



REQUEST FOR PROPOSAL

RFP #5453

**Water Quality Lab Equipment
(OBM- Ohio Office of Budget & Management)**

Due Date/Time: Friday October 30, 2009, 4:00pm

Issued Date: October 13, 2009

Mailing Address:

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

Contact:

Maureen Ireland
Purchasing
419.372.8418 phone
419.372.8416 fax
mirelan@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. **5453**

Date: **October 13, 2009**

Bowling Green State University is accepting competitive sealed proposals from qualified companies for **Water Quality Monitoring Lab Equipment** 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 **Friday, October 30, 2009, 4:00pm** and delivered to:

Maureen Ireland
Purchasing
Bowling Green State University
103 Park Avenue
Bowling Green, Ohio 43403

RFP envelopes shall be sealed and clearly marked:

RFP 5453
Water Quality
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 one hundred twenty (120) 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, demonstrations, presentations and further discussion;
- Negotiate a possible contract and may solicit "best and final offers" from some or all Respondents prior to or during this negotiation process;
- 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, two (2) 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 (4 total). 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 **October 20, 2009**. All questions shall be submitted via e-mail as indicated below.

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

Maureen Ireland
 Purchasing
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:

RFP Issued	October 13, 2009
RFP Questions Due	October 20, 2009
BGSU Responds to RFP Questions	October 23, 2009
RFP Closing Date/Due Date	October 30, 2009, 4:00pm
RFP Evaluation	November 2 - 6, 2009
Supplier Presentation	November 10 - 12, 2009
Supplier Selection	Nov 16 - 18, 2009
Contract Negotiations	Nov 19 - 24, 2009
Contract Approval/Purchase Order	Controlling Board Mtg Nov 30, 2009 (ASAP after approval)

Section IV

RFP Specifications

Scope of Work and Instrument Specifications: Portage River Watershed Water Quality Investigation

We are investigating the factors arising from human activity that affect water quality in the Portage River Watershed. This watershed has been chosen as a model for other watersheds in the Lake Erie basin due to its size, terrain, and the scope of land uses that make it representative of many of these watersheds. Our investigation involves measuring the following parameters in the field:

dissolved oxygen concentration and percentage saturation
pH
electrical conductivity
water temperature
water turbidity
water flow rate

Collecting water samples in the field and measuring the following parameters for these samples in the laboratory:

concentration (mg/L) of soluble reactive phosphorus (ortho-phosphate)
concentration (mg/L) of nitrate + nitrite
concentration (mg/L) of ammonia

Water Quality Meter and Probes

The first four field measurements will be made with a reliable, rugged field meter compatible with the Hach HQ40d water quality meter and probes that we currently have. We need two additional such water quality meters and sets of probes compatible with those we have. The water quality meter should be able to simultaneously measure oxygen concentration, electrical conductivity and water temperature and to automatically correct the oxygen concentration using the result of the electrical conductivity and water temperature measurements. It should also be able to simultaneously measure pH and water temperature and to automatically correct the pH measurement based on the water temperature. The meter should be able to perform automatic calibration using pH and electrical conductivity standards. The meter should be a type and brand that is used by many other reliable laboratories and agencies such as the U.S. Environmental Protection Agency and the Ohio Environmental Protection Agency results obtained with this meter should be acceptable as valid by these two agencies.

Water Turbidity Meter and Probe

This meter should be able to measure water turbidity in units of NTU (nephelometric turbidity units) in the range of at least 1 to 1000 NTU with a resolution of at least 5%. It should have a documented record of high reliability and minimal maintenance.

Water Purification System

We will need a compact system for purifying water to less than 50 ppb total organic carbon (TOC) and less than 10 M-ohm•cm resistivity at a rate of 1 liter per minute with very low cost of maintenance.

Automated Water Sample Collection

Some water samples are collected manually but we will need to have samples collected at times when water flow is high immediately following heavy rain events and for 48 hours following those events. Automated water samplers are needed for this situation. During these periods we also need to collect data periodically or continuously regarding dissolved oxygen concentration, pH, electrical conductivity, water temperature, and water flow rate. For some cases the water samples must be kept at 2-6°C after collection so that bacterial analysis can be performed with valid results. We anticipate using two different models of water samplers for these situations: one model that can collect water samples and continuously record all of the parameters listed but not keep the water samples cold; this system will need to be capable of automated sample collection and also have all of the probes connected with the ability to digitally record the data generated by these probes and storing it for later collection at the time that samples are collected. The other model should automatically collect water samples and keep them cold but not necessarily record all of the parameters listed. For automated water sampling we will need a device that can begin sample collection only when certain conditions are met based on a program that we set depending on the water level, the rate of water flow, or the amount of rain accumulating during a 24-hour period of time. We need to be able to choose which of these three conditions are used to trigger sample collection. Once sample collection begins we must be able to program the number of samples that are collected and the period of time lapsing between samples, typically 1 or 2 hours. We need a capacity of at least 12 samples of at least 150 mL each. Sample collection must be free of added chemical or bacterial contamination. The unit must be relatively easily moved and transported in the field by a single individual.

