



Board of Regents

Ted Strickland, Governor
Eric D. Fingerhut, Chancellor

University System of Ohio

DIRECTIVE 2010-003

January 21, 2010

RE: JOINT USE AGREEMENT BETWEEN WRIGHT STATE UNIVERSITY, THE CITY OF SPRINGFIELD, AND CLARK STATE COMMUNITY COLLEGE

H.B. 562 includes a specific capital appropriation of \$1,500,000 to Wright State University for a City of Springfield, Ohio project. The City owns the facility to be improved with state capital funds.

The Ohio Board of Regents' Rule 3333-1-03 requires that a joint use agreement between the institution for which funds are appropriated and the organization which will own or lease and operate facilities to be constructed or improved with such funds must be approved by the Chancellor. Wright State University, the City of Springfield, and Clark State Community College presented a joint use agreement for approval.

The agreement conforms to Ohio Administrative Code as follows –

- The format of the agreement is appropriate
- The commitment extends no less than fifteen years
- The value of use to Ohio higher education institutions is reasonably related to the amount of the appropriation

Agency staff reviewed the agreement and posted its recommendations to the Regents' web site for purposes of providing a period of public comment before final approval by the Chancellor. The materials posted for comment and the joint use agreement are attached to this document.

Based on my review of staff recommendations, I hereby approve the Joint Use Agreement between Wright State University, the City of Springfield, and Clark State Community College.

This directive will take effect immediately.

Eric D. Fingerhut
Chancellor, Ohio Board of Regents

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Joint Use Agreement between Wright State University, the City of Springfield, and Clark State Community College

BACKGROUND

H.B. 562 includes a specific capital appropriation of \$1,500,000 to Wright State University for a City of Springfield, Ohio project. The City owns the facility to be improved with state capital funds. As required by Ohio Administrative Code section 3333-1-03, Wright State University submitted a Joint Use Agreement for consideration and approval by the Chancellor.

State funds will support improvements to the Advanced Manufacturing Facility, located at Springfield-Beckley Airport (1251 Blee Road, Springfield, Ohio).

REVIEW

Throughout the entire term of the agreement, the City of Springfield will provide the following to the University –

- 1) Access to the Advanced Manufacturing Facility for University faculty, staff, and students participating in collaborative training, teaching, research, and development activities.

The agreement conforms to Ohio Administrative Code as follows –

- The format of the agreement is appropriate
- The commitment extends no less than fifteen years
- The value of use to Ohio higher education institutions is reasonably related to the amount of the appropriation

RECOMMENDATION

Staff recommends Chancellor approval of the Joint Use Agreement between Wright State University, the City of Springfield, and Clark State Community College.

Joint Use Agreement Worksheet
The Ohio Board of Regents
March 15, 2009

Direction: The purpose of this worksheet is to enable a campus to demonstrate how the value of the uses that will be derived from a Joint Use Agreement is reasonably related to the value of the state capital appropriation made to the partner entity. Section I is to be filled out by the staff of the Board of Regents. Sections II and III are to be filled out by the partner campus.

Example: A campus wishes to enter into a Joint Agreement with a 501 (C)(3) entity for a state appropriation of \$5,000,000. The annual debt service paid by the state on this appropriation is about \$390,000 per year, for 20 years. To demonstrate that the value of the uses of the facility is reasonably related to the state appropriation, the sum of the campus' educational uses of the facility should roughly equal \$390,000 per year for 20 years.

Section I: State appropriation information.

- | | |
|--------------------------------------------------------|--------------------|
| 1. Amount of state appropriation provided: | <u>\$1,500,000</u> |
| 2. Estimated annual debt service on the appropriation: | <u>\$115,314</u> |
| 3. Term of the state bond, in years: | <u>20 years</u> |

Section II: Estimated value of use of the facility.

Use (s) of the facility*	Annual value of use	# of years
a. <u>Manufacturing and research space</u>	<u>\$76,876</u>	<u>15</u>
b. <u>Classrooms/Meeting rooms*</u>	<u>\$76,876</u>	<u>15</u>

*includes equipment purchase and student work area

Section III: Explain each use listed in II as valued for this analysis.

As is indicated in and anticipated by the Agreement, both Wright State and Clark State students will benefit from the use of laboratories, equipment, work areas and, of course the expertise housed at the facility on a consistent, perhaps daily, basis. Increased educational opportunities will result from the availability of computer science, engineering, and engineering technologies not always found in the classroom, along with increased co-op placement and job creation opportunities.

JOINT USE AGREEMENT ANALYSIS

Institutions Involved Wright State University/City of Springfield/Clark State Community College

Project Title Advanced Manufacturing Facility

Capital Bill HB 562 Item C27535 Air Force Advanced Manufacturing Facility

- Yes 1. Is the facility to be built/improved identified specifically by address or location?
- Yes 2. Does the non-profit organization now own the property or have a long term lease? If not, when will it control the property?
- Yes 3. Does the agreement provide for use of the facility for at least 15 years from the time that it is ready for occupancy?
- Yes 4. If the agreement is terminated, is there a pro rata reimbursement clause? Is the reimbursement formula correct?
- Yes 5. Will funds be used only for capital improvements and not operating costs?
- Yes 6. Will the non-profit hold the institution harmless for all operation/maintenance costs?
- Yes 7. Will the non-profit comply with federal, state and local laws and rules?
- Yes 8. Is the non-profit required to competitively bid as outlined generally in ORC Chapter 153 (published ads, sealed bids, public opening, award to lowest responsive and responsible bidder, etc.)?
- Yes 9. Does the contract provide for a 1.5% administrative fee for the institution?
- Yes 10. Does the agreement require that amendments be approved by the Chancellor of the Board of Regents?
- Yes 11. Is a drawdown schedule or payment procedure included?
- Yes 12. Are the extent and nature of spaces and uses adequately described?
- Yes 13. Are the terms and conditions of use of the facility described?
- Yes 14. ***Has the institution demonstrated that the value of the use of the facility is reasonably related to the amount of the appropriation? (See attached worksheet)***
- Yes 15. Is the facility insured?

