



REQUEST FOR PROPOSAL

RFP #5387

Print Management Solution

Due Date/Time: Friday July 9th, 2009

Issued Date: Friday June 19th, 2009

Mailing Address:

Bowling Green State University
Purchasing Department
103 Park Avenue
Bowling Green, OH 43403

Contact:

Andy Grant
Interim Manager of Business Operations
419.372.3905 phone
419.372.8416 fax

Proposals must be received by the due date/time specified above. Proposals received after the due date/time will be returned unopened to the Vendor.

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AVAILABLE INFORMATION

A. A DVD will be available at the Purchasing Office Monday June 22nd at 10:00 AM, which has the current configuration (printers, scanners, fax, MFD's) in a floor plan layout by building. If you wish to utilize this information in your response please pick up a DVD at:

**BGSU Purchasing Department
103 Park Avenue Warehouse
Bowling Green OH 43403**

Section I

Definitions

Relative to this document, and any addenda incorporated therein, the following definitions apply.

General:

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

Agreement, Contract or Purchase Order: Award resulting from the Request for Proposal

BGSU: Bowling Green State University

E&I: Educational & Institutional Cooperative Purchasing is the not-for-profit buying cooperative established by members of the National Association of Educational Buyers (NAEB) to serve colleges and universities.

EDGE Program: Encouraging Diversity Growth and Equity program as defined in the Ohio Revised Code Section 123 and 125. To view information online, go to: <http://www.das.ohio.gov/Eod/Edge/Index.htm>

IUCPG: Inter-University Council Purchasing Group is comprised of purchasing officers of state-funded institutions of higher education. The IUC operates under the requirements of the Ohio revised Code, the by-laws of the Inter-University Council, the policies and procedures of the IUCPG and the policies of each institution as authorized by that institution's Board of Trustees.

MBE: A minority owned or controlled business as defined in the Ohio Revised Code Section 122.71 and certified by the State of Ohio Equal Opportunity Commission.
To view information online, go to: <http://das.ohio.gov/eod/eodmbeoff.htm>

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

Ohio College Association: OCA is a voluntary, non-profit 501 (c)(3) corporation whose mission is to promote the cause of higher education within the State of Ohio and to encourage inter-institutional communication and cooperative endeavors on the part of both independent and public non-profit colleges and universities.

Proposal: Response provided by the Vendor.

Proposal Closing Date: The date and time specified in this RFP by which the proposal must be received by Bowling Green State University in accordance with Section II, Paragraph 3, of this RFP. Proposals received after such date and time will not be considered valid.

RFP: Request for Proposal

Respondent: Individual or company submitting a proposal in response to this RFP.

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

Vendor/Vendor: Respondent to the Request for Proposal.

Section II

Notice to Potential Respondents

**Bowling Green State University
Purchasing Department
103 Park Avenue • Bowling Green, Ohio 43403 • 419.372.8411**

Request for Proposal

RFP No. 5387

Date: June 19th, 2009

Bowling Green State University is accepting competitive sealed proposals from qualified companies for **a print management solution** in accordance with the terms, conditions and requirements set forth in this Request for Proposal. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by BGSU.

RFP Proposal Closing Date and Location

Responses to this RFP are due and must be received no later than 2:00 pm July 9th, 2009 and delivered to:

**Andy Grant
Interim Manager of Business Operations
Bowling Green State University
103 Park Avenue
Bowling Green, Ohio 43403**

RFP envelopes shall be sealed and clearly marked:

**RFP 5387
Print Management Solution
Bowling Green State University**

NOTE: It is the respondent's responsibility to see that the proposal is received in the Purchasing Department prior to the proposal opening time.

Revisions

In the event that it becomes necessary to revise any part of this RFP prior to the assigned return date, revision will be provided by the Purchasing Office, or designee, to all Respondents involved in the project. Changes in the specifications will be provided to all Respondents, electronically, **via an addendum made through the Purchasing Department email and posted on our website.**

BGSU will be the sole determinant of whether any revisions/addenda should be issued as a result of any question or other matters, and may extend the proposal deadline, if in BGSU's judgment such information significantly amends this solicitation, or makes compliance with the original proposed due date impractical.

All properly received proposals will be opened at 103 Park Avenue, Purchasing Department, Bowling Green State University. RFP's are informal proposals and are not read at a public opening nor are the tabulations published. Written requests for proposal results must include the proposal name, number and closing date.

Bowling Green State University reserves the right to:

- Accept or reject any or all proposals, or any part thereof, or to withhold the award and to waive, or decline to waive, irregularities in any proposal when determined that it is in its best interest to do so;
- Hold all proposals for a period of up to sixty (60) days after the opening date and to accept a proposal not withdrawn before the scheduled proposal opening date;
- Waive any informalities or technicalities contained in any proposal received;

- Waive any minor defects in the proposal;
- Conduct discussions with respondents and accept revisions of proposals after the closing date;
- Make an award based upon various selection criteria;
- Request clarification from any Vendor on any or all aspects of its proposal;
- Cancel and/or reissue this RFP at any time;
- Retain all proposals submitted in response to this RFP;
- Invite some, all, or none of the Vendor(s) for interviews and further discussion;
- Award one, some, or none of the Vendors who submit proposals.

No telephone, electronic or facsimile proposals will be considered as the “original”. Proposals received after the time for closing will be returned to the respondent unopened.

Respondents may withdraw proposals at any time prior to the time and date set for opening.

If an award is made, it shall be made to the responsible respondent whose proposal is determined to be the most advantageous to BGSU. Price alone will not be the sole determining factor in the selection process.

Response Format

Responses must address all aspects of this RFP and should follow proper chronology. **One original and ten (10) copies** of your response to this RFP with **one** of the copies being in an electronic non-writeable secured format on either a CD or flash drive/thumbdrive/travel drive shall be provided. The original proposal must be clearly labeled “**ORIGINAL**.” Should a discrepancy arise between various copies of the RFP, information contained in the “**ORIGINAL**” shall prevail over conflicting information. All information requested in this RFP must be submitted in a manner consistent with Attachment A: Schedule of Required Submittals and Signature Sheet.

Proposals may be submitted in an organized fashion on 8-1/2” x 11”, letter sized paper. Each proposal should be prepared simply and economically, providing a straightforward concise description of the approach and ability to meet Bowling Green State University requirements.

RFP Questions

The Vendors must submit questions by June 26th at 2:00PM. All questions shall be submitted via email listed below; subject must contain **RFP# 5387**. Responses to questions will be posted at <http://www.bgsu.edu/offices/purchasing/> under RFP 5387. Once responses are posted, an addendum will be issued to all Vendors by email who originally submitted a response to the original RFP.

