



KENT STATE
UNIVERSITY
Procurement Department

REQUEST FOR PROPOSAL #1938

RFP #1938: Purchase of a Cage and Tunnel Washer for Cunningham Hall Vivarium as Specified
DATE OF ISSUE: Wednesday, January 24, 2024
PROPOSALS DUE: Friday, February 9, 2024, no later than 4:30 PM Eastern

Proposals must be received electronically through DynamicForms. No other submission method will be accepted, unless otherwise disclosed in the RFP Instructions and Specifications. The confirmation of receipt of your response must be noted as "Signed" no later than the "Proposals Due" date and time specified above. The Forms History of your DynamicForms account will also note the date and time of your proposal submission. Proposals submitted after the "Proposals Due" date and time specified above will be rejected.

Proposals are to be submitted in accordance with the enclosed Proposal Instructions and Specifications. There will not be a formal proposal opening.

The Procurement Department shall at all times reserve the right to reject any or all proposals, award partial proposals, waive any proposal informalities or irregularities, and request new proposals if doing so is deemed to be in the best interests of Kent State University.

Questions pertaining to any specifications contained herein should be directed to:



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1.0 PROJECT TIMELINE

All respondents are expected to adhere to the following timeline in completion of the Request for Proposal process:

- **Wednesday, January 24, 2024:** RFP issued
- **Friday, February 9, 2024, 4:30 PM Eastern:** Proposals due via DynamicForms submission; distribution of proposals received and evaluations to begin the following Monday
- **Week of February 12, 2024:** Evaluations of proposals received, anticipated announcement of purchase award, and issue of University purchase order to selected vendor

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2.0 OVERVIEW OF KENT STATE UNIVERSITY

Overview of Kent State University: Kent State University is one of 76 public higher-research universities, as categorized by the Carnegie Foundation for the Advancement of Teaching, and is ranked in the top-tier list of Best National Universities by *U.S. News & World Report*. In a class by itself, Kent State is the only public university in Northeast Ohio ranked in the top tier. With eight campuses spanning Northeast Ohio, a College of Podiatric Medicine, a Twinsburg Academic Center, and academic sites in major world capitals such as New York City, Geneva and Florence, Kent State is one of Ohio's leading public universities and a major educational, economic and cultural resource far beyond the Northeast Ohio region it has served since 1910.

The University's Kent Campus has a student body of nearly 27,000 and a thriving residential population of more than 6,600. Its seven regional campuses draw full- and part-time students, now totaling more than 12,000, from across Northeast Ohio: Kent State at Ashtabula; Kent State at East Liverpool; Kent State at Geauga in Burton and the Regional Academic Center in Twinsburg; Kent State at Salem; Kent State at Stark in Canton; Kent State at Trumbull in Warren; and Kent State at Tuscarawas in New Philadelphia.

Kent State's College of Podiatric Medicine is located in Independence, near downtown Cleveland. The Cleveland Urban Design Collaborative is the combined home of the urban design graduate program and the public service activities of the College of Architecture and Environmental Design; the center offers architectural and urban design expertise to urban communities, design professionals, and nonprofit and academic partners in Cleveland and Northeast Ohio. In addition, Kent State's School of Library and Information Science offers the Master of Library and Information Science degree program to residents of central and southern Ohio at its site in the State Library of Ohio in Columbus. Outside of Ohio, located in the heart of the New York City's Garment District, the Kent State Fashion School's NYC Studio offers a unique academic experience to further students' studies in fashion design, fashion merchandising and fashion journalism.

The University offers more than 200 global education opportunities at its campuses in Florence, Italy, and Geneva, Switzerland; centers in China and India; as well as partnerships with 60 institutes and universities across the globe from Columbia to Vietnam and Germany to Kenya. The Kent Campus is a global education destination in its own right, serving as home to 3,000 students hailing from 111 countries.