JOINT USE AGREEMENT

Wright State University

And

City of Springfield in Collaboration with Clark State Community College

This Joint Use Agreement (the "Agreement") is made and entered into this 10 day of November 2009 by and between Wright State University (hereinafter referred to as the "University") and the City of Springfield, Ohio, (hereinafter referred to as the "City") in collaboration with Clark State Community College (hereinafter referred to as "Clark State").

WHEREAS, the 127th General Assembly of Ohio has enacted House Bill 562, which includes a specific appropriation of capital improvement resources directed to the University for the benefit of the City in the total amount of one million and five hundred thousand dollars (\$1,500,000); and

WHEREAS, the University desires to collaborate with the City and Clark State, in support of Wright Patterson Air Force Base (WPAFB) and the Air Force Research Lab (AFRL), to create an engineering design, rapid prototyping and manufacturing center known as the Advanced Manufacturing Facility (AMF) to be located at the Springfield-Beckley Airport (i.e. the Selecttech Services Corporation hangar at 1251 Blee Road); and

WHEREAS, both the University and Clark State will benefit from increased educational opportunities with an expanded curriculum in computer science, engineering, and engineering technologies in an industrial setting with testing and validation capabilities, co-op placement for University and Clark State students, job creation in the region, nurturing a professional workforce in advanced manufacturing, expanded permanent job opportunities for students, and an enhanced support of the Springfield community; and

WHEREAS, the University has concluded that the value of its use of and access to the AMF, including the equipment, other AMF resources, and collaborations resulting from the participation in the described endeavors is reasonably related to the amount of the appropriation; and

WHEREAS, the University and the City desire to facilitate the goals of higher education by allowing the University access to the AMF facility and specialized equipment therein; and

WHEREAS, the State of Ohio capital appropriations released by the Ohio Chancellor of the Board of Regents ("Chancellor") require compliance with Ohio Board of Administrative 3333-1-03, which specifically calls for execution of a Joint Use Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is hereby agreed between the parties hereto as follows:

1. That the University will submit to the Chancellor a request for the release of one million five hundred thousand dollars (\$1,500,000) of the appropriation identified in this Agreement. The University will collect an administrative fee of \$22,500, which is equal to one and one half percent of the total appropriation. This fee will be invested in other collaborative activities related to this effort.

2. (a) The University will expend a portion of the funds to procure equipment useful to an AFRL-supportive advanced manufacturing and testing facility in furtherance of this agreement. The equipment to be procured by the University is listed in Exhibit A attached hereto and incorporated herein by this reference. The University will arrange for such equipment to be delivered, FOB destination, to the City's Springfield-Beckley Municipal Airport. Upon delivery of the equipment and acceptance by the City, the University shall convey the equipment to the City, at no cost to the City, and shall assign to the City all rights in the manufacturer's warranties pertaining to such equipment, also at no cost to the City. The equipment will be conveyed by the University to the City by means of a Bill of Sale substantially in the form attached hereto as Exhibit B.

(b) The City will expend the balance of the funds [after the equipment procurement mentioned in item (a), above] to modify, equip, and improve a facility located in the Springfield-Beckley Municipal Airport, which will house an AFRL-supportive advanced manufacturing and testing facility in furtherance of this agreement. The parties acknowledge that the initial facility is approximately 17,000 square feet with the ability to grow and expand the operation in the future to include:
 - Laboratory space
 - Student Work Areas
 - Staff offices
 - Computer equipment
 - Manufacturing equipment and workspace
 - Engineering and design space

3. The City will own or lease the facility for at least 15 years so that it will be able to fulfill its obligations pursuant to this Agreement. The City will fully insure the facility for the term of the agreement and secure an operating lease with a third party to oversee operational activities in furtherance of the agreement.

