

WELD
IT
RIGHT

Schmidt ENGINEERING

WELDING ENGINEERING, TRAINING AND CONSULTING SERVICES



SEI Document # CSCC-161114

PROPOSAL

WELDING CURRICULUM
REVIEW SERVICES

Prepared For
CINCINNATI STATE
TECHNICAL AND COMMUNITY COLLEGE
Cincinnati, Ohio

Submitted in Response to
Cincinnati State Solicitation No. CS-TC-16-016

Submitted to
Jeffery L. Cook, C.P.M.
Purchasing and Materials Management Dept, Room 157
3520 Central Parkway
Cincinnati, Ohio 45223

Date Submitted
November 14, 2016

Approved by:

Catherine L. Schmidt

Catherine L Schmidt, CEO
Schmidt Engineering Div..
Schmidt Equipment, Inc.

Introduction

This proposal is Schmidt Engineering's response to Solicitation No. CS-TC-16-016 issued by Cincinnati State Technical and Community College requesting proposals from qualified suppliers for welding curriculum *review* services.

This proposal contains:

- A proposed scope of work;
- A description of the qualifications, experience and expertise of two subject matter experts that will together perform all of the work proposed herein;
- Resumes of SMEs
- A list of current and past clients for whom similar work has been performed and brief descriptions of the work performed;
- Three references for work performed by each of Schmidt Equipment's two SMEs;
- Schmidt Engineering's Fee Structure for this project.

Proposed Scope of Work

1. Quick preliminary *review* to get familiar with all curriculum materials including:
 - Courses included in curriculum for Welding Certificate
 - Courses included in degree program
 - All texts used for courses
 - Samples of hand-out materials used in each course
 - Tests given in most recent of each course
 - Test scores
 - Most recent student evaluations of each course
2. On-site meeting and tour of weld lab
 - Meet and talk with welding instructors and welding program team members
 - Familiarize SMEs with adaptive learning resources and contextualization work
 - Discuss/revise proposed scope of work after preliminary review and lab tour
3. Development of customized rubrics to evaluate individual courses and syllabi
 - Structure based on information gained from quick review of curriculum materials
 - To include 6 Math modules and Writing/Language workbook and related materials
 - Sections and line items will generate data to be utilized in rubric sent with RFP
4. Full review and evaluation of all courses in certificate and degree curriculums
 - Utilize customized rubric *to* evaluate each course individually
 - Course will be evaluated with respect to components listed in rubric sent with RFP
5. Full review and evaluation of all course syllabi
 - Utilize customized rubric to evaluate each syllabus individually
 - Syllabi will be evaluated with respect to components listed in rubric sent with RFP
6. Full review and evaluation of texts, handouts, tests, test scores and student evaluations
 - Evaluations to be conducted using customized rubric including technical accuracy
 - Evaluations will generate data compatible with components in rubric sent with RFP

S

ENGINEERING – A DIVISION OF SCHMIDT EQUIPMENT, INC

6297NRIDGE11D WEST • GENEVA, OH 44041 • PHONE (440) 466-6414 • FAX(440)466-6082

Proposed Scope of Work (Continued)

7. Data in customized rubrics summarized and transferred into rubric sent with RFP
 - Average scores will be calculated for each line item in each customized rubric
 - Where applicable, the average scores calculated will be entered into RFP rubric
 - SMEs will jointly evaluate and score each line item under "Program Overview,,
 - SMEs will jointly evaluate and score each line item under "Overview Table"
 - SMEs will comment on, and/or make recommendations as to each section rated.
8. Draft copy of completed rubric will be provided to TAACCCT Grant Administrator
 - Grant Administrator will review rubric and give feedback/discuss with SMEs
9. Final version of rubric compiled based on feedback/discussions w/Grant Administrator
 - Delivered to Grant Administrator for review and approval
 - Approval by Grant Administrator completes project.

Qualifications, Experience And Expertise Of Subject Matter Experts

Phillip M. Schmidt, P.E. and Ryan Eubank will do all of the work required to conduct and complete this project. Mr. Eubank will be the Principal Investigator. They are both highly qualified Subject Matter Experts (SMEs) with many years of experience welding, training welders and welding supervisors, teaching courses related to welding, developing curriculum materials for welding courses, and hiring and employing welders.

Mr. Schmidt is a graduate professional welding engineer, a CWI, an International Welding Engineer, and a Life-Member of the American Welding Society. He is a part-time instructor and program developer in the Welding Program at Lakeland Community College and teaches weeklong 40-hour AWS seminars for welding supervisors. He is also a welding consultant for Barckhoff Welding Management Corporation, a welding consulting firm located in Minnesota. Mr. Schmidt has written course materials used at Lakeland, in the AWS CWS seminars and to teach welding supervisors, designers and quality assurance personnel working in a number of companies that retained BWMC to improve the way they managed their welding operations. His resume, a list of current and past clients for whom he has performed work similar to that being proposed and a list of three references are presented in following sections of this proposal.

Mr. Eubank is a full-time high school welding instructor, a part-time instructor and program developer in the Welding Program at Lakeland Community College, and a part-time welding instructor for the Lincoln Electric Company. 15 of his students have been State Champions (Ohio) in Skills USA welding competitions, and this year one of his students was the National Champion! He has also had students place 2nd and 3rd and has had 9 place in the top 5 nationally and 3 in the top 10. He was a full-time welding instructor at Lincoln for 5 years and has been a part-time welding instructor for 11 years. He teaches many of Lincoln's high-profile and advanced classes for attendees from outside the USA,

S

ENGINEERING - A DIVISION OF SCHMIDT EQUIPMENT, INC

the Boilermakers and other labor unions, Experimental Aircraft Owners Association, NASCAR, the Alaska Pipeline, all branches of the U.S. military and welding educator workshops, He has been a Subject Matter Expert for Lincoln clients on numerous occasions, including a recent extensive review and evaluation of the welding program at Texas A&M and the U-Link online welding education portal. Mr. Eubank has written curriculum materials for a wide variety of welding-related subjects for use by the Lincoln Electric Company and many large, welding-intensive companies that are Lincoln customers. His resume, a list of current and past clients for whom he has performed work similar to that being proposed and a list of three references are presented in following sections of this proposal.

