



**REQUEST FOR PROPOSAL # 2011-7-1615**

**FOR**

**Electronic Medical Records (EMR)**

**AS PER THE SPECIFICATIONS LISTED HEREIN**

**PROPOSAL DUE DATE: 07/20/2011**

**PROPOSAL DUE TIME: 2:00 PM**

**REQUESTED BY: Luba Cramer**

**THE UNIVERSITY OF AKRON  
DEPARTMENT OF PURCHASING**

**SUBMITTED: June 27, 2011**

## 1.0 REQUEST FOR PROPOSAL PROCESS

### **1.1 General Information**

To be guaranteed the fullest consideration, all proposals should be submitted on or before 2 P.M. local time, on the 20<sup>th</sup> day of July, 2011. If sending via U.S. Mail, please use the following address: The University of Akron, Department of Purchasing, Lincoln Building, 2<sup>nd</sup> floor, Akron, Ohio 44325-9001. If sending via courier, overnight air, hand delivery, etc., please use the following address: The University of Akron, Department of Purchasing, 100 Lincoln Street, Akron, Ohio 44325-9001. The University of Akron may select one, more than one or none of the proposals received.

**Questions may be addressed to Luba Cramer in the Department of Purchasing at (330) 972-7340 or Email: [Lcramer@uakron.edu](mailto:Lcramer@uakron.edu)**

### **1.2 The University of Akron**

The University of Akron is a major public teaching and research institution that offers more than 200 undergraduate majors and areas of study leading to associate and bachelor's degrees. For advanced study, the University provides more than 100 master's degree programs and options, 17 doctoral degree programs and 4 law degrees.

Situated in a metropolitan area, The University of Akron has a student enrollment of 28,539, and is the only public university in Ohio with a science and engineering program ranked in the top five nationally by *U.S. News & World Report*. The University of Akron excels in a variety of areas, including polymer science, dance, law, nursing and global business.

The University offers courses throughout most of the calendar year. It offers a fall and a spring semester and three summer sessions covering about eleven months of the year. The University employs approximately 4,800 full and part-time faculty and staff. For more information, please visit [www.uakron.edu](http://www.uakron.edu).

## 2.0 OVERVIEW OF PROJECT

### ***Scope of Proposal***

### **2.1 Organization Profile**

#### **The University of Akron**

The University of Akron (UA) is seeking to purchase a comprehensive Electronic Medical Records (EMR) system. Three (3) University of Akron business units expect to utilize the EMR system. Each business unit is outlined independently to demonstrate the unique nature of their business and their current service offerings, client base, and number of patients served. The

software solution must operate within the UA networking environment and interface with other software applications currently used by UA such as PeopleSoft/Oracle.

### **Health Services**

The purpose of Student Health Services is to assist students in meeting their academic and personal goals by addressing their health concerns by providing quality, cost-effective, culturally competent and compassionate health care and health education. Available services offered include general primary health care; evaluation and treatment of uncomplicated illness and injury; immunizations; tuberculin skin testing; academically required physical exams; referral assistance for health concerns beyond the scope of the department; annual women's wellness exams; evaluation of sports injuries, etc. The client base is composed of students, staff and faculty. In addition, services are provided on an ad-hoc basis for event-specific requirements such as summer camps. The number of patients served on a yearly basis is 11,000 - 13,000. The current system contains records dating back to 2001.

### **Nursing Center for Community Health**

The mission of the Nursing Center for Community Health is to provide services to the University community as well as the underserved and vulnerable populations in the local community. Furthermore, the Center provides clinical education for undergraduate and graduate nursing students, medical students, residents and students from other health professions to work in a community ambulatory care environment. Students are mentored by interdisciplinary faculty. In 2009, over 5,000 patients were served.

### **Speech, Language Pathology and Audiology**

The mission of the Audiology and Speech Center is to provide education and training for undergraduate and graduate students enrolled in the clinical training program and to provide diagnostic and treatment services to persons with language, speech, and/or hearing problems. The services/programs offered are auditory-based for hearing impairment; augmentative communication and assistive technology center; child articulation/phonology; child development language; acquired speech and language disorders; voice clinic; fluency clinic; diagnostic evaluations, diagnostic audiology services; hearing aid services; pediatric audiology; hearing aid orientation; and assistive listening devices. The client base serves clients of all ages from all over NE Ohio and The University of Akron community.

### **Proposed System Overview**

Electronic billing systems must be in place to become a Medicaid and Medicare provider by June 2014. The EMR selected will serve as The University of Akron's medical transaction processing system but also be utilized as a teaching tool. A basic description of the proposed system must be provided in order for the Selection Committee to gain a thorough understanding of the standard capabilities of the system. System strengths and weaknesses should be clearly outlined.

Please provide the following information about the proposed system:

- Description of the proposed EMR and system components.

- Provide a brief overview of how the system meets the requirements as outlined in *Section 2.3.4 Electronic Medical Record System Detailed Requirements (EMR)*.
- Brief descriptions of any proposed components or modules necessary to address the requirements which are not considered part of the standard proposed EMR.
- A schedule of the proposed package's product release history, including the 2010-2011 planned release schedule.
- Additional future plans for software functionality.
- The proposed EMR system must be able to meet the specific needs presented by each business unit.
- Must meet or exceed HIPPA and all related confidentiality requirements.
- Verify user authorization and multiple levels of security.
- Integration within our existing IT infrastructure.
- Ease of administration.
- Must meet or exceed protocols for transmitting patient data.
- Ability to synchronize/update records between different facilities.
- Auditable transactions throughout the system.
- Integrated billing package.

### **Core Requirements (Fair Use<sup>1</sup>)**

1. Use computerized order entry for medication orders.
2. Implement drug-drug, drug-allergy checks.
3. Generate and transmit permissible prescriptions electronically.
4. Record demographics.
5. Maintain an up-to-date problem list of current and active diagnoses.
6. Maintain active medication list.
7. Maintain active medication allergy list.
8. Record and chart changes in vital signs.
9. Record smoking status for patients 13 years old or older.
10. Implement one clinical decision support rule.
11. Report ambulatory quality measures to the States.
12. Provide patients with an electronic copy of their health information upon request.
13. Provide clinical summaries to patients for each office visit.
14. Capability to exchange key clinical information electronically among providers and patient authorized entities.
15. Protect electronic health information (privacy & security).

