



REQUEST FOR PROPOSAL 2020-2-3248-SLI

THE UNIVERSITY OF AKRON IS SEEKING PROPOSALS
for

Digital Marketing Services

AS PER THE SPECIFICATIONS LISTED HEREIN

PROPOSAL DUE DATE: March 13, 2020

PROPOSAL DUE TIME: 2:00 PM LOCAL TIME

ISSUED BY: THE UNIVERSITY OF AKRON

DEPARTMENT OF PURCHASING

Contact: Shandra Irish

NOTE: All questions and correspondences **MUST** go through the purchasing bidding tool Public Purchase. Bidders are not to contact the University department directly, in person, by telephone or by email concerning this RFP.

Revision date 09/17/2019

Please go to publicpurchase.com to make sure you have the latest information and any addendums released

1.0 GENERAL INFORMATION

To be guaranteed the fullest consideration, all proposals should be submitted on or before 2:00 P.M. Local time, on 3/13/2020 via Public Purchase, an electronic bidding tool or a method approved by The University of Akron. **All proposals are to be submitted through the Public Purchase bidding tool and must be in either** Microsoft Word or Adobe PDF format. Responses that do not conform to these specifications may not be considered.

The University of Akron reserves the right to request references based on the vendors response to the Request for Proposal (RFP).

All questions are to be submitted through Public Purchase, the electronic bidding tool, which will allow all bidders to see submitted questions and the answers.

To register to use Public Purchase navigate to the following:

Vendor Registration, view [here](#)

View Bid Board view [here](#)

Additional vendor support is provided via live Chat in the upper left corner, support@publicpurchase.com or call 801-932-7000.

1.1 SITE HISTORY AND DESCRIPTION

Established in 1870, The University of Akron offers more than 300 academic degree programs ranging from associate through doctoral degrees in the liberal arts, sciences, healthcare, engineering, business, education and more. Its beautiful metropolitan campus, located in the heart of Ohio's fifth-largest city, is surrounded by more than 21,000 businesses, providing countless experiential learning opportunities to its more than 19,000 students hailing from around the world. With championship-winning NCAA Division I sports teams, more than 300 student organizations, and a top-ranked Student Recreation and Wellness Center, UA provides the full campus experience.

Additional information regarding The University of Akron is available [here](#).

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2.0 PROPOSALS

2.1 Scope

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The University of Akron is soliciting proposals to enter into a one-year contract (renewable for up to two additional one-year periods) with a qualified digital marketing agency to assist in the development and implementation of a strategic digital marketing plan to engage with prospective students throughout the higher education recruitment/decision cycle and ultimately drive higher student enrollment. Prospective students include traditional first-year freshmen, adults returning to school or attending for the first time, veterans and transfer students.

The selected agency(ies) will work with the University Communications & Marketing Department and its institutional partners to achieve the University's marketing goals for growth and enhance the brand. The agency must have a successful record of assisting organizations in achieving their goals through innovative means, with a preference to those having experience and quantifiable success in the higher education field.

The selected respondent will enter into a Service Agreement with the University. The University retains the option to evaluate and modify services being provided.

2.1.1 Objectives

The selected agency's goal will be to create and implement a digital marketing strategy that drives prospective students through the enrollment funnel and takes into account the stage of life, academic interests, and language/messaging appropriate for each audience segment. The strategy must also align with University messaging and branding.

The agency will also identify gaps in content provided on the University's website related to the prospective student journey, as well as best practices for search engine optimization.

2.1.2 Requirements

The digital marketing agency will support the internal University Communications and Marketing Department by strategizing, developing and implementing a digital marketing plan, which may include, but not be limited to, SEO, paid search, paid social, and content, display and email marketing.

Critical to the success of the digital agency is to demonstrate the ability to gain insights that yield desired results.

The agency will provide metrics and analysis and optimize plans on an ongoing basis with the University retaining ownership of data.

The agency will provide detailed weekly status reports on all projects for the University.

Revision date 09/17/2019

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Itemized invoices for each project are expected in a timely manner and must include hours devoted to project, broken down by service performed and/or product delivered, and any other related project costs.

Proposals shall indicate the background and qualifications of all personnel who will work with the University and identify who will serve as the main University liaison, as well as a history/background of the agency, including a list of agency clients and their related projects.

The University's consideration of the proposals will include, but not be limited to: the vendor(s)' ability to provide services and products outlined in this request with in-house, full-time staff, measurable success with current and previous clients, experience in higher education, staff size and qualifications, and cost effectiveness, placing a 25 percent weight on cost.

The University reserves the right to request respondents to present on their proposals.

2.1.3 DELIVERABLES

Deliverables for this project will be identified in the team's mutually agreed upon roadmap and jointly completed by the vendor(s) and the University team.

2.1.4 PRICING

In an effort to evaluate all proposals fairly, we require that all proposals include all cost/fees associated with the proposal, including the hourly rate charged (include a rate card if hourly rate differs by solution offered). For paid advertising, please provide details on whether the firm charges a flat rate or a percentage of the media spend and what those rates/percentages are.