Resumes -- Phillip M. Schmidt, P.E. and Ron Eubank

PHILLIP M. SCHMIDT, PE

Phillip M. Schmidt, P.E., CWI, IWE

President, Schmidt Equipment, Inc.

Chief Engineer, Schmidt Engineering

Consulting Welding Engineer, Barckhoff Welding Management Corp.

Headquarters - 1255 78th Street, Victoria, MN 55386 Ph: 952-443-2108

Part-time Instructor and Welding Program Developer, Lakeland Community

Campus - 7700 Clocktower Drive, Kirtland, OH 44094 Ph: 440-525-7700

6297 N. Ridge Rd., West
Geneva, Ohio USA 44041.

Phone (440) 466-6414

Fax: (440) 466-6082

e-mail: pschmidt_pcsi@yahoo.com

EDUCATION: B.S. Welding Engineering, 1966 - Ohio State University, Columbus, Ohio

PROFESSIONAL PROFILE:

Phillip M. Schmidt, P.R. is a registered professional welding engineer (Ohio PE # 35272) with more than 40 years of diverse cross-functional engineering experience working in many different types of companies. He is a European Union recognized International Welding Engineer with an International Institute of Welding Diploma, an American Welding Society (AWS) Certified Welding Inspector, and a Life Member of AWS. He is also an experienced hands-on welder, steel fabricator and a trainer of welders.

Mr. Schmidt currently offers professional engineering and consulting services through Schmidt Engineering, a Division of Schmidt Equipment, Inc. - a company founded by his father and mother more than 50 years ago. He specializes in utilizing his extensive multi-disciplinary, cross-functional engineering experience and his in-depth knowledge of welding engineering technology to analyze and resolve welding-related problems and to help top-level executives of large welding-intensive companies save millions of dollars annually by implementing Total Welding Management Systems using the Barckhoff Method. He is a Barckhoff-trained Welding Instructor and trains employees of Barckhoff client companies. He also teaches intensive 40-hour AWS welding supervisor training seminars that emphasize productivity, quality and safety; teaches part-time in the welding program at a NE Ohio community college, and occasionally provides expert advice and testimony to attorneys litigating lawsuits.

He has worked as a welding, manufacturing and/or project engineer for aerospace, ship building, nuclear, automotive and electro-chemical companies, and has more than 15 years experience as co-owner and president of a family-owned welding and steel fabricating company. He has provided consulting services to some of the largest welding-intensive companies in the United States. He has designed and been responsible for building, testing and assuring the reliability and quality of a wide range of products from automotive components, material handling equipment, pressure vessels and complex machinery to innovative state-of-the-art tooling that resulted in paradigm changes in the construction methods used to build nuclear submarine hulls and large rocket motor cases for NASA's space shuttle.

Mr. Schmidt has directed two major NASA-funded welding research and development studies and he played a key role in the attainment of a QS-9000 certification for a 400-employee plant of a tier-one auto supplier. He is familiar with the procedures for managing multi-million dollar projects, including the use of Primavera for planning and scheduling; lean manufacturing; robotic welding; the development of welding processes and procedures; process control; nondestructive and destructive testing methods; failure analysis and trouble-shooting; tool and fixture design; the design of large machinery, structures, and pressure vessels; welding health and safety concerns; and the development of welding management plans based on utilizing Total Welding Management principles.

Schmidt ENGINEERING – A DIVISION OF SCHMIDT EQUIPMENT, INC .

6297 N R 19 GE RD WEST GENEVA, OH 44041 PHONE (440) 466-6414 FAX (440) 466-6082

PROFESSIONAL EXPERIENCE:

