



# **REQUEST FOR PROPOSAL**

**RFP #5433**

**Broadcast Video Server System and Production SAN**

**Due Date/Time: September 24<sup>th</sup>, 2009**

**Issued Date: September 3, 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  
agrant@ bgsu.edu

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

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## **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/Supplier:** 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. 5433

Date: September 3, 2009

Bowling Green State University is accepting competitive sealed proposals from qualified companies for **Broadcast Video Server System and Production SAN** 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 September 24<sup>th</sup>, 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 5433  
Broadcast Video Server System and Production SAN  
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, in writing, via an addendum made through the Purchasing Department.

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 Supplier 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 Supplier(s) for interviews and further discussion;
- Award one, some, or none of the Suppliers who submit proposals.

**No telephone, electronic or facsimile proposals will be considered. Proposals received after the time for closing will be considered invalid and 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, three (3) copies and (1) electronic format** of your response to this RFP (the electronic copy 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 September 11<sup>th</sup>, 2009. All questions shall be submitted via fax/ e-mail as indicated below.

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

Andy Grant  
Interim Manager of Business Operations  
Fax: 419-372-8416  
[purchasing@bgsu.edu](mailto:purchasing@bgsu.edu)

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

<b>RFP Issued</b>	September 3, 2009
<b>RFP Questions Due</b>	September 11 <sup>th</sup> , 2009
<b>BGSU Responds to RFP Inquiry Form</b>	September 17 <sup>th</sup> , 2009
<b>RFP Closing Date/Due Date</b>	September 24 <sup>th</sup> , 2009
<b>RFP Evaluation</b>	September 30 <sup>th</sup> , 2009
<b>Supplier Selection</b>	October 1 <sup>st</sup> , 2009
<b>Contract Negotiations</b>	October 5 <sup>th</sup> – 9 <sup>th</sup> , 2009
<b>Contract Approval</b>	October 12 <sup>th</sup> , 2009
<b>Work Period</b>	October 13 <sup>th</sup> , 2009

## **Section IV**

### **RFP Specifications**

*DISCLAIMER:* THERE ARE TWO COMPONENTS TO THIS RFP. SECTION A IS A BROADCAST SERVER SYSTEM, SECTION B IS A PRODUCTION SAN. YOU CAN SUBMIT A PROPOSAL FOR SECTION A AND/OR SECTION B

#### **SECTION A: BROADCAST VIDEO SERVER SYSTEM**

##### **SCOPE: BROADCAST VIDEO SERVER SYSTEM**

WBGU-DT needs to replace an obsolete Pinnacle Broadcast Server System, add High Definition capability and integrate into our production environment. The proposed Video Server System must be a complete broadcast quality solution designed to integrate into the WBGU-DT facility and must include all hardware, software, computers and interconnection devices, along with System Setup and Commissioning.

The Video Server System must have the bandwidth performance capability to be able to simultaneously playback a minimum of four channels of 35Mbps HD material, while recording a minimum of three channels of 35Mbps HD material.

The Video Server System must have a minimum of six playback channels (decoders). Four playback channels will be controlled by Sundance Titan Automation for play-out on our four digital broadcast channels. One playback channel will be controlled and serve as the ingest/prep channel and one channel will be used for production playback.

The Video Server System must have, from the manufacturer, software to allow control of playback and record from a vendor supplied computer. The software must be able to connect and control any playback, or record port, of the Video Server System and have access to all material on the Shared Storage System. The software must allow the creation of a playlist for playback.

##### **GENERAL REQUIREMENTS FOR BROADCAST VIDEO SERVER SYSTEM**

Each vendor must supply detailed explanations of any exceptions taken to the listed specifications. Each Vendor response must include: Descriptive literature listing RFP equipment features and technical specifications, a description of technical support and spare parts capabilities.

Equipment proposed must be the most current production models with the latest software and operational features.

Each Vendor/Manufacturer must provide 24 hour/365 day telephone product support. System hardware, designed with Internet, or dial modem, access for manufacturer diagnostics, repair and software updates is also required.