Questions or concerns regarding this Request for Proposal shall be directed to:

Andy Grant
Interim Manager of Business Operations
Purchasing@bgsu.edu

Apart from the contact required for any on-going business at Bowling Green State University, Vendors are specifically prohibited from contacting any individual at, or associated with, Bowling Green State University regarding this RFP. Vendor communication shall be limited to the contact named on the cover page of this document. A Vendor's failure to adhere to this prohibition may, at Bowling Green State University's sole discretion, disqualify the Vendor's proposal.

Proposal results will not be given out until such time as an award is made. Results may then be requested in writing or by visiting the Purchasing Department.

Bowling Green State University invites and encourages MBE/EDGE Vendors to respond to this RFP.

Section III

RFP Schedule of Events

Bowling Green State University will make every effort to adhere to the schedule detailed below:

RFP Issued	June 12 th , 2009
Questions to RFP Due	June 26 th , 2009
Answers to Questions Posted	July 3 rd , 2009
Addendum to be Issued	July 3 rd , 2009
RFP Closing Date	July 9 th , 2009
Initiation of RFP Evaluation	July 13 th , 2009
Vendor Presentations	August 3 rd , 2009
Vendor Selection	August 7 th , 2009
Contract Negotiations	August 10 th , 2009
Contract Approval	August 14 th , 2009

Section IV

RFP Specifications

SCOPE

Bowling Green State University solicits proposals from qualified vendors for the implementation of a Print Management Solution for the University's two (2) campus system and other University-run facilities. This program is intended as a partnership with one (1) selected vendor who will replace the University's current office management solution for Copier/Fax/Scan/Printer equipment in order to standardize equipment, reduce costs, improve office function and productivity, and create financial and operational efficiencies for the University. This program will include, but is not limited to multifunction devices (MFDs), copiers (black and white and color), multifunction printers (MFPs), laser printers (black and white and color), networked and non-networked devices, and a software management solution which will allow charge back to faculty, staff, departments and students using a card swipe, username and password, or other similar means for pages printed.

The successful vendor will be required to work with University departments as requested to assess their current environments, determine their needs for future efficiency, recommend a solution, and assist in the implementation of that solution, as agreed upon by the department in question. The successful vendor shall provide the equipment and all consumable supplies, excluding paper; dispose of existing equipment that is no longer beneficial to BGSU, and will provide all related service and maintenance as required.

It is the goal of BGSU, through this RFP process, to establish a four (4) year contract with one four (4) year renewal option with a Vendor that enables all of BGSU and its campuses a single procured contract that meets the print management needs of BGSU.

Respondents are invited to propose innovative, imaginative solutions to Bowling Green State University's copying, printing, faxing, and printer requirements which are consistent with the criteria for evaluation found later in this document. Respondents are also encouraged to provide other cost savings initiatives that can be provided by their companies and implemented into our campus environment.

CURRENT ENVIRONMENT

Currently, in addition to a very diverse fleet of manufacturers, Bowling Green State University has 704 network printers, 188 scanners, and 287 MFD/Copiers, located throughout the University. There are 616 desktop printers and 107 fax machines currently in use. Pricing will be based on a tiered volume commitment by BGSU and the dollar amount committed by the awarded as seen in **Section V**.

Following are the firm specifications for which the University requires comment:

VENDOR REQUIREMENTS

The successful vendor will be expected to provide the following:

- Provide equipment and service to both campus locations, including other facilities as designated.
- Work with each department to dispose of existing maintenance contracts on existing equipment;
- Work with each department to dispose of existing leases on existing equipment;
- Remote management and/or automatic supply ordering;
- On-going measurement of savings report, broken down by campus location (quarterly, monthly, ad hoc analysis) based on previous years volume/expenses;
- Savings formula to include disposal/placement of existing equipment;
- Disposition of network and local printers by way of removal, relocation or trade in;

- Response time for service by contracted and subcontracted vendor;
- Analysis deployment capacity (volume response plan according to existing equipment);
- Analysis deployment plan (approach you will use with departments/areas);
- Offer enrollment of newly acquired printers (when MFP are not appropriate) under print management program.
- Identify various software solutions for print management to help identify and analyze printing trends.
- Integration with BGSU IT Helpdesk (Altiris Helpdesk)

Vendor proposals for each department/campus to include the following:

- Analysis/Interview/Assessment (upon request);
- Reconfiguring and deployment of existing machines
- Timeframe for delivery/installment/training;
- Implementation steps for integration (network analysis sheet).

VENDOR QUALIFICATIONS AND REQUESTED SERVICES

Company Information

- 1) Provide a company overview, including dates of incorporation, of all affiliates or third parties, and number of employees.
- 2) Are you a part of a larger company? If so, briefly describe the degree of corporate support.
- 3) How many customers do you currently service?
- 4) What is your company's mission or corporate philosophy statement? What is your company's focus (cost, quality, etc.)? How do you differentiate your company from your competitors?
- 5) Where are your warehouses and service locations? Corporate headquarters?
- 6) What is the strategy that your organization uses to assess the needs of the various departments and schools that comprise an educational institution similar to Bowling Green State University?
- 7) In addition to office equipment, what other products and/or solutions does your organization provide that could help Bowling Green State University reduce and recover operational costs?
- 8) If applicable, describe your company's green initiative and how your products are energy saving, and environmentally safe and friendly.

Account Management

- 1) Will a single point of contact be established to manage the Bowling Green State University Account? If so, provide their name(s) and contact information, years of service with your firm, and in the years worked in the industry.
- 2) Do you provide quarterly account reviews? If so, what type of information do you provide and cover in these reviews?
- 3) Are you able to provide monthly, quarterly or yearly reports of activities such as service calls, volume, pages between failures, additions, deletions and changes to the account, and summarized by campus location? If yes, provide examples.
- 4) Provide an organization chart that would represent the support that would be put into place to service and support Bowling Green State University including escalation.

Equipment Technical Specifications

- 1) All devices should be network compatible.
- 2) Do the proposed MFPs work with multiple operating system platforms? If so, include all platforms that are supported (e.g., Windows, Linux, Macintosh, etc), please specify.
- 3) All proposed equipment should have print controller language (PCL) and PostScript versions of your print drivers available for each device model.
- 4) Describe all features and functionalities associated with scanning.

- 5) Describe all features and functionalities associated with faxing.
- 6) Describe all special printing features and functionalities associated with printing.
- 7) Describe the administration tool and capabilities of the proposed MFPs.
- 8) Does your solution work with Blackboard Transaction Hardware (Windows version)?
- 9) What network and physical security features are available on the proposed MFPs?
- 10) Technology at BGSU today may differ from the future technology at BGSU. How will your devices adapt to future technology?
- 11) Provide information concerning any green initiatives and how these initiatives would relate to your proposed MFPs.
- 12) All upgrades to software must be included in original price, including costs to operating system upgrades the University implements.