In 1920 the first Kent State University athletics team played. The sport was football. The "field band" was there and played in the stands. Women's sports always had a place at Kent State and were recognized as NCAA program in 1984. The Kent State currently supports 19 Division I intercollegiate teams competing within the Mid-American Conference (MAC). Kent State provides a robust club sport and intramurals and recreation and wellness program for its entire campus community.

Kent State is proud of its outstanding faculty and staff, students, collaborative culture, exceptional academic and research orientation, and strong commitment to engagement, academic excellence and diversity. The University offers more than 282 associate and baccalaureate degree programs. Kent State serves the state, the nation and the world through 165 graduate programs. Academic programs are organized into 10 colleges and one independent school: Aeronautics and Engineering; Architecture and Environmental Design; Arts and Sciences; the Arts; Business Administration; Communication and Information; Education, Health and Human Services; Nursing; Podiatric Medicine; and Public Health, as well as the School of Digital Sciences.

For more information about Kent State, visit www.kent.edu.

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3.0 REQUEST FOR PROPOSAL INSTRUCTIONS

- 3.1 **Proposal Instruction and Information:** In order to receive consideration, companies responding to this RFP are required to submit their proposal electronically through DynamicForms. No other submission method will be accepted, unless otherwise disclosed in the RFP Instructions and Specifications. The confirmation of receipt of your response must be noted as "Signed" no later than the "Proposals Due" date and time specified above. The Forms History of your DynamicForms account will also note the date and time of your proposal submission. Proposals submitted after the "Proposals Due" date and time specified above will be rejected.

Forms 1 through 9 must be completed, dated, and signed by a responsible company official, in addition to the information requested of your company.

It is the responsibility of the respondent to ensure that all required documentation, as enumerated above, is submitted on time. Any submissions received after the stated date and time, or those that do not contain the required information as enumerated above, will be considered incomplete and unresponsive, and will be disqualified.

Instructions, manufacturer's model or catalog numbers, etc., where shown herein, are for descriptive purposes to guide the proposer in interpretation of the quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of material or service which may be judged as an acceptable alternate. If the description of your offer differs in any way, you must give a complete detailed description of your quotation including pictures and literature where applicable. Unless specific exception is made, assumption will be that you are submitting a proposal exactly as the specifications of this document require. All prices MUST BE FIRM. Proposers will be expected to deliver on order(s) at the price quoted.

This RFP is part of a competitive procurement process which helps to serve the University's best interests. It also provides Vendors with a formal and unrestrictive opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the process of competitive sealed bidding. The latter process is usually used where the goods and services being procured can be precisely described and price is generally the determinative factor. With a RFP and competitive negotiation, however, price is not required to be the determinative factor, although it may be, and the University has the flexibility to negotiate with one or more Vendors to arrive at a mutually agreeable relationship. Check your proposal carefully for it may not be corrected after the proposal has been opened.

- 3.2 **New Product Lines:** Upon written request by the successful proposer, new related product lines not available at the time of proposal bidding, may be added during the course of any agreement resulting from this RFP at like discounts for the represented manufacturers.
- 3.3 **Specifications:** Specifications have been based on products familiar to the University and as provided to the Office of the University Architect by Ayers/Saint/Gross, Architects and Planners. Acceptable alternates will also be considered.
- 3.4 **Exceptions to Specifications:** The proposer shall clearly state in the quote any exceptions to, or deviations from, these specifications, terms or conditions; otherwise, the proposer will be responsible for compliance with all requirements listed herein. Proposers shall provide a separate, itemized list of any and all exceptions. Such list must be cross referenced to the corresponding numbered item in this bid.
- 3.5 **Additional Information:** In the event that information submitted by the proposer is unclear to the University, the University may request additional explanation from the proposer for the purpose of evaluation and decisions. The proposer shall answer requests for additional information or clarification

in writing, and these responses will become part of the company's overall submission. Proposers failing to provide adequate information on any issue in a timely manner to allow a comprehensive evaluation by the University shall be considered unresponsive, and their proposal subject to rejection.

