Procurement Topics Summary

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Overview of Procurement Options

I need to buy something...

- Can a University Department provide the good or service?
  - Internal Order
    - eRequest – Internal Order

- Is the good/service available from eStores?
  - eStores
    - eRequest – Standard Purchasing Request

- Is the good/service allowable on a PCard?
  - PCard
    - PCard – Purchasing Card Preferred

- Do you have a University Checking Account? Is this allowable?
  - Local Check

- Is the good/service allowable on a Convenience Order?
  - Convenience Order
    - eRequest – Payment or Reimbursement

- Purchase your item or service using a pre-approved Purchase Order
  - Purchase Order
    - eRequest – Standard Purchasing Request
OSU Purchasing Contract Choices

The Office of Business and Finance has established a Strategic Sourcing team to implement cost savings initiatives and establish favorable contracts for the University.

There are Key Contracts and Preferred Contracts that provide favorable pricing and terms to the University.

These contracts are listed on the University Purchasing home page under Policies & Procedures in the following priority:

1. OSU Key Contracts: (100% compliance is expected)
   https://purchasing.osu.edu/policies/default.aspx

2. Preferred Contracts:
   https://purchasing.osu.edu/contract/contractCategory.aspx

3. Non-Contracted Vendors (If approved)
OSU Purchasing Key Contracts

University procedure is to utilize these contracts with 100% compliance.

1. **Office Supplies**
   - *Staples Advantage*

2. **Outbound Shipping**
   - *UPS*

3. **New Printer/Copier**
   - *Uniprint*

4. **Soft Drinks, water (personal sizes), fruit juices and sports drinks:**
   - *Coca-Cola (Columbus Campus Only) - Soft Drinks and Bottled Water*

5. **Plumbing Services**
   - *Capital Plumbing*
   - *TP Mechanical*
   - *Pro Flow*

6. **Skilled Trade Services**

Prior to commencing work with a non-contracted skilled trade supplier, additional approval and paperwork is needed. The purpose is to limit risk to the university.

PCards should not be used to pay for skilled trade services. (This will be an exception to OSU purchasing policy)

**Contacts for questions on skilled trades:**

**Primary Contact**

Sherry Huegel  
Skilled Trades Commodity Manager  
[Huegel.1@osu.edu](mailto:Huegel.1@osu.edu)  
(614) 688-4415

**Secondary Contact for emergencies**

Lisa Simpson  
Wooster Business Operations Center  
[Simpson.613@osu.edu](mailto:Simpson.613@osu.edu)  
(330)-263-3939
## Skilled Trades Services

Please select a Category below to view the Contract Book:

<table>
<thead>
<tr>
<th>Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asbestos Abatement</td>
</tr>
<tr>
<td>Electrical Services</td>
</tr>
<tr>
<td>Fire Suppression</td>
</tr>
<tr>
<td>General Contractors, includes Painting Services</td>
</tr>
<tr>
<td>HVAC-Boiler, Chiller Repairs and/or Maintenance</td>
</tr>
<tr>
<td>Plumbing Services</td>
</tr>
<tr>
<td>Waste Management</td>
</tr>
<tr>
<td>Window Cleaning</td>
</tr>
</tbody>
</table>

Using a supplier NOT listed in one of the books above?  
See guidelines here

**OSU Purchasing Contact:**  
Sherry Huegel  
Commodity Manager  
PH: 614/688-4415  
Email: huegel.1@osu.edu

**Alternate Contact:**  
John Fallidas  
Senior Buyer  
PH: 614/292-7394  
Email: fallidas.3@osu.edu
Skilled Trade Services Non-Contracted Vendor Purchasing Process

Prior to commencing work with a non-contracted skilled trades’ supplier, the following process must be completed:

1. Purchaser should obtain a quote from the vendor and call the department fiscal contact to discuss the need for a non-contracted skilled service supplier.
   
   *Quote should break-out Material and Labor cost separately (Labor Hrs. x Rate/Hour).*

2. Purchaser should also prepare an e-request to workflow for Level 1 budgetary approval and attach the quote to the e-request.

3. Department fiscal contact should contact Sherry Huegel to discuss business requirements and the need for the skilled trade services non-contracted vendor request.

