

The Ohio State University in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, Ohio State University may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

Notwithstanding Ohio State University permitting a period of time to cure the breach or the Contractor's cure of the breach, Ohio State University does not waive any of its rights and remedies provided Ohio State University in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

The Contractor will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of Ohio State University. Any assignment or delegation not consented to may be deemed void by Ohio State University.

18. VENDOR RESPONSE FORM

INSTRUCTIONS FOR COMPLETING THE VENDOR RESPONSE FORM

Vendor will complete the following Excel spreadsheet.

COMMENTARY

Comments and explanations may be provided for all Sections. ALL comments and explanations should be provided at the end of the spreadsheet/form – not interspersed. Comments must be numbered to correspond to the specification or section to which it refers and presented in numerical order. If a feature is in development, please indicate expected timeframe for completion.