Each Vendor/Manufacturer must warrant supplied equipment to be free of defects in material and workmanship for a minimum period of **three years** from the date of acceptance by WBGU-DT. Exchange modules/system items, and functional software to correct defects, must be manufacturer available and provided within 24-hours when requested by WBGU-DT.

During the equipment warranty period, notification and shipment of manufacturer developed hardware modifications, or software that will improve the performance or reliability of delivered equipment, must be provided to WBGU-DT within 30 days of its initial release to any end user. Purchased software features must be maintained at the most current version(s) throughout the three year warranty support period at no cost to WBGU-DT.

It will be the responsibility of the Vendor to provide system setup, commissioning, operation manuals and training to create a fully functioning system. System acceptance will begin when entire System is properly functioning and System Commissioning is complete.

The Vendor/Dealer must provide pricing for system service contracts beyond the warranty period. DELIVERY: RFP price must include FOB delivery to WBGU-DT. Delivery is requested within 30 days of the purchase order date. The equipment must be supplied as complete, factory tested, ready to operate systems, including all required workstation computers, monitors, interface devices, rack mounts/trim, interconnect cables, etc.

### **SPECIFICATIONS FOR BROADCAST VIDEO SERVER SYSTEM**

The proposed Video Server System must integrate with WBGU-DT's Sundance Automation System. This will require the Vendor/Dealer to include in the Video Server System two products from Sundance Automation.

1. License for Sundance Prep to run on WBGU-DT owned Sundance Prep computer. This is a second license to allow for ingestion of SD or HD content.
2. Sundance DDMS software to manage the Sundance database for content moved between the Near-Line Storage System and the On-Line Server System. WBGU-DT's Sundance Automation System presently has the Sundance SAM (Storage Archive Manger) software.
3. Minimum of two days on-site Sundance Support Setup and Commissioning.

The Video Server System may utilize multiple video servers, but each chassis must have redundant power supplies and redundancy built-in for boot drives and operating system. Storage must be shared by the video servers. The Video Server System must be fully compliant with EIA-608 and EIA-708 and provide full support for AFD data.

The Video Server System must be able to playback at minimum the following formats: PBS AS-03, XDCAM and XDCAMHD, DVCAM, QuickTime, and MXF. Proposed system must be able to decode and play Pinnacle MediaStream files natively, or provide a transcoding system to convert the files for transfer and playback.

The Video Server system must provide for transfer of files via network connection. This is to allow the transfer of files from the PBS NGIS System and also from WBGU-DT Final Cut Pro edit systems.

#### Video Server System Playback Specifications:

- Minimum of (6) playback channels (decoders)
- All six channels (decoders) must be capable of outputting HD-SDI (SMPTE 292M) and SDI (SMPTE 259M), providing both up conversion and down conversion with minimum of two AES discrete audio channels and, at minimum, pass four embedded AES audio channels.
- All playback channels must be capable of being controlled by Sundance Automation

#### Video Server System Record Specifications:

- Minimum of (3) record channels (encoders)
- Record (Encoder) capabilities: All channels (encoders) must be able to record both SDI (SMPTE 259M) and HD-SDI (SMPTE 292M) switchable in software. All encoders must have a minimum of two AES discrete 24-bit audio channels and, at minimum, support four embedded AES audio channels. Encode rate for SD must be MPEG2 Long GOP 8 Mb/s-24 Mb/s. HD encode rate must be, at minimum, MPEG2 Long GOP 18 Mb/s-50 Mb/s. Support for 4:2:2 and 4:2:0 Chroma Sampling selectable at any Bitrate.

#### Video Server System Shared On-Line Storage Specifications:

- Storage chassis must have redundant power supplies. Minimum of 250 hours of storage at 35Mbps. Storage must be RAID protected and utilize hot-swappable drives.
- Storage chassis must be expandable to allow for additional storage by adding drives.
- Storage System must include a minimum one spare drive.

