



REQUEST FOR PROPOSAL

RFP #5445

Executive Search Firm Services

Due Date/Time: October 12, 2009

Issued Date: September 14, 2009

Mailing Address:

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

Contact:

Andy Grant
Purchasing
419.372.3905 phone
419.372.8416 fax
agrants@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. 5445

Date: September 14, 2009

Bowling Green State University is accepting competitive sealed proposals from qualified companies for **Executive Search Firm Services** 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 **Monday October 12, 2009, by 3PM EST** 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 5445
Executive Search Firm Services
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, five (5) 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 28, 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
Purchasing
agrant@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:

| | |
|--|---|
| RFP Issued | September 14, 2009 |
| RFP Questions Due | September 28, 2009 |
| BGSU Responds to RFP Inquiry Form | October 1, 2009 |
| RFP Closing Date/Due Date | October 12, 2009 |
| RFP Evaluation | October 13 – October 19, 2009 |
| Supplier Presentation | May be Requested |
| Supplier Selection | November 1, 2009 |
| Contract Negotiations | To Be Determined |
| Contract Approval | To Be Determined |
| Work Period | To begin immediately upon contract approval |

Section IV

RFP Specifications

Scope of Work

Bowling Green State University requests proposals from national executive search firms to assist in the search for highly qualified and interested candidates for the various positions at its campus.

The selected vendor will:

1. Assist in development of position specifications, including selection criteria, definition key skills and relevant experience. Assist in the development of a recommended approach for recruiting, screening and evaluating candidates (search methodology).
2. Recruit highly qualified, diverse and distinguished candidates (particularly individuals who might not otherwise apply) utilizing the best practices of the search firm industry.
3. Solicit individuals with superior qualifications to encourage them to become part of the pool of prospective candidates, including, but not limited to, contacts with potentially qualified women and ethnic minority individuals. It is anticipated that this activity will range from the circulation of announcements in professional journals to extensive personal contacts with the prospective candidates.
4. Provide BGSU with all relevant data regarding each candidate, including the identification of, and/or communication with, any potential candidates for the position (i.e., those generated through the firm's efforts, as well as those nominated, or surfaced, via an advertisement).
5. Consult with each identified candidate to compile a complete candidate profile, to determine the degree of fit with our requirements and aspirations, and to learn the interest and motivations of the candidate.
6. Provide personal interaction with the search committee, including providing the search committee chair(s) with reports, upon request, which outline candidate's identified for the position and how they were identified (i.e., via direct contact by the search firm, through nomination, or by self-application).
7. Assist in coordination of search committee and other interviews for appropriate candidates.
8. Advise the search committee on best practices for interviewing and selection and provide guidance on compensation and components of an offer based on market and industry research, if requested.
9. Facilitate interviews of final candidates.
10. Maintain all applications, resumes, and related materials in a manner which is consistent with the requirements of state and federal law and which is designed to preserve the confidentiality of all prospects for the position.
11. Perform requested reference checks; verify work history, significant accomplishments, relevant experience and reputation analysis.
12. Provide follow-up with the members and the selected candidate to assure successful transition.

Positions that most often require the use of a search firm by BGSU include, but are not limited to:

University President
Vice Provost
Executive Staff
Department Chairs

Vice Presidents
Deans
Directors

Vendor Requirements

- A narrative description of the executive search firm, its capacity to provide these services, and the location and phone number of the office which will coordinate the search.

- A list of higher education clients for whom similar searches have been conducted in the past three (3) years. Include the name, address and phone number of the primary contact person for each such client.
- Description of the firm's capacity to contact prospects whose qualifications for the position are known to the firm.
- Provide the names and background summaries of the individuals who will perform the services at each phase of the process and the roles that each will be assigned.
- Evidence of past experience (within the past five (5) years) in professional recruiting for higher education at the senior administrative level, including a list of all organizations that have retained the firm for similar searches; describe the position, results of each search, and a reference for each search (preferably the search committee chair); in addition, please list any other clients and position searches which you feel demonstrate your firm's capability for this search.
- Copies of any and all applicable licenses relative to fulfilling the scope of this RFP.
- Description of the approach and average timeline for the search process, including identification of the steps of the processes completed in each phase and the time allotted for each phase.
- Description of assurance of the firm's ability to complete the required tasks within the stated timeframe, or if there are any reservations, state these.
- Description of how the firm will accommodate state and federal laws and Board policy related to affirmative action and equal opportunity employment.
- Explanation of the fees the firm will charge.
- A statement of commitment to maintaining all search records in strict confidence.
- The agency should demonstrate that the firm's location facilitates a close working relationship with BGSU and does not result in significant cost increases to the client. Any necessary travel expenses will be paid according to the BGSU guidelines.