4. Subject to all applicable laws and regulations including but not limited to federal regulations related to national security access and clearance requirements, the City agrees to make the facility and resources available to the University faculty, staff, and students participating in collaborative training, teaching, research, and development activities.
5. The Chancellor shall, upon request, be provided with pertinent records of the Facility that measure the nature and extent of the use of the Facility by the University, and the terms and conditions governing such use, and the University shall cooperate with the City in developing and maintaining such records.
6. That the terms of this Agreement shall be fifteen (15) years (ending in year 2024) commencing upon its execution by the parties.
7. Either party may terminate this Agreement for any reason or no reason prior to the expiration of its terms upon providing written notice of such party's intention to terminate to the other party at least six (6) months prior to the effective date of termination. In the event the Agreement is terminated by the City prior to the expiration of the term, and such termination includes a denial of access to the facility and a refusal to grant possession of the equipment to the University, then the City shall return to the State of Ohio a pro rata portion of the state appropriation to be calculated by (i) dividing the amount of the state appropriation contributed by the State of Ohio by fifteen (15); multiplied by (ii) the result of fifteen (15), minus the number of years, complete or partial, of the term that have transpired since the effective date of this Agreement.
8. [Intentionally omitted]
9. That the City use where applicable competitive bidding procedures equivalent to those enumerated in relevant provisions of Chapter 153 Ohio Revised Code involved (1) publishing advertisements to seek bids, (2) receiving sealed bids, and (3) awarding contracts to the lowest, responsive and responsible bidders.
10. That the funds appropriated for the project by the State of Ohio shall be used only for capital improvements as defined in House Bill 562, 127th General Assembly.
11. That after appropriate state approvals, the funds provided in House Bill 562 will be released to the University and subsequently transferred by the University to the City, following presentation by the City of invoices related to obligations incurred for permitted uses of the appropriated funds. Such obligations must be properly documented to the reasonable satisfaction of the University.

12. That the City shall comply with all pertinent rules, regulations, and laws of the federal, state and local government.
13. That all mailings and notices to the parties shall be addressed to the parties at the addresses set forth below or to such other address, as either party shall have designated by notice given in accordance with the provisions of this paragraph. All mailing and notices shall be addressed as follows:

Matthew V. Filipic
Office of Business and Fiscal Affairs
Wright State University
3640 Colonel Glenn Hwy.
Dayton, Ohio 45435-0001

Tom Franzen
Office of Economic Development
City of Springfield
76 E. High Street
Springfield, Ohio 45502

With a copy to:

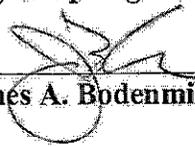
Joseph R. Jackson
Vice President for Business Affairs
Clark State Community College
570 East Leffel Lane
Springfield, Ohio 45505

14. That all amendments to this Agreement shall require the prior approval of the University and the City as well as the express prior approval of the Chancellor.
15. That this Agreement shall be binding upon and inure to the benefit of the University and the City and their respective successors and assigns.
16. That this Agreement sets forth the entire agreement of the parties concerning the subject matter and any and all other oral or written agreements, discussions, representations, promises and understandings made or arrived at prior to or contemporaneously with this Agreement are hereby mutually revoked, withdrawn, rescinded and rendered null and void by the parties.
17. That the invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

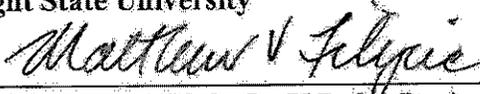
18. That this Agreement shall be construed under and governed by the laws of the State of Ohio.
19. The signatories to this agreement are the parties to this agreement and this agreement is not intended to create any third party beneficiaries with enforceable contract rights.
20. This document replaces and supercedes the Joint Use Agreement dated prior to the date first above written.
21. The City shall be responsible for any and all costs for and liability arising from the construction, operation, and maintenance costs of the facility.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the later date below written.

The City of Springfield

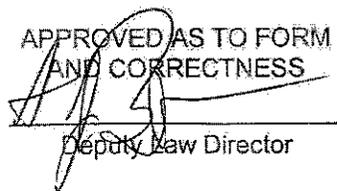
By: 
James A. Bodenmiller, Its City Manager

Wright State University

By: 
Matthew V. Filipic, Its V.P. for Business and Fiscal Affairs

DATE: 11-10-2009

APPROVED AS TO FORM
AND CORRECTNESS


Deputy Law Director

SelectTech GeoSpatial AMF
 Summary Budget

Activity	Total	% of Total
Pattern Shop	\$ 16,108.00	1.0%
Machine Shop	\$ 369,190.00	22.7%
Metal Working	\$ 217,077.90	13.3%
Composite Shop	\$ 36,500.00	2.2%
Electrical Shop	\$ 117,629.00	7.2%
Buildout	\$ 39,251.00	2.4%
IT	\$ 194,054.63	11.9%
COMMS	\$ 638,820.00	39.2%
Total	\$ 1,628,630.53	100.0%

Exhibit A

CONFIDENTIAL - DO NOT DISTRIBUTE

SelectTech GeoSpatial AMF.
Machine Shop Budget

Item	Vendor	Description	Qty	Cost	Total
A	Knuth	Basic 180 Super Lathe	1	\$ 8,840.00	\$ 8,840.00
B	Knuth	Universal Milling Machine (VHF 1) standard mill	1	\$ 10,440.00	\$ 10,440.00
C	Okuma	Captain L470BBM CNC Lathe	1	\$ 172,500.00	\$ 172,500.00
D	Okuma	MC-V4020 Vertical Machining Center	1	\$ 117,500.00	\$ 117,500.00
E	misc	Tooling	1	\$ 7,400.00	\$ 7,400.00
F	misc	Tooling chest	1	\$ 2,310.00	\$ 2,310.00
G	misc	mics, callipers, truths, etc.	1	\$ 2,500.00	\$ 2,500.00
H	funtech	SolidCAM - 3D milling, rapid turning, etc. CAM software to generate G-code withing solidworks	1	\$ 8,700.00	\$ 8,700.00
I	HAAS	4' x 8' CNC Router Table	1	\$ 39,000.00	\$ 39,000.00
				Total	\$ 369,190.00