4. If Sherry Huegel determines that there are no contracted skilled trade suppliers that can meet the department’s business requirements, she will then e-mail the requesting department fiscal contact a skilled services agreement that requires the following information:
   a. Supplier’s business name, type of corporation
   b. General description of services to be performed
   c. University and Supplier responsibilities for the scope of work to be performed
   d. Supplier contact information including phone number and e-mail address

5. Upon completion of all items in step 4 above, the department fiscal contact will then e-mail the service agreement to Sherry Huegel for further processing.

6. Sherry Huegel will e-mail the partially completed agreement to the supplier and request that the supplier provide the following information:
   a. Supplier to sign and execute agreement
   b. Supplier to attach their Certificate of Liability Insurance
   c. Supplier to attach their Bureau of Worker’s Compensation Certificate
   d. Supplier to e-mail all 3 documents back to Sherry Huegel directly.

7. Sherry Huegel will then obtain the requisite University Purchasing signature and return the fully executed agreement to the OSU department fiscal contact.

8. The OSU department fiscal contact will then attach the fully executed agreement to the e-request and final approve the e-request for further processing.

Do not let your vendor begin work until you have a completed purchase order number!
If you have an emergency – contact Lisa Simpson for advice. (Simpson.613@osu.edu)

The remaining pages contain examples of deliverables needed for a non-contract Skilled Trades Vendor.
SERVICES AGREEMENT EXAMPLE

THIS SERVICES AGREEMENT ("Agreement") is by and between The Ohio State University, an instrumentality of the State of Ohio, through its OARDC / Wooster ("University") and _________________________, a ________________, with a principal place of business located at __________________________ ("Company").

WHEREAS, University seeks to employ Company to provide services for residential electrical work at XXXXXXXX, and Company desires to be so employed.

NOW, THEREFORE, for the mutual promises, covenants and consideration set forth herein, the sufficiency of which is hereby acknowledged, Company and University hereby agree as follows:

1) TERM/TERMINATION. The term of this Agreement shall commence from the date of execution by both parties, and shall continue in effect until June 30, 201___, unless terminated earlier or under the provisions of this Section 1. Either party may terminate the Agreement for any reason upon at least 30 days’ written notice to the other party.

2) RESPONSIBILITIES.
   Company responsibilities: _____________________________________________________________
   ______________________________________________________________________________
   ______________________________________________________________________________
   University responsibilities: _______________________________________________________________________________________________________
   ______________________________________________________________________________
   ______________________________________________________________________________

3) PUBLIC INFORMATION. The parties acknowledge that any documents, information, or data maintained or in control of University may be subject to disclosure pursuant to ORC 149.43.

4) OWNERSHIP; USE OF MATERIALS. Subject to any third party rights in licensed elements, University shall be sole owner of all rights in and to materials developed and produced by University personnel, including such materials developed and produced prior to the execution of this Agreement. No unauthorized use of University materials is permitted by Company without the express written approval of University.

5) PRIMARY CONTACTS / NOTICE. For the purpose of formal notice or other communication, the primary contacts for the parties are:
   For Company:     For University:
   _________________________  _______________________________
   _________________________  _______________________________
   _________________________  _______________________________

6) INDEPENDENT CONTRACTOR. All individuals employed by Company who provide personal services to University are not public employees for the purposes of Chapter 145 of the Ohio revised Code as amended.

7) INSURANCE. Company shall procure and maintain for the term of this Agreement, insurance coverage in at least the amount of all of the following:
   * $1 Million general liability to include “completed operations” and equipment not for suitable for road use.
   * $500,000 Auto liability for owned, non-owned or hired.
   * Worker compensation as required by state of Ohio law.
   * $1 Million environmental legal liability, if Company’s services to University involve using products with potential for environmental pollution. Company shall be responsible for any environmental contamination of the University’s property.

Company shall furnish University policies or certificates evidencing such coverage. University shall be named as an additional insured on such policies. Company shall promptly notify University of any cancellation or significant change in this policy. The Company's insurance provider shall be licensed to do business in the state of Ohio. The Company's insurance shall be primary and non-contributing to any of the University's insurance.
8) **INDEMNIFICATION.** Company shall indemnify, and save and hold harmless University, its Board of Trustees, officers, agents, and employees from and against any and all claims, demands, actions, or causes of actions and costs of any nature or character, including attorney fees, arising from its acts or omissions in connection with its performance of this Agreement, or the failure to comply with its terms, except where the claims, demands, actions, or causes of actions are solely the result of the gross negligence or willful misconduct of University, its Board of Trustees, officers, agents, and employees.