Automated Chemical Analysis

Because this work is being performed by undergraduate students including some first year students with relatively little technical training and expertise, and because the data that we are gathering must meet EPA regulatory standards, the analyses and measurements must be made with equipment that is easy to use, reliable, and accurate and the protocols must satisfy EPA requirements for these parameters. We need instruments that have been used widely and extensively in laboratories similar to ours and in EPA certified laboratories or laboratories of the EPA to demonstrate that they can perform reliably, consistently, and repeatedly over an extended period of time and meet requirements of these types of laboratories and EPA specifications. The instrument and the methods used for chemical analysis should therefore meet EPA certification.

At times, we will collect samples directly and in those cases will usually have, at most, 10 samples per day. When automated water samplers are used we anticipate having a maximum of 70-80 samples that will require analysis within 24 hours. Because the students who are working on this project have limited schedules, it will be necessary for the instrument used in the laboratory for chemical analysis be capable of automated analysis without human monitoring or intervention so that after the samples are loaded, and the instrument programmed, the instrument will complete the analyses, report the results and shut down without user intervention. It must be possible to run at least three different chemistries without user intervention so that all three of the chemical analyses listed above can be performed on each sample. Thus we will need to run at least 210 to 240 chemical tests within a 2-3 hour period without user intervention once the samples are loaded and the system is programmed with no carry-over or cross-contamination between samples and tests. Here are specifications that we would need for this automated chemical analyzer.

Specifications:

The system must provide rapid start-up, easy and rapid method changeover, and automated shutdown under computer control with no operator intervention. The system should not require lengthy reagent baseline stabilization and should be ready to operate within 10 minutes of operator access.

The analyzer must be methods-based, capable of replicating the sample and reagent ratios specified in prescribed manual or continuous flow methodologies.

Average cost of reagents per test should be less than \$0.06 and the volume of reagents used should be minimal to minimize disposal costs, and ideally no more than 500 uL combined volume of sample and reagents per test.

Samples should be processed at rates up to 150 tests per hour with no carryover or cross-contamination between samples or chemistries. The system should not require any post-run carryover correction. The instrument must be capable of automated method changeover to specifically include computer-controlled sample volume, reagent volumes, reaction times and detection wavelengths.

The instrument must be programmable to run up to 3 different chemical analyses, in any combination, on each sample and capable of performing analyses on-demand. All method operating parameters shall be computer-programmable and not require any manual changeover by the operator. Specifically, if the appropriate reagents are loaded, the system will allow the user to order up to 3 individual tests to be run on specified samples without additional instrument setup. Only those tests required should be run on each sample.

The system must be able to perform a variety of chemical analyses of water including specifically ammonia, ortho-phosphate, and nitrate plus nitrite. To determine nitrate, the system must employ an in-line system to completely and reproducibly reduce nitrate to nitrite. If the system uses cadmium or other exhaustible material the system must also be capable of automatically reactivating this material on-line. Maintenance and replacement of this system should be easy and relatively inexpensive, increasing the total cost of reagents for this test by no more than 20%. The system shall be capable of running nitrite separately by automatically switching the nitrate reduction reactor out of line, determining nitrite, then subtracting the nitrite result from nitrate + nitrite to give a final nitrate concentration.

All methods must include linearity, accuracy, precision, and method detection limit data. All appropriate environmental chemistries must employ USEPA accepted methodologies.

Approval documentation from USEPA must be included for each test specified, along with two column comparison tables submitted for the approval process.

Automatic high-resolution dilution must be included to enable automated preparation of working standards from a stock standard and automated dilution of off-scale samples to bring their concentrations within the working range of the chemistry. Dilution should be performed with at least 3% accuracy and precision. Diluted samples must be re-run automatically and results integrated into a final report. The instrument must have a minimum of three user-selectable automatic dilution settings in the range of 1:1 to 1:100. The instrument should automatically select the optimal dilution setting based on an estimate of the over-range sample's concentration.

All operating parameters must require no manual switching of manifolds, pump tubes, sample loops or interference filters during the run. The system must allow true walk-away operation with no operator monitoring or intervention.

The instrument must include a 70 position or greater sample tray that is fully integrated with the system so that up to 70 different samples can be analyzed in 3 different tests for each sample without user intervention. The instrument should also be able to perform all of the needed quality control tests for all three chemistries (running a set of standards as often as every 10 samples) without user intervention once the run is set.