Service

Disclaimer: It is the expectation of Bowling Green State University that during normal business hours the Awarded will be required to respond to service requests within 3 hours at all campus locations. This is to include but not limited to all maintenance, repair, and relocation of devices on campus.

- 1) Do you offer a replacement guarantee? If yes, provide details and requirements.
- 2) How is service monitored?
- 3) At what point and degree would a machine be replaced due to continuous maintenance needs?
- 4) What compensation or motivation encourages your employees to provide superior customer service?
- 5) Will you provide one (1) number to call for requesting service and supplies?
- 6) Do you have on-line capabilities for requesting service and supplies? If yes, provide examples.
- 7) Provide information concerning hours of operation that service and support are available. Comment on service and support availability for all campus locations.
- 8) Are you able to provide immediate confirmation of a service request detailing response of service technician through the web or by phone of placement of request?
- 9) Can you provide emergency response hours, if so what are those hours and would that be billed separately?
- 10) Provide your average service response time.
- 11) Would you recommend and/or provide an on-site service technician and/or personnel?
- 12) Provide minimum training and educational requirements for all service technicians along with any required certifications.
- 13) Please describe any "user replaceable" components that can help maintain uptime and minimize service technician intervention.
- 14) What are the combined years of experience for your employees?
- 15) Will any part of the service be subcontracted? If yes, please provide a listing of locations that would be subcontracted along with the information on the subcontractor and contact information.
- 16) What standards and requirements do you establish for subcontracted service? Do you measure and monitor compliance? If yes, provide examples.
- 17) If all or part of the service will be subcontracted, provide minimum training requirements for service technicians along with any required certification. How do you monitor compliance with subcontracted technician certifications and requirements?
- 18) Do technicians maintain a spare parts inventory with them? If yes, provide a listing of parts that are maintained by the technicians.
- 19) Provide any options you may propose to streamline the implementation of a new MFP placement.
- 20) On occasion Bowling Green State University has a need for short term rentals to meet a business unit requirement. Are you able to provide short term rentals? What is your normal turnaround from time of request to install of a short term rental? What is the cost structure associated with short term rentals?
- 21) Do you provide training on equipment? If so, outline a training agenda which includes both campuses and how training of new BGSU employees can be accomplished throughout the year.
- 22) The vendor should provide a typical implementation plan as part of their proposal. This will assist in helping us identify all the issues related to the managed machine project.

- 23) Provide all requirements/functions to be provided by BGSU IT personnel. Ultimately, what is the resource commitment for IT to complete the project?
- 24) Identify from your organization who will be installing and configuring the machines in the departments.
- 25) Address direct printing via IP address or printing via a print server. Which is the vendor's recommended/preferred method, if any?
- 26) Are there any client side software/agents/drivers that need to be installed on end user machines?
- 27) How long will an existing machine be out of service when being replaced?
- 28) Provide the site survey components for machine installs, including but not limited to, network connection, power connection, phone lines, IP address, etc.
- 29) Who will provide training and ongoing support from an end user perspective?
- 30) Is there a way to secure print documents and can this be applied to only select documents or users?
- 31) What is the procedure for resolving a machine with frequent problems?
- 32) Is there a process for moving currently existing settings, address books, etc., from existing machines to new machines?
- 33) Provide information on how the new machines will be rolled out. Will they all be delivered at once or a couple a day?
- 34) Describe what green or sustainable initiatives your organization embraces and how they can directly impact this RFP.

Print Management Services

It is the current intent of Bowling Green State University to incorporate a print fleet management program as part of this RFP which includes the oversight, support and service of all devices included in the RFP.

- 1) Describe the programs or solutions that your company would provide to help Bowling Green State University better manage their non-MFP networked and local desktop printers. We are interested in cost savings and better utilization of these devices.
- 2) List what printer manufacturers your company currently supports.
- 3) Can you provide a solution to interface with Blackboard Transaction System (Windows version)? If so, can you provide that solution at no additional cost? What would those solutions be?
- 4) Can your solution work with the Blackboard Transaction hardware and software (Windows version), to track and debit user accounts?
- 5) Does your solution interface with PeopleSoft FMS? If so, can you provide that solution at no cost?
- 6) Does your solution provide 24/7 device monitoring, and automatic supply ordering through the devices offered?
- 7) Does your program provide automatic supply fulfillment and service dispatching? How about web portal access to view printer fleet, device status and supply levels?
- 8) What types of fleet management reports does your system provide? How about device utilization reporting? Are these reports available via the web?
- 9) Does your fleet management system allow you to set proactive service flags/reminders?
- 10) Some offices at Bowling Green State University utilize printers for very specific needs (e.g., printing diplomas). In the case that the printer needed for a specialized job requires off-site repair or replacement, would you provide a temporary replacement machine to accommodate our time-sensitive needs until the original machine can be fixed or replaced?

Pricing

- 1) Bowling Green State University requires a pricing structure with an all inclusive cost per impression (CPI) to include but not be limited to service, equipment, software and supplies. Pricing excel spreadsheets have been provided (see Section VI) and **must** be used for proposing your pricing with.
- 2) Describe the method by which supply items would be obtained, the proposed shipping method and lead time for receiving such products.

- 3) Are trade-in options available for equipment that Bowling Green State University currently owns? If so, what is the process and cost for removing equipment that is traded-in? Note: Disposal of all equipment that is determined to have no residual value will be the responsibility of the awardee. The Awardee will be required to provide proof of an environmentally friendly disposal.
- 4) Bowling Green State University is also very interested in any other cost-saving or incentive programs that you may be able to provide as a vendor. Please provide details on any such programs that you would be able to offer Bowling Green State University.
- 5) Describe the methods by which your company will strive to lower the costs incurred by BGSU over the length of the contract?

ADDITIONAL REQUIREMENTS

In addition to the foregoing, and/or by way of reiteration, respondents to the RFP must provide the following information:

- 1) Qualifications
 - a. Describe the experience of the vendor in working with colleges and universities and the names of individuals at these institutions with whom you have worked closely (These individuals may also serve as references.)
 - b. Demonstrated understanding of the responsibilities of handling products and services such as the University requires
- 2) References (Attachment F)
 - a. List the name, address, telephone number and email address of six (6) references that the University may contact to discuss your company. Three (3) current customer references and three (3) past customer references that are public educational institutions or organizations of like scope and size to this procurement.
 - b. All finalists will be required to present credit references and the most recent audited financial statements of your firm (All audit statements will be held in strict confidence.)
 - c. List the number of people your company employs by function; e.g., development, finance, management, marketing, operations, etc.
- 3) Costs
 - a. All standard and anticipated costs for program
 - b. Additional costs not otherwise accounted for elsewhere in the proposal
- 4) Rebates/Incentives
 - a. Describe in detail any rebate programs and/or other financial incentives to which the University may be entitled in contracting with your company.