- 04/13 to Present ***SCHMIDTEQUIPMENT INC - SCHMIDT ENGINEERING DIV.***, Geneva, Ohio
President, Chief Engineer and Co-Owner
Schmidt Engineering was established in 2013 after the company downsized its welding and steel fabricating services to focus more of its efforts to develop and ultimately manufacture a new type of wind tower for which Mr. Schmidt has been awarded a U.S. patent with a Canadian patent pending, and to make his services as an engineer and welding consultant available to various companies and organizations throughout the welding industry. His responsibilities include:
- Conducting and overseeing all of the day-to-day operations of the company.
 - Providing assistance to client companies as to the design, production and testing of welded metal products, structures, pressure vessels, ships, machinery and equipment, including welder and welding supervisor training and the procurement of materials and welding and fabricating services.
 - Providing litigation support to the legal profession.
- 01/00 to 04/13 ***SCHMIDTEQUIPMENT INC.***, Geneva, Ohio
1992 to 1996 President and Co-Owner
1972 to 1990 Responsible for hands-on management of all operations of up to 10 shop and office workers in metal fabricating job shop. Self-supervised, but had to meet performance expectations of other co-owner.
- Designed products and tooling, planned production, ordered materials, set up production machines, developed welding procedures, trained shop workers and welders, directed QA program.
 - Responsible for compliance with environmental, health, safety, wage/hour and other regulations.
 - Products included rolloff containers up to 70 cu yds., structural fabrications, and tanks to 8000 gal.
- 04/99 to 12/13 ***PCS/PROFESSIONAL AND CONTRACT SERVICES, INC***, Geneva, Ohio
(Part Time) Chief Engineer and Co-owner
1992 to 1996 PCSI provided Mr. Schmidt's consulting and engineering services to various clients, ranging from manufacturer of small fabricated metal products to shipyards and rail car builders. The company was closed in 2013 when Schmidt Equipment's Engineering Services Division was established.
- 1998 to 04/99 ***ELTECH SYSTEMS CORPORATION***, Chardon, Ohio
Welding Consultant/Sr. Manufacturing Engineer
Led welding team supporting fabrication of new line of nickel and titanium products used in electro-chemical plants. Reported to Director of Engineering and Materials Management.
- Designed weld tooling which doubled the production rate of two spot welding operations.
 - Made improvements to welding procedures and equipment that reduced weld reject rate by 75%.
 - Trained and directed shop welding personnel involved in producing product line.
 - Lost job when company was restructured after merger with a sister company.
- 1996 to 1997 ***HOWELL INDUSTRIES INC.***, Masury, Ohio
Plant Welding/Manufacturing Engineer
Responsible for all engineering related to welding operations in 400-employee plant producing welded stampings for automotive industry. Reported to Manufacturing Engineering Manager.
- Developed and implemented welding plan that improved weld quality and reduced welding costs.
 - Achieved QS-9000 certification for all welding operations, including (12) semi-automatic GMAW weld stations, (7) resistance spot welders and (7) robotic welders.
 - Performed failure analyses, improved process control, wrote work instructions, trained welders, designed weld tooling and weld booths, upgraded plant weld smoke removal system.
 - Lost job when all in-plant engineering functions were eliminated after buy-out by larger company.
- 1990 to 1992 ***ADVANCED SOLID ROCKET MOTOR DIV., BABCOCK & WILCOX***, Mt. Vernon, IN
Lead Tooling Engineer
Responsible for the design and development of more than \$6 million of state-of-the-art machinery, tooling, jigs, fixtures, and lifting and handling equipment required to manufacture large rocket motor cases for NASA's Space Shuttle. Reported to Manager of Manufacturing Engineering.
- Led team of 8 other engineers to successful completion of work on time and within budget.
 - Participated on multi-disciplinary project teams and used Intergraph CAE/CAD, Primavera planning program, concurrent engineering and other methods to expedite the design, estimating, planning, scheduling, and compliance with quality assurance and performance requirements.
 - Resigned position after tooling was completed and operating in order to return to live in N.E. Ohio.



Ryan Eubank

713 Breezewood Ln, Orwell, Ohio 44076

(440)796--9825

hjeubank@gmail.com

Skills:

- SMAWAWSD1.13G&4G
- GMAWAWSD1.13G&4G
- FCAW-SS AWS D1.1 3G & 4G
- FCAW-OS AWS D1.1 3G & 4G
- GTAW AWS 01.6 3F
- GTAW AWS 01.2 3F
- GTAW AWS 01.1 3F
- API 1104 Pipe6G
- ASME IX Pipe 6G
- ASME IX GTAW 2" & 6' 6G PIPE
- OSHA 10 Hour
- Teachers License Welding
- Teachers License Industrial Maintenance
- CAWI Certified Associate Welding Inspection

Professional Experience

Willoughby Eastlake City Schools, Willoughby, Ohio
August 2007-Present
Welding Instructor

Achievements:

- Successfully train students to compete in Skills USA Competition; Competing welder has placed 1st in the state for the past 10 years
- Successfully train students to compete in Community Service, Job Interview, Job Skills Demo A, Job Skills Demo Open, Prepared Speech, Welding Sculpture, and Customer Service
- Assisted students in Battle Bot Robotic Competition
- Nominated Citizen Of the year 2011 Lake County Board DD
- Leader of the "Gang For Good" 150,000 Community service Hours 350 members past and present student
- 145 students achieved Volunteer Presidential Service Gold medal Award in past 10 years
- Seive on Advisory Committee Lakeland Community College
- Place 2007 National Welding Competition

Responsibilities:

- Supervise 56 students
- Train students in GMAW, GTAW, SMAW, FCAW-SS, FCAW-GS
- Train students in blue print reading, machining, shop safety, OSHA 10 hr, fabricating, welding inspection, and weld'ng certifications
- Develop and execute welding projects for students and community
- Communicate regularly with parent/guardians through email, phone and conferences

S

ENGINEERING-- A DIVISION OF SCHMIDT EQUIPMENT, INC

617. GE II :Jl;Sf .GE:NEV OH ,44Mi: > Jll11QNE(440) 466-6414. FAX (440) 46 6082

Lakeland Community College, Kirtland, Ohio
2006-Present
Welding Instructor

Responsibilities:

- Supervise 8-10 College Students
- Train students in OFW, CFC, OFB
- Instruct and train students in SMAW, GMAW, GTAW, FCAW-SS, FCAW-GS, SMAW>AW Pipe Welding, Certification Plate Welding training
- Train students in basic welding symbols, blueprint reading, basic shop safety

Lincoln Electric Welding School, Cleveland, Ohio
1997-present
Welding Instructor

Achievements:

- 2007 and 2008 District 10 Instructor of the Year

Responsibilities:

- Instruct students in basic and advanced welding processes
- Conduct welding seminars {EAA, Monster Truck Nationals, Motocross Nationals, The Piston Power Show, & Cleveland Auto Rama}
- Train International Students on welding processes in intensive six week course
- Train individuals from all types of professions including: Teachers, Boilermakers, Iron Workers, Pipefitters, NASCAR, Alaskan Pipe Line Workers, Nuclear Power Plants, Pipe Lines from all over the world, and The Aerospace Industry
- Develop curriculum for Iron Workers, Electrical Unions, Torch Mate
- Teach the Teacher in Teacher Observer Program

Education

Kent State University, Kent, Ohio
Career Technical Teacher Education: licensure Program
May 2010

- Welding
- Industrial Maintenance

Lincoln Electric Welding School, Cleveland, Ohio
Standard and Advanced Courses, 17 Week Program
1999

References

References are available upon request.