## **SECTION B: PRODUCTION/EDIT SYSTEM SAN**

### **SCOPE: PRODUCTION SAN**

The goal of the Production SAN project is to centralize the storage for 5 Final Cut Pro edit systems. Currently, all 5 edit systems are using Direct Attached Storage (DAS). We are starting to use Sony XDCAM HD cameras and codecs as our format of choice for our high definition non-linear editing systems. Standard definition formats include, but are not limited to, DV, DVCAM and HDV.

### **GENERAL REQUIREMENTS FOR PRODUCTION SAN**

Each vendor must supply detailed explanations of any exceptions taken to the listed specifications. Each Vendor response must include: Descriptive literature listing RFP equipment features and technical specifications, a description of technical support and spare parts capabilities.

Equipment proposed must be the most current production models with the latest software and operational features.

Each Vendor/Manufacturer must provide 24 hour/365 day telephone product support. System hardware designed with Internet, or dial modem, access for manufacturer diagnostics, repair and software updates is also required.

Each Vendor/Manufacturer must warrant supplied equipment to be free of defects in material and workmanship for a minimum period of **three years** from the date of acceptance by WBGU-DT. Exchange modules/system items and functional software to correct defects must be manufacturer available and provided within 24-hours when requested by WBGU-DT.

During the equipment warranty period, notification and shipment of manufacturer developed hardware modifications, or software that will improve the performance or reliability of delivered equipment, must be provided to WBGU-DT within 30 days of its initial release to any end user. Purchased software features must be maintained at the most current version(s) throughout the three year warranty support period at no cost to WBGU-DT.

It will be the responsibility of the Vendor to provide system setup, commissioning, operation manuals and training to create a fully functioning system. System acceptance will begin when entire System is properly functioning and System Commissioning is complete.

DELIVERY: RFP price must include FOB delivery to WBGU-DT. Delivery is requested within 30 days of the purchase order date. The equipment must be supplied as complete, factory tested, ready to operate systems, including all required workstation computers, monitors, interface devices, rack mounts/trim, interconnect cables, etc.

### **SPECIFICATIONS FOR PRODUCTION SAN**

The minimum usable storage space is 18TB with expansion/scalability options. The centralized storage unit must be capable of at least 20 concurrent 35mb/s streams of XDCAM HD (4 streams per edit suite). That is a minimum 150mb/s per client in concurrency (10mb/s extra is for overhead and additional audio tracks).

The storage system must work with 5 Apple Final Cut Pro clients (4 –PCI-e, 1 PCI-X), as well as one additional PCI-e Mac/Windows system. The purpose of the additional system will be to perform file transfers, and/or backups/archives, of completed programs to our broadcast server and/or near line broadcast archive. Vendor must supply any PCI-e/PCI-X cards necessary to connect edit systems to the storage system. Each edit system currently has an open Gig-E NIC available for use on the storage system/network if so desired.

The storage system must have redundancy in power supplies, controllers, fans and hard drives.

The proposal must include any network or fiber switches and the necessary cabling/connectors to connect the storage subsystem to the switch. The vendor must also specify any cable type requirements to connect

the storage switch to the final cut pro clients. WBGU will provide the vendor's specified cable type and perform the cable installation from the individual edit systems/clients to the storage location.

Software to manage the storage subsystem must be included.

**ADD ALTERNATES FOR PRODUCTION SAN**

- A. Additional expansion chassis/storage and the amount of usable storage space it will add. If necessary, include the cost of any additional switches/cables required to expand the original storage system.
- B. A single LTO-4 Tape drive for long term archiving of data from the Production SAN.

**Section V**

**Financial Proposal**

**Section A: Broadcast Video Server System** \$ \_\_\_\_\_

**Section B: Production/Edit System SAN** \$ \_\_\_\_\_

**Alternates for Production SAN:**

**Additional expansion chassis/storage and the amount of usable storage space it will add. If necessary, include the cost of any additional switches/cables required to expand the original storage system**

\$ \_\_\_\_\_

**A single LTO-4 Tape drive for long term archiving of data from the Production SAN**

\$ \_\_\_\_\_

**Additional Costs:**

**Please specify any additional costs to be incurred as a of the specifications included in this RFP**

\$ \_\_\_\_\_

## Section VI

### RFP Directives

Suppliers 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, Suppliers 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 Supplier 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 October 12<sup>th</sup> with performance beginning on October 13<sup>th</sup> 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 Supplier.