### **Menu Requirements:**

1. Implement drug-formulary checks.
2. Incorporate clinical lab-test results into certified EMR as structured data.
3. Generate lists of patients by specific conditions to use for quality improvement, reduction of disparities, research, and outreach.

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<sup>1</sup> Centers for Medicare & Medicaid Services [http://www.cms.gov/EMRIncentivePrograms/30\\_Meaningful\\_Use.asp](http://www.cms.gov/EMRIncentivePrograms/30_Meaningful_Use.asp)

4. Send reminders to patients per patient preference for preventive/ follow-up care.
5. Provide patients with timely electronic access to their health information (including lab results, problem list, medication lists, and allergies).
6. Use certified EMR to identify patient-specific education resources and provide to patient if appropriate.
7. Perform medication reconciliation as relevant.
8. Provide summary care record for transitions in care or referrals.
9. Capability to submit electronic data to immunization registries and actual submission.
10. Capability to provide electronic syndromic surveillance data to public health agencies and actual transmission.

A selection committee will examine the technical infrastructure to determine if the product is scalable, secure, and easily supportable given resources of The University of Akron.

To achieve this goal will require an application that is easy to use but sufficiently sophisticated to take advantage of the latest technological innovations for participation by all stakeholders. The solution will be integrated with the enterprise student administration database, have the capability to extract data and return data for update.

In addition to facilitating the selection of a single vendor solution, the selection committee will examine whether it is more efficient for the application to be hosted or run internally. Consideration will be made based on cost and effectiveness of operation.

### **The Purpose of this RFP**

The University of Akron is implementing an enterprise transactional processing Electronic Medical Records system for the first time. As technologies evolve and change, The University of Akron is searching for an enabling technology to support the electronic medical record wants and needs of the faculty, staff and students. Thus we are seeking comprehensive descriptions of the functions and capabilities of leading providers in this EMR arena so that we can make an informed decision on the application that is most appropriate for The University of Akron at this time and for the future.

### **Project Goals and Deliverables**

1. Provide a product that is easy to use and intuitive for practitioners, administrators, faculty, and students.
2. Purchase a stable, integrative product from a company with vision who has a significant presence in the electronic medical records marketplace.
3. Comply with all governmental regulations for privacy and security of personal information.

## 2.2 Project Schedule

The successful Vendor will provide a plan for deployment that maintains the integrity of our data and clinical operations. We are interested in receiving a realistic time estimate and strategy for implementing at all locations plus remote users. We are also requesting suggestions for roll-out that include either simultaneous or staged deployment to the sites.

The schedule below represents the current working timeline. All dates may change at the discretion of the project team.

Event	Date
RFP Release to Vendors	June 27, 2011
Questions Deadline	July 15 ,2011
<b>Deadline for Submission of Proposals (2:00PM EDT)</b>	July 20, 2011
Anticipated start of Pre-Implementation activities	Fall 2011

**Questions and Clarifications:** All questions regarding this RFP or requests for clarification of any item in this RFP must be submitted in writing to the contact person noted previously in Section 1.1. Questions or requests for clarification must be received on or before 10:00 a.m., Eastern Standard Time (EST), July 15, 2011 by e-mail.

**IMPORTANT NOTICE TO POTENTIAL BIDDERS:** Receipt of these bid documents does not indicate that **THE UNIVERSITY OF AKRON** has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based on our evaluation of your bid submission compared to the specific requirements and qualifications contained in these bid documents.

**Features under Development:** The vendor may identify in this section any specific features or functionality that is planned for release in calendar year 2011 but is not yet part of their product or service, and which cannot be demonstrated in the test environment provided to **THE UNIVERSITY OF AKRON**. If vendors include any features in this section, each entry must include:

- a description of the new functionality
- a time frame for when the new functionality will be available
- **any fees or charges that will be involved**, including any implementation services required

**Expenses prior to Contract Execution:** THE UNIVERSITY OF AKRON is not liable for any costs incurred by a Bidder in the preparation and production of a bid or for any work performed prior to Contract execution.

**Advertising Bid Results:** A Bidder in submitting a bid agrees not to use the results of this bidding process as a part of any commercial or other advertising without **THE UNIVERSITY OF AKRON'S** prior written approval.

## **2.3 About the Proposing EMR Vendor**

- A. List the primary contact information for those responsible for responding to this RFP.
- B. What is the address for your corporate headquarters?
- C. Please describe your company history, present, and future including:

### **2.3.1 History**

- D. When was your company founded, and by whom?
- E. When did your company first begin offering EMR products and services?
- F. What awards and industry recognition has your company received?
- G. How long have you been profitable?
- H. What is the company's annual revenue from electronic medical record systems only?
- I. How many staff does the company employ solely to support EMR products? How many staff members are dedicated to research and development? What is the annual expenditure for research and development?
- J. How many unique EMR system customers does the company have? Are any of these customers from higher education?
- K. If your organization should go out of business, what safeguards are provided to ensure the product will continue to be serviceable to all those who have implemented your EMR solution?
- L. In the event of a buyout, what assurances are offered that the proposed solution will continue to be viable? If a buyout does occur, do you offer the option of a refund or any other means of investment recovery for the purchase price?
- M. Please provide your annual expenditures on Research and Development for the past 5 years and the product innovations that have come to market as a result of these innovations.

### **2.3.2 Present**

- N. What is your company's mission and vision within the EMR marketplace?
- O. Please describe your ownership status (private or public company).
- P. List the total number of employees by department/business function.
- Q. List the total number of clients who are presently utilizing the current version of the EMR product you are proposing along with a sample client listing. (This list should include clients of similar size – institutions of 25,000 students)
- R. What differentiates your company and products/services from those offered by your competitors?

### 2.3.3 Future

- S. When is the next product upgrade scheduled and what new features can we expect that is either not presently offered in the existing system or features that will be significantly enhanced?