9) **FORCE MAJEURE.** No party shall be liable for any delay or failure to carry or make timely Services available if such delay or failure is due to any cause beyond the control of the party, including without limitation restrictions of law or regulations, labor disputes, acts of God, acts of terrorism or war, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns.

10) **ADVERTISEMENT.** Company shall not advertise that it has contracted with University or appropriate or make use of University’s name or registered marks, logos, or University property without the prior written consent of University’s Office of Trademark and Licensing, such consent shall be within the sole discretion of University.

11) **JURISDICTION.** This Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of Ohio.

12) **ASSIGNMENT.** Neither party may assign this Agreement nor any of the obligations contained in this agreement to a third party without the express written permission of the other party. Such permission shall not be unreasonably withheld.

13) **COMPLIANCE WITH LAWS.** Company agrees that it shall comply with all applicable Federal, State and Local laws and regulations, including but not limited to tax laws and regulations.

14) **ENTIRE AGREEMENT/PRIORITY.** This Agreement, including the University Purchase Order, and Purchasing Standard Terms and Conditions, any attachments hereto, and any subsequent addenda, contains the entire agreement between Company and the University. In the event of any conflict between the documents this Agreement shall control. This Agreement may be modified or extended only by prior written agreement signed by the parties. In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

15) **AUTHORITY.** The parties represent and warrant that the individuals signing this Agreement have the authority to do so and to bind the respective parties for whom they sign.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates set forth below.

<table>
<thead>
<tr>
<th>(COMPANY) ___________________________</th>
<th>THE OHIO STATE UNIVERSITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>By ________________________________</td>
<td>By ________________________</td>
</tr>
<tr>
<td>Print Name _________________________</td>
<td>Print Name ____________________</td>
</tr>
<tr>
<td>Title ______________________________</td>
<td>Title ______________________</td>
</tr>
<tr>
<td>Date ______________________________</td>
<td>Date ______________________</td>
</tr>
</tbody>
</table>

PROCUREMENT TOPICS SUMMARY
## SKILLED SERVICES E-REQUEST EXAMPLE

### eREQUEST

**PR3371988 - Status: COMPLETE**

<table>
<thead>
<tr>
<th>Requested By</th>
<th>Fedevich, Karen S</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requested For</td>
<td>Fedevich, Karen S</td>
</tr>
<tr>
<td><strong>Ship To</strong></td>
<td>OAROC Facilities Services</td>
</tr>
<tr>
<td>Location:</td>
<td>7639 S Charleston Pk, S Charleston OH Unit 34A</td>
</tr>
<tr>
<td><strong>Business Purpose</strong></td>
<td>Repair chimney leaks and water damage caused by bad chimney. See attached documents</td>
</tr>
<tr>
<td><strong>Priority</strong></td>
<td>Emergency</td>
</tr>
<tr>
<td><strong>Request Option</strong></td>
<td>Standard Purchasing Request</td>
</tr>
<tr>
<td><strong>Quote ID</strong></td>
<td>335</td>
</tr>
</tbody>
</table>

### Description

<table>
<thead>
<tr>
<th>Description</th>
<th>Vendor/Payee Info</th>
<th>UOM</th>
<th>Quantity</th>
<th>Estimated Amount</th>
<th>Total Estimated Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor &amp; Material to install new flashing on chimney (2-roof levels) &amp; repair water damage to walls &amp; ceilings in chimney area</td>
<td>jb</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Organization

Wooster Campus Facility Serv (58080)

### Chartfields

<table>
<thead>
<tr>
<th>BU GL</th>
<th>Org</th>
<th>Fund</th>
<th>Account</th>
<th>Project</th>
<th>Program Code</th>
<th>User Defined</th>
<th>Percentage</th>
<th>Estimated Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNIV</td>
<td></td>
<td></td>
<td>62601</td>
<td></td>
<td></td>
<td></td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>

### Comments

- NEED ASAP, DAMAGING TO WALLS IN HOUSE (by Fedevich, Karen S on 12/05/2016 10:26 AM)