SelectTech GeoSpatial AMF
Metal Working Budget

Item	Vendor	Description	Qty	Cost	Total
A	Knuth	K4 Column Drill Press	1	\$ 5,430.00	\$ 5,430.00
B	Knuth	KSS 32 Drill Press	2	\$ 1,690.00	\$ 3,380.00
C	Knuth	HB250A Horizontal Mitre Bandsaw	1	\$ 3,120.00	\$ 3,120.00
D	Knuth	6'-7" feeder and discharge roller for bandsaw	1	\$ 1,430.00	\$ 1,430.00
E	Knuth	KS100 Belt-Disc Sander	1	\$ 270.00	\$ 270.00
F	Knuth	KWP Hydraulic Press	1	\$ 3,190.00	\$ 3,190.00
G	Knuth	KMT Shear (9GA, 81")	1	\$ 5,980.00	\$ 5,980.00
H	Knuth	KPB 50-Structural Bender	1	\$ 4,810.00	\$ 4,810.00
I	Knuth	KRM-A (3 roll) roller / bender	1	\$ 8,520.00	\$ 8,520.00
J	Knuth	SBS E2020 Finger Brake	1	\$ 8,970.00	\$ 8,970.00
K	Knuth	Universal Bender	1	\$ 660.00	\$ 660.00
L	Knuth	Hydraulic Tube Bender (with dies)	1	\$ 480.00	\$ 480.00
M	Knuth	Fork Lift Hand Truck (manual)	1	\$ 2,150.00	\$ 2,150.00
N	Knuth	Hydraulic Fork Lift (manual)	1	\$ 1,800.00	\$ 1,800.00
O	Piranha	50 ton ironworker with fittings	1	\$ 12,100.00	\$ 12,100.00
P	Chicago Pneumatics	pneumatic drills, sanders, grinders, drills, impact wrenches, with tooling etc.	1	\$ 3,100.00	\$ 3,100.00
Q	Dewalt, Milwaukee	drills, sanders, etc.	1	\$ 2,500.00	\$ 2,500.00
R	Lincoln	Power Mig 255C	1	\$ 1,989.00	\$ 1,989.00
S	Lincoln	Syncrowave 200 TIG	1	\$ 2,541.00	\$ 2,541.00
T	misc	Welding gear	1	\$ 1,750.00	\$ 1,750.00
U	misc	(gas) torch	1	\$ 650.00	\$ 650.00
V	Hypertherm	Powermax 1250 Plasma Cutter	1	\$ 2,690.00	\$ 2,690.00
W	Midwest specialties	FAV-14 Flexarm with attachments	1	\$ 710.00	\$ 710.00
X	Runval USA	Fabrication table with surface ground and splatter resistant coating	2	\$ 3,895.00	\$ 7,790.00
Y	Runval USA	fab table rolling stand	2	\$ 533.00	\$ 1,066.00
Z	Runval USA	pin clamps	16	\$ 29.00	\$ 464.00
A1	misc	clamps, rt angle jigs, etc.	1	\$ 2,500.00	\$ 2,500.00
B1	Dyna Torch	Master Series CNC Plasma System (turnkey)	1	\$ 29,795.00	\$ 29,795.00
	Fournier Enterprise	32" Metal Shaping station	1	\$ 4,375.00	\$ 4,375.00
D1	Imperial Wheeling Mac.	Model 35 English Wheel	1	\$ 3,900.00	\$ 3,900.00
E1	L.K. Goodwin	10,000 lb chain hoist	2	\$ 456.00	\$ 912.00
I1	L.K. Goodwin	10,000 lb trolley	2	\$ 507.00	\$ 1,014.00
	Hyster	12,000 lb pneumatic tire fork lift (used)	1	\$ 18,500.00	\$ 18,500.00
Total				\$ 217,077.90	

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SelectTech GeoSpatial AMF
Metal Working Budget

J1	Craftsman	1086pc master tool set with box	3	\$ 5,599.00	\$ 16,797.00
K1	Craftsman	misc tooling	1	\$ 2,500.00	\$ 2,500.00
L1	S&K	Torque wrenches	2	\$ 285.00	\$ 570.00
M1	MAC	Aviation tool set	2	\$ 1,780.00	\$ 3,560.00
N1	gnr	Paint booth (2HP), gun, flammable cabinet, etc.	1	\$ 15,800.00	\$ 15,800.00
O1	maxtool	Troy Sandblast Cabinet with dust collection	1	\$ 1,199.00	\$ 1,199.00
P1	maxtool	Troy 20 gallon static parts washer	1	\$ 169.00	\$ 169.00
Q1	Ingersoll Rand	15 HP Rotary screw (125 PSI) compressor	1	\$ 6,299.00	\$ 6,299.00
R1	Ingersoll Rand	3/4" 123 CFM general purpose air filter	1	\$ 399.00	\$ 399.00
S1	Ingersoll Rand	Refrigerated Air Dryer	1	\$ 1,899.00	\$ 1,899.00
T1	Ingersoll Rand	In-line lubricator	10	\$ 34.99	\$ 349.90
U1	misc	air hose, fittings, reels, etc.	1	\$ 4,000.00	\$ 4,000.00
V1	L.K. Goodwin	wire walls, doors, etc. for 6 rooms	1	\$ 8,800.00	\$ 8,800.00
W1	misc	storage racks, shelves, etc.	1	\$ 6,200.00	\$ 6,200.00