Vendors must also identify the account manager, service coordinator, and other personnel who will be responsible for servicing the University's account.

(Please proceed to following page.)

Section V

Pricing Sheet – Unit Based Pricing

Pricing shall be all inclusive – Hardware (Print, Fax, Copy, Scan), Consumables including staples (**everything** except paper), document feeder, document server/hard drive, network capable, no less than two (2) 500 paper trays with one (1) large capacity tray, PCL and PostScript chips included. All maintenance and service included, three (3) hour service response time required. It shall be billed on a cost per impression basis based on the following table:

Cost Per Unit					
Range of Device	Device Information		With Finisher	Without Finisher	Installation/Delivery Costs
	Make	Model	Price per Machine	Price per Machine	
MFP Mono Laser: >20 ppm			\$0.0000	\$0.0000	
MFP Mono Laser: 22 – 27 ppm			\$0.0000	\$0.0000	
MFP Color Laser: 22 – 27 ppm			\$0.0000	\$0.0000	
MFP Mono Laser: 28 – 35 ppm			\$0.0000	\$0.0000	
MFP Color Laser: 28 – 35 ppm			\$0.0000	\$0.0000	
MFP Mono Laser: 36 - 43 ppm			\$0.0000	\$0.0000	
MFP Color Laser: 36 - 43 ppm			\$0.0000	\$0.0000	
MFP Mono Laser: 60 ppm			\$0.0000	\$0.0000	
MFP Color Laser: 60 ppm			\$0.0000	\$0.0000	
Small / Personal Mono Laser < 25ppm			\$0.0000	\$0.0000	
Medium Mono Laser: 25 - 35ppm			\$0.0000	\$0.0000	
Large Mono Laser: > 40ppm			\$0.0000	\$0.0000	
Medium Color Laser <40ppm			\$0.0000	\$0.0000	

Pricing Sheet – Cost per Impression Pricing

In order for BGSU to evaluate the responses on price, the following has been assembled.

Proposed Cost Per Impression						
If capital cost by vendor committed to BGSU equal	Committed Volume:		Committed Volume:		Committed Volume:	
	35MM – 45MM mono + 5MM color		45MM – 55MM mono + 8MM color		55MM – 65MM mono + 10MM color	
	CPI Mono	CPI Color	CPI Mono	CPI Color	CPI Mono	CPI Color
Less \$2 MM	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000
Between \$2MM – \$3MM	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000
Between \$3MM – \$4MM	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000
Between \$4MM – \$5MM	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000
Between \$5MM – \$6MM	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000
Between \$6MM – \$7MM	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000
Greater than \$8MM	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000

Example: If after evaluating the entire campus and meeting with departments, recommending and implementing a solution, your firms total outlay if cash is 3.5 million dollars, what will the cost per impression be if BGSU guarantees 35 – 45 million impressions annually. Below please also include a flat overage charge for impressions beyond range for both mono and color.

Overages Charge for Mono _____ Color _____

Section VI

RFP Directives

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

Award Timeline

BGSU intends to award the contract on or about August 14th, 2009 with performance beginning on August 21st, 2009, or as soon after that date as is operationally feasible.

This RFP states the instructions for submitting proposals, the procedures and criteria by which BGSU proposes to govern the relationship between it and the selected Vendor.

Only information contained in this RFP, or supplemental written information supplied by BGSU, should be considered in preparing proposals. No verbal interpretations, changes or modifications should be considered. All assumptions made by the respondent must be clearly stated in the proposal and qualifiers must be placed in context.

The Vendor understands and agrees that it has the duty to explain and clarify any and all conditions imposed on, or included in, its responses to this RFP. Vendor further understands and agrees that it has an affirmative duty to inquire about, and clarify, any RFP statement that the respondent does not fully understand or that respondent reasonably believes may be susceptible to more than one interpretation.

Any respondent who does not follow the above prescribed methods of contact through the appropriate contact person, may be disqualified and its proposal rejected, regardless of its value to BGSU.

No Proposal Requirement:

If the Vendor is unable to provide a proposal, date and sign the proposal, indicate "NO PROPOSAL", provide a brief explanation and return the price inquiry before Proposal Closing Date. This response will ensure Vendor will be considered for future RFP solicitations.

Proposal Submittal:

Proposals should follow the chronology of this RFP.

- a) Vendors may return Proposals to BGSU prior to the Proposal Closing Date/Time (as determined by the date stamp clock in Bowling Green State University's Purchasing Department) by first class certified mail, return-receipt requested, express mail, and/or hand-delivery.
- b) Proposals will be accepted only if the signature page is signed and dated.
- c) Any proposal that does not include price/discount, payment terms, date and a reasonable service schedule delivery may be considered an incomplete proposal and rejected.
- d) Receipt of a proposal by Bowling Green State University's mail system does not constitute receipt by Bowling Green State University's Purchasing Department. Proposals received after the Proposal Closing Date/Time will not be considered. Office hours for receipt of proposals are Monday through Friday, 8 AM through 5 PM, ET.
- e) Requests for extension of Proposal Closing Date/Time will not be granted unless BGSU determines, at its sole discretion, that the original Proposal Closing Date/Time appears impractical. Notice of any extension will be provided in the form of an Addendum to all Vendors.

Proposal Preparation and Submissions Requirements:

In order to be considered for selection, Vendors must submit a complete response to this Request for Proposal. **One original and Ten (10) copies** of each proposal must be submitted to the designated administrative contact at BGSU's Purchasing Department. The Vendor shall not make any other distribution of the proposal. Copies may be duplexed to reduce paper usage.

1. Proposals should be prepared simply and economically. Emphasis should be on completeness and clarity of content. Vendor may include any optional data not provided for elsewhere and considered to be pertinent to this RFP as an addendum to the proposal.
2. Modifications, additions, or changes to the terms and conditions of this solicitation may be cause for rejection of proposal.

3. Vendor signature on this Request for Proposal certifies that their proposal is in all respects fair and without collusion or fraud. Vendor agrees to abide by all conditions of this RFP and certifies that the signatory is authorized to sign this proposal for the Vendor.
4. For good cause and as consideration for executing this contract the Vendor, acting herein by and through the person signing this solicitation on its behalf as duly authorized agent, hereby conveys, sells, assigns and transfer to BGSU all rights, titles and interests in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the State of Ohio, relating to the particular services purchased by BGSU.