S

ENGINEERING – A DIVISION OF SCHMIDT EQUIPMENT, INC

6297NJIIDGEJ. I) WEST GE YA, 01144041 PH0NK(440)466-6414 FAX{440} 466-6082

List of Current and Past Clients for Whom Welding Curriculum was Written/Evaluated

PHILLIP M. SCHMIDT, P.E. - CLIENTS

- Lakeland Community College
7700 Cfocktower Drive
Kirtland, OH 44094-5198
- BarckhoffWelding Management Corp
1255 W 58th Street
Victoria. MN 55386
- Schmidt Equipment, Inc.
6297 N Ridge Rd W
Geneva, OH 44041
- Eltech S♦tems, Inc.
100 t^h Ave
Chardon, OH 44024

RYAN EUBANK - CLIENTS

- Lakeland Community College
7700 Cfocktower Drive
Kirtland, OH 44094-5198
- Lincoln Electric Company
21801 Saint Clair Ave
Cleveland, OH 44117
- Willoughby Eastlake City Schools.
25 Public Square
Willoughby, OH 44094
- Texas A&M University.
401 Joe Routt Blvd
College Station, TX 77843
- Experimental Aircraft Owners Association
- Boilermaker Union.
- Boy Scouts of America.

Schmidt Engineering's Fee Structure for This Project

Schmidt Engineering is pricing this project on the basis of it being one project - specifically the completion and submission of the evaluation rubric that is included as part of the RFP package. The fee structure therefore consists of a single lot price as shown in boxes 19 and 20 on the cover page of the RFP package being submitted to Cincinnati State Technical and Community College.

GENERAL COMMENT AS TO THIS PROPOSAL

This proposal has been put forth to provide what might be a more in-depth review than requested. It should be noted that Schmidt Engineering is very flexible as to the scope of work to be performed and willing to adjust our price to reflect any changes made in the amount of work to be done. We have proposed what we consider will provide the most helpful and accurate information but if it is more than desired we would be happy to make any changes requested.

S

ENGINEERING -- A DIVISION OF SCHMIDT EQUIPMENT, INC

127:1\JW=GE,JI) **W I F.** G;ENEVA, OHA4041 . PHONE (4"0) 4f> 64i4 i•FAX.(440)466;;6082 •

SOLICITATION/CONTRACT BIDDER/OFFEROR TO COMPLETE BLOCKS 10, 12, 14, 19, 20 & 25				
1. CONTRACT NO.	2. AWARD EFFECTIVE DATE	3. SOLICITATION NUMBER	4. SOLICITATION TYPE	5. SOLICITATION ISSUE DATE
		CS-TC-16-016	<input type="checkbox"/> SEALED BIDS <input checked="" type="checkbox"/> NEGOTIATED	10/11/16

6. ISSUED BY Cincinnati State Technical and Community College Purchasing and Materials Management Department, Room 157 3520 Central Parkway Cincinnati, Ohio 45223 (513) 569-1590 NO COLLECT CALLS	7. TYPE ACQUISITION IS: <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> MINORITY BUSINESS <input type="checkbox"/> SMALL BUSINESS SIC: SIZE STANDARD:
--	--

8. BID OPENING
Main Campus Room 157, on November 14, 2016 @ 2pm EST

9. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION)
 SUPPLIES SERVICES Commodity Code: Welding Curriculum Services

10. IF OFFER IS ACCEPTED BY CINCINNATI STATE WITHIN 60 CALENDAR DAYS (NO. CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 8 ABOVE. THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTING CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.	11. ADMINISTERED BY Cincinnati State Technical and Community College Regina Livers 3520 Central Parkway Cincinnati, OH 45223
---	--

12. CONTRACTOR OFFEROR FEDERAL ID# SCHMIDT 629 N RIDGE RD W GE'NVVA, OH 45201 TELEPHONE NO: 513-569-1590 CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFEROR	13. ADMINISTERED BY: Cincinnati State Technical and Community College Accounts Payable 3520 Central Parkway Cincinnati, OH 45223 SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 13
---	--

14. PROMPT PAY DISCOUNT
- 0 -

15. ITEM#	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
1,	Welding Curriculum Services for Cincinnati State Technical & Community College per attached specifications Note to Bidders: Sealed Bid Proposals must be received in Purchasing Room 157 Main Campus on or before the bid time/date shown above, If questions concerning the specifications, Please contact Regina Livers at 513-569-5735	1	Each	13,100.00 see scope of work	13,100.00

21. ACCOUNTING AND APPROPRIATION DATA	22. TOTAL AWARD AMOUNT (CINCINNATI STATE USE ONLY)
---------------------------------------	--

23. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT. RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	24. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLOCK 3 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS
--	--

25. SIGNATURE OF OFFEROR/CONTRACTOR <i>td</i> 11-11-16	25. CINCINNATI STATE COLLEGE (CONTRACTING OFFICER SIGNATURE)
---	--

NAME AND TITLE OF SIGNER (TYPE OR PRINT) Catherine L. Schmidt, CEO	DATE SIGNED Nov 11, 2016	NAME OF CONTRACTING OFFICER Jeffery L. Co9k, C.P.M.I.	DATE SIGNED
---	-----------------------------	--	-------------

CERTIFICATIONS

(PLEASE CHECK AND/OR COMPLETE THE APPROPRIATE RESPONSE.)

1. MINORITY BUSINESS ENTERPRISE: Is your firm a Minority Business Enterprise?

YES () NO ()

A Minority Business Enterprise is defined as an individual, partnership, corporation, or joint venture of any kind that is owned and controlled by United States citizens who are members of one or more of the following economically disadvantaged groups: African American, female, Native American, Hispanic American, Asian American, Disabled Veteran.