2.2 Selection Criteria

The University of Akron reserves the right to select one, several, or none of the proposals submitted as identified in Section 3.7 of our General Terms and Conditions.

The scale definition below (0-5) will be used to rate each proposal as identified on the Key Elements. The scale for the selection criteria shall be determined based on components identified in Section 3.10 of our General Terms and Conditions.

- | | |
|---------------------------------|---|
| <u>(0) Does Not Meet</u> | Proposal does not comply substantially with requirements. |
| <u>(1) Weak</u> | Response was poor related to meeting the requirements of the element. |
| <u>(2) Moderate</u> | Proposal meets most requirements of the element and weaknesses or deviations from these requirements are minor. |
| <u>(3) Meets</u> | Proposal generally meets the requirements (or expectations) of the element. |

Revision date 09/17/2019

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(4) Strong Proposal exceeds the requirements (or expectations) of the element and contains at least one additional feature that is beyond the requirements of the element and that provides a benefit to the University.

(5) Greatly Exceeds Proposal significantly exceeds the requirements (or expectations) of the element in ways that provide significant tangible benefits to the University.

KEY ELEMENTS TABLE

The Provider with the highest point total from all phases of the evaluation will be recommended for the next phase of the evaluation.

****MANDATORY ELEMENT(S)** The selected vendor will have and demonstrate past experience developing, supporting, and executing a well-defined campaign in a comparable organization or institution of higher education.

CRITERION	WEIGHT SCORE (WS) (0-5)	POINT VALUE (PV)	VALUE (WS x PV)
Cost efficiency/reporting: The proposal clearly illustrates the firm's ability to provide itemized invoices at a mutually agreed upon price in a timely manner, including management fees and creative services; the ability to provide weekly status updates on all University-related projects including all agency hours devoted to those projects.		10%	
Firm experience: The proposal clearly illustrates vendor's past experience in higher education and includes demonstrations of measurable success in achieving client goals.		20%	
In-house capabilities, resources, and technology to develop, manage, and deliver all aspects of digital marketing strategy.		20%	
Personnel experience: Vendor's proposal shall show demonstrations of personnel experience with specific attention to personnel expertise as they relate to higher education		15%	

Revision date 09/17/2019

CRITERION	WEIGHT SCORE (WS) (0-5)	POINT VALUE (PV)	VALUE (WS x PV)
digital marketing.			
Firm's proposal demonstrates a clear willingness and ability to meet and execute work on the University's campus or other off-site locations as necessary.		10%	
Cost		25%	
TOTAL		100	
Provider's Total Score			

Prices submitted are F.O.B. Destination, Freight prepaid and allowed (Vendor pays all freight)

PLEASE SPECIFY IF THERE ARE ANY ADDITIONAL DISCOUNTS

DISCOUNT PAYMENT TERM OFFERED OTHER THAN NET 30

WILL VENDOR ACCEPT PAYMENT BY CREDIT CARD AT THE PRICES QUOTED ABOVE? Yes No

2.4 Extended Offer to Other Groups or Institutions

The University is also part or a member of several group purchasing organizations and groups. Several groups include Northeast Ohio Council on Higher Education (NEO) view website [here](#), Inter-University Council of Ohio Purchasing Group (IUC) view website [here](#), all located within Ohio. Please indicate if you wish to extend your proposal to these groups. Links to the websites of each group are provided for you to better understand the structure of the group, size, and mission. Questions concerning these groups may be directed to the Department of Purchasing at The University of Akron.

Do you wish to extend your proposal to any of these groups? Yes No

If yes, please identify one or more: NEO IUC Other Non-profit Entity

2.5 Web Content Accessibility Guidelines

Revision date 09/17/2019

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The University of Akron is committed to meeting level A and level AA criteria of the Web Content Accessibility Guidelines (WCAG) 2.0 or higher. Vendors providing web accessible systems must share their Voluntary Product Accessibility Template (VPAT) with the University.

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General Terms and Conditions

3.0 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.

3.1 CONSIDERATION

The University of Akron reserves the right to consider special or unique features which may be included in your proposal. 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.

3.2 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.

3.3 RECEIPT OF PROPOSALS

All proposals, to be considered, must be submitted in a method as approved by The University of Akron, on or before the due date and time. Any submission (if submission method is allowed by the Buyer) must identify the RFP Number and the Proposal Due Date & Time to ensure confidentiality prior to the submission opening.

3.4 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn up to the time of the proposal opening upon written request to the Director of Purchasing or retraction of a submission is allowed through the Public Purchase bid tool.



3.5 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.

3.6 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.

3.7 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.

3.8 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.



3.9 CASH DISCOUNTS/PAYMENT METHOD

The University's terms are net 30 days from receipt of a valid invoice. 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.

The University of Akron has expanded, and continues to expand its procurement card program (currently through VISA). Whether the proposal includes an option for payment by credit card may be relevant in the University's selection and award process. Proposals submitted shall identify if payment via our credit card system is acceptable to your firm at the price(s) quoted. Adders or surcharges that apply for payments via credit card must be identified.

3.10 SELECTION CRITERIA

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 may 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);
- Acceptance of credit card payment;
- Whether the University may receive a rebate from third parties as a result of making payment by credit card; The University's payment terms are net 30 days upon receipt of a valid invoice. Different terms may be considered if the University deems them to be in its best interest.
- 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.