Use of Designs, Data, Etc

The Vendor may not use any registered trademark of BGSU, on any item provided under this contract, without express approval and manufacturer designation of the appropriate licensing officials. Vendor agrees that it will keep confidential the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical or proprietary information furnished by BGSU and use such items only in the production of items awarded as a result of this inquiry and not otherwise, unless Bowling Green State University's written consent is first obtained. Upon demand or completion of resultant purchase order, Vendor shall return all such items to Bowling Green State University or make other disposition thereof as may be directed or approved by BGSU.

Pricing

Firm prices, and/or discounts, for the full term of the agreement are required by Bowling Green State University.

Payments

BGSU shall have the option of using any form of payment including credit card, ACH, or check. This is to be determined by the University once the campus solution is identified.

Evaluation

If an award of contract is made, the Vendor whose proposal, in the sole opinion of Bowling Green State University, represents the best overall value to BGSU will be selected. Factors which determine the award are detailed more fully in the specifications, including but not limited to: the proposal's responsiveness to all specifications in the inquiry; quality of the Vendor's products or services; ability to perform the contract; and general responsibility as evidenced by past performance. Price/Discounts, although a factor, will not be the sole determining factor in award of the agreement.

Award

Bowling Green State University reserves the right to award to the Vendor with the solution which is deemed most advantageous to BGSU. Negotiations may be conducted with any or all Vendors. Any agreement entered into as a result of this inquiry may be awarded to one Vendor or to several as multiple awards, whichever is in the best interest of the purpose and intent of Bowling Green State University. BGSU reserves the right to judgment concerning quality of product, service and the Vendor(s) capability to service the agreement.

Tax Exemption

Bowling Green State University, as an instrumentality of the State of Ohio, is exempt from Federal, Ohio, and Property tax and no other taxes will be charged or passed on to the University from the Awardee. An exemption certificate will be furnished by BGSU issuing a purchase order upon request.

Samples

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

Compliance

Vendor warrants that both in submission of its proposal and performance of any resultant purchase order or contract, Vendor will comply with all applicable Federal, state and local laws, regulations, rules, or ordinances.

Advertising

No Vendor providing products or services to BGSU shall appropriate or make use of the name or other identifying marks or property in its advertising.

Proprietary Information

All evaluation criteria for proposals is non-proprietary and subject to public disclosure after contract award. All proposals, except for items reasonably identified by Vendor as trade secrets or proprietary information, are subject to public disclosure under Ohio Revised Code Section 149.43. Vendor shall be solely responsible for protecting its own trade

secret or proprietary information, and will be responsible for all costs associated with protecting this information from disclosure. Bowling Green State University shall keep one (1) copy of proposal in accordance with its records retention schedule.

Incurred Expenses

The Vendor(s), by submitting a proposal, agree that any cost incurred by responding to this RFP, or in support of activities associated with this RFP, shall be born by the Vendor(s) and may not be billed to Bowling Green State University. BGSU will incur no obligation of liability whatsoever to anyone resulting from issuance of, or activities pertaining to, this RFP. Respondents submit proposals at their own risk and expense.

Section VII

Terms and Conditions

Please note: the awarded vendor must be in compliance with the following terms and conditions:

Insurance

Vendor shall procure and maintain at its expense, during the term of the agreement and any renewals thereof, the insurance described in the following sub-paragraphs:

The Vendor will at its own expense obtain and maintain public liability insurance against personal bodily injury in the sum of not less than one million dollars (\$1,000,000) and against property damage in the amount of not less than two million dollars (\$2,000,000) with bodily injury and property damage liability insurance in the amount of not less than one million dollars (\$1,000,000) for each person for bodily liability and one million dollars (\$1,000,000) each occurrence for property damage liability to cover such liability caused by, or arising out of, activities of the Vendor and its agents, and/or employees while engaged in preparing for the services, or such other insurance that is required by institution, and shall furnish to BGSU certificates of insurance evidencing that such insurance has been procured prior to commencement of such work.

The schedule of underlying insurance on this policy shall list both the commercial general liability policy and the automobile liability policy.

Property

Personal Property – Replacement cost fire, and extended coverage insurance, with vandalism, malicious and mischief.

- Bowling Green State University, its subsidiaries, officers, directors, trustees, volunteers, and employees shall be named as additional insured under the Commercial General Liability insurance policy and the Automobile Liability policy.
- The certificate must indicate that the liability insurance is written on an “occurrence” form. Claims made on policy forms are not acceptable.
- The certificate must state that BGSU (Certificate Holder) will receive thirty (30) days written notice from the insurer in the event of any policy cancellation or termination.
- The insurer shall agree to waive all rights of subrogation against Bowling Green State University and its subsidiaries, officers, directors, trustees, volunteers and employees.
- Certificates of Insurance shall be delivered to BGSU within thirty (30) days following the date of execution of an agreement or prior to the selected Vendor beginning work.
- In case of failure to deliver adequate or appropriate insurance as described above, BGSU reserves the right to secure such policies or services as described above and hold Vendor responsible for the costs of said policies or services or to terminate the agreement.
- BGSU makes no representation that the limits or forms of coverage of insurance specified in this agreement are adequate to cover BGSU property or obligations under this agreement.

Contract Term

The contract term will commence on the date of award and continue for a period of four (4) years, with the potential of one, four (4) year renewable term. Pricing and discounts must remain firm for the length of each agreement, one four (4) year renewal.

Compliance with Laws

The Vendor and BGSU shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of their obligations under an agreement, including the procurement of permits and certificates where required, and including, but not limited to, laws related to sanitation, worker's compensation, occupational safety and health and the environment. Failure to comply with the following specific laws of the State of Ohio and the Federal Government will result in your submission to not be considered:

Governing Law

The contract shall be construed according to the laws of the State of Ohio. Any legal proceedings against BGSU by Vendor shall be brought in administrative or judicial forums within the State of Ohio.