2. UNITED STATES PRODUCTS: The goods () () (are) () (are not), produced or mined in the United States of America, its possessions, or Puerto Rico.

3. OHIO PRODUCT: Note: Economic preference shall be awarded to Ohio bidders and bidders from "Border" (Michigan, Kentucky, Pennsylvania, Indiana and West Virginia) states, provided those states do not impose economic restraints on products produced or mined in Ohio. An "Ohio Bidder" is defined as one who offers Ohio products (defined to mean products which are mined, excavated, produced, manufactured, raised or grown in the state by a person where the input of Ohio products, labor, skill, or other services constitutes no less than 25 percent of the manufactured cost) or a bidder who demonstrates significant economic presence (defined to be business organizations that: 1) have sales offices, divisions, sales outlets, manufacturing facilities in Ohio or that facilities demonstrates a significant capital investment in Ohio: 2) pay required taxes to the State of Ohio: and 3) are registered and licensed to do business in the State of Ohio with the office of secretary of state).

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

4. CONFLICT OF INTEREST: () () the bidder certifies that NONE of the company's directors or principal officers are employed by or affiliated with Cincinnati State Technical and Community College or:

() the bidder certifies that, except for the persons whose names are listed below, no other of the company's directors or principal officers are employed by or affiliated with Cincinnati State Technical and Community College.

Name of company director or principal officer affiliated with or employed by
Title
Cincinnati State Technical and Community College:

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

Signed: CJF, L.F. ;ti

Title: CEO - Schmidt Engineering

INTRODUCTION: Cincinnati State Technical and Community College (College) is a two-year, state-assisted public institution of higher education. The College was established in 1966 as Cincinnati Cooperative School of Technology, a two-year institute for high school graduates. The institution evolved, over the following twenty-seven years, as Cincinnati Technical College. In 1994, the College further expanded its mission to include a community college component.

The College is experiencing a period of enrollment growth (approximately 11,000 students). Expectations are that this growth will continue as the community college component is more widely recognized in the Greater Cincinnati, from which the College attracts the vast majority of its students.

GENERAL PROVISIONS

1. BID ENVELOPES: All bids shall be submitted in envelopes or packages which prominently display the Solicitation Number and Date and Time of Bid opening.
2. LATE BIDS: Bid proposals, in order to receive consideration, must be received no later than the date and time specified on this solicitation.
3. OFFERS: Prices quoted shall be fixed - price for the contract term, F.O.B. Destination.
4. NO BIDS: If you are unable to bid, please date and sign the solicitation, indicate "No Bid" and give a brief explanation and return the solicitation before due date. Failure to extend this courtesy may jeopardize your consideration for receiving future bids.
5. PROMPT PAYMENT DISCOUNT: Any cash discounts offered will be accepted and the buyer will endeavor to use same; however, only 30 days or more discounts will be considered in computing the net figure of your bid for award decisions. Requests for plus discount for non-payment of invoice beyond due date will become a consideration in bid awards.
6. REJECTION OF BIDS: The right is reserved to reject any, or all bids, combination of items, or lot, and waive informalities inconsistent with law.
7. TAX EXEMPTION: Cincinnati State Technical and Community College, A Division of the State of Ohio, is exempt from Ohio Sales Tax and Federal Excise Tax, including Federal Transportation Tax. Exemption certificates will be furnished upon request. Tax exempt #31-157325.
8. REQUEST FOR PROPOSAL PROCESS: This request for proposal (RFP) is part of competitive procurement that helps to serve the Institution's best interest. It also provides firms with a fair opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed bidding. The latter process is used when the services being procured and can be precisely described and price is the determinant factor. With competitive negotiation, on the other hand, price is not the only determinant factor, and the Institution has the flexibility it needs to negotiate with two or more firms to arrive at a mutually agreeable contract.
9. AWARD OF CONTRACT: Selection shall be made to the bidder deemed to be fully qualified and best suited among the respondents on the basis of the evaluation criteria. Negotiations shall be conducted with the offerers so solicited. Price (discount/service charge) shall be considered, but will not be the sole determining factor. After negotiations have been conducted with the bidder so selected, the College shall select for award the bidder that has, in its opinion, submitted the proposal, which provides the greatest overall value to the College.

10. HOLD HARMLESS AND INDEMNIFICATION: It is understood that the bidder, if awarded an order or contract, agrees to protect, defend and save harmless the Cincinnati State Technical and Community College from any suits or demands for payment that may be brought against it for use of any patented material, process, article or device that may enter into the manufacture or construction, or form a part of the works covered by either order or contract.

12. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS: Vendor warrants that in submitting a quotation hereon and in the performance of a purchase order award as result of his offer he has complied with or will comply with all applicable Federal, State and Local Laws and Ordinances and all lawful orders, rules and regulations thereunder, and particularly to flammable materials.

13. EQUAL EMPLOYMENT OPPORTUNITY: The supplier in bidding and/or filling a purchase order 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, religion, national origin, sex, or ancestry. The supplier further agrees that every subcontract or order given for the supplying of this order will contain a provision requiring non-discrimination in employment, as herein specified. *This* covenant is required pursuant to Executive Order 11246, Executive Code of Ohio and policy of the Cincinnati State Technical and Community College and any breach thereof may be regarded as a material breach of the contract or purchase order.

14. ADVERTISING POLICY: No vendor providing products or services to the College shall appropriate or make use of the College's name or other identifying marks or property in its advertising without the prior consent of the Office of Finance and Business Affairs.

15. TERMINATION FOR CONVENIENCE: The Director of Purchasing, by written notice, may terminate any contract awarded as a result of this solicitation, in whole or in part, when it is in the College's best interest. If such contract is terminated, the College shall be liable only for payment under the payment provisions of the contract for supplies and/or services rendered before the effective date of termination.