### 2.4 Project Plan

The Vendor must provide a preliminary Project Plan for the installation, customization, testing, training and implementation to all sites using the software solution. The plan should identify major milestones and the time line for accomplishing these tasks using the suggested deployment methodology. It should also describe, in as much detail as possible, the vendor project management methodology and the level of customer resource commitment (technical staff, SME's, etc.) necessary for successful implementation.

### 2.5 Ongoing Support

The Vendor must provide details of ongoing system maintenance and support, covering all software elements of the system to be provided. Provide details of the following:

- Support/help desk services for both end users and technical users, including core hours, guaranteed response times and escalation procedures
- Associated costs of support outside of these core times
- Any levels of support available (i.e., Level 1, 2, 3 and the associated cost structure)
- Account management processes
- System warranties, coverage and limitations
- The yearly number and average costs of version upgrades

### 2.6 Electronic Medical Record System Detailed Requirements (EMR)

A detailed list of business requirements for the EMR packages is provided. These requirements are listed in the following tables. The Vendor must respond to the capability of their proposed EMR software packages by using these requirements.

The Vendor should respond to each individual requirement in the table by entering an 'X' in one of the columns provided. Select the appropriate response using the following guidelines:

<b>Standard</b>	The requirement is satisfied by the software proposed with no configuration. Where the requirements are satisfied by third-party software, please indicate the third party product proposed.
<b>Configured</b>	The requirement is not satisfied by the software out of the box, but is satisfied by configuration of the software.



<b>Customized</b>	A modification to the software is required to satisfy this requirement. Provide an explanation of the volume of labor and work along with the level of complexity. In addition, indicate whether the requirement will be satisfied by an upcoming release, and if so, give the version number and date of release.
<b>Not Available</b>	The software will not satisfy the requirement.
<b>Comments</b>	Use extra comments pages as necessary

## EMR Features

		Designate X (one answer)				
Feature/Function	Requirement	Standard	Configure	Customize	Not Available	Vendor Description/Comments
<b><u>System</u></b>						
1. Ability to communicate with external offices/agencies	x					
2. HIPPA Security Requirements	x					
3. FERPA	x					
4. PCI Compliance	x					
5. Web-based access	x					
<b><u>License Metrics/Role-based License</u></b>						
6. Provider/Practitioner – licensed to write a prescription	x					
7. User with Licensure	x					
8. Student User – for training/teaching purposes only with limited system access	x					
9. Administrative Users	x					

		Designate X (one answer)				
Feature/Function	Requirement	Standard	Configure	Customize	Not Available	Vendor Description/Comments
<b>User Tracking</b>						
10. Productivity Data/Utilization Data by Practitioner	X					
<b>Reporting</b>						
11. Ad-hoc, query-based reporting	X					
12. Standard reports (number defined)	X					
13. Advanced Reporting Tools: analytics, graphical output, data comparison	X					
14. Reporting output/export formats	X					
15. Forecasting reports	X					

		Designate X (one answer)				
Feature/Function	Requirement	Standard	Configure	Customize	Not Available	Vendor Description/Comments
<b><u>Billing</u></b>						
16. Chart of Accounts – ICD 9 codes, CPT procedure codes	X					
a. Frequency of updates and costs associated	X					
17. Insurance billing options	X					
a. Medicare	X					
b. Medicaid	X					
c. Private Insurance	X					
d. Cash	X					
e. Debit/Credit Card	X					
<b><u>Schedule</u></b>						
18. First available scheduling based on service or provider availability	X					
19. Track patient show/no shows	X					
20. Track walk-ins	X					
21. Track check-in and discharge times	X					
22. Multiple Schedule Views – standard, customizable	X					

		Designate X (one answer)				
Feature/Function	Requirement	Standard	Configure	Customize	Not Available	Vendor Description/Comments
<b>Forms</b>						
23. Templates	x					
a. Defined/Updates	x					
b. Configurable by provider (no additional costs); format of templates	x					
24. Scan, receive, and disseminate forms between healthcare providers and systems (document imaging)	x					
25. Electronic Signature	x					
26. Provider Orders	x					
<b>Patient Records</b>						
27. Delivered Fields – Please list	x					
28. Configure/Customize fields (Tools to use?)	x					

#### 2.6.1 System Implementation Process and Timetable

1. Outline your implementation process including a phase-by-phase process breakdown and average deployment time.
2. Describe the roles and responsibilities (governance) required by both your company and our internal staff members.
3. Please include biographies or short resumes for your key implementation support personnel.
4. Include a sample implementation timeline including high-level tasks, dates, and milestones. Also include what modifications are necessary to accommodate a rapid implementation.

#### **2.6.2 Integration with 3<sup>rd</sup> Party IT Systems and Data Migration**

1. List the systems that your EMR presently integrates with effectively.
2. How does your system support data migrations and integrations (import and export)?
3. Describe your system's support for single sign-on.
4. Describe your system's interoperability with external e-mail systems.

#### **2.6.3 System and End-User System Requirements**

1. Describe the hardware and software required for an installed solution.
2. Describe your hosting facility in terms of security, disaster prevention/recovery, and availability (SaaS).

#### **2.6.4 Technical Support and Training**

1. What is your Service Level Agreement (SLA) policy?
2. What technical support is offered to learners and to our training administrators? Tiered Levels of Support?
3. Define your issue/problem tracking and resolution processes including severity levels and escalation procedures.
4. How does your company proactively solicit feedback from your client base?

## 2.7 Pricing

The Vendor must provide detailed descriptions of all software and software support services to be delivered as part of this contract. Provide an overview of your approach to costing each of the major software components of your EMR. Identify for each major software component, the factor or “driver” used to determine the cost proposed (e.g., number of licenses, clinic size, estimated budget, etc.).

The following pricing sheet is to be used as a guide for your response.

Pricing Sheet			
Vendor Name			
Today's Date			
Date of Price Expiration			
Description	Qty	Unit Price. Monthly or Hourly Rate	Vendor Comments
Electronic Medical Record Software			Provide Module Pricing if applicable
Other Software Modules			If required or recommended
System Configuration Services			
Data Conversion			
User Documentation			
Training			
Implementation			
Software Maintenance			
Software Licenses			Provide individual & bundle pricing
Project Management			
System Customization			
Version Upgrades			
Ongoing Support			
Other Costs (please specify)			
Total Price of Solution Proposed			

NOTE: Please provide a detailed item-by-item pricing for all products and services proposed as both an installed and hosted solution.