It is preferred that the instrument can accommodate all of the reagent container reservoirs that are needed for the three chemical analyses (this could be as many as a total of 15 reagent reservoirs) and a system for keeping these reagents cooled (e.g., 10° C below ambient) and have reservoir caps that minimize reagent volatilization and eliminate cross-contamination among reagents and samples. This will maximize reagent lifetime and reduce the amount of chemical vapors that contaminate the laboratory atmosphere.

The system must be able to achieve a correlation coefficient of 0.998 or better with a suitable set of chemical standards for each test that the system can perform.

The system should perform automatic reagent level sensing prior to analysis based on the number of samples to be analyzed. In the event of insufficient reagent volume being available, the system should alert the operator to top off the reagent reservoirs as required.

Data shall be collected in a form that can be easily transferred and read and manipulated in the Windows XP and MacOS X computer operating systems (e.g., CSV format) and it is preferable that the software run under Windows XP or MacOS X..

The software must allow the operator to view, print, and save the calibration curve following the calibration run.

The software must allow for one or more calibration standards to be eliminated from the curve and the least squares fit and correlation coefficient automatically recalculated.

The software must communicate from the computer to the chemistry unit solely through a USB or firewire interface and shall not require a plug-in card to perform communication, analog-to-digital conversion or digital input-output control.

The software must automatically detect off-scale samples and schedule these samples for dilution to bring their concentration within the range of the calibration.

The calibration report must include percent residual data and the date and time of analysis for each and all calibration standards.

The software must allow the user to specify a minimum correlation coefficient value for the calibration curve which, if not met, will notify the operator.

The software must perform closed-loop data quality monitoring and control wherein QC samples and standards (spikes, duplicates, check standards, proficiency standards, etc.) can be specified together with their QC limits. If any QC limit is exceeded, the operator can also specify a corrective action. For example, if a check standard fails, the operator can direct the analyzer to automatically recalibrate and re-run all samples from the last check standard that passed then continue on with the remaining samples with no operator intervention.

The software must allow for both short and long-term QC charting to track system performance with respect to accuracy and precision by continually tracking check standard mean and standard deviation. For convenience, the user can then plot QC charts showing limits of 1, 2, and 3 times the defined acceptable standard deviation of that standard.

The software must allow for post-run rescheduling and re-run of samples or controls, with or without a user-specified dilution.

The software must allow for seamless reporting across batches and templates.

The software must have bulk standard and control capabilities.

The software must have automatic Spike preparation and calculation.

The software must allow for alternative diluents capability – waters, acids, digests, etc.

The system must have at least a one-year warranty on parts and labor and should have an option of an extended-period service contract that can be included in the purchase price.

The vendor must provide installation and commissioning and, at least, a two-day training course either on-site or at the vendor's customer training facility by the vendor's own qualified chemist staff.

The vendor must have an on-site service program available, with local service available within 24-72 hours.

The vendor must maintain a loaner stock of instruments. This requirement does not replace requirement for immediate on-site service.

It is preferred that the vendor supply technical support from their own employees and not contracted out labor to ensure minimum downtime and optimum expertise and service.

To provide on-going support for method development and validation, the vendor must have qualified chemists on staff for technical support. They must offer email support (monitored hourly) and dedicated telephone support (answering machines are not acceptable).

Vendor must supply a list of technical support specialists, who are direct employees and not independent representatives, to include telephone extension numbers and email addresses.

Vendor must demonstrate that they maintain a database containing all sales, warranty, parts and technical support calls and emails to ensure prompt and accurate Technical Support.

Vendor must supply copies of original EPA approval letters for individual analytical chemistries

Section V

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 26, 2009** with performance beginning 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, two (2) copies and one (1) electronic format** of each proposal (total 4) 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 borne 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 VI

Terms and Conditions

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.

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. Financial Proposal**
- Attachment C. Consortium Sales Authorization**
- Attachment D. Compliance Form**
- Attachment E. D.M.A. Form**
- Attachment F. Contact Information**
- Attachment G. References**

I affirm that the above listed documents are completed and present in this submission for RFP #5453 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 #5453 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
(If not an Ohio Company, must submit Secretary of State Certificate of Authorization to bid in Ohio)

Website

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

Pricing Sheet

Please supply your specifications, pricing and maintenance for product here

Attachment C

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 D - 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 _____
My Commission expires _____

Attachment E

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 _____ **DATE** _____
APPLICANT SIGNATURE

Attachment F

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 #5453
Water Quality Lab Equipment**

Bowling Green State University Contact:

**Maureen Ireland
Purchasing
103 Park Avenue Warehouse
Bowling Green State University
Bowling Green, Ohio 43403
419-372-8418phone
419-372-8416 fax
mirelan@bgsu.edu**

Respondent's Contact:

Name: _____

Title: _____

Business Address: _____

Line one: _____

Line two: _____

City: _____

State; _____

Zip: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Attachment G

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 _____