### Attachments

- Const doc.pdf: Svc Agreement
- BWC - 06.30.2017.pdf: BWC
- Estimate.pdf: Estimate
**Skilled Services - Non-Contracted Vendor QUOTE**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor &amp; Material</td>
<td>To install new flashing on chimney, (2-roof levels) and repair water damage to walls and ceilings in chimney area, at 7639 South Charleston Pike as follows;</td>
<td></td>
</tr>
<tr>
<td>Set up</td>
<td>Build scaffold, and work platforms for kitchen side of chimney, (steep roof, 2 story)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Material - rental + Lumber</td>
<td></td>
</tr>
<tr>
<td>Set up</td>
<td>Build scaffold, and work platform for laundry side of chimney, (steep roof, single story)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Material - rental + Lumber</td>
<td></td>
</tr>
<tr>
<td>Set up</td>
<td>Labor to set up work platforms-32-Man hours @ 39.5</td>
<td></td>
</tr>
<tr>
<td>Masonry work</td>
<td>Cut chimney to receive step flashing, -Material- 16.00 - Labor- 16 MH @ 39.5= 632.00 +16.00 =</td>
<td></td>
</tr>
<tr>
<td>Chimney Flashing</td>
<td>Aluminum step flashing, fabricated, and installed, Material- 87.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Labor- 24 MH @ 39.5=948 +87.00=</td>
<td></td>
</tr>
<tr>
<td>Roof Flashing</td>
<td>Remove existing shingles as needed to install roof flashing under chimney flash, Material-56.00</td>
<td></td>
</tr>
<tr>
<td>Tear Down</td>
<td>Remove scaffold and cleanup 8 MH @ 39.50 =</td>
<td></td>
</tr>
<tr>
<td>Wall Repair</td>
<td>Up stairs plaster wall repaired and painted, Material-250.00 Labor-16-MH @ 39.5= 632 + 250.00 =</td>
<td></td>
</tr>
<tr>
<td>Wall Repair</td>
<td>Laundry room - Move washer &amp; dryer, Remove existing damaged panels, prep walls for new panels, install prefinished bead board, and reinstall appliances. Material - (S) panel + trim-250.00 Labor - 24 MH - 948 + 250.00 =</td>
<td></td>
</tr>
<tr>
<td>Debris disposal</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Looking forward to being of service.*

---

**Payment terms:** On receipt of invoice
SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is by and between The Ohio State University, an instrumentality of the State of Ohio, through its OARDC/Wooster ("University") and

WHEREAS, University seeks to employ Company to provide services to install new flashing on chimney and repair water damage to walls and ceilings in chimney area at 7639 S Charleston Pkwe, and Company desires to be so employed.

NOW, THEREFORE, for the mutual promises, covenants and consideration set forth herein, the sufficiency of which is hereby acknowledged, Company and University hereby agree as follows:

1) TERM/TERMINATION. The term of this Agreement shall commence from the date of execution by both parties, and shall continue in effect until December 30, 2016, unless terminated earlier or under the provisions of this Section 1. Either party may terminate the Agreement for any reason upon at least 30 days’ written notice to the other party.

2) RESPONSIBILITIES.
   a) Company responsibilities. Provide labor/material to install new flashing on chimney (2-roof levels) and repair water damage to walls & ceiling in chimney area as stated in quote.
   b) University responsibilities. Provide access in and out of the house for repairs as stated. Notify those living in the unit when the work will be done.

3) PUBLIC INFORMATION. The parties acknowledge that any documents, information, or data maintained or in control of University may be subject to disclosure pursuant to ORC 149.43.

4) OWNERSHIP, USE OF MATERIALS. Subject to any third party rights in licensed elements, University shall be sole owner of all rights in and to materials developed and produced by University personnel, including such materials developed and produced prior to the execution of this Agreement. No unauthorized use of University materials is permitted by Company without the express written approval of University.

5) PRIMARY CONTACTS / NOTICE. For the purpose of formal notice or other communication, the primary contacts for the parties are:
   For Company: ____________________________
   For University: ___________________________

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates set forth below.

THE OHIO STATE UNIVERSITY

By: ____________________________
Print Name: ____________________________
Title: ____________________________
Date: ____________________________

(00302174-1)2
Certificate of Ohio Workers' Compensation

Certificate of Liability Insurance

Please double check dates and OSU should be the Insurance Certificate Holder