Be sure to include a sample contract/agreement.

## 2.8 Licensing

Provide current cost for system licenses as outlined in the table below:

	Learning Resource Center	Student Health Services	Speech Language Pathology	Center for Nursing	Total
<b>Number of Users</b>					
Practitioner – authorized to write prescriptions (Prescribers)	0	7	0	6	13
User with Licensure – cannot prescribe (Non-Prescribers)	0	2	18	0	20
Student Users – training/teaching purposes only (Limited access through sandbox or testing environment ONLY)	1,200	2	80	0	1,282
Support/Scheduling/Billing	1	1	3	6	11
<b>Total Users</b>					<b>1,326</b>

## 2.9 References

Provide 2 (two) references, which shall be University references from Universities of similar size or larger that have deployed the exact same EMR version that you are proposing in this response in the following format:

- Institution name
- Types of Resources provided
- Scope of the assignment
- Scope of the services your firm provided
- Reference Contact Name
- Reference Contact Title
- Contact Information, preferably address, telephone and email
- Whether or not this person may be contacted directly

### Advertising

In submitting its response, the Vendor agrees not to use the University's selection decision as a part of any news release or commercial advertising without prior written approval of the University.

### **Evaluation Approach**

The University will evaluate the responses received and will consider the following factors. These factors are not necessarily listed in order of priority:

- Experience and/or credentials in providing the professional services required.
- Ability to address the range of diverse services needs outlined in this proposal.
- Performance of the Vendor as evaluated by the references supplied. The University may contact the references supplied during the evaluation process to determine the performance of the Vendor.

### **Interview Procedures**

Following the review of all responses submitted by the Vendors, the University, at its option, may contact Vendors to schedule on-site interviews in Akron of approximately one hour in duration. The purpose of these interviews would be for the University's evaluation team to gather more information on certain Vendors and for the Vendors to ask questions of the University with regard to the resources that may be required. Vendors will be responsible for their own costs and expenses associated with the on-site interviews.

## **3.0 BUSINESS CASES**

The project team created two business scenarios that describe processes that the new EMR solution should address. A written response by the Vendor to these scenarios is requested. The Selection Committee will use the responses to the scenarios to judge the ability of the prospective vendor's proposed solution to meet The University of Akron's general operational and reporting requirements. The Vendor should indicate whether the functionality is delivered by the software off the shelf or with modifications to fulfill the requirement. Include sample output of any reports requested in the scenario. If modifications or additional software (e.g., custom interfaces not included in software package) are required to achieve full functionality, additional explanation or screen samples, etc. may be attached to this section. Reference the scenario ID for all explanations.

Business Cases are detailed in the following table:



### 3.1. Case Scenarios

#	Scenario Business Unit	Background	Key Points	Vendor Approach to Scenario
1	Learning Resource Center (LRC) – College of Nursing	Center requires the ability to use and print blank forms such as: <ul style="list-style-type: none"> <li>• Patient History</li> <li>• Vital Signs Flow Sheet</li> <li>• Medical Records</li> <li>• Allergies</li> <li>• Orders</li> <li>• Lab Results</li> <li>• Xrays</li> </ul>	Student simulation and skill development  Faculty support for teaching simulation and skill development  Community outreach for advancing health careers	
2	Health Services	<ul style="list-style-type: none"> <li>• Patient arrives at the window for a scheduled appt. or to make an appt.</li> <li>• Front desk checks the clinic schedule either to verify apt. or to schedule an apt. for a later date/time</li> <li>• Patient is asked for student ID and if this is a first appt.</li> <li>• Patient signs in with current demographic and phone</li> <li>• Patient fills out health history if new pt., if returning pt, health history updated yearly.</li> <li>• Patients name is checked off in schedule book</li> <li>• Patient stops at check-out window to pay any applicable charges</li> <li>• Patient receives a receipt for payment</li> </ul>		

## 4.0 GENERAL PROJECT SPECIFICATIONS

### **4.1. *Project Management***

The successful vendor will name a project manager as a single point of contact for the entire project. This person must be empowered to authorize changes, and will be expected to escalate any problems or issues that cannot be immediately resolved.

The University of Akron will provide a designated project manager for the implementation. This individual will provide a single point of contact for the vendor, and will assist in coordinating work between the institution and the vendor. Any disputes will be resolved by the project executive team and a management representative of the vendor who has the proper authority.

Regular status reports will be given by the vendor's project manager in writing, at a mutually agreed upon time after contract award or verbally whenever requested by The University of Akron project manager. These status reports will recap work completed, provide a summary of next steps and bring attention to any risks or delays in completing implementation.

### **4.2. *Change Control and Problem Resolution***

Specific plans for change control, problem management and problem resolution are required. An issues tracking tool that provides transparency on the status of problem resolution is expected.

### **4.3. *Acceptance Testing***

Full acceptance test plans are required before implementation. These plans should identify the criteria by which the system is judged to have met the requirements of the contract. All problems found during testing should be resolved by the vendor, at no expense to the institution.

### **4.4. *User Training***

All system users must be trained before full roll out to each site. The University of Akron will need to plan well in advance for the time and resources needed for users to complete training.

### **4.5. *System Integration and Interoperability***

The system must be able to upload data or interface with other University of Akron systems such as PeopleSoft for single-sign on integration.

## 5. GENERAL TERMS AND CONDITIONS

All proposal's submitted for the goods and/or services requested herein must include a detailed description of the goods/or services offered, plus the associated warranties, and any other relevant information that would be beneficial in evaluating your proposal.

### 5.1. *Consideration*

The University of Akron reserves the right to consider special or unique features which may be included in your proposal. No consideration will be given to any proposal which is not as broad in every respect as that specified herein. The University of Akron also reserves the right to determine the relative weights to be accorded to the various factors considered in the selection process. Price alone will not be the sole determining factor in the selection process.

Proposals must address all questions contained in this Request for Proposal and vendors should include any additional information that would enhance their proposal and which would help the University in making its selection decision.