16. ASSIGNMENTS: The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services called for in this contract.

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



REQUEST FOR QUALIFICATIONS {RFQ} and PROPOSALS

Welding Curriculum Review Services

Department of Labor Trade Adjustment Assistance & Community College Career Training (TAACCT) Grant Project - Round 3

ISSUE DATE:

October 18, 2016

PROPOSALS MUST BE RECEIVED BY:

November 14, 2016,

DELIVER TO:

Jeff Cook, Director of Purchasing (hard copies to be mailed or delivered to his attention)
Cincinnati State Technical & Community College, 3520 Central Parkway, Cincinnati, OH 45223

Grant-Funded Curricula Review Services

Cincinnati State Technical & Community College, a recipient of grant funds is seeking curricula review services in fulfillment of the requirement made by the grantor, U.S. Department of Labor, Employment & Training Administration. The requirement calls for an expert with demonstrated experience in developing and/or implementing curricula to conduct a third-party review. The intent of this review is to assess the quality of curriculum deliverables. The final product will be uploaded to a public site to be referenced as an open source educational resource.

Over the grant's period of performance, the Welding Program has been developed using grant funds. A third party review of the syllabi in relation to the course development is needed.

Description of the Grant Project

Cincinnati State Technical & Community College has been able to create a robust career pathway in the advanced manufacturing industry cluster with the development of a new Welding Program delivering both curriculum with innovative resources to enhance the learning process. Those comprehensive academic and student support services have included such components as dedicated advising and career pathway services, adaptive learning resources, contextualization of writing/language and Math, retention and completion support, along with job readiness and employment related resources.

The program offers both a Welding Associate degree and a certificate credential. A new Welding lab with 10 welding booths, supplies and an interactive Lincoln Virtual Welder are available to the learners.

Responses to RFQ

Contractors who wish to be considered should submit a letter of interest with a brief proposal.

- Submission format: electronic copy, Microsoft Word or PDF file, limit to 7 pages.
- Proposals should emphasize and address the following items:
 - o Qualifications, experience, and expertise (ex. education, certifications, work experience, and training), with particular emphasis on experience with educational institutions and grant-funded curriculum. If such work is limited, please describe work that is similar in nature and scale to what might be required by Cincinnati State.
 - o List of current and clients for whom similar work has been performed and provide a brief description of the services you provided.
 - o Provide a list of three references- preferably from community colleges -for work performed within the last three years.
 - o Fee Structure - Please itemize your costs associated with this project and the total, not to exceed a specified amount.

Review Process

The contractor will view the Welding Curriculum documents. The package to be reviewed will consist of the following materials:

- Welding Curriculum and related resources which have been developed using the American Welding Society (AWS) curriculum as the baseline along with other supplemental educational resource's
- *Overview* of the Adaptive Learning tools and resources for both Math and Writing/Language. Math includes 6 modules and Writing includes a semester's workbook. Both have been contextualized using Welding materials.
- Review of materials/resources should be captured and documented on the enclosed rubric.

Project Timeline

<u>Activity/Task(s)</u>	<u>Date(s)</u>
Request advertised	October 17, 2016
Proposals received	November 7, 2016
Proposals reviewed, to include telephone calls	November 7-11, 2016
Contractor selected and contract negotiated	November 14-30, 2016
Evaluation of curriculum begins	December 5 2016- January 31, 2017
Completed Rubric shared by Contractor	February 1, 2017
Feedback considered and dialogue as needed	February 29, 2017
Wrap-up and Project completed	March 31, 2017

Proposal Evaluation

A RFQ review team will evaluate submissions based on the following criteria:

Overall approach taken to address the proposal
Experience designing/reviewing/implementing higher education curriculum
Experience working with institutions of higher education, particularly community colleges
Client references and recommendations
Reasonableness of project costs

Proposal Due Date

Direct project questions to

Regina Livers, Grant Manager, Greater Cincinnati Manufacturing Career Accelerator (GCMCA)
Regina.Jivers@cindnnatistate.edu or Telephone number- 513.569.5735

Letters of interest and proposals should be received prior to November 14 at 2:00 p.m. (EST) and mailed via U S Mail or hand delivered to the attention of Jeff Cook as specified on the cover sheet.

*Cincinnati State Technical & Community College reserves the right to refuse any and all proposals.
Cincinnati State Technical & Community is an equal opportunity/affirmative action institution and employer.
Auxiliary aids and services are available upon request to individuals with disabilities by cal/jng
This activity is funded by a grant awarded under the Trade Adjustment Community College and Career Training (TAACCCT) program as implemented by the U.S. Department of Labor, Employment and Training Administration.*



Cincinnati State

TECHNICAL AND COMMUNITY COLLEGE

**Greater Cincinnati Manufacturing Career Accelerator (GCMCA) Trade
Adjustment Assistance Community College & Career Training
(TAACCCT) Welding Curriculum Review Rubric**

Program/Materials Reviewed:

College:

Reviewed By:

Date:

Attach credentials which summarize the SME's experience in this field/program.

Review scale definitions:

Exceptional: Review component is excellent, represents a "promising practice", and is a model for replication.

Very good: Review component is complete and can be replicated.

Good: Review component is adequate but presents opportunities for improvement.

Ineffective: Review component is weak and in need of significant improvement

No or Insufficient Evidence: Review component was missing information and not able to be assessed.