SelectTech GeoSpatial AMF
Composite Budget

Item	Vendor	Description	Qty	Cost	Total
					Total \$ 36,500.00
A	E3-Design	Molding table to include vacuum pump, pots, hardware, etc.	1	\$ 10,000.00	\$ 10,000.00
B	E3-Design	Multi-Color capable Gel Coat with Formula	1	\$ 8,500.00	\$ 8,500.00
C	E3-Design	External Gun	1	\$ 8,200.00	\$ 8,200.00
D	E3-Design	Formula (Copper) Dispenser	1	\$ 6,800.00	\$ 6,800.00
E	E3-Design	Sprayer Rubber Bag machine (Basic Inventory) Resin, glass, wax, protective, equipment, ec.	1	\$ 3,000.00	\$ 3,000.00

SelectTech GeoSpatial AMF
Electrical Budget

Item	Vendor	Description	Qty	Cost	Total
A		Laser Wire Marker	1	\$ 72,000.00	\$ 72,000.00
B	Brady	IDXperly V2.0 handheld labeler	1	\$ 399.00	\$ 399.00
C	AT / DMMC	fab tables	2	\$ 1,210.00	\$ 2,420.00
D	digikey	Soldering stations with hardware	4	\$ 175.00	\$ 700.00
E	tbd	Cable measurement	1	\$ 750.00	\$ 750.00
F	AT / DMMC	inventory / storage rack	1	\$ 1,500.00	\$ 1,500.00
G	misc	lamps	4	\$ 175.00	\$ 700.00
H	all-spec	Aven AV26505 Illuminated 6"x7" Lighted Magnifier	3	\$ 129.00	\$ 387.00
I	Fluke	Fluke 179 EDS Kit	2	\$ 264.00	\$ 528.00
J	Fluke	Fluke 196 Scopemeter	1	\$ 2,869.00	\$ 2,869.00
K	Fluke	Fluke DTX-LT Cable Analyzer	1	\$ 3,302.00	\$ 3,302.00
L	Fluke	OptiFiber Advanced Multimode OTDR	1	\$ 13,751.00	\$ 13,751.00
M	all-spec	misc hardware including ground mats, sleeves, specialize tools, etc.	1	\$ 1,250.00	\$ 1,250.00
N	digikey	BK Precision Model 2658 8.5GHz Spectrum Analyzer	1	\$ 10,394.00	\$ 10,394.00
O	elect-spec	400 Hz power supply (200 VA)	1	\$ 5,660.00	\$ 5,660.00
P		larger 400 Hz power supply - rent?			
Q	BK Precision	1770 dual output 0-35VDC adjustable power supply	1	\$ 1,019.00	\$ 1,019.00
Total				\$ 117,629.00	

Already pur

**SelectTech GeoSpatial AMF
Electrical Budget**

urchased

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SelectTech GeoSpatial AMF
Buildout Budget

Item	Vendor	Description	Qty	Cost	Total
A	csnoofficefurniture	Bush Series A L-Bow desk	6	\$ 266.00	\$ 1,596.00
B	csnoofficefurniture	Bush Series A C Bow front	6	\$ 269.00	\$ 1,614.00
C	csnoofficefurniture	Bush Series A Office Desk	6	\$ 259.00	\$ 1,554.00
D	csnoofficefurniture	Bush Straight Workstation	4	\$ 609.00	\$ 2,436.00
E	csnoofficefurniture	Filing Cabinets	8	\$ 293.00	\$ 2,344.00
F	csnoofficefurniture	Office Star dual function ergo-chair	20	\$ 229.00	\$ 4,580.00
G		GSA Class 6 4 drawer legal filing cabinet	1	\$ 2,600.00	\$ 2,600.00
H	abcoffice	HSM 125.2 GSA sheet shredder	1	\$ 856.00	\$ 856.00
I	Keystoneoffice	FireKing fireproof safe	1	\$ 2,696.00	\$ 2,696.00
J	misc	office supplies	1	\$ 1,500.00	\$ 1,500.00
K	various	mayline rolling stand (drawing storage)	1	\$ 373.00	\$ 373.00
L	various	36" clamps (6) drawing file	1	\$ 156.00	\$ 156.00
M	various	24" clamps drawing file	2	\$ 117.00	\$ 234.00
N	various	mayline C-File 5 drawing (d size) drawing file	1	\$ 768.00	\$ 768.00
O	various	mayline C-File base	1	\$ 244.00	\$ 244.00
P	Triec	240VAC electrical outlets	20	\$ 250.00	\$ 5,000.00
Q	Triec	120VAC / 20 AMP	40	\$ 100.00	\$ 4,000.00
T	Koorsen Security	alarm system - doors and motion, fire	1	\$ 6,700.00	\$ 6,700.00
			Total	\$ 39,251.00	