3.11 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.

3.12 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.

3.13 VENDOR AFFIRMATION

Each vendor is required to affirm 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. Affirmation may be satisfied by accepting these terms and conditions as part of your response.

3.14 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.

3.15 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. **If the entire proposal is marked confidential or a trade secret, by submitting your proposal to the Department of Purchasing you are waiving any claims of confidentiality.**



3.16 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.

3.17 UNIVERSITY RESPONSIBILITIES

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 and/or the issuance of a University purchase order (including its' [General Terms and Conditions](#)).

The University will not be responsible for any oral instructions, nor should a proposal be based upon verbal information from any employee.

3.18 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.

3.19 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.

3.20 ORIGINAL SPECIFICATIONS

The University of Akron provides the specifications/RFP in electronic format as a convenience to interested companies. The master version (Original) of the document is resident in the Department of Purchasing of the University. Bidder's acknowledge 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. 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/bidder is required to acknowledge this condition by accepting the General Terms and Conditions when submitting their proposal.



4.0 REFERENCES

All vendors may be asked to provide the University with a list of current and past clients to verify their ability to supply the University with the requested goods or services specified in the procurement inquiry.

5.0 REQUIRED DOCUMENTATION

Vendors must complete and return all exhibits with signature and notarization where requested.

6.0 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:

	<u>COVERAGE</u>		<u>LIMITS</u>
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.

7.0 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.



8.0 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.”

9.0 EXTENSION TO OTHER GROUPS AND CONSORTIUMS

The University is also part or a member of several group purchasing organizations and groups still being defined. Several groups to be immediately identified include [NEO](#), [IUC](#), and [CUE](#) all located within Ohio and consisting of non-profit organizations. On the Form of Proposal please indicate if you wish to extend your proposal to these groups. Links to the web pages of each group are provided above so you may better understand the structure of the group, size, and mission. Questions concerning these groups may be directed to the Department of Purchasing at The University of Akron.

<https://www.noche.org/study-commission>

<http://www.iuc-ohio.org/>

<http://www.uakron.edu/purchasing/facultystaff/cue.dot>

Do you wish to extend your proposal to any of these groups?

Yes _____ No _____

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Buy Ohio – Buy America

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.

REQUIRED CERTIFICATION FOR BIDDING


Those bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

A. DOMESTIC PREFERENCE (BUY AMERICA): [Not applicable to "Excepted Products"]

- Where is each product/services being offered mined, raised, grown, produced or manufactured?
 United States: _____(State) Canada Mexico (Go to B-1)
 Other: (Specify Country)_____ (Go to A-2)
- End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.
 Yes (Go to Section B-1) No (Go to Section A-3)
- The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy America Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.
_____(Item) _____(Country of Origin)
_____(Item) _____(Country of Origin)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).

B. OHIO PREFERENCE (BUY OHIO):

- The products/services being offered are raised, grown, produced, mined or manufactured in Ohio. 
 Yes (Go to C) No (Go to B-2)
- Bidder has significant economic presence within the state of Ohio. Yes (Answer a, b, c, d below) No (Go to B-3)
 - Bidder has paid the required taxes due the state of Ohio Yes No
 - Bidder is registered with the Ohio Secretary of State
 Yes (Charter/Registration No.: _____) No
Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:
<http://www.sos.state.oh.us/>
 - Bidder has ten or more employees based in Ohio or border state. Yes No (Go to B-2d)
 - Bidder has seventy-five percent or more employees based in Ohio or border state. Yes No (Go to B-3)
- Border state bidder:
 Yes (Specify which state then go to B-2c): KY MI NY PA IN No (Go to B-4)
- Border state bidder: mined products mined in respective border state Yes No Not Applicable

C. E.D.G.E. DESIGNATION

Bidder is certified E.D.G.E. business Yes No

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at:
<http://das.ohio.gov/Eod/Edge/Index.htm>

**EXHIBIT B
VENDOR DISCLOSURE**

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 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.

Are you currently or have you been an employee of The University of Akron?

Yes No

If so, please attach a statement giving details.

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

Yes No

If so, please identify the employee and relationship.

Employee Name

Relationship

Independent Contractor's Signature

Date

VENDOR INFORMATION SHEET

(please complete any required information not previously provided on the Vendor Registration Form & W9)

COMPANY NAME		
FEDERAL TAX ID# or SS #		
STREET ADDRESS		
CITY, STATE, ZIP		
PHONE#	FAX#	
COMPANY EMAIL		
PAYMENT TERMS		
CREDIT CARD PAYMENTS ACCEPTED?	YES	NO
If yes, any fees associated with this payment option?	YES	NO
If yes, please provide details		
NAME OF PERSON SUBMITTING PROPOSAL		
TITLE OF PERSON SUBMITTING PROPOSAL		
SIGNATURE OF PERSON SUBMITTING PROPOSAL		
EMAIL OF PERSON SUBMITTING PROPOSAL		
PHONE # OF PERSON SUBMITTING PROPOSAL		
DATE		

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