Program Overview	Excellent	Very Good	Good	Ineffective	No/Insufficient Evidence
1. Program Outcomes are clearly stated and measurable.					
2. Course objectives support one or more program					
3. Program Outcomes aligned to occupational focus (industry skills and standards) and prepare students for appropriate industry certification/s.					
4. Effective program structure (prerequisites, course sequence, stackable credential-structure provide a clear, logical path to completion).					
Curriculum Overview & Syllabi					
1. Course objectives support one or more program or program outcomes.					
2. Unit/Module outcomes are clearly stated and measurable.					
3. Unit/Module outcomes support one or more course outcomes.					
4. Syllabus(i) include the following information: <ul style="list-style-type: none"> a. Course <i>Title</i> and Number b. Credit Hours c. Pre-requisites d. Course Description e. Plagiarism Statement f. ADA Statement/Policy g. Student Resources h. Institutional Policies/procedures i. Technical Support j. Grading Policy stated clearly and how grades are calculated k. Criteria by which student work will be evaluated (Rubric) 					
Comments or recommendations specific to each section rated:					
1,					
2.					
3.					

- 4.
- S.
- 6.
- 7.

General comments or recommendations:

Instructional Materials and Lab Resources	Excellent	Very Good	Good	Ineffective	No/Insufficient Evidence
1. Align with stated course or unit learning objectives.					
2. Meet/reflect current industry practices and standards.					
3. Provide options for multiple learning styles.					
4. Instructional materials are cited properly.					
S. There is evidence of materials and resources that support innovative learning techniques.					

Comments or recommendations specific to each section rated:

- 1.
- 2.
- 3.
- 4.
- S.

General comments or recommendations:

Overview Table: Objectives, Modules/Units, Learning Activities and Assessments	Excellent	Very Good	Good	Ineffective	No/Insufficient Evidence
1. Modules/units are aligned to course objectives.					
2. Learning activities align with stated module/unit objectives.					
3. Learning activities provide opportunities for interaction and active learning.					
4. Learning activities provide options for multiple learning styles.					
5. Learning activities are linked to current industry practices, standards and certifications.					
6. Learning activities demonstrate evidence of innovation or enhancements to support adult learner success.					
7. Materials/resources (to include equipment, tools and software) are used in a way that students understand their purpose and use in industry settings.					
8. Assessments measure stated learning objectives and link to industry standards.					
9. Assessments align with course activities and instructional materials and resources.					
10. Assessments are sequenced throughout the instructional period to enable students to build on feedback.					
11. Assessments are varied and appropriate to content.					
12. Assessments provide opportunities for students to measure their own learning progress.					

Comments or recommendations specific to each section rated:

- 1.
- 2.

3.

4.

5.

6.

7.

8.

9.

10.

11.

12.

General comments or recommendations;

"SAMPLE CONTRACT ONLY"

AGREEMENT BETWEEN
CINCINNATI STATE TECHNICAL AND COMMUNITY COLLEGE
AND
XXXXXXXXXXXX

TIDS AGREEMENT is made and entered into effective this XX day of (Month, 2012) by and between **Cincinnati State Technical and Community College** (hereinafter "**Cincinnati State**"), **3520 Central Parkway, Cincinnati, OH 45223**, and **XXXXXXXXXXXX** (hereinafter "**Contractor**").

WHEREAS, the Board of Trustees of Cincinnati State, pursuant to Ohio revised Code 3358.09(H), is empowered to exercise such powers as are necessary for the efficient management of Cincinnati State; and

WHEREAS, Contractor desires to perform services for Cincinnati State in accordance with the terms and conditions prescribed by Cincinnati State and Attachment A, and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I: NATURE OF CONTRACT

- 1.1 Contractor shall be employed as an independent contractor, to fulfill the terms of this Agreement and to provide certain supplies and services to Cincinnati State. It is specifically understood that Cincinnati State is the sole judge of the adequacy of such services. Cincinnati State thus reserves the right to cancel this Agreement should Cincinnati State at any time be dissatisfied with Contractor's performance of its duties under this Agreement.
- 1.2 Cincinnati State enters into this Agreement in reliance upon Contractor's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience.
- 1.3 Contractor shall perform services and supplies and Cincinnati State shall not hire, supervise, or pay any assistants to Contractor in its performance under this Agreement. Cincinnati State shall not be required to provide any training to Contractor to enable it to perform services required hereunder with the exception of the work order system.
- 1.4 In the event of a cancellation of this Agreement by Cincinnati State, Contractor shall be reimbursed in accordance with Article VI., Termination of Contractor's Supplies/Services. All provisions of this Agreement relating to "confidentiality" shall remain binding upon Contractor in the event of cancellation.

- 15 Cincinnati State retains the right to ensure that Contractor's work is in conformity with the terms and conditions of this Agreement. It is fully understood and agreed that Contractor is an independent contractor and neither Contractor nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of Cincinnati State or the State of Ohio.

ARTICLE II: SCOPE OF SERVICES

- 2.1 Contractor shall:
- 2.1.1 Provide _____ per bid CS-XX-XX-XXX.
- 2.1.2 Bid Schedule Attached-See Attachment A
- 2.2 Contractor shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of Cincinnati State.

ARTICLE III: TIME OF PERFORMANCE

- 3.1 The work as stated in Article II, Scope of Services, shall be commenced on November XX, 2011 and concluded on or before December XX, 2011.
- 3.2 This Agreement shall remain in effect until the work described in Article II, Scope of Services, is completed to the satisfaction of Cincinnati State and until Contractor is paid in accordance with Article IV, Compensation, or until terminated as provided in Article VI, Termination of Contractor's Services, whichever is sooner.
- 3.4 It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code ("O.R.C.") Section 3517.13, O.R.C. Section 127.16, or O.R.C. Chapter 102.

ARTICLE IV: COMPENSATION

- 4.1 Cincinnati State shall pay Contractor for supplies and services rendered in accordance with the pricing shown on bid CS-DQ-XX-XXX.
- 4.2 Contractor shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of this Agreement.
- 4.3 Contractor shall submit an invoice for the services provided consistent with Section 4.1 above, and each invoice shall contain a description of the products provided. Upon receipt and approval of the invoice by Cincinnati State, a voucher for payment shall be processed.