SelectTech GeoSpatial AMF
COMMS Budget

Item	Vendor	Description	Qty	Cost	Total
A	Talley Radio	VHF / UHF Aircraft base station (110 VAC PS)	1	\$ 12,100.00	\$ 12,100.00
B	Garmin	GDL-90 ADS-B UAT	2	\$ 6,895.00	\$ 13,790.00
C	Garmin	GDL-90 antennas, power supplies	2	\$ 1,110.00	\$ 2,220.00
D	Garmin	GMX-200	2	\$ 8,995.00	\$ 17,990.00
E	Garmin	serial altitude encoder	2	\$ 410.00	\$ 820.00
F	TBD	SATS box, amplifiers, antennas (telemetry, comms)	2	\$ 5,700.00	\$ 11,400.00
G	Rittal	HWIL Racks, PDUs, cable hardware	3	\$ 5,600.00	\$ 16,800.00
H	Various	low bandwidth / high bandwidth simulators	1	\$ 23,100.00	\$ 23,100.00
I	Various	802.11x (including wimax) link simulators	1	\$ 17,500.00	\$ 17,500.00
J	Cisco	network testing gear	1	\$ 28,000.00	\$ 28,000.00
K	CDW	network testing buildout	1	\$ 21,100.00	\$ 21,100.00
L	T-Comm	SATCOMM Antennas	1	\$ 180,000.00	\$ 180,000.00
M	Various	PBX for HWIL	1	\$ 39,000.00	\$ 39,000.00
N	L-3	miniTCDL airborne node with gimbal and antennas	1	\$ 82,000.00	\$ 82,000.00
O	L-3	T-Series CDL Ground Link	1	\$ 173,000.00	\$ 173,000.00
P					\$ -
Q					\$ -
R					\$ -
S					\$ -
T					\$ -
Total				\$ 638,820.00	

SelectTech GeoSpatial AMF
IT Budget

Qty	Description	Type	Vendor	Amount	Total	Comment
0	MS Office 2007 Standard	User	CDW	\$ 289.00	\$	
8	Symantec Ghost	User	CDW	\$ 36.99	\$ 295.92	included in computer hardware purchase
2	Adobe Acrobat Pro v8	User	CDW	\$ 425.99	\$	
6	Adobe Acrobat Standard	User	CDW	\$ 284.99	\$ 1,709.94	for CAD stations (PDFs from models)
1	Dreamweaver CS4	User	CDW	\$ 409.99	\$	
1	Webex	User	Webex	\$ 708.00	\$ 708.00	website authoring
1	VMWare Workstation	Infrastructure	VMWare	\$ 189.00	\$ 189.00	online meeting / collaboration
				Total, User	\$ 4,164.83	Generate & manipulate virtual machines

2	SolidWorks Premium Network	User	3Dvision	\$ 7,995.00	\$ 15,990.00	SolidWorks including CircuitWorks, Routed Systems, ScanTo3D, etc.
1	SolidWorks Network Installation	User	3Dvision	\$ 2,000.00	\$ 2,000.00	Allows solidworks to be installed on multiple computers and share a key.
2	SolidWorks Premium Subscription Service	User	3Dvision	\$ 1,995.00	\$ 3,990.00	includes technical support, updates, patches, etc. this is charged on the Annual worksheet.
1	SolidWorks discount (for 2 seats)	User	3Dvision	\$ (3,198.00)	\$ (3,198.00)	purchase by year end
				Total, SolidWorks	\$ 18,782.00	

1	E2 Shop System	Infrastructure	Shoptech	\$12,000.00	\$ 12,000.00	Extended version including base shop floor control, advanced visual scheduling, advanced quality control, integrated accounting, and E2 Quickview. 1 user license included in base package (on MandE budget)
6	E2 concurrent user	Infrastructure	Shoptech	\$ 2,500.00	\$ 15,000.00	6 additional licenses for concurrent use. Total concurrent users: 7
1	E2 data collection	Infrastructure	Shoptech	\$ 2,500.00	\$ 2,500.00	unlimited PC data collection (via barcodes) on shop floor
1	E2 WebView	Infrastructure	Shoptech	\$ 3,495.00	\$ 3,495.00	secure read-only access through browser
4	On-site setup (E2 technician)	Infrastructure	Shoptech	\$ 1,250.00	\$ 5,000.00	per day, does not include travel related expenses
1	training	Infrastructure	Shoptech	N/C	N/C	basic training included in purchase at Cincinnati training facility
4	advanced scheduling training	Infrastructure	Shoptech	\$ 250.00	\$ 1,000.00	1 day course / per person
1	Annual support subscription	Infrastructure	Shoptech	\$ 4,079.40	\$ 4,079.40	
1	special system discount	Infrastructure	Shoptech	\$ (5,000.00)	\$ (5,000.00)	
				Total, E2 Shop Management System	\$ 38,074.40	

1	RapidWorks	Infrastructure	NextEngine	\$ 2,495.00	\$ 2,495.00	create SolidWorks parametric models from scanned information
1	HD Pro	Infrastructure	NextEngine / Reverse Engineering	\$ 995.00	\$ 995.00	enable high resolution (and faster) scanning
				Total, 3D Scanning / Reverse Engineering	\$ 3,490.00	

3	Handheld laser gun (USB)	Infrastructure	E2	\$ 375.00	\$ 1,125.00	Used to read bar codes for E2
2	Zebra LP2844 (label) printer	Infrastructure	CDW	\$ 349.99	\$ 699.98	print labels for E2
2	HP Color LaserJet CP4500n	Infrastructure	CDW	\$ 898.99	\$ 1,797.98	color printer