**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 Supplier 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. Supplier 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 Supplier 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 Supplier will be considered for future RFP solicitations.

#### Proposal Submittal:

Proposals should follow the chronology of this RFP.

- a) Suppliers 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 Suppliers.

#### Proposal Preparation and Submissions Requirements:

In order to be considered for selection, Suppliers must submit a complete response to this Request for Proposal. **One original, three (3) copies and one (1) electronic format** of each proposal (total X) must be submitted to the designated administrative contact at BGSU's Purchasing Department. The Supplier 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, providing a straight-forward, concise description of Suppliers capabilities to satisfy the requirements of the Request for Proposal. Emphasis should be on completeness and clarity

of content. Supplier may include any optional data not provided for elsewhere and considered to be pertinent to this RFP as an addendum to the proposal.

2. Each proposal should be bound in a single volume, with the original marked "**original**" and the copies marked "**copy**". All documentation submitted with the proposal should be bound in that single document.
3. Modifications, additions, or changes to the terms and conditions of this solicitation may be cause for rejection of proposal.
4. Supplier signature on this Request for Proposal certifies that their proposal is in all respects fair and without collusion or fraud. Supplier agrees to abide by all conditions of this RFP and certifies that the signatory is authorized to sign this proposal for the Supplier.
5. For good cause and as consideration for executing this contract the Supplier, 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.

#### **Specifications Information:**

Proposals are requested on the materials and/or services specified. Instructions, manufacturer's model or catalogue numbers, etc., where shown herein, are for descriptive purposes only and to guide the Supplier in interpretation of the quality, design and performance desired, and shall not be construed to exclude proposals offering other types of material or service unless otherwise noted. If the description of your offer differs in any way, you must give complete detailed description of your proposal, including pictures and literature, where applicable. Supplier must provide proposal exactly as specified on this RFP. Supplier may also offer alternatives. Respondent may include any additional data not provided for elsewhere and considered to be pertinent to this RFP as an addendum to the proposal. Respondents may submit any number of proposals, but if more than one proposal is submitted, they must be included in the same document. For each distinct alternate proposal, add an appendix containing only those sections that differ from the main proposal. For each such instance, include an identifier such as Appendix A at the center top of the appendix.

#### **Use of Designs, Data, Etc**

The Supplier may not use any registered trademark of BGSU, on any item provided under this contact, without express approval and manufacturer designation of the appropriate licensing officials. Supplier 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, Supplier 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 price agreement are preferred by Bowling Green State University, and offers of guaranteed price stability will be a consideration in award. Price changes will not be granted which include additional Supplier markup. Price decreases due to market changes, manufacturing costs, etc. will be accepted anytime during the contract term. Requests for price increases may result in cancellation of the contract, or specific items from the contract. The Supplier must honor original pricing on all purchase orders mailed prior to the effective date of the approved increases. Any price change granted will be in a written addendum format.

#### **Evaluation**

If an award of contract is made, the Supplier 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 Supplier's products or services; ability to perform the contract; and general responsibility as evidence by past performance. Price/Discounts, although a factor, will not be the sole determining factor in award of the agreement.

### **Award**

Unless the Supplier states otherwise, Bowling Green State University reserves the right to award by items, groups of items, or as a whole, whichever is deemed most advantageous to BGSU. The Supplier 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 Suppliers. After negotiations are completed with Suppliers, BGSU shall select and notify the Supplier which has, in BGSU's opinion, made the best proposal, and award the contract to take effect on the dates negotiated with Supplier. Any agreement entered into as a result of this inquiry may be awarded to one Supplier or to several as multiple awards, whichever is in the best interest of the purpose and intent of Bowling Green State University. BGSU reserve the right to judgment concerning quality of product, service and the Supplier(s) capability to service the agreement.