### 5.2. *Equal Opportunity and Affirmative Action*

The University of Akron is an Equal Opportunity Employer and, as such, expects vendors to comply with the following request. The supplier, in bidding and/or filling a purchase order, agrees not to discriminate against any employee or applicant for employment with respect to hiring and tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, religion, color, sex, age, handicap, veteran status or national origin. The supplier further agrees that every sub-contract order given for the supplying of this order will contain a provision requiring non-discrimination pursuant to Federal Executive Orders 11246 as amended by 11375 and State Executive Orders dated January 27, 1972, and November 30, 1973, and any breach thereof may be regarded as a material breach of the contract or purchase order.

### 5.3 RECEIPT OF PROPOSALS

To be guaranteed the fullest consideration, all proposals should be in a sealed envelope and submitted on or before 2:00 P.M. local time, on the 20th day of July, 2011. **All vendors should submit at least one (1) original and (1) copy, and an electronic copy of their proposal for our review and identify on the return envelope the RFP Number and the Proposal Due Date & Time.**

### 5.3. *Withdrawal of Proposals*

Proposals may be withdrawn up to the time of the proposal opening upon written request to the Director of Purchasing.

### 5.4. *Additional Information*

The University of Akron reserves the right to contact any vendor for clarification of information submitted, to contact current and past customers of the vendor referenced in the proposal, and to use other sources of obtaining information regarding the vendor, which may be deemed appropriate and would assist in the evaluation of the proposal. In addition, The University of Akron reserves the right to negotiate any point in the proposal or the subsequent contract with the vendor.

If any errors are discovered in the pricing submitted, The University of Akron will revert to the unit price and calculate a revised total based upon the unit price submitted.

Vendors are encouraged to present any information about additional features or, services that they believe makes their products and/or services the best choice for The University of Akron.

### **5.5. *Proposal Content***

The information provided herein is intended to assist vendors to respond properly to this Request for Proposal. The University believes that this RFP provides interested vendors with sufficient information to submit proposals that meet minimum requirements. However, it is not intended to limit a proposal's content or to exclude any relevant or essential data. Vendors are encouraged to include additional information that will substantiate their service capabilities, product quality, and support commitment.

### **5.6. *Right to Accept or Reject***

The University of Akron reserves the right to select one, several, or none of the proposals submitted. The University may award a contract based upon initial proposals received without further discussion of such proposals. Accordingly, each initial proposal should be submitted with the vendor's most favorable price and service capabilities. Further, the University reserves the right to accept or reject all or parts of any proposal received and to waive any informality or technicality in any proposal received. Price alone will not be the sole determining factor in the selection process. All proposals should be valid for a period of at least 180 days from the proposal due date. Any exceptions to this request must be addressed by the vendor in their proposal. The University reserves the sole right to determine what is considered "equivalent" or "equal." The University also reserves the right to request samples for testing and evaluation. Any request will be reasonable in quantity, as deemed by the University, so as not to cause any undue financial hardship or burden to the vendor but any such request will not be billable to the University and any vendor that fails to supply samples upon request may be excluded from further consideration.

### **5.7. *State and Local Taxes***

The University is exempt from Ohio sales tax and most Federal excise taxes. Exemption certification information appears on all purchase orders issued by the University and will be furnished upon request. Such taxes should not be included in quoted prices. However, if the supplier believes any taxes apply, they shall be shown separately. If not shown, they will be considered an expense of the vendor.

## **5.8.      *Cash Discounts***

The University of Akron will endeavor to use any cash terms offered, and these may be considered in determining the final net price depending on the discount period.

In the event that the University of Akron is entitled to a cash discount, the period of computations will commence on the date of delivery or receipt of a correctly completed invoice, whichever is later. If an adjustment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the University is entitled to a cash discount with the period commencing on the date it is determined that a cash discount applies.

## **5.9.      *Selection Criteria (See Exhibit A)***

The University will select one or multiple vendors, which it believes offers the proposal(s) which are in the University's best overall interest. The University also reserves the right to accept none of the proposals received.

The University will award this contract according to criteria shown below and reserves the right to award to a vendor that may not be highest in commissions offered and/or lowest in fees charged.

In determining the successful vendor, the University will consider, but not be limited to, the following selection criteria:

- Overall quality of the goods or service being offered;
- Costs (commissions, fees, expenses, etc. to be charged);
- Reputation of the vendor;
- Ability of the vendor to provide the service requested;
- Information received on reference checks;
- Quality and satisfaction of any previous services performed;
- Overall financial position of the vendor;
- Number and scope of any conditions included in the vendor's proposal;
- Accessibility of the vendor's staff to the University's staff;
- Ability to provide suitable office facilities and staff, and convenience to campus;
- Ability to execute the contract in a timely manner;
- Programs compatibility with existing University equipment, if applicable;
- Buy Ohio-Buy America statutes as discussed in **EXHIBIT A**, if applicable;
- Any other relevant information submitted.

## **5.10.     *Indemnification***

The vendor shall indemnify and hold harmless The University of Akron, its officers, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for

injury, death, damage to person or property, loss damage, and liability (including all costs and reasonable attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the vendor, or (b) by any act, error or omission on the part of the vendor, its agents, employees, or subcontractors.

#### **5.11. *Expenses***

Expenses for developing the proposals and answering the University's questions are entirely the responsibility of the vendor and shall not be chargeable, in any manner, to The University of Akron or to the State of Ohio.

#### **5.12. *Vendor Affidavit (See Exhibit B)***

Each vendor is required to submit with their proposal an affidavit stating that neither they nor their agents, nor any other party for them, has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in securing this purchase and further agrees that no such money or reward will be hereafter paid.

#### **5.13. *Applicable Laws***

Selected vendors will abide by all applicable federal, state, county, and city laws and regulations and will obtain (or demonstrate current possession of) any and all permits and licenses that may be required. Failure to meet (or to keep current) these requirements may result in termination of any agreement entered into.

Any agreement resulting from this RFP will be governed by the laws of the State of Ohio.