The Parties acknowledge that BGSU is subject to the terms and provisions of the Ohio Public Records Act, R.C. §149.43 (the "Act"). The Parties further acknowledge that the Act requires BGSU to permit the public to inspect and copy those records defined as public records, not subject to exceptions provided therein. The Parties further acknowledge that in connection with the performance of the agreement, Vendor may deliver to BGSU certain information ("Trade Secret Information"), which it deems, and shall have designated in writing as proprietary and confidential. In the event BGSU receives a request under the Act for the inspection of any Trade Secret Information; BGSU shall promptly notify Vendor of such request and shall refuse to disclose the Trade Secret Information. BGSU shall have such rights under the Act as are available to prevent the public inspection of the Trade Secret Information. In no event shall BGSU be required to commence or defend any action to prohibit the inspection and copying of any Trade Secret Information. Vendor shall defend, indemnify, and hold harmless BGSU and each of its trustees, officers, employees and agents from and against any claim, suit, demand, or expense (including reasonable attorneys' fees and investigation expenses) that arises out of or relates to Vendor's request that BGSU refuse to divulge any Trade Secret Information. Vendor, for itself and its employees and agents, hereby waives any claim or cause of action of whatever nature, against BGSU and each of its trustees, officers, employees, and agents that arises out of or relates to a request to inspect or copy any Trade Secret Information. In no event, shall BGSU be liable to any person for any expenses or damages, including, but not limited to, consequential, special, or incidental damages or lost profits, in connection with the inspection or copying of Trade Secret Information.

There may be conditions where BGSU obtains access to confidential information of Vendor which may be subject to one or more of the following federal rights to privacy acts ensuring the privacy of information contained in University records. The following identifies several such acts and laws that information or data may be categorized into:

Family Educational Rights and Privacy Act (FERPA)

Federal law protecting the privacy of student educational records. This law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

20 U.S.C. § 1232g -- Privacy of All Student information maintained by BGSU

Gramm-Leach-Bliley (GLB) Act

The Financial Modernization Act of 1999, also known as the GLB Act, is intended to protect personal financial information held by financial institutions. Regulated financial institutions include Universities that process federal student loans and accept payments. It governs the collection and disclosure of customers' personal financial information.

FTC 16 CFR Part 313 -- Privacy of Consumer Financial Information

FTC 16 CFR Part 314 -- Standards for Safeguarding Customer Information

Health Insurance Portability and Accountability (HIPAA) Act of 1996

National standards for protecting the privacy of personal health information for all faculty, staff and students either current or previously employed or enrolled.

Privacy Act of 1974

The Privacy Act of 1974 attempts to regulate the collection, maintenance, use, and dissemination of personal information.

ORC 9.24

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

Declaration Regarding Material Assistance/Nonassistance To A Terrorist Organization (D.M.A.)

The Declaration is a part of Senate Bill 9, which is Ohio's homeland security and anti-terrorism legislation. The revised version of the bill was signed into law by Governor Taft on January 11, 2006. Sections 2909.32, 2909.33, and 2909.34 of the Ohio Revised Code officially defined and created the DMA.

Public Records and Confidentiality of Information

"Records" includes any document, device, or item, regardless of physical form or characteristic, including an electronic record as defined in section 1306.01 of the Revised Code, created or received by or coming under the jurisdiction of any

public office of the state or its political subdivisions, which serves to document the organization, functions, policies, decisions, procedures, operations, or other activities of the office. All such requests for documents pursuant to this Section ORC will be addressed by the Office of General Counsel for BGSU as to the suitability of the request and action required.

Ohio Revised Code Title I Chapter 149.01 (G)

All data made available to the Vendor by the University are, and remain, the property of the University and must be treated as confidential information. All listings that may reveal names or identification numbers of individuals or employees, etc., if not returned to the University, must be properly destroyed so as to keep such information confidential, and such action shall be reported in writing to the University.

All records received from a Vendor will be deemed public record presumed to be open. If the Vendor submits with the proposal any information claimed to be exempt under the Revised Statutes of Chapter 610, this information must be placed in a separate envelope and marked with the following declaration:

"This data shall not be disclosed outside the University or be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal; however, if a contract is awarded to this Contractor as a result of or in connection with the submission of such information, the University shall have the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit the University's information contained herein if it is obtained from another source."

Provisions

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

Award of Contract Criteria

The Vendor deemed to be fully qualified and best suited among those submitting written proposals and/or oral presentations will be identified on the basis of the evaluation factors stated throughout the specification section. Negotiations may be conducted with any or all Vendors. After negotiations are completed with Vendors, BGSU shall select and notify that Vendor which has, in BGSU's opinion, made the best proposal, and award the contract to take effect on the dates negotiated with Vendor.

It is understood that the Vendor, if awarded an order or contract, agrees to protect, defend, and save harmless the buyer 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.

Employed Personnel

All personnel of Vendor involved in the performance of this contract shall be directly employed by and supervised by the Vendor or subcontracted to an entity identified in Vendors response.

Personnel of Vendor shall observe all regulations of BGSU while on the premises and carry a visible photo ID indicating employer, employee's name, project name and possible time frame while on campus at BGSU. This photo ID should be readily available by Vendor's employee to show upon request by Campus Police.

The Vendor shall bear any loss from dishonest acts on the part of the Vendor or Vendor's employees.

Ethical Conduct

It is expected that once an agreement is issued, Vendors (awarded or not awarded) will not undertake any actions that might interfere with, or be detrimental to, the contractual obligations of Bowling Green State University. BGSU reserves the right to take any and all actions deemed appropriate in response to unethical conduct by a Vendor. Such actions include, but are not limited to, establishing guidelines for campus visits by a Vendor, and/or removal of a Vendor from Bowling Green State University's Vendors list(s).

Labor and Employment Practices

- Vendor's employment practices shall conform to all laws, statutes, regulations or ordinances whether issuing from federal, state or local authorities. No one under the age of 18 may be employed on the project.
- Vendor's employees shall be skilled in their trades. Any employee of Vendor may be refused admittance to the site or may be requested to leave the site at any time by BGSU. In the event that any employee or employees of Vendor are so barred from the project, Vendor shall immediately replace such employee or employees with employees satisfactory to BGSU.

- All labor employed in the performance of the Vendor's work shall be acceptable to BGSU and Vendor and of a standing or affiliation that will permit the work on the project to be carried on harmoniously and without delay and that will in no case or under any circumstances cause any disturbance, interference, conflict or delay to the project or any other work being carried on by BGSU.

Non-Discrimination

Pursuant to R.C. §125.111, and Executive Order 11246, Laws and Regulations of the State of Ohio, the Vietnam Era Veterans Readjustment Assistance Act and policy of Bowling Green State University, the Vendor agrees that Vendor, and any Sub-Vendor there of, or any person acting on behalf of Vendor or a Sub-Vendor, will not discriminate, by reason of race, creed, color, religion, sex, age, handicap, national origin, or ancestry, or status as a disabled veteran or Vietnam era veteran against any citizen of this state in the employment of any person qualified and available to perform the work under the agreement. The successful Vendor further agrees that every sub-contract for parts and/or service for any ensuing order will contain a provision requiring non-discrimination in employment as specified above. Any breach thereof may be regarded as material breach of contract or purchase order. The Vendor further agrees that Vendor, any Sub-Vendor, and any person acting on behalf of Vendor or its Sub-Vendor, shall not in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the agreement on account of race, creed, color, religion, sex, age, handicap, national origin, or ancestry, or status as a disabled veteran or Vietnam era veteran. Vendor represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and annually will file a description of that program and a progress report on its implementation with the Equal Employment Opportunity Office of the Department of Administrative Services.