### **Freight Terms**

All prices quoted must be F.O.B. Destination. Unless clearly stated otherwise by the Supplier, prices quoted shall include all charges for transportation, packaging, crate containers, etc., necessary to complete delivery on an F.O.B. Destination basis.

### **Tax Exemption**

Bowling Green State University, as an instrumentality of the State of Ohio, is exempt from Ohio sales tax and Federal excise tax, including Federal transportation tax. An exemption certificate will be furnished by BGSU issuing a purchase order upon request.

### **Invoicing**

Award recipients must match Bowling Green State University's purchase order and invoice on a line-by-line basis. The invoice must be identical in terms of cost; units specified; quantity ordered; and item descriptions. Unless specifically exempted, unit prices must be entered and item total extended on each invoice.

### **Cash Discount**

Any cash discount offered will be accepted and BGSU will endeavor to use same; however, only 30 days or more discounts will be considered in computing the net figure of Supplier proposal for award decisions. Requests for plus discount for non-payment of invoice beyond due date will become a consideration in proposal awards.

### **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 Supplier, at Supplier's expense, upon request. Unless otherwise requested or necessary, samples become the property of Bowling Green State University.

### **Compliance**

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

### **Advertising**

No Supplier 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 are non-proprietary and subject to public disclosure after contract award. All proposals, except for items reasonably identified by Supplier as trade secrets or proprietary information, are subject to public disclosure under Ohio Revised Code Section 149.43. Supplier 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 Supplier(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 Supplier(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

*As a condition of being granted this contract, the Supplier must agree to hold the University harmless from any and all claims, demands or causes of action arising from its use of University facilities and be able to provide "Proof of Insurance" in the form of an insurance certificate which meets the following minimum insurance requirements:*

**Commercial General Liability**, written on an occurrence form, including but not limited to bodily injury, property damage, contractual liability, products/completed operations, fire legal liability and liability for bodily injury, sickness or disease caused by the consumption or use of any article or food product produced or distributed by the supplier, [and Liquor Liability Insurance] in the minimum amount of:

\$1,000,000 per occurrence/\$2,000,000 aggregate

**Commercial Automobile Liability**

\$1,000,000 per occurrence/\$2,000,000 aggregate

**Excess/Umbrella Liability Coverage**

\$10,000,000 minimum

**Workers Compensation Insurance** – statutory limits covering all employees of Proposer

**Property Insurance** – to protect business personal property and food inventory used or stored on the University's premises.

*The insurance shall name the University as an additional insured; be primary over any other existing insurance or self-insurance carried by the University; be issued by a carrier [licensed in the State of Ohio] with an AM Best's rating of A-VI or higher and include a waiver of all rights of subrogation against the University, its subsidiaries, officers, directors, trustees, volunteers and employees. Said insurance shall remain in full force and effect for the duration of the contract and provide a minimum of (30) days written notice in the event of cancellation or termination. Certificates of Insurance evidencing that such insurance has been procured will be issued prior to the commencement of any work. The failure to provide adequate proof of insurance does not excuse Proposer from its obligation hereunder.*

#### 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 Supplier 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 Supplier 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.

#### Compliance with Laws

The Supplier 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 Supplier 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, Supplier 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 Supplier 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. Supplier 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 Supplier's request that BGSU refuse to divulge any Trade Secret Information. Supplier, 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 Supplier 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/Non-assistance 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 Supplier 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 Supplier will be deemed public record presumed to be open. If the Supplier 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."

### **Availability of Funds**

BGSU may upon written notice to the Proposer receiving the contract, suspend or terminate the unpaid balance of this contract, if the Ohio General Assembly, in a biennium, fails to appropriate funds making possible the continuation of such payment.

### **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 Supplier 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 Suppliers. After negotiations are completed with Suppliers, BGSU shall select and notify that Supplier which has, in BGSU's opinion, made the best proposal, and award the contract to take effect on the dates negotiated with Supplier.