#### **5.14. *Proprietary Information***

All proposals will be open for public inspection at the conclusion of the evaluation period. Any vendor wishing to view the documents may do so by contacting the Department of Purchasing in advance. Trade secrets, test data, or other similar proprietary information, will remain confidential TO THE EXTENT PERMITTED BY OHIO LAW provided such material is clearly marked as such. Any portion of the proposal which can be considered a trade secret in the context defined by the Ohio revised code should be so marked. However, any proposal that indicates that the majority or entire contents are secret may be considered non-responsive and rejected.

**5.15.     *Contact Person***

Vendors must identify by name, title, and telephone number, the person(s) in their organization to whom the University can address questions during the evaluation of proposals.

**5.16.     *Guarantees and/or Warranties Provided***

Vendors must provide specific information on any warranties/guarantees provided and state the terms and conditions of the warranties/guarantees that are being offered.

**5.17.     *University Responsibilities***

This document is mailed as a courtesy. The University assumes no responsibility for failure to send it to all interested agencies or companies. Other interested vendors may pick up copies of these specifications by contacting the Director of Purchasing.

Responses to these specifications, plus any additional information presented, will be used by the University to select the successful vendor. The acceptance of any proposal shall be subject to the University and the selected vendor entering into a signed, written agreement, mutually acceptable to both parties.

The University will not be responsible for any oral instructions, nor should a proposal be based upon verbal information from any employee of the University unless authorized by the Director of Purchasing in advance.

**5.18.     *Assignment***

Any agreement entered into because of this solicitation may not be assigned in whole or in part, without the expressed written consent of The University of Akron.

**5.19.     *Independent Contractor Relationship***

The vendor is and shall perform these services as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither the vendor nor anyone employed by it shall be, represent, act, or purport to act or be deemed the agent, representative, employee, or servant of the University.

The vendor selected on this Request for Proposal will be working as an independent contractor and will be required to take out and keep in force all permits, licenses, or insurance that may be required by the University, the City of Akron, the State of Ohio, or the federal government. Failure to comply with any of these items would be grounds for immediate cancellation of the contract.

## **5.20. Original Specifications (See Exhibit C)**

The University of Akron may provide an electronic version of the specifications/RFP as a convenience to interested companies. Electronic copies are made from a master, print copy of an original document (Original) resident in the Department of Purchasing of the University. Availability and distribution of electronic copies is conditioned on bidder's acknowledging the fact that the Original shall be the controlling document in the event of any inconsistencies, irregularities, changes or alterations that may occur as a result of electronic transmission, copying or other form or electronic editing. Any prospective bidder using any electronic copy of this RFP accepts the obligation and duty to compare the electronic copy with the Original and verify accuracy and consistency of the documents. In the event of any inconsistency or variation in any terms, phrases or clauses whatsoever, bidders using electronic copies understand that the Original shall prevail and be the controlling document used to govern and resolve any such inconsistency or variation. Each vendor is required to submit with their proposal an "ORIGINAL SPECIFICATIONS" affidavit.

The University encourages bidders to provide an electronic copy of their bid/proposal; however any such electronic copy must be accompanied by a hard copy of the bid/proposal. University will only accept the hard copy version as the official bid/proposal, the electronic copy being deemed as submitted for informational purposes only.

## **6.0 REFERENCES**

All vendors should keep on file with the University, a list of current and past clients and provide updates at the University's request, with at least the following information.

1. The name, address, and telephone number of individual responsible for the program.
2. The size and age of the account.

Note: All new vendors must provide the reference list with their proposal.

## **7.0 INSURANCE REQUIREMENTS**

The vendor shall procure and maintain, at its expense, during the term of this proposal, at least the following insurance, covering work performed:

<b><u>COVERAGE</u></b>		<b><u>LIMITS</u></b>
A.	Workman's Compensation	- As required by Ohio Law
B.	Employer's Liability	- \$500,000 each occurrence
C.	General Liability	- \$1,000,000 each occurrence \$2,000,000 annual aggregate
D.	Auto Liability	- \$1,000,000 combined single limit Bodily injury and physical damage

The vendor shall name The University of Akron as an additional insured on each policy and respective Certificate of Insurance shall expressly provide that no less than 30 days prior



written notice shall be given to the University in the event of cancellation, non-renewal, expiration or material alteration of the coverage contained in such policy or evidenced by such Certificate of Insurance. Upon request, the vendor agrees to furnish insurance certificates, showing the vendor's compliance with this section.

The vendor, its employees and subcontractors shall comply with the University's safety procedures while on the University's premises, provided such procedures are conspicuously and legibly posted in the working area or have been delivered, in writing, to the vendor prior to the commencement of work on the University's premises.

#### 8.0 OHIO REVISED CODE SECTION 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. 9.24, prior to the award of any contract arising out of this RFP, without notifying the Agency of such finding.

#### 9.0 OHIO SENATE BILL 9

As a result of Ohio Senate Bill 9, The University of Akron is responsible for obtaining the attached DMA form (Exhibit F) from any vendor with an annual aggregate amount greater than \$100,000.

The Declaration Regarding Material Assistance / Non Assistance to a Terrorist Organization (DMA) form was created to provide the state with an additional tool to deter and prosecute acts of terrorism within Ohio. The U.S. State Department's Terrorist Exclusion List is being used to identify terrorist organizations. DMA is a provision of Ohio 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.

Pursuant to the Ohio Revised Code, Sections 2909.32, 2909.33 and 2909.34, the following types of applicants that must complete the vendor DMA form include:

- Business contracts with and funding from any government entity in an annual aggregate amount greater than \$100,000.

Additional DMA forms and reference information, including a list of licenses subject to DMA and the Terrorist Exclusion List, can be found on the Ohio Homeland Security website at [www.homelandsecurity.ohio.gov/dma.asp](http://www.homelandsecurity.ohio.gov/dma.asp). The forms are in PDF format. Please complete the attached application form and return to us with your completed proposal.

#### 10.0 OHIO REVISED CODE SECTION 3517.13(I) AND (J)

Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13."

## **EXHIBIT A**

### **PREFERENCE TO UNITED STATES AND OHIO PRODUCTS:**

State of Ohio AM. H.B. 271 requires that preference be given to products produced or mined in the United States and in Ohio.