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Infrastr	1	HP LJ M2727nf MFP	Infrastructure	CDW	\$ 498.99	\$ 498.99	printer, scanner, fax	
	1	Canon PowerShot SX110 IS	Infrastructure	CDW	\$ 279.99	\$ 279.99	digital camera	
	1	Tripp Smart 500VA UPS	Infrastructure	CDW	\$ 159.00	\$ 159.00		
				Total, Infrastructure	\$	4,560.94		
Other User	1	SCM SCR243 Smart card reader	User	CDW	\$ 42.99	\$ 42.99		
	1	HP DesignJet Z2100 Plotter	User	CDW	\$ 2,894.99	\$ 2,894.99	plotter for Solidworks / CAD	
	3	CyberPower 1500VA UPS	User	CDW	\$ 444.99	\$ 1,334.97	rack mountable UPS for carts in hanger	
	1	HP Color LaserJet CP1215	User	CDW	\$ 298.99	\$ 298.99	color printer for shipping / receiving	
	2	M409WVWX UM Widescreen Projector	User	Dell	\$ 899.00	\$ 1,798.00	1280 x 800 (native), 1600 x 1200 (resized), 3000 lumens, (1) for office, (1) for hanger	
				Total, Other User	\$	6,369.94		
Rapid Prototyping	1	Dimension SST-120bes 3D Printer System	Infrastructure	3DVision	\$ 34,900.00	\$ 34,900.00	Includes start up kit, catalyst software	
	0	Dimension SST 768 3D Printer System	Infrastructure	3DVision	\$ 24,900.00	\$	Includes start up kit, catalyst software	
	1	Clean Station	Infrastructure	3DVision	\$ 3,000.00	\$ 3,000.00	11 gallon tank	
	1	setup and training	Infrastructure	3DVision	\$ 1,000.00	\$ 1,000.00	loading software, initial machine calibration, testing, software training	
	1	Dimension SST-122bes maint	Infrastructure	3DVision	\$ 3,600.00	\$ 3,600.00	Maintenance contract starts after initial 90 day warranty expires includes parts and labor, software updates, and technical support.	
	1	Dimension System Stand	Infrastructure	3DVision	\$ 1,200.00	\$ 1,200.00		
	0	SST Material Kit (768)	Infrastructure	3DVision	\$ 2,595.00	\$	(8) P400-P ABS Model Cartridge - white (2) P400-SR Soluble Support Cartridge (24) replaceable foundations	
	2	SST Material Kit (1200es)	Infrastructure	3DVision	\$ 2,595.00	\$ 5,190.00	(8) P430 ABS+ Model Cartridge - white (2) P400-SR Soluble Support Cartridge (24) replaceable foundations	
	1	APC Smart-UPS 2200VA UPS	Infrastructure	3DVision	\$ 1,010.00	\$ 1,010.00		
	1	NexiEngine	Infrastructure	NexiEngine	\$ 2,995.00	\$ 2,995.00	3D Laser Scanner used to generate models of objects / reverse engineering	
					Total, Rapid Prototyping	\$	62,895.00	
	Computers	5	Latitude E5500 Notebook	User	Dell	\$ 1,738.00	\$ 8,690.00	Core2Duo, 2GB, 17" Ultrasharp (external monitor), 120GB hdd, 15.4 SXGA, MS Office small business
		8	OptiPlex 765	User	Dell	\$ 1,423.00	\$ 11,384.00	Core2Duo, Vista Business, 2GB, 17" ultrasharp, 80GB hdd, MS Office small business (4) for shop / hanger use (3) for office use
2		Precision T7400	User	Dell	\$ 4,098.00	\$ 8,196.00	CAD Computer (SolidWorks certified): quad core xeon (2.5Ghz), winXP, 4GB ram, dual nVidia Quadro FX1700 video cards, 800GB SAS 15k rpm hdd, dual 22 in flatscreen dvi monitors	
				Total, Computers	\$	28,270.00		

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2	PowerEdge 1950 Server	Infrastructure	Dell	\$ 2,333.19	\$ 4,666.38	Quad core xeon, Windows Server 2008, 64 bit, 5 CALs, 2 GB ram, 80 GB SATA hdd used for Exchange edge server and version control
2	PowerEdge 2950 Server	Infrastructure	Dell	\$ 3,630.14	\$ 7,060.28	Quad core xeon, Windows Server 2008, 64 bit, 5 CALs, 4 GB ram, 250 GB SATA hdd RAID 5 (1) for Primary file server, print server, active directory (1) for E2
				Total, Servers	\$ 11,726.66	

1	Cisco ASA 5505 Security Plus Bundle	Infrastructure	CDW	\$ 1,044.99	\$ 1,044.99	
3	Buffalo Terastation	Infrastructure	CDW	\$ 1,014.99	\$ 3,044.97	
1	Buffalo SATA 250GB hdd	Infrastructure	CDW	\$ 137.08	\$ 137.08	NAS for backup
1	Ethernet wiring (material and labor)	Infrastructure	SSC	\$ 3,000.00	\$ 3,000.00	spare HDD for NAS
2	Proxim Orinoco AP-700	Infrastructure	CDW	\$ 292.99	\$ 585.98	
1	Cisco Catalyst 2550-24 PWR SMI Switch	Infrastructure	CDW	\$ 363.99	\$ 363.99	
1	Rack System	Infrastructure	EW	\$ 1,000.00	\$ 1,000.00	
1	misc Rack hardware	Infrastructure	CDW	\$ 750.00	\$ 750.00	
1	CyberPower 3000VA UPS	Infrastructure	CDW	\$ 755.00	\$ 755.00	
15	Exchange server / hosted	Infrastructure	emixsoluid	\$ 96.00	\$ 1,440.00	Hosted exchange server with administrative privileges. 15 accounts / \$8 per account
				Other Infrastructure	\$ 12,122.01	