References

Provide a list with a minimum of five (5) references with contact person(s) name, title, address, telephone number and email address.

Evaluation Criteria

Proposals will be evaluated based upon criteria listed above which may also include:

- Fees and structure of those fees
- Evidence of past experience in professional recruiting
- Other items determined by BGSU to be relevant

It is anticipated, following the receipt of proposals, the appropriate BGSU personnel shall review the proposals and determine the need to conduct interviews with any of the proposers. Following the review of proposals and any interview processes, the appropriate BGSU personnel will select a consultant/executive search firm to provide the services.

Purpose and Intent

Consideration will only be given to companies qualified and authorized to deliver the service and products selected for this award. BGSU reserves the right to judge whether total low award(s) by item group are in its best interest and to award accordingly. A multiple award may be made should results indicate such is advantageous to Bowling Green State University. Any contingency on total award, combination of items or minimum order, must be clearly defined in your RFP response. The resultant price agreement will provide a discount pricing structure and reduce repetitive competitive proposals.

Pricing

Discounts/prices offered must be equal to, or lower than, those offered to your most favored customers, individual university customers, and other government agencies. The buyer(s) reserve the right to negotiate a

greater discount, or seek competitive proposals, based upon significant increases in volume. Any special discounts given to other State of Ohio institutions during the period of this price agreement must be fully documented as an additional offering to this price agreement. Proposers must complete and provide all information as requested in Attachments "A" thru "F" attached in accordance with the instructions provided.

Commitment

BGSU does not jointly, or individually, obligate itself to procure the volume indicated; however, the discount/pricing offered shall remain firm for the term of the resultant agreement. Price reductions shall be passed on to BGSU members when, and as, they occur, whether due to incentives, term incentives, rebates, etc. The requirements may exceed the volume estimated. Award contractors/vendors will be required to accept and furnish all requirements as shown on orders during the term of resultant price agreement (by posted mailing date).

RFP Response

It is the sole responsibility of the respondent to submit their proposal, prior to the due date/time, to the Purchasing Department of Bowling Green State University. Receipt by the university mail service does not constitute receipt by BGSU's Purchasing Department. Request for extension of the due date, or time, will not be considered. **Late proposals will not be accepted.**

Reporting

Annual reports of vendor's successful placements for BGSU, complete with invoices, receipts, and any related correspondence or other documentation, may be requested by our auditors.

Section V

Financial Proposal

Please provide your prices and fees for the Executive Search Firm Services on this form and attach a separate document if more space is needed for the completion of your proposal. Prices quoted must include all shipping and delivery charges, if applicable. Failure to do so will invalidate proposals from consideration.

Fees: Provide an itemization of fees for conducting a search; miscellaneous expenses must be included and shown as a percentage of the search fee. If miscellaneous expenses are not indicated as a percentage, please elaborate how the fee(s) is set, and a viable, reasonable dollar estimate.

Please complete the appropriate response below

- Delivery Information
After Receipt of Order (ARO) – Search can begin _____ days ARO

- Payment Terms for submitted bills for services to BGSU (e.g.:Net 30) _____

| Description | Fee |
|--|-------|
| Executive search service | _____ |
| Discount Structure | _____ |
| Duration of agreement terms | _____ |
| Miscellaneous business expenses, (please attach the necessary pages to respond to the Proposal Requirements) Please provide it as a Percentage of the Search Fee or how your firm is compensated for thee expenses per standard business practices. The most viable dollar amount. | _____ |
| | |

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 November 1, 2009 with performance beginning on November 2, 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 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, five (5) copies and one (1) electronic format** of each proposal 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 is 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/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 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.

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 throughout the hiring process, with the potential of renewable terms which are mutually agreed upon by both parties. Pricing and discounts must remain firm for the length of the contract and any mutually agreeable 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 #5445 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 #5445 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:

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.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- 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
- 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
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- 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
- 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 #5445
Executive Search Firm Services**

Bowling Green State University Contact:

**Andy Grant
Purchasing
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 _____

Reference 4

Institution/Company Name _____

Project Name _____

Project Value _____

Project Description/Scope _____

Address _____

Contact Name _____

Title _____

Telephone Number _____

Email Address _____

Reference 5

Institution/Company Name _____

Project Name _____

Project Value _____

Project Description/Scope _____

Address _____

Contact Name _____

Title _____

Telephone Number _____

Email Address _____