#### **A. BUY AMERICA:**

Bids will be evaluated to determine that a bidder's offering is for a "Domestic Source End Product", as defined in the Federal Buy America Act, 41 U.S.C.A. Section 10a-10d. Any bidder's offering that does not meet this requirement shall be rejected, except in those circumstances where a determination has been made that certain articles, materials and supplies are not mined, produced or manufactured in the U.S. in sufficient and reasonably available commercial quantities and of a satisfactory quality.

#### **B. BUY OHIO:**

1. Following the above determination, all remaining bids and proposals shall be evaluated so as to give preference to Ohio bids or bidders who are located in a border state, provided that the border state imposes no greater restrictions than contained in Sections 125.09 and 125.11 of the Ohio revised code.
2. Ohio products are defined as products 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% of the manufactured cost.
3. Bidders having a significant Ohio economic presence in terms of the numbers of employees or capital investment a bidder has in the state, shall qualify for award of contract on the same basis as if their products were produced in Ohio.
4. Where it has been determined that selection of the lowest Ohio bid, if any, will not result in an excessive price or a disproportionately inferior product or service, the contract shall be awarded to the low Ohio bid at the bid price quoted. Where it is advantageous to award the contract to other than an Ohio bid or bid from a border state, then the contract shall be awarded accordingly. ("Excessive Price" shall be construed to mean a price that exceeds by more than five per cent the lowest price submitted on a non-Ohio bid).

#### **C. HOW TO QUALIFY UNDER THESE PROGRAMS:**

To qualify for the domestic Ohio preference (Buy Ohio), or to qualify as having significant Ohio economic presence, pursuant to sections 125.09 and 125.11 of the Ohio revised code and section 123:5-1-26, of the Ohio Administrative Code, bidders must complete the information on the following page and return it with their bid.

**EXHIBIT A (CONTINUED)**

**CERTIFICATION FOR BUY OHIO/SIGNIFICANT OHIO ECONOMIC PRESENCE**

Failure to complete this form will result in the bidder receiving no consideration for Buy Ohio or Buy America preference.

1. Do you have facilities within Ohio? ☐ Yes ☐ No

Type of facilities:

a. Sales Offices

b. Manufacturing

c. Other

(Please specify: \_\_\_\_\_)

2. Do you pay taxes due the State of Ohio? ☐ Yes ☐ No

3. If the bidder is a corporation, are you registered with the Secretary of State?  
☐ Yes ☐ No

4. Are products offered in this bid manufactured in Ohio? ☐ Yes ☐ No

If No, please state place of manufacture:

Item \_\_\_\_\_ Mfg. Location

Item \_\_\_\_\_ Mfg. Location

Item \_\_\_\_\_ Mfg. Location

5. If applicable, are the products offered mined in Ohio? ☐ Yes ☐ No

6. Are your products located in a border state that poses no greater restrictions than those contained in sections 125.09 and 125.11 of the Ohio Revised Code?  
☐ Yes ☐ No

**BUY AMERICA CERTIFICATION**

The bidder hereby certifies that each product offered in this bid response is a domestic source end product pursuant to sections 125.09 and 125.11 of the Ohio Revised Code and section 123:5-1-26 of the Ohio Administrative Code, and the Federal "Buy America Act" and corresponding rules thereto. Exceptions are as follows:

Item \_\_\_\_\_ Mfg. Location

Item \_\_\_\_\_ Mfg. Location

Item \_\_\_\_\_ Mfg. Location

**CERTIFIED:** \_\_\_\_\_  
(Name)

\_\_\_\_\_

**EXHIBIT B**

**CONFLICT OF INTEREST  
AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, authorized person for \_\_\_\_\_, do hereby state and affirm that neither me nor any agents of the above-named company nor any other party acting on company's behalf have paid or agreed to pay directly or indirectly any person, firm, or corporations any money or valuable consideration for assistance in securing this agreement for the following: \_\_\_\_\_. I further agree that no such money or reward will be hereafter paid.

Do any University of Akron employees, or their family members, have a financial interest in the organization submitting the agreement?

☐ Yes ☐ No

If so, please attach a statement giving details.

Does the affiant have any relatives/family members employed by The University of Akron?

☐ Yes ☐ No

If so, please identify the employee and relationship.

Employee Name	Relationship
---------------	--------------

Further Affiant sayeth naught.

Affiant \_\_\_\_\_

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

**EXHIBIT C**

**THE UNIVERSITY OF AKRON  
ORIGINAL SPECIFICATIONS AFFIDAVIT**

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

As an authorized agent and representative of \_\_\_\_\_ (Vendor), I do hereby state, acknowledge and affirm that:

- ◆ Vendor understands and accepts that an electronic copy of the specifications is made from a master, print copy of an original document (Original) resident in the Department of Purchasing of the University.
- ◆ Vendor acknowledges the fact that the Original shall be the controlling document in the event of any inconsistencies, irregularities, changes or alterations that may occur as a result of electronic transmission, copying or other form or electronic editing.
- ◆ Vendor has inspected and compared, or had opportunity to and opted not inspect and compare, the electronic copy with the Original and verify accuracy and consistency of the documents.
- ◆ Vendor agrees and understands that in the event of any inconsistency or variation in any terms, phrases or clauses whatsoever, the Original shall prevail and be the controlling document used to govern and resolve any such inconsistency or variation.
- ◆ The electronic copy of the RFP document has not been modified, altered or changed in any material way. Any deviations, exceptions, alterations or modifications to the specifications are clearly provided and detailed on the Deviations and Exceptions page of Vendor's proposal.

Further Affiant sayeth naught.

\_\_\_\_\_  
Affiant

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Notary Public

**EXHIBIT D**

**THE UNIVERSITY OF AKRON  
VENDOR INFORMATION SHEET**

**COMPANY NAME:** \_\_\_\_\_

**FEDERAL TAX ID NO. or  
SOCIAL SECURITY NO.:** \_\_\_\_\_

**STREET ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP CODE:** \_\_\_\_\_

**PAYMENT TERMS:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_ **FAX NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**STATE OF CORPORATION:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**NAME OF SIGNEE:** \_\_\_\_\_  
(Please Print or Type)

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

All proposals submitted are taken by the University as offers and acceptance shall occur only by issuance of a University purchase order or where appropriate, upon execution of a mutually agreeable signed, written contract.