Indemnification of BGSU

The Vendor shall defend, hold harmless, and indemnify BGSU and each of its trustees, officers, employees, and agents (each of which shall be referred to as a "University Indemnitee") from and against any and all claims, actions, judgments, damages, liabilities, and expenses, including but not limited to, reasonable attorneys' and investigative fees imposed upon, incurred by, or asserted against a University Indemnitee arising from or relating to, directly or indirectly, the Vendor's performance or breach of the terms of the agreement and any transaction contemplated hereby, including, but not limited to, the acts or omissions of the Vendor's officers, employees or agent; provided, however, that the Vendor shall not be liable under such indemnity for any portion of such claims, actions, judgments, damages, liabilities, or expenses resulting from BGSU Indemnitee's intentional, willful, or wanton acts or failure to act. The obligations under this section shall survive the termination of an agreement.

Assignment

No contract may be assigned, sublet or transferred without the written consent from the authorized agent, or designee, of BGSU. Any delegation or assignment attempted to be made in violation of this section shall be void. Absent the consent of all the Parties to an agreement, an assignment or delegation shall not release the assigning or delegating Party from its obligations to the other Parties under the agreement.

Consent and Approvals

All consents or approvals required under the terms of an agreement shall be in writing in order to be enforceable and shall be signed by the party to be charged with such consent or approval.

Cancellation/Termination

Continued failure to meet delivery requirements is cause for cancellation of the agreement (Uniform Commercial Code Section(s) 2-712 and 2-713). In the event of documented repeated delay, failure to make replacement of any rejected articles, or any other failure to perform or comply in accordance with the terms and conditions of this inquiry and resultant agreement, shall allow BGSU, at its sole discretion, to rescind or cancel the agreement and purchase in the open market articles or services of comparable grade to replace those rejected or not delivered. BGSU may at its option, terminate this Agreement without penalty upon two (2) days prior written notice. BGSU, at its option, may desire to give Vendor fifteen (15) days' written notice to rectify any items that do not comply with the Terms and Conditions of this Agreement. If the aforementioned notice is given and Compliance with the terms of this agreement has not been completed within the prescribed time to BGSU's reasonable satisfaction, Vendor agrees to reimburse Bowling Green State University for any expense incurred in excess of the original contract price on all such purchases or BGSU, at its discretion, may deduct the amount from any sum owed to Vendor.

The successful Vendor must be prepared to furnish continual top quality service to BGSU. Failure to do so may be considered just cause for cancellation of the agreement.

Consistent failure of Vendor(s) to meet Bowling Green State University's terms and conditions, deemed by Bowling Green State University at its sole discretion to be a material breach, including but not limited to: delivery, required service levels, quality, invoice inaccuracies, etc., will constitute a default of the agreement by the Vendor. In the event that the said default continues for a period of thirty (30) days after the Vendor's receipt of the notice of default, Bowling Green State

University reserves the right to immediately terminate the agreement. Termination shall in no way limit Bowling Green State University's right to recover damages that arose as a result of the Vendor's breach.

The resultant agreement may be canceled without any further obligation on the part of BGSU in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. The Vendor(s) shall be notified in writing of such non-appropriation at the earliest opportunity.

Records and Audit

The Vendor that is awarded a contract with BGSU shall maintain reasonably complete and accurate records of the operations associated with this contract and all fees and expenses charged to BGSU, or paid on behalf of BGSU, with respect to goods and/or services secured by this contract. The Vendor will retain such records for the period of the contract plus three years from the ending date or termination of the contract and shall make all such records available to BGSU during normal business hours upon reasonable advance written notice. The Vendor shall cooperate in any audit request of such records that BGSU may desire to undertake or request; provided, that (i) any such audit shall be at the expense of BGSU, (ii) any such audit will occur no more than once per calendar year, (iii) that the auditor shall have full and unrestricted access to such records, facilities, and staff as required for the audit, and (iv) that BGSU shall have full control over the selection of the auditor and staff, the audit plan, the criteria, and shall have full and complete ownership of the audit report, management letters and all supporting documentation created by the auditor.

Quantity and Commitments

Bowling Green State University does not obligate itself to procure the volume of material projected, but discounts or prices offered must remain for the full term of the agreement. The requirements may exceed the volume estimated and the Vendor(s) will be required to furnish all requirements as shown on purchase orders issued that are dated prior to termination date of the agreement (by mailing date). The resulting price agreement does not preclude competitive bidding for the acquisition of any item(s) or products(s) that may be included herein.

Attachment A

Schedule of Required Submittals and Signature Sheet

The following Submittals **must** be included in the proposal-response package by the proposal due-date/time; failure to do so may invalidate the proposal response.

Attachment A.	Schedule of Required Submittals and Signature Sheet
Attachment B.	Consortium Sales Authorization
Attachment C.	Compliance Form
Attachment D.	D.M.A. Form
Attachment E.	Contact Information
Attachment F.	References

I affirm that the above listed documents are completed and present in this submission for RFP #5387 and provided in the sequential order as identified above. There is **one original** of each submittal with the requested number of copies provided in the same sequential order.

Bowling Green State University reserves the right to request, at its sole discretion, from some or all of the respondents, any further information or documentation that it deems necessary for the issuance of an agreement.

In compliance with Request for Proposal #5387 and after carefully reviewing all the terms, conditions and requirements contained therein, the undersigned agrees that the response to this Request for Proposal is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of this offer.

By signing this document, I am agreeing on behalf of my firm, to the specifications of this RFP and accepting, without exception or amendment, Bowling Green State University's RFP Directives, Agreement Terms and Requirements (Sections V and VI), and in the process of responding, acknowledge that the original content of this RFP has not been altered. All purchase orders resulting from this RFP shall be subject to these instructions, terms and requirements that shall be incorporated therein.

Company

Date

Address

Company Federal Tax ID Number

Signature (Required)

Telephone

Printed Name

Fax

Title

Email

State of Company Incorporation

Website

Attachment B

Consortium Sales Authorization

If awarded an agreement, please indicate if you will extend these prices and terms to members of the following consortia:

- InterUniversity Council: Yes _____ No _____
- Ohio College Association: Yes _____ No _____
- Educational and Institutional Cooperative: Yes _____ No _____

Describe regional or geographical restrictions:

Signature of Company Official Agreeing to this extension:

Signature

Date

Attachment C - Compliance Form - Ohio Law requires the following notarized affidavit be obtained from a respondent before certain contracts can be awarded or certain purchase orders issued. Please complete and return.