1	Bizfon 680 Control Unit	Infrastructure	Bizfon	\$ 1,599.00	\$ 1,599.00	base unit for phone / fax (pbx)
1	Bizfon 680 Box 2	Infrastructure	Bizfon	\$ 1,150.00	\$ 1,150.00	extension unit for additional phones
2	Biztouch 3 Phones	Infrastructure	Bizfon	\$ 299.00	\$ 598.00	
12	Biztouch 2 phones	Infrastructure	Bizfon	\$ 99.00	\$ 1,188.00	
1	Polycorn Sound Station 2	Infrastructure	Bizfon	\$ 475.00	\$ 475.00	speakerphone
1	PA System	Infrastructure	TBD	\$ 1,200.00	\$ 1,200.00	
				Total, Telephone	\$ 6,210.00	

15	windows CALs	Infrastructure	CDW	\$ 31.99	\$ 479.85	(5) CALs included with each server from dell, (5) additional CALs required / server * (3) servers
1	MS Standard Exchange 2007	Infrastructure	CDW	\$ 687.00	\$ 687.00	Needs 64 bit server
15	Standard CAL for exchange	Infrastructure	CDW	\$ 66.00	\$ 990.00	
2	Symantec Endpoint	Infrastructure	CDW	\$ 420.00	\$ 840.00	10-user license virus protection
1	Symantec Backup Executive 12.5	Infrastructure	CDW	\$ 766.00	\$ 766.00	backup solution for servers
1	Symantec Backup SQL Server Agent	Infrastructure	CDW	\$ 715.00	\$ 715.00	backup solution for servers
1	Symantec Backup Active Dir. Agent	Infrastructure	CDW	\$ 715.00	\$ 715.00	backup solution for servers
1	Symantec Backup Executive 12.6	Infrastructure	CDW	\$ 766.00	\$ 766.00	backup solution for servers
1	Symantec Backup SQL Server Agent	Infrastructure	CDW	\$ 715.00	\$ 715.00	backup solution for servers
1	Symantec Backup Active Dir. Agent	Infrastructure	CDW	\$ 715.00	\$ 715.00	backup solution for servers
				Total, Software	\$ 7,388.85	
				Total, IT	\$ 194,054.63	

Exhibit B

BILL OF SALE

_____, 20

Wright State University (herein called the Grantor) for and in consideration of promises made by **The City of Springfield, Ohio** (an Ohio municipal corporation called the Grantee) to the Grantor in a certain Joint Use Agreement dated _____, 2009 between the Grantor and Grantee, does hereby grant, bargain, sell, transfer and deliver unto the said Grantee all the goods and chattels listed in the schedule hereto annexed marked "Exhibit A" and made a part hereof.

The said Grantor hereby assigns and transfers to Grantee all of Grantor's rights and privileges under any and all manufacturer's and vendor's warranties pertaining to the above described goods and chattels and any and all licenses pertaining to and necessary to the use of the above described goods and chattels.

Further, the said Grantor hereby covenants to and with the said Grantee that: 1) said Grantor is the lawful owner of the above described goods and chattels; 2) that the same are free from all encumbrances whatsoever; 3) that the Grantor has paid in full the consideration owed to the vendors of such goods and chattels and that no liens of any nature can attach to the said goods and chattels, 4) that said Grantor procured the mentioned goods and chattels in compliance with applicable laws governing the procurement of goods by Grantor, 5) that said Grantor has good right to sell the same as aforesaid, and 6) that said Grantor will warrant and defend the same against all lawful claims and demands whatsoever.

Wright State University

By: _____

V.P. for Business and Fiscal Affairs

DATE: _____



Board of Regents

Ted Strickland, Governor
Eric D. Fingerhut, Chancellor

University System of Ohio

December 18, 2009

Robert E. Hickey
Associate VP for Public Affairs
Wright State University
3640 Col. Glenn Hwy.
Dayton, OH 45435

Dear Mr. Hickey:

This letter is to confirm that recent communications with representatives from Wright State University and the City of Springfield, parties to the attached joint use agreement, and with SelecTech a party to the workforce development project for which the joint use agreement is designated. All parties have been informed that the words "CONFIDENTIAL – DO NO DISTRIBUTE" contained in Exhibit A of the joint use agreement do not exempt Exhibit A from being a public record under Ohio public records law.

Further all parties, including SelecTech, agree that Exhibit A is not marked as and therefore does not qualify as a trade secret, exempt from the Ohio public records law. The parties further agree not to make an assertion that the information contained in Exhibit A is a trade secret when the information marked "CONFIDENTIAL – DO NOT DISTRIBUTE" is disclosed through posting the joint use agreement including Exhibit A on our agency web site for the purpose of providing a period of public comment or in response to a public records request.

Finally, this letter will be included in the agency posting of the joint use agreement.

Sincerely,

Michelle Chavanne

Michelle Chavanne
Assistant General Counsel, Ohio Board of Regents

Cc: Scott Sullivan, President SelectTech Services Corporation
Tom Franzen, Economic Development Administrator, City of Springfield

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