**EXHIBIT E**



General Terms and Conditions  
Applicable to All University Purchases  
Effective 07/01/01

1. The University Purchase Order, together with any specifications, schedules, exhibits, riders, or other writings that may be attached thereto or provided for hereunder and by reference made a part of, sets forth the complete and final agreement between The University and Seller in respect of the subject matter of the purchase; and no amendments or modifications of or supplements to the provisions of the Purchase Order will be valid and binding upon The University unless in writing and signed by an authorized representative of The University. In the event of any inconsistency between these Terms and Conditions and the provisions on the face of the Purchase Order or on any supplement attached thereto, the provisions contained on the face of the Purchase Order or on such supplement shall control. Seller's acceptance or, at the election of The University, Seller's commencement of performance of the Purchase Order shall constitute acceptance by Seller of all of the terms and conditions of a University Purchase Order.
2. The term "goods," as used in University Purchase Orders, shall mean the materials, supplies, articles, equipment, structures, work or services covered by the Purchase Order.
3. Seller expressly warrants that all goods will conform to the specifications, drawings, samples, and other descriptions furnished or specified by The University and will be merchantable, suitable for the purposes intended, and free from defects in material, workmanship, design and title. In addition to any other remedies The University may have, The University may reject goods not conforming to the foregoing warranties, whether or not The University shall have previously accepted such goods or any prior payment made thereon. If such goods are rejected, The University shall in writing so notify Seller, and The University, at its option and at the expense and risk of Seller, may either return such rejected goods to Seller or hold them for such disposal as Seller shall indicate, without notice to any other person whatever, notwithstanding any assignment by Seller of this Purchase Order or of any sums there under. Any payments made on such rejected goods shall immediately be refunded to The University.
4. The quantity of goods, as indicated on the face of the Purchase Order, must not be exceeded without specific authority in writing being first obtained from The University's Department of Purchasing. Any quantity of goods delivered to The University in an amount in excess of the quantity of goods indicated on the face of the Purchase Order may be returned to Seller at Seller's cost.
5. Unless Seller's failure to make timely delivery of the goods is excused in accordance with the provisions of paragraph six (6) hereof, Seller's failure to make timely delivery, or Seller's breach of any of the other terms and conditions of a University Purchase Order, shall constitute sufficient cause for The University, at its option to terminate the Purchase Order either in whole or in part and to charge Seller for any damages or losses The University may sustain as a result of Seller's default. Any failure by The University to exercise this option with respect to any installment shall not constitute waiver with respect to subsequent installments. In the event, Seller becomes insolvent or makes a transfer for the benefit of creditors in bankruptcy or any other insolvency proceedings are instituted by or against Seller, The University shall have the right to immediately terminate the Purchase Order.
6. Seller, upon giving prompt written notice to The University, shall not be liable for delay or failure to supply the goods orders, nor shall The University be liable for failure to accept the goods, if such delay or failure is due to causes beyond the reasonable control of Seller or The University, as the case may be, including, but not limited to acts of God, force majeure, fire, malicious mischief,

## EXHIBIT E (Continued)



General Terms and Conditions  
Applicable to All University Purchases  
Effective 07/01/01

accident, transportation tie-up, riot, strike, slowdown or labor stoppage of any kind or act of any government, foreign or domestic. Any such delay or failure shall give The University the right, at its option, to cancel all or such portion of the Purchase Order as it may elect.

7. An invoice indicating the proper University Purchase Order Number **MUST BE PROVIDED IMMEDIATELY AFTER SHIPMENT OF GOODS**. Unless written notice to the contrary is given to The University by the Seller prior to shipment, all invoices for goods shipped on the Order shall be rendered by and payable to Seller. When prepaid transportation charges are incurred upon direction of The University, the prepaid receipted transportation bill must support the invoice. Invoice payment dates will be computed from the date of shipment or from the date a valid invoice is received by The University, whichever is later.
8. All applicable provisions of the State of Ohio and federal laws relative to equal employment opportunity are incorporated into University purchases.
9. All rights and remedies of The University specifically set forth in Purchase Orders shall be cumulative and in addition to any other or further rights and remedies provided in law or equity. Failure of The University to insist upon strict performance of any term or condition of a Purchase Order shall not be deemed to be a waiver of The University's rights and remedies. No waiver by The University of any default by Seller of any term or condition of a Purchase Order shall be effective unless in writing and signed by an authorized representative of The University, nor shall any such waiver constitute a waiver of any other default or of the same default on a future occasion.
10. University Purchase Orders shall be governed by the applicable laws of the State of Ohio in all instances, including but not limited to terminations bearing a reasonable relation to this state, to another state or nation.
11. The University of Akron is exempt from State of Ohio Tax and most Federal Taxes. The person whose signature appears on University Purchase Orders hereby certifies that he/she is an officer of The University of Akron and that he/she is authorized to execute tax exemption certificates and that the article or articles purchased by The University is/are for the exclusive use of The University of Akron, Akron, Ohio.

**NOTE:**

The Vendor must support all individual sales made to the University with a separate invoice or record, showing a description of article or articles, price for each item, and total amount involved in each transaction.



## EXHIBIT F

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

### READ BEFORE COMPLETING YOUR DMA FORM

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 \*\*\*\*\*

EXHIBIT F (cont.)



Ohio Department of Public Safety  
Division of Homeland Security  
<http://www.homelandsecurity.ohio.gov>

**GOVERNMENT BUSINESS AND FUNDING CONTRACTS**

In accordance with section 2909.33 of the Ohio Revised Code

**DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE 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 website for a 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 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.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

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

BUSINESS/ORGANIZATION NAME			
BUSINESS ADDRESS			
CITY	STATE	ZIP	COUNTY
PHONE NUMBER			

**DECLARATION**

In accordance with division (A)(2)(b) of section 2909.32 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

HLS 0038 2/06

**EXHIBIT F (cont.)**

**GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED**

3.	Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.	Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.	Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?
	<input type="checkbox"/> Yes <input type="checkbox"/> 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 website.

**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**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date