Minority Business Enterprise – Certification Form

State of Ohio Certified Minority Business Enterprise (check one and attach current certification):

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 one of the following economically disadvantaged groups: Black, American Indians, Hispanics or Orientals.

A requirement for an MBE is that the business must be certified by the State of Ohio as a minority respondent. To become certified, one must apply for certification with the Department of Administrative Services Division of Equal Opportunity Employment, State Office Tower, at 30 East Broad St., Columbus, OH 43215.

<http://das.ohio.gov/eod/eodmbeoff.htm>

(EDGE) Encouraging Diversity, Growth and Equity

State of Ohio Certified EDGE (check one and attach current certification):

Yes _____ No _____

An EDGE business enterprise is defined as a small socially and economically disadvantaged business enterprise owned and controlled by U.S. citizens who are Ohio residents. A business enterprise may qualify if it is located in a qualified census tract (Census tracts qualify based on household income level, unemployment level and/or poverty level) or, if not located in a qualifying census tract, the business may qualify if the owner meets both criteria for socially disadvantaged and economically disadvantaged.

A requirement for EDGE is that the business must be certified as an EDGE respondent. To become certified, one must apply for certification with the Department of Administrative Services, Division of Equal Opportunity Employment, State Office Tower, 30 East Broad Street, Columbus, Ohio 43215.

<http://www.das.ohio.gov/Eod/Edge/Index.htm>

Buy American

The goods are produced or mined in the United States of America, its possessions, or Puerto Rico.

Yes _____ No _____

Buy Ohio

The Vendor is considered an "Ohio Vendor" or a Vendor from a "Border State".

Yes _____ No _____

Note: Economic preference shall be awarded to Ohio Vendors and Vendors from "Border" (Michigan, Kentucky, Indiana, Pennsylvania, New York and West Virginia) states, provided those states do not impose economic restraints on products produced or mined in Ohio. An "Ohio Vendor" describes 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 Vendor who demonstrates significant Ohio economic presence (defined to mean business organization that: have sales offices, divisions, sales outlets or manufacturing facilities in Ohio or facilities demonstrate a significant capital investment in Ohio; pay required taxes to the state of Ohio; and are registered and licensed to do business in the state of Ohio with the office of Secretary of State).

Conflict of Interest

- a. The Vendor certifies that none of the company's directors or principal officers are employed by, or affiliated with, Bowling Green State University.
- b. Should any of the respondent's directors or principal officers also be employed by, or be affiliated with, Bowling Green State University, **the respondent will so certify by listing their name(s) and title(s) below:**

Officer Affiliated With or Employed by BGSU

Title

Officer Affiliated With or Employed by BGSU

Title

Note: The provisions of this form are based upon State (Chapter 125 of the Ohio Revised Code), and Federal regulations and requirements, and the policies and practices of Bowling Green State University.

Non Collusion Affidavit

State of _____) County of _____)

_____,
being of lawful age, and first duly sworn, under oath says, that she/he is the agent authorized by respondent to submit the attached contract to Bowling Green State University. Affiant further states that respondent has not paid, given or donated, or agreed to pay, give, or donate, to any officer or employee of the State of Ohio, any funds or other item of value, either directly or indirectly, in the procuring of the contract.

Company Name

Authorized Signature

Federal Tax ID#

Title

Subscribed and sworn to before me this _____ day of _____, 2007.

(SEAL)

Notary Public, Clerk or Judge _____

My Commission expires _____

Attachment D

D.M.A. Form

*******FOR INSTRUCTIONAL USE ONLY*******

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038). The Pre-certification form (HLS 0035) should only be completed if you are specifically instructed to do so by the agency or office requesting the form.
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.
- Department of Public Safety Divisions:

Administration	Ohio Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical Services	Ohio State Highway Patrol
- **DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.**

*******FOR INSTRUCTIONAL USE ONLY*******



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

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NO ASSISTANCE TO A TERRORIST ORGANIZATION

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

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

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

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

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

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

LAST NAME		FIRST NAME		MI
BUSINESS/ORGANIZATION NAME			PHONE ()	
BUSINESS ADDRESS				
CITY STATE		ZIP	COUNTY	

DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

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

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

CERTIFICATION

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

X

APPLICANT SIGNATURE

DATE

Attachment E

Contact Information

To assist in making this request for proposal as efficient and effective as possible, please complete the following schedule of contacts. This form will provide a condensed and efficient form to be used to ensure that each has the correct name, phone numbers, fax numbers, titles and addresses of the lead members associated with this project. Please ensure that you include this attachment when submitting your reply.

**Request for Proposal #5387
Print Management Program**

Bowling Green State University Contact:

**Andrew Grant
Interim Manager of Business Operations
Purchasing Department
103A Park Avenue Warehouse
Bowling Green State University
Bowling Green, Ohio 43403
419-372-3905 phone
419-372-8416 fax
agrant@bgsu.edu**

Respondent's Contact:

Name: _____

Title: _____

Business Address: _____

Line one: _____

Line two: _____

City: _____

State; _____

Zip: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Attachment F

References

Please identify three current users (similar scope, higher education, hospitality, or commercial accounts) of your services that we may contact:

Reference 1

Institution/Company Name _____

Project Name _____

Project Value _____

Project Description/Scope _____

Address _____

Contact Name _____

Title _____

Telephone Number _____

Email Address _____

Reference 2

Institution/Company Name _____

Project Name _____

Project Value _____

Project Description/Scope _____

Address _____

Contact Name _____

Title _____

Telephone Number _____

Email Address _____

Reference 3

Institution/Company Name _____

Project Name _____

Project Value _____

Project Description/Scope _____

Address _____

Contact Name _____

Title _____

Telephone Number _____

Email Address _____

Past Reference 1

Institution/Company Name _____

Project Name _____

Project Value _____

Project Description/Scope _____

Address _____

Contact Name _____

Title _____

Telephone Number _____

Email Address _____

Past Reference 2

Institution/Company Name _____

Project Name _____

Project Value _____

Project Description/Scope _____

Address _____

Contact Name _____

Title _____

Telephone Number _____

Email Address _____

Past Reference 3

Institution/Company Name _____

Project Name _____

Project Value _____

Project Description/Scope _____

Address _____

Contact Name _____

Title _____

Telephone Number _____

Email Address _____