It is understood that the Supplier, 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 Supplier involved in the performance of this contract shall be directly employed by and supervised by the Supplier or subcontracted to an entity identified in Suppliers response.

Personnel of Supplier 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 supplier's employee to show upon request by Campus Police.

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

### **Ethical Conduct**

It is expected that once an agreement is issued, Suppliers (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 Supplier. Such actions include, but are not limited to, establishing guidelines for campus visits by a Supplier, and/or removal of a Supplier from Bowling Green State University's Suppliers list(s).

### **Labor and Employment Practices**

- Supplier'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.
- Supplier's employees shall be skilled in their trades. Any employee(s) of Supplier 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(s) of Supplier are so barred from the project, Supplier shall immediately replace such employee or employees with employees satisfactory to BGSU.
- All labor employed in the performance of the Supplier's work shall be acceptable to BGSU and Supplier 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 Supplier agrees that Supplier, and any Sub-supplier there of, or any person acting on behalf of Supplier or a Sub-supplier, 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 Supplier 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 Supplier further agrees that Supplier, any Sub-supplier, and any person acting on behalf of Supplier or its Sub-supplier, 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. Supplier 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.

### **Bonding**

A Performance Bond in an amount equal to at least 100% of the contract price to ensure fulfillment of the contractor's obligations under any contracts (including construction, services or equipment) for any portion of this project funded by a grant exceeding the amount of \$100,000 ("Material Contracts) is required. The performance bonds shall be issued by surety companies listed in the Department of Treasury Circular 570 (Approved Sureties) or have a similar State rating in the State where the Grant Project is being completed.

### **Indemnification of BGSU**

The Supplier 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 Supplier'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 Supplier's officers, employees or agent; provided, however, that the Supplier 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 proposal 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 Supplier 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, Supplier 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 Supplier.

The successful Supplier 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 Supplier(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 Supplier. In the event that the said default continues for a period of thirty (30) days after the Supplier'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 Supplier'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 Supplier(s) shall be notified in writing of such non-appropriation at the earliest opportunity.

### **Contract Term**

The contract term will commence on the date of award and continue for a period of three (3) year, with the potential of two, one year renewable terms. Pricing and discounts must remain firm for the length of each term of the agreement and any renewals.

### **Records and Audit**

The Supplier 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 Supplier 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 Supplier 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 Supplier(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.

### **Orders, Delivery and Billings**

Orders will come from BGSU as the need occurs. Delivery must be prompt and as directed by Bowling Green State University. Billing must also be as directed by BGSU.

**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 #5433 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 #5433 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 VI and VII), 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**

**(If not an Ohio Company, must submit Secretary of State Certificate of Authorization to bid in Ohio)**

Should a Supplier take exception to Bowling Green State University's instructions (Sections VI and VII cited above), the Supplier must submit such exceptions and/or amendments in writing to the contact above within at least five (5) business days prior to the Proposal Closing Date. Bowling Green State University reserves the right to reject some, all, or none of the proposed exceptions and/or amendments

**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:

- Inter University Council:                      Yes\_\_\_\_\_ No \_\_\_\_\_
- Ohio College Association:                      Yes\_\_\_\_\_ No \_\_\_\_\_
- Educational and Institutional Cooperative:    Yes\_\_\_\_\_ No \_\_\_\_\_

Describe regional or geographical restrictions:

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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 Supplier is considered an "Ohio Supplier" or a Supplier from a "Border State".

Yes \_\_\_\_\_ No \_\_\_\_\_

**Note: Economic preference shall be awarded to Ohio Suppliers and Suppliers 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 Supplier" 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 Supplier 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 \_\_\_\_\_

**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**\*\*\*\*\*



**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 information 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 #5433  
Broadcast Video Server System and Production SAN**

**Bowling Green State University Contact:**

**Andy Grant  
Interim Manager of Business Operations  
103 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 goods and/or 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** \_\_\_\_\_