ARTICLE V: CERTIFICATION OF FUNDS

- 5.1 It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, O.R.C. Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that Cincinnati State gives Contractor written notice that such funds have been made available to Cincinnati State by Cincinnati State's funding source.

ARTICLE VI: TERMINATION OF CONTRACTOR'S SERVICES

- 6.1 Cincinnati State may, at any time prior to the completion of providing the services by Contractor under this Agreement, suspend or terminate this Agreement with or without cause by giving written notice to Contractor.
- 6.2 Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by Cincinnati State, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this Agreement, including, without limitation, results, conclusions resulting therefrom, and any other matters Cincinnati State requires.
- 6.3 Contractor shall be paid for services rendered up to the date Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing supplies performed and hours worked. In the event of suspension or termination, any payments made by Cincinnati State for which Contractor has not rendered services shall be refunded.
- 6.4 In the event this Agreement is terminated prior to its completion, Contractor, upon payment as specified, shall deliver to Cincinnati State all work products and documents which have been prepared by Contractor in the course of providing supplies under this Agreement. All such materials shall become, and remain the property of, Cincinnati State, to be used in such manner and for such purpose as Cincinnati State may choose.
- 6.5 Contractor agrees to waive any right to, and shall make no claim for, additional compensation against Cincinnati State by reason of such suspension or termination.
- 6.6 Contractor may terminate this Agreement upon 30 days prior written notice to Cincinnati State.

ARTICLE VII: RELATIONSHIP OF PARTIES

- 7.1 Cincinnati State and Contractor agree that, during the term of this Agreement, Contractor shall be engaged by Cincinnati State solely on an independent contractor basis, and Contractor shall therefore be responsible for all Contractor's business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- 7.2 Contractor agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder.
- 7.3 While Contractor shall be required to render supplies described hereunder for Cincinnati State during the term of this Agreement, nothing herein shall be construed to imply, by reason of Contractor's engagement hereunder on an independent contractor basis, that Cincinnati State shall have or may exercise any right of control over Contractor with regard to the manner or method of Contractor's performance of services hereunder.
- 7.4 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

ARTICLE VIII: RECORD KEEPING

- 8.1 During performance of this Agreement and for a period of three years after its completion, Contractor shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to Cincinnati State as Cincinnati State may reasonably require.

ARTICLE IX: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

- 10.1 No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is in compatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
- 10.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Cincinnati State in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Cincinnati State shall determine

in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

9.3 Contractor represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2007-01S. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws and Executive Order. The Governor's Executive Orders may be found be accessing the following website: <http://governor.ohio.gov/GovernorsOffice/ExecutiveOrdersDirectives/tabid/105/Default.aspx>

ARTICLE X: NONDISCRIMINATION OF EMPLOYMENT

10.1 Pursuant to O.R.C. Section 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement.

10.2 Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability, military status, national origin, or ancestry.

10.3 Contractor represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the Department of Administrative Services.

ARTICLE XI: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

11.1 Cincinnati State shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Contractor pursuant to this Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Contractor by Cincinnati State shall be subject to copyright by Contractor in the United States or any other country.

11.2 Contractor agrees that all deliverables hereunder shall be made freely available to the general public to the extent permitted or required by law.

ARTICLE XII: LIABILITY

- 12.1 Contractor agrees to indemnify and to hold Cincinnati State and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to Contractor's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint venturers while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.
- 12.2 Contractor shall bear all costs associated with defending Cincinnati State and the State of Ohio against any claims.
- 12.3 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

ARTICLE XIII: COMPLIANCE WITH LAWS

- 13.1 Contractor, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

ARTICLE XIV: DRUG FREE WORKPLACE

- 14.1 Contractor agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

ARTICLE XV: CAMPAIGN CONTRIBUTIONS

- 15.1 Contractor hereby certifies that neither the (Contractor) nor any of the (Contractor's) partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in O.R.C. Section 3517.13.

ARTICLE XVI: ENTIRE AGREEMENT/WAIVER

- 16.1 This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.

23.1 Contractor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Supplies, pursuant to either O.R.C. Section 153.02 or O.R.C. Section 125.25. If this representation and warranty is found to be false, this Agreement is void *ab initio* and Contractor shall immediately repay to Cincinnati State any funds paid under this Agreement.

ARTICLE XXIV: DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

24.1 Contractor hereby represents and warrants to Cincinnati State that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to any organization identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization." Contractor further represents and warrants that it has provided or will provide such to the Attorney General and/or the Ohio Business Gateway (<http://obg.ohio.gov/DMA2007.shtml>) prior to execution of this Agreement. If these representations and warranties are found to be false, this Agreement is void *ab initio* and Contractor shall immediately repay to Cincinnati State any funds paid under this Agreement.

ARTICLE XXV: ANTITRUST ASSIGNMENT

25.1 Contractor assigns to Cincinnati State all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement

ARTICLE XXVI: EXECUTION

26.1 This Agreement is not binding upon Cincinnati State unless executed in full.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

[XXX XXXXX XXXX]
CONTRACTOR
[XXXXXXXXXXXXXJ
[XXXXXXXXXXXXXJ

CINCINNATI STATE TECHNICAL
AND COMMUNITY COLLEGE
3520 CENTRAL PARKWAY
CINCINNATI, OHIO 45223

By:-----

By:-----

Printed Name:-----

Printed Name:-----

T.I.-----
Social Security or Federal Tax ID Number

Date:-----

Date:-----

TREASURER CERTIFICATION

This signature certifies the amount required to meet the obligation in the fiscal year in which the contract is made has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

By:-----
Michael Geoghegan, Vice President
Finance

Date:-----



This work is licensed under a Creative Commons Attribution 4.0 International License. To view a copy of this license, visit Creative Commons.

This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership.