Shawnee State University
Purchasing Department
940 Second Street • Portsmouth, Ohio 45662-4344 • 740.351.3314

Request for Proposal

RFP #24-08-09 **Date:** August 24, 2009

Shawnee State University is soliciting proposals for the REBID of a Motion Capture System according to the attached specifications.

Proposals must be received by the Purchasing Department no later than 3 p.m. EST on Monday, September 14, 2009. At that time, the proposal will be opened. You must notify the Purchasing Department at least 24 hours prior to the opening if you plan to attend.

Bid results will not be given out after the bid opening until such time as an award is made. Bid results may then be requested by writing to Pat Carson, purchasing director, at the address above.

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

Any questions pertaining to this request for proposal shall be directed to Pat Carson, director of purchasing, in writing, at the above address or to pcarson@shawnee.edu. **To be given consideration, these requests must be received by September 1.** Changes in the specifications will be provided to all known bidders, in writing, via an addendum posted on the Purchasing Department's website (http://www.shawnee.edu/off/prch/RFP.html) by September 8, 2009.

All bidders shall return **one (1) original and three (3) photocopies** of their proposals to the Purchasing Department, Shawnee State University, Attention: Pat Carson, 940 Second Street, Portsmouth, OH 45662. Your proposal must be clearly marked: **RFP #24-08-09 REBID Motion Capture System**.

The University reserves the right to accept or reject any or all bids or any part of any bid received and to waive any formalities or technicalities in any bid received. The University further reserves the right to make an award based upon various selection criteria. Price alone will not be the sole determining factor in the selection process.

NOTE THAT CHANGES IN SPECIFICATIONS FROM THE ORIGINAL BID ARE INDICATED IN RED.

If favored with this order, we agree to furnish the items hereon at the prices quoted and under the conditions indicated.

Return this completed sheet with proposal.

Vendor: _____

By: _____
signature

Name: _____
type or print

Title: _____ Date: _____

Shawnee State University

Request for Proposal

RFP #24-08-09

RE-BID Motion Capture System

August 24, 2009

gainst
he time

Mailing Address:

Shawnee State University
Purchasing Department
940 Second Street
Portsmouth, OH 45662-4344

Delivery Address:

Shawnee State University
Purchasing Department
Administration Building, Room 103

Contact:

Pat L. Carson
Director of Purchasing

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Section 1 — Notice to bidders

Bidders are cautioned to read the information contained in this RFP carefully and to submit a complete response to all requirements and questions <u>in the order listed</u>.

Proposals will be received at:

Mailing Address: Shawnee State University
Purchasing Department
940 Second Street
Portsmouth, Ohio 45662-4344

Delivery Address: Shawnee State University
Purchasing Department
Administration Building, First Floor, Room 103
Portsmouth, Ohio 45662

Proposals are due no later than 3 p.m. EST on Monday, September 14, 2009.

Proposal documents must be delivered to the Shawnee State University Purchasing Department prior to the due date and time. Any proposal received after the time and date specified or improperly marked, prepared, or submitted, may not be eligible for consideration and may be returned unopened.

The University accepts no responsibility for delays in the university mail system, the U. S. Postal Service, or any commercial mail carrier. It is the responsibility of the respondent to insure that its proposal is delivered to the proper place by the proper time.

IMPORTANT: The bidder is cautioned against last minute, exclusive reliance on overnight delivery services. The University's relatively remote location results in frequent problems with on-time delivery.

Bid envelopes shall be sealed and clearly marked:

RFP #24-08-09
REBID Motion Capture System
Shawnee State University

Faxed responses will not be accepted.

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

Pat L. Carson
Director of Purchasing
940 Second Street
Portsmouth, OH 45662
Email: pcarson@shawnee.edu
Fax: 740.351.3567

Apart from the contact required for any on-going business at Shawnee State University, bidders are specifically prohibited from contacting any individual at, or associated with, Shawnee State University regarding this RFP. Bidder communication shall be limited to the contact named above and on the cover page of this document. <u>A bidder's failure to adhere to this prohibition may, at Shawnee State University's sole discretion, disqualify the bidder's proposal</u>.

The University reserves the right to accept or reject any or all proposals or any part of any proposal received and to waive any formalities or technicalities in any proposal received. The University reserves the right to make an award based upon various selection criteria. Price alone will not be the sole determining factor in the selection process. Further, the University reserves the right to negotiate the final details of the Contract with the successful bidder.

The University will not consider any proposal not prepared and submitted in accordance with the provisions herein outlined and may reject any or all proposals. Any proposal may be withdrawn prior to the above scheduled time for the opening of proposals. Any proposal received after the time and date specified will not be opened. No bidder may withdraw a proposal within 30 days after the actual proposal opening time and date.

Schedule of Key Events:

Issue Request for Proposal..... Friday, August 24, 2009
Deadline for submitting written questions ..... 5 p.m., Tuesday, September 1, 2009
Proposal Submittal Deadline.....3 p.m., Monday, September 14, 2009

Ohio Revised Code (O.R.C.) Section 9.24 prohibits the State from awarding a contract to any bidder(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, bidder 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 Request for Proposal, without notifying Shawnee State University of such finding.

As a result of Ohio Senate Bill 9, Shawnee State University is responsible for obtaining the attached Declaration Regarding Material Assistance / Non Assistance to a Terrorist Organization (DMA) form (Exhibit E) from any vendor with an annual aggregate amount greater than $100,000.

The 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, vendors having business contracts with any funding from any government entity in an annual aggregate amount greater than $100,000 must complete the vendor DMA form.

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**. The forms are in PDF format. Please complete the attached DMA form (Exhibit E) and return it to us with your completed proposal.**

Shawnee State University does not discriminate in admission, access, or treatment in programs and activities or employment policies or practices on the basis of race, creed, sex, color, national or ethnic origin, religion, marital status, age, sexual orientation, Vietnam-era or qualified disabled veteran status, or qualified handicap. Inquiries regarding compliance with Title VI, Title IX, and Section 504 may be directed to the Affirmative Action Coordinator, located in the Office of the President, Administration Bldg., Shawnee State University, Portsmouth, OH 45662, telephone 740.354.3205; to the Director, Ohio Civil Rights Commission, 220 Parsons Ave., Columbus, OH 43266; to the Director, Office for Civil Rights, U.S. Department of Education, Region V, 401 S. State St., Chicago, IL 60605; or to the Assistant Secretary for Civil Rights, U.S. Department of Education, Washington, D.C. 20202.

Section 2 — Scope

2.1 System Location and Use: Shawnee State University's Motion Capture System will be housed in the Advanced Technology Center, room 109. The room dimensions are 35-ft. x 24-ft x 12-ft. The control area is an 18-ft x 24-ft alcove. The walls are concrete block construction. The floor is vinyl-tile. The University shall provide all power connections, network, and Internet ports. Data and imagery from the system shall be available to the computers in the 3-D Graphics Lab located in the Advanced Technology Center and the computers in the Gaming and Simulation Arts Lab located in the Vern Riffe Center for the Arts. In addition, the University plans to provide seats for the computer labs of community colleges remote from the University to allow for collaborative efforts in motion capture. The system will be used to provide motion capture in support of digital simulation engineering technology, gaming and simulation arts, vocational training, health sciences, and athletics, as well as other collaborative and research projects in 3-D character animation (video game, film, TV, advertising), training and simulation, live events, sports science, after action review, rehabilitation, biomechanics research, human factors and mechanical subjects such as robots. The system shall be capable of accommodating two (2) actors.

2.2 System General Description: The Motion Capture System shall be designed to be used by a single operator. Systems that do not use marker templates or asymmetry are preferred. The system shall be useable day or night, and indoors or outdoors. 3-D data output shall be with less than 10 ms latency. The system can be active LED systems, passive marker, inertial, or markerless. Connectivity to the base station shall be achieved via an adjustable RF signal. The system shall have low sensitivity to EM-fields.

2.3 System Specifications

1) Capture rate of 120 Hz

2) Indoor and outdoor operation

3) System accuracy must be specified by bidder. Preference will be given to systems with a higher degree of accuracy.

~~4) Sub pixel resolution of 30,000 × 30,000~~

4) Real time data viewing

5) Connectivity through a network or the Internet providing real-time data streaming for remote data viewing. The system vendor shall provide bandwidth requirement for data to be sent to remote on-campus laboratories as well as off-campus laboratories using a fiber optic uplink.

6) Self-identifying markers are preferred.

7) The system shall have the capability for the simultaneous capture and viewing of multiple performers in a capture session.

8) Trac props, finger and facial markers in real-time.

9) The system vendor shall specify the performance of the system with respect to data cleaning time in minutes of cleaning per second of motion capture data.

2.4 System Set Up, Installation and Calibration:

1) The system shall have the capability to be installed at other locations by the customer in 4-hours, when tripods are used, to a maximum of 1 day, when overhead rigging is required.

2) The cameras shall be securable to a wall, tripod, or other rigging such as a frame, overhead rail, or other method able to provide steadfast, rigid mounting.

3) The cameras shall have a 60-degree field of view to provide wide flexibility in system set up configurations,

enabling it to be adaptable to most any space shape (square, rectangular, triangular, and circular, etc).

4) The calibration process shall not exceed 5-minutes and be accomplished by one (1) person.

5) The system shall be easily re-configured by the addition or subtraction of cameras or other capture hardware and re-calibrating.

6) The system shall be capable of being divided into smaller multiple systems for concurrent use by different locations with minimal break-down and set up effort. The system supplier shall include, as an option in the system quotation, any equipment beyond the base system that would be needed to break the system into at least two (2) multiple systems.

2.5 System Hardware and Software

1) The system shall include all hardware and software required for capturing motion data.

2) The system need not include rigging or tripods but shall include all necessary hardware for wall, rig, or tripod mounting.

3) System included software:

   a. 40 seats in twenty (20) seat increments of software for data editing, filtering, and conversion to other formats.

   ~~b. 60 seats in twenty (20) seat increments of software for live data stream access at room locations with Internet access that are remote from the Shawnee State University campus.~~

   c. Unlimited MotionBuilder data plug-ins for use with MotionBuilder and Maya software. The system proposal shall specify the versions of MotionBuilder and Maya that are required for the data plug-ins.

   d. Unlimited MotionBuilder finger and face plug-ins for real-time use with gloves and face data. The system proposal shall specify the versions of MotionBuilder and Maya that are required for the finger and face plug-ins.

2.6 System Training and Operation

1) Training shall be included that provides one (1) week of on-site, hands-on training for a predetermined number of participants as specified by the customer. Travel and on-site per diem and accommodation expenses for the vendor technical services representative for the on-site training shall be included in the quotation as a breakout cost.

2) Training shall include unlimited access to additional remote training as required by the customer.

3) Training shall include unlimited access to the vendor's knowledge base of training videos and other materials for the life of the system.

2.7 System Cost of Ownership and Operation: Beyond site licenses for Maya and MotionBuilder software to be acquired by the customer, no additional cost shall be required to either capture, support, or operate the system.

2.8 System Service and Support

1) Two years of service and support shall be included in the quotation as a breakout. This coverage shall be for system software upgrades and a repair or replace warranty for all hardware. Support shall include unlimited email and phone support as needed during business hours. After-hours and weekend support shall be available, though subject to availability of the vendor's support team.

2) Extended service and support shall be available after the initial service and support period. The cost of this service and support extension shall be quoted as an annual renewal cost and shown as a breakout cost in Exhibit A Price Sheet.

3) The system supplier shall provide, as part of the quotation, a list of consumables and pricing for items that must

be replaced or periodically wear out so that a stock of these items can be at hand to maintain the system.

2.9 References: Each bidder shall provide, as references, three recent (within the past year) purchasers of the system they are proposing. One of the references should be an academic institution, whose scope of effort was similar to that requested by Shawnee State University. References shall include name and title of contact, name of institution, address, phone number, and email address (if available).

2.10 System Demonstration: The University may request a demonstration of the system proposed by any bidder. Any demonstration provided on the Shawnee State campus, in Portsmouth, Ohio, shall be at no expense to the University.

2.11 Delivery: Shawnee State University seeks to have this system operational by October 9, 2009.

Section 3 — Standard terms and conditions of the RFP process

3.1 Inquiries and interpretations: Bidders should carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Only information contained in this RFP or supplemental written information supplied by the University should be considered in preparing proposals. No verbal interpretations, changes, or modifications should be considered in preparing the proposal. All assumptions made by the respondent must be clearly stated in the proposal and qualifiers must be placed in context.

1) The respondent 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. Respondent 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.

2) Responses to inquiries that directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and posted to the Purchasing Department's website at (www.shawnee.edu/off/prch/RFP.html). All such addenda issued by the University prior to the time that proposals are received shall be considered part of the RFP, and the bidder shall be required to consider and acknowledge receipt of such in their proposal.

3) Only those inquiries to which the University replies by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. The bidder must acknowledge all addenda in their bid response.

3.2 Proposal preparation and submission requirements: In order to be considered for selection, vendors must submit a complete response to this Request for Proposal. All aspects of the proposal must be clearly explained; the bidder should not assume an opportunity to add further information will exist after submission. Proposals should follow the chronology of the RFP.

1) All bidders shall provide **one (1) original and three (3) copies** of their proposal. Each copy of the proposal should be bound in a single volume and marked either "original" or "copy." All documentation submitted with the proposal should be bound in that single document. The bidder shall make no other distribution of the proposals.

2) All prices must be clearly set forth. Bidders are cautioned to write all descriptions and prices clearly so there is no doubt as to the intent and scope of the proposal. Erasures and other changes in the proposal must bear the signature or initials of the bidder. In the event of a price discrepancy, unit prices will prevail.

3) Bidders may return **sealed** proposals to the University via first-class mail, certified mail, return-receipt requested mail, express mail, express delivery service, or hand-delivery. **E-mailed and faxed responses will not be considered.** Receipt of a proposal by the University mail system does not constitute receipt by the Purchasing Department. Proposals received after the submission date and time will not be considered. Requests for extension of submission date and time will not be granted unless the University determines, at its sole discretion, that the original due date appears impractical. Notice of any extension will be provided in writing to all known bidders via an addendum and will be posted on the Purchasing Department's website.

4) Proposals should provide information essential for a straightforward and concise description of the respondent's capability to satisfy the requirements of the Request for Proposal. Respondent may include any additional data not provided for elsewhere and considered to be pertinent to this RFP as an addendum to the proposal. Emphasis

should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the University's needs.

5) Respondents may submit any number of proposals, but if more than one proposal is submitted, they should 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 page.

6) PROPOSALS MUST BE SIGNED (see Section 3.4, *Signatures required*).

7) Proposals and any other information submitted by bidders in response to this Request for Proposal shall become the property of the University.

8) The University will not provide compensation to bidders for any expenses incurred by the bidder(s) for proposal preparation or for any demonstrations that may be made, unless otherwise expressly stated. Bidders submit proposals at their own risk and expense.

9) Proposals that are qualified with conditional clauses or alterations or items not called for in the RFP documents, or irregularities of any kind, are subject to disqualification by the University as its option.

10) Failure to comply with the requirements contained in this RFP may result in the rejection of the proposal.

3.3 Proposal Format: Each proposal should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the University's needs.

3.4 Signatures required: The RFP cover sheet and Exhibits A, B, C, D, and E must be signed and completed by the person authorized by the bidder to sign such documents on their behalf. Failure to sign the proposal or submit the required signed forms may disqualify the proposal. Any proposal, which does not include prices, terms, the RFP number, date, and a realistic delivery promise may be considered an incomplete proposal.

3.5 Experience and references: Shawnee State University seeks a contractor that has demonstrated past successes on projects of similar size and scope. Each bidder shall provide at least three (3) references from completed projects of similar size and scope. Reference listing should include:

1) Name and title of contact
2) Name of institution
3) Address
4) Phone
5) Email address (if available)

3.6 Sub-contract information: The bidder shall indicate any portion of the project for which the bidder intends to engage a Subcontractor. All work performed by the Subcontractor shall be under the supervision of the Contractor and shall be the responsibility of the Contractor.

3.7 Product/system descriptions: Provide description of the proposed systems, highlighting features, capabilities, and opportunities for future expansion and performance characteristics. Include *selected* product literature, cut sheets, and other information, which may assist the University's evaluation.

3.8 Warranty and service: Describe the warranty included in the base system cost and any optional extended warranty programs offered. Include response times, loaner or rental equipment costs and availability, parts or equipment costs, labor costs, and other relevant detail about your programs.

3.9 Alternates and variations from requirements: Wherever items or services have been specifically described, such identification is descriptive and not restrictive. If the bidder has an equal, alternative proposal, that alternative must be clearly and completely described. The University will consider alternates that meet or exceed the quality and characteristics specified. The University is not bound to accept any proposals that are not in its best interest. The determination as to acceptability of the alternate offered is the responsibility of the University and will be based on information furnished by the bidder, as well as information reasonably available to the University. Unless the bidder clearly indicates that an alternative is being offered, it will be assumed that the proposal meets the requirements exactly as specified in this document. **CAUTION TO BIDDERS:** It is not the responsibility of the University to secure any information not identified in the bidder's proposal.

Information furnished may include specific references to catalogs, brochures, or other material previously furnished. Otherwise, such information must accompany the proposal.

3.10 Proposal following receipt: The University reserves the right to: a) request clarification from any bidder on any or all aspects of its proposal, b) cancel and/or reissue this RFP at any time, and c) retain all proposals submitted in response to this RFP.

3.11 Qualifications of bidders: The University may make such investigations as it deems necessary to determine the ability of the bidder to perform the work and reserves the right to visit the factory or factories to inspect the products in the process of manufacturing. The bidder shall furnish to the University all such information requested and shall cooperate on any inspection trips.

1) The University reserves the right to reject any bid if the evidence submitted by, or investigation of a bidder, fails to satisfy the University that a bidder is properly qualified to carry out the obligations of the contract. The successful bidder will be responsible for all required county, city, and state permits.

3.12 Selection of proposals: Shawnee State University intends to accept the offer that is most advantageous, in the opinion of the University, based on its assessment of how well each proposal meets the criteria for evaluation. In order to be technically sufficient, a proposal must be fully responsive to all the requirements stated in the RFP. An award for the services specified in this RFP may be made following the evaluation of the responses, with or without further negotiation with bidders. The University, in its sole best judgment, shall decide if an award will result from this RFP. The University reserves the right to reject any and all proposals received as a result of this RFP, to modify proposals, or to negotiate separately with any source whatsoever, in any manner deemed to be in the best interest of the University. Representations made within the proposal **will be binding** on responding firms. The University will not be bound to act by any previous communication or proposal submitted by the firms other than this RFP. The University makes no guarantee that an award will be made as a result of this RFP.

3.13 Bidder's acceptance of evaluation methodology: Submission of a proposal indicates bidder's acceptance of the evaluation technique and bidder's recognition that some subjective judgments must be made by the University.

3.14 Validity Period: Proposals are to be valid for the University's acceptance for a minimum of 90 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays.

3.15 Terms and conditions: The Standard Contract Terms and Conditions (Section 5) shall govern any Contract issued as a result of this Request for Proposal.

3.16 Compliance with federal, state, and local laws: Vendor warrants in submitting a proposal hereon and in the performance of an award as a result of this offer he/she has complied with or will comply with all applicable Federal, state, University, and local laws, ordinances, and all lawful orders, rules, and regulations thereunder. The bidder, by submitting the proposal or performance which results from an award by the buyer, agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, sexual orientation, national origin, sex, age, handicap or Vietnam era veteran status. The vendor further agrees that every sub-contract for any ensuing order will contain a provision requiring non-discrimination in employment as specified above. This covenant is required pursuant to Executive Order 11246, Laws & Regulations of the State of Ohio. Any breach thereof may be regarded as material breach of contract or purchase order and cause for cancellation

3.17 Suspension or debarment: In submitting its proposal or in its performance under an award by the University, the successful bidder certifies that it is not suspended or debarred by the Federal Government or the State of Ohio from participating in Federal or State funded projects.

3.18 Findings for recovery: Ohio Revised Code (O.R.C.) Section 9.24 prohibits Shawnee State University from awarding a contract or agreement to any bidder(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, the bidder warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. 9.24.

3.19 Ohio Senate Bill 9: As a result of Ohio Senate Bill 9, Shawnee State University is responsible for obtaining the attached Declaration Regarding Material Assistance / Non Assistance to a Terrorist Organization (DMA) form (Exhibit E) from any vendor with an annual aggregate amount greater than $100,000.

1) The 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.
2) Pursuant to the Ohio Revised Code, Sections 2909.32, 2909.33, and 2909.34, vendors having business contracts with any funding from any government entity in an annual aggregate amount greater than $100,000 must complete the vendor DMA form.
3) Additional DMA forms (in PDF format) 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. Bidders must complete the attached DMA form (Exhibit E) and return it with their completed proposal.

3.20 Ohio House Bill 684: The bidder, by submitting a proposal, 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.

3.21 Costs incurred by bidder: The bidder, by submitting a proposal, agrees that any cost incurred by the bidder in responding to this RFP, or in support of activities associated with this request, are to be borne by the bidder and may not be billed to the University. The University will incur no obligation or liability whatsoever to anyone by reason of issuance of this RFP, or action by anyone relative thereto.

3.22 Ownership of material: Ownership of all data, material, and documentation originated and prepared for the University pursuant to the Request for Proposal shall belong exclusively to the University.

3.23 No bid requirement: Bidders who are unable to respond are requested to date and sign the signature sheet, indicate "NO BID" and give a brief explanation, and return the price inquiry before due date.

3.24 Contractual obligations: The contents of the proposal submitted by the successful bidder, revised as needed and by mutual agreement, will be considered contractual obligations upon award.

3.25 Materials provided and proprietary information: All materials submitted in response to this RFP will become property of the University upon delivery. All bid documents, including proposals and evaluation documents, are non-proprietary and subject to public disclosure after contract award. All information, except for items reasonably identified by bidder as trade secrets or proprietary information, are subject to public disclosure under Ohio Revised Code Section 149.43. Bidder 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. University shall keep one (1) copy of proposals in accordance with its record retention schedule.

3.26 Conflict of interest statement: By fulfilling the requirements of this RFP, bidder acknowledges that no conflict of interest exists between the bidder and Shawnee State University, or consultant and its employees, or any members of their families in relation to any university policies or guidelines or state laws. Any person who acquires a conflicting personal interest as of the date the work herein is to begin shall immediately disclose such interest to the University in writing. Vendor shall not participate in any action affecting the work under this Agreement, unless the University has determined that such participation would not be contrary to public interest.

3.27 Gratuities and gifts: The University may immediately disqualify any bidder from the selection process if it is found by the University that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the bidder, or any agent or representative of the bidder, to an officer or an employee of Shawnee State University in an effort to secure a contract or favorable treatment with respect to the awarding of a contract. In the event that the bidder is disqualified by the University pursuant to this provision, the University shall be entitled, in addition to any other rights or remedies available at law and equity, to recover any costs incurred, or withhold the cost incurred by the Supplier, in providing such gratuities.

3.28 Section headings: All section headings are for convenience of reference only and are not intended to define or limit the scope of any provisions of this RFP.

Section 4 — Standard contract terms and conditions

4.1 General: These Terms and Conditions shall be made a part of and govern any Contract, if any, resulting from this Request for Proposal.

4.2 Entire agreement: The Request for Proposal and any resultant Contract shall be the complete and exclusive statement of the agreement between the University and the Contractor and supersedes all prior oral or written agreements.

1) The terms and conditions of any purchase order, agreements, amendments, modifications, or other documents submitted by either party which conflict with, or in any way purport to amend or add to any of the terms and conditions of the Contract are specifically objected to by the other party and shall be of no force or effect, nor shall govern in any way the subject matter hereof, unless set forth in writing and signed by both parties.

4.3 Changes in scope: The University may at any time by written notice make changes within the general scope of any Agreement or purchase order which results from the RFP, to drawings and specifications, shipping instructions, quantities, and delivery schedules. Should any such change increase or decrease cost of, or the time required for performance of the purchase order, an adjustment in the price and/or delivery schedule will be negotiated. Price reductions shall be passed on to the University when and as they occur.

4.4 Delivery: Time of delivery of all items included in this Agreement is of the essence. Contractor's failure: a) to meet delivery schedules or to deliver within a reasonable time, as solely interpreted by the University, or, b) to perform or adhere to the contract provisions, shall permit the University, at its sole discretion, to rescind or cancel the Agreement and to purchase in the open market articles or services of comparable grade to replace those rejected or not delivered. On all such purchases, Contractor agrees to replace those rejected or not delivered. Contractor agrees to reimburse the University for any expense incurred in excess of the original contract price.

4.5 Freight terms: All prices quoted are to be F.O.B. Destination, Freight Pre-Paid and Allowed. Unless clearly stated otherwise by the bidder, prices quoted shall include all charges for transportation, packaging, etc., necessary to complete delivery on an F.O.B. Destination basis.

4.6 Payments: Unless otherwise provided in this Agreement, no invoices shall be issued nor payments made prior to delivery. Unless freight and other charges are itemized, discount will be taken on full amount of invoice. All payments are subject to adjustment for shortage or rejection.

4.7 Choice of laws: This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder.

4.8 Time of performance: Contractor agrees to perform all obligations and render services set forth per this Contract in accordance with the schedules herein and as mutually agreed upon between the University and the Contractor during the term of this Contract.

4.9 Acceptance of products and services: All products furnished and all services performed under this Contract shall be to the satisfaction of the University and in accordance with the specifications, terms, and conditions of the Contract. The University reserves the right to inspect the products furnished or the services performed and to determine the quality, acceptability, and fitness of such products or services.

4.10 Force majeure: Notwithstanding any provision herein, each party's time of performance shall be extended to the extent reasonably necessary in the event that an act of God, war, civil commotion, fire, explosion or other force majeure event which occurs without fault or negligence of non-performing party, and prevents timely performance under this agreement; provided, however, that such failure to perform or delay could not have been prevented through the use of reasonable precautions , and such delay or nonperformance cannot be reasonably circumvented by the non-performing party through the use of alternate sources, work around plans or other means. The affected party shall promptly notify the other party of the circumstances causing its delay or failure to perform and of its plans and efforts to implement a work around solution. For as long as such circumstances prevail, the party whose performance is delayed or hindered shall continue to use all commercial and reasonable efforts to recommence performance without delay.

4.11 Default: In the event that the Contractor fails to carry out or comply with any of the terms and conditions of the Contract with the University, the University may notify the Contractor of such failure or default in writing and demand that the failure or default be remedied within ten days. In the event that the Contractor fails to remedy such failure or default within the ten-day period, the University shall have the right to cancel the Contract.

1) Without limiting the foregoing, the following shall constitute a material breach by the Contractor, upon the occurrence of which the Contractor shall immediately notify the University: the Contractor ceases its business operation, makes a general assignment for the benefit of creditors, is adjudged bankrupt, or becomes insolvent

2) The cancellation of the Contract, under any circumstances whatsoever, shall not effect or relieve Contractor from any obligation or liability that may have been incurred or will be incurred pursuant to the Contract. Such cancellation by the University shall not limit any other right or remedy available to the University at law or in equity.

4.12 Contract Termination: Contract may be terminated under the conditions described in the following subparagraphs:

1) This Agreement may be canceled, without any further obligation on the part of the University in the event that sufficient appropriated funding is unavailable to assure full performance of its terms.

2) Failure by the Contractor to meet the terms and conditions of this Agreement will constitute default of the Agreement by the Contractor. In the event that said default continues for a period of ten (10) days after Contractor's receipt of written notice from the University, the University may terminate the Agreement. Termination will in no way limit the University's right to recover damages that arise as a result of the Contractor's breach.

3) The University may cancel the Agreement without cause after expiration of ninety (90) days from the effective date of the contract. The University will give the Contractor sixty (60) days prior written notice of intent.

4) In no event shall such termination by the University, as provided for under this section, give rise to any liability on the part of the University, including but not limited to, any claims of Contractor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing.

4.13 Insolvency of the Contractor: If, during the term of the contract, the Contractor should be adjudged bankrupt, become insolvent, make a general assignment for the benefit of creditors, cease conducting business in the normal course, suffer or permit the appointment of a receiver for its business or assets, or shall otherwise become the subject of proceedings under the Federal Bankruptcy Act or any other statute of any state relative to insolvency or protection of rights of creditors, then the University may issue a written notice of termination of the contract by registered or certified mail to the Supplier and may terminate the contract immediately and without further notice.

4.14 Contract amendments: The Contract may be amended within the Contract period by mutual consent of the parties. No modification or amendment to the Contract shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the Contract must be forwarded to the University's vice president for finance and administration for prior review and approval.

4.15 Independent contractor: Contractor recognizes that Contractor is engaged as an independent contractor and acknowledges that the University will have no responsibility to provide transportation, insurance, or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee, or agent of the University by reason hereof, and that it will not by reason hereof make any claim, demand, or application to or for any right or privilege applicable to an officer, partner, employee, or agent of the University, including but not limited to, unemployment insurance benefits, social security coverage, or retirement benefits. Contractor hereby agrees to make its own arrangements for any such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

4.16 Taxes: Contractor shall be solely responsible for any and all local, state, and/or federal taxes, business licensee fees, and such other costs as are related to this Agreement and/or the services provided herein.

4.17 Sales Tax: Shawnee 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 the SSU Purchasing Department upon request.

4.18 Compliance with Law: During the term of the Contract, Contractor is required to be in full compliance with its obligations under existing applicable law, regulations, codes, and statutes as mandated in and by the State of Ohio.

4.19 Acceptance of Services: All services performed under this Contract shall be to the satisfaction of the University and in accordance with the specifications, terms, and conditions of the Contract. The University reserves the right to review the services performed and to determine the quality, acceptability, and fitness of such services.

4.20 Damage to university property: The Contractor shall protect from damage all existing University and or State of Ohio property insofar as performance of this contract affects said property. Should damage occur, it is the Contractor's responsibility to restore the property to its original condition. The Contractor shall immediately notify the University of loss, damage, or destruction of university property caused by the Contractor, and shall furnish the University with a statement concerning the loss in such detail as the University may require. Should the Contractor fail to restore the damaged property to its original condition, the University (or its Agent) will do so and assign the cost to the Contractor. Claims by the University under this clause shall be made in writing to the Contractor within a reasonable time of the first observance of such damage.

4.21 Damage to Contractor's property: The University will not be held responsible for any equipment or merchandise owned/leased by the Contractor which is lost, stolen, or damaged while on the University's premises.

4.22 Insurance

1) For any Contract which requires the Contractor to provide on-site services, the Contractor shall, prior to commencement of work, provide the University with Certificates of Insurance in the amounts shown below as a minimum requirement and shall maintain such coverage in effect for the full duration of the Contract. The insurer must be rated at least an 'A' by A. M. Best and Company.

Worker's Compensation	Statutory
Employer's Liability	$1,000,000.00
Comprehensive General Liability	$1,000,000.00 each occurrence $3,000,000.00 in the aggregate
Comprehensive Automobile Liability (Any auto, hired auto, non-owned auto) a) Bodily Injury b) Property Damage	 $ 500,000.00 each occurrence $ 500,000.00 each occurrence

If any part of the Contract is sublet, similar insurance shall be provided by or on behalf of the subcontractor to cover the subcontractor's operations. The Contractor shall provide evidence of such insurance. In the event a subcontractor is unable to furnish insurance in the limits required under the Contract, the Contractor shall endorse the subcontractor as an additional insured on the Contractor's policies.

The Contractor and Shawnee State University will include reciprocal "hold harmless" language in the contractual agreement.

2) Contractor shall deliver to the University:

a. Certificates evidencing the existence of all such insurance promptly after the execution and delivery hereof and prior to the continued or additional performance of any services to be performed by the Contractor hereunder from or after the date of any agreement or purchase order; and

Such Certificates shall name the University as an Additional Insured, with the exception of Workers' Compensation and Employer's Liability, and shall provide that the policies will not be cancelled until after 30 days' unconditional, unqualified written notice to the University.

3) The insurance policies required in this RFP shall be kept in force for the periods specified below:

   a. The Contractor shall keep Commercial General Liability Insurance in force until receipt of final payment.

   b. Workers' Compensation Insurance shall be kept in force until the Contractor's obligations have been fully performed and accepted by the University in writing.

4) The Contractor shall provide the University a full and complete copy of any insurance policy promptly upon request by the University, and without charge to the University.

4.23 Indemnification

1) The Contractor agrees to defend, indemnify, and hold harmless Shawnee State University, its officers, agents, employees, and/or subcontractors from any and all liability (statutory or otherwise), claim, suit, demand, damage, judgment, cost, interest, and expense, including but not limited to, reasonable attorneys' fees and charges, which it may incur or pay out, by reason of or resulting from the performance of Contractor; or by any negligent act or omission by Contractor, its officers, agents, employees, and/or subcontractors in connection with any resulting Agreement, other than as may result from the gross negligence or willful misconduct of the University. Furthermore, the indemnification contained herein may not be assigned of subrogated to any third party, whether by operation of law or otherwise.

2) The indemnities herein shall survive the termination of any agreement or purchase order for any reason whatsoever.

4.24 Waiver of terms: The failure of the University to insist upon strict performance of any of the terms or conditions of the contract shall not be construed as a waiver or relinquishment for the future of any such term or condition, and the same shall be and shall remain in full force and effect.

4.25 Other benefits: It is understood and agreed that no benefits, payments, or considerations received by Contractor for the performance of services associated with and pertinent to the resultant Contract shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition, an employee of Shawnee State University.

4.26 Non-disclosure: The Contractor and the University acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with the Contractor or the University, unless (i) required by law, (ii) by order of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources.

4.27 Licenses and permits: Contractor shall secure and pay for all federal, state, and local licenses and permits required in the operation of their business.

4.28 Publicity: The Contractor agrees that it shall not publicize this Contract or disclose, confirm, or deny any details thereof to third parties or use any photographs or video recordings of the University's employees or use the University's name or other identifying marks or property in its advertising without prior express written consent of Shawnee State University.

4.29 Proprietary information provided by the University: Supplier agrees that it will keep confidential features of any equipment, tools, gauges, patterns, drawings, engineering data or other technical or proprietary information furnished by the University, and use such items only in the production of items or performance of the services included under this Agreement and not otherwise, unless the University's written consent is first obtained. Upon completion or termination of the order, Supplier shall return all such items to the University or dispose of them as directed by the University.

4.30 Severability: In case any provision hereof, or of any resulting agreement or purchase order, shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid or unenforceable provision had not been included herein.

4.31 Assignment to others: Except as otherwise required by Ohio law, Contractor may not assign neither the purchase order, nor Agreement, nor any moneys due or which become due, without the prior written consent of the University. Any Assignment made without such written consent shall be void and grounds for termination.

4.32 Freedom of access and use of facilities: The Contractor's employees shall have reasonable and free access to use only those facilities of the University that is necessary to perform services under this Contract.

4.33 Observance of university rules and regulations: The Contractor agrees that at all times its employees will observe and comply with all regulations of the University, including but not limited to: smoking, parking, and security regulations.

4.34 Open records law: It is understood by the parties that Shawnee State University is a state university and is subject to the Ohio Public records Act and that any record kept by the University that is deemed a public record is subject to release if a proper request is made.

4.35 Nondiscrimination: Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or subcontractor, will not discriminate, by reason of race, creed, color, religion, sex, age, disability as defined in R.C. §4112.01, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this agreement.

4.36 Intellectual property: To the extent that the work performed pursuant to this Agreement includes any work of authorship entitled to protection under the copyright laws, the work shall be deemed a work made for hire to the greatest extent permitted by law. SSU shall be the sole author of the work and any work embodying Contractor's work according to the United States copyright law. To the extent that the work is not properly characterized as a work made for hire, Contractor grants to SSU all right, title and interest in the work, including all copyright rights, in perpetuity and throughout the world.

1) Any reports, data or material prepared by [Contractor] pursuant to this Agreement shall become the property of SSU. SSU, and any person, agency or instrumentality providing financial assistance for the work performed pursuant to this Agreement, shall have an unrestricted right to reproduce, distribute, modify, maintain and use the reports, data and material prepared pursuant to this Agreement, and [Contractor] shall not obtain copyright, patent or other proprietary protection for the reports, data or material. [Contractor] relinquishes any and all copyrights, privileges and proprietary rights to the reports, data and material. [Contractor] shall not include in any reports, data or material any third party copyrighted material, unless the copyright owner and any person, agency or instrumentality providing financial assistance to the work covered by this Agreement, gives prior written approval to use such copyrighted matter in the manner provided herein.

4.37 Drug-free work place: Contractor agrees to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that any of its employees or permitted subcontractors engaged in the work being performed hereunder do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

4.38 Financial obligation: All financial obligations of the University under this RFP are subject to the appropriation of sufficient funds of the General Assembly of the State of Ohio. If at any time sufficient funds are not appropriated to continue funding the payments due under the RFP, all of the University's obligations under this contract are terminated as of the date that the funding expires, without further obligation of the University or the State.

4.39 Notices: Any notices required or permitted to be given shall be in writing and effective upon receipt and shall be sent by certified mail, return receipt requested, postage pre-paid, addressed as follows:

- If to the Contractor, to the Contractor's last known mailing address.
- If to the University: Pat Carson, Director of Purchasing
Shawnee State University
940 Second Street
Portsmouth, Ohio 45662

Exhibit A:
Price Sheet

Proposal of: _____
Company Name

To: Shawnee State University

Ref.: RFP #24-08-09 — REBID Motion Capture System

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the contracted equipment and services as required pursuant to the aforementioned documents. The following sums represent the bidder's total pricing structure, based on a commitment to the entire project, per the requirements listed in Section 2 of this RFP.

Total cost to install Motion Capture System (per RFP #24-08-09) $ _____

Total cost for two-year service and support (per Section 2.8.1) $ _____

Total cost for extended service and support (per Section 2.8.2) $ _____

Cost of equipment needed to break Motion Capture System into multiple systems (per Section 2.4.6) $ _____

Estimated travel expenses (per Section 2.6.1) $ _____

Cost of consumables (per Section 2.8.3) A*ttach additional sheets, as necessary*.

_____ $ _____

_____ $ _____

Payment Terms

The following payment term options and discounts are quoted (the University's suggested payment terms are NET 30). Bidder may offer additional payment term options and discounts for the University to consider.

_____

_____

Addenda Checklist

Receipt is hereby acknowledged of the following addenda to this RFP.

(Initial if applicable)

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____

Respectfully submitted, By: _____
Authorized Signature

Date: _____

Exhibit B:
Execution of Offer

This sheet must be completed, signed, and returned with bidder's proposal. Failure to sign and return this sheet may result in the rejection of your proposal.

1. By signature hereon, bidder offers and agrees to furnish the products and/or services at the prices quoted and comply with all terms, conditions, and requirements set forth per the RFP documents and contained herein.

2. By signature hereon, bidder certifies that all statements and information prepared and submitted in response to this solicitation are current, complete, and accurate.

3. By signature hereon, bidder certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any Contract that may result from the submission of this proposal.

4. By signature hereon, bidder signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

Complete the following:

FEI no. _____

Bidder Status Certification – as required by RC 3121.89 *(check one)*

☐ Bidder is an individual, the sole shareholder of a corporation, or the sole member of a limited liability company.

Please provide: Address: _____

Date of Birth: _____

Social Security Number: _____

☐ Bidder is NOT an individual, the sole shareholder of a corporation, or the sole member of a limited liability company.

If a corporation, state of incorporation _____

Charter no. _____

Submitted By:

Company name _____

Authorized signature _____

Printed name/title _____

Date _____

Street address _____

City, state, zip code _____

Telephone number _____ Fax number _____

Exhibit C:
Vendor Affidavit

This sheet must be completed, signed, and returned with bidder's proposal. Failure to sign and return this sheet may result in the rejection of your proposal.

State _____

County _____

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

Do any Shawnee State University employees, or their family members, have financial interest in the organization submitting this proposal?

☐ Yes ☐ No

If yes, please attach a statement giving details.

Further Affiant sayeth naught

_____
Affiant

Sworn to and subscribed in my presence this _____ day of _____ 2009.

_____
Notary Public

Exhibit D:
AAP/EEO Certification Form

PLEASE NOTE: **This form must be completed and signed for bid compliance!**
(Please check and/or complete the appropriate response.)

Minority Business Enterprise

The bidder ☐ (is) ☐ (is not) a minority business enterprise. 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: Blacks, American Indians, Hispanics, or Orientals.

• **A Requirement of a Minority Business** — He/she must be certified as a minority vendor. 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, OH 43215.

E.D.G.E. (Encouraging Diversity, Growth, and Equity) Enterprise

The bidder ☐ (is) ☐ (is not) an E.D.G.E. certified vendor. An EDGE participant must be a small, socially and economically disadvantaged business enterprise owned and controlled by U. S. citizens, who are Ohio residents.

• **A Requirement of an EDGE Business** — He/she must be certified as an EDGE vendor. To become certified, one must apply for certification with the Ohio DAS, Equal Opportunity Division, EDGE Certification Office, 30 E. Broad St., 18th Floor, Columbus, OH 43215-3414.

United States Products

The goods ☐ (are) ☐ (are not) produced or mined in the United States of America, its possessions, or Puerto Rico.

Ohio Products

Note: Economic preference shall be given to Ohio bidders and bidders from "Border" states (Michigan, Kentucky, Pennsylvania, Indiana, and West Virginia), provided those states do not impose economic restraints on products produced or mined in Ohio. An "Ohio bidder" is defined as one who (1) offers Ohio products (defined to mean products which are mined, excavated, produced, manufactured, raised, or grown in the state and where the input of Ohio products, labor, skill, or other services constitutes no less than 25 percent of the sales outlets, manufacturing facilities in Ohio or that facilities demonstrate a significant capital investment in Ohio), (2) pays required taxes to the State of Ohio, and (3) is registered and licensed to do business in the State of Ohio with the office of Secretary of State.

The bidder ☐ (is) ☐ (is not) considered a bidder from a "Border State" or an "Ohio bidder," as described above.

(continued on next page)

Conflict of Interest

☐ The bidder certifies that none of the company's directors or principal officers are employed by or affiliated with Shawnee State University, or;

☐ The bidder certifies that, **except for the persons whose names are listed on the following page (or on file with the University's Purchasing Department)**, no other of the company's directors or principal officers are employed by or affiliated with Shawnee State University.

Name of company director or principal officer affiliated with or employed by Shawnee State University

NAME	TITLE

Failure to complete this document with the requested information concerning any of the representations cited above will disqualify your bid submittal. The University, at its discretion, may disqualify your bid if any such representations are deemed inaccurate or any such employment or affiliation creates a potential conflict of interest.

Signed: _____

Title: _____

Note: The provisions of this form are based on University regulations and the requirements of the Ohio Revised Code, Sections 125.081, 125.09, and 125.11.

Exhibit E:
Declaration of Material Assistance

**********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 Bureau of Motor Vehicles
  Ohio Emergency Management Agency
  Ohio Emergency Medical Services
  Ohio Homeland Security*
  Ohio Investigative Unit
  Ohio Criminal Justice 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 **********

(Continued on next page)

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

RFP No.: 24-08-09
Exhibit E:

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 dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

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

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

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

DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

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

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

CERTIFICATION

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

X _____ _____

APPLICANT SIGNATURE DATE