- 3.6 **Verbal Information:** Respondents shall NOT base the proposal on verbal information from any employee of the University from the date and time the RFP is received by the proposer, unless otherwise noted elsewhere in the RFP. Any such incident will invalidate the proposal, and bar that particular vendor from receiving a purchase or contract award. In case errors or omissions are found in the proposal document, companies submitting proposals shall at once inform the signee in the Procurement Department who will publish the correction to all companies.
- 3.7 **Evaluation and Contract Award:** Selection and award of contract will be made to the vendor(s) whose proposal, in the sole opinion of Kent State University, represents the best overall value to the University. Factors which determine the award are more fully detailed in the specifications, and will include, but will not be limited to, the following: The proposer's responsiveness to all specifications in the RFP, quality of the proposer's products and/or services, ability to fulfill the contract, and general responsibility as evidence of past performance. Payment terms and cash discounts will be considered as determining factors in the contract award.

Should the total potential spend of the contract resulting from this RFP, inclusive of all possible renewals, exceed or appear to exceed \$1.0 million, the final selection will be pending Board of Trustees approval at its next scheduled meeting; and appropriate contract review, approval and execution pursuant to University Policy.

Notwithstanding the above, this RFP does not commit the University to enter into any contracts as described in this document. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposals it receives.

- 3.8 **Proposer Presentations:** Proposers submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the University may be required to give an oral presentation to the University selection team. Scheduling of these oral presentations will be done by the Procurement Department.
- 3.9 **Samples:** Requested samples necessary for evaluation must be provided without cost or obligation to Kent State University, and shall become the property of the University. Upon request by the supplier, unless destruction, alteration or retention of the sample is required for evaluation purposes, samples may be returned to supplier at supplier's expense.
- 3.10 **Rights Reserved:** The University reserves, and in its sole discretion may, but shall not be required to, exercise the following rights and options with respect to the proposal submission, evaluation and selection process under this RFP:
- To reject any proposal if, in the University's sole discretion, the proposal is incomplete or is not responsive to the requirements of this RFP, the Respondent does not meet the Qualifications set forth in the RFP, or it is otherwise in the University's best interest to do so;
 - To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more respondents for negotiation or to cancel this RFP with or without issuing another RFP;
 - To accept or reject specific items or elements in any proposal and award a contract based only on such items or elements if it is deemed in the University's best interest to do so;
 - To reject the proposal of any respondent that, in the University's sole judgment, has been delinquent or unfaithful in the performance of any contract with the University, or is financially or technically incapable or is otherwise not a responsible respondent;
 - To waive any informality, defect, non-responsiveness and/or deviation from this RFP and its requirements that is not, in the University's sole judgment, material to the proposal;

- To permit or reject at the University's sole discretion, corrections (including for information inadvertently omitted), of proposals by some or all of the respondents following proposal submission;
- To request that some or all of the respondents modify proposals based upon the University's review and evaluation;
- To request additional or clarifying information or more detailed information from any respondent at any time, before or after proposal submission, including information inadvertently omitted by a respondent;
- To inspect and otherwise investigate projects performed by the respondent, whether or not referenced in the proposal, with or without the consent of or notice to the respondent;
- To conduct such investigations with respect to the financial, technical, and other qualifications of respondents as the University, in its sole discretion, deems necessary or appropriate.
- To enter into post-submission negotiations and discussions with any one or more respondents regarding price, scope of services, and/or any other term of their proposals, and such other contractual terms as the IUC-PG may require, at any time prior to execution of a final contract. The University may, at its sole election, enter into simultaneous, competitive negotiations with multiple respondents or negotiate with individual respondents seriatim. In the event negotiations with any respondent(s) are not satisfactory to the University, the University reserves the right to discontinue such negotiations at any time; to enter into or continue negotiations with other respondents; and, to solicit new proposals from entities that did not respond to this RFP.

3.11 Procedure for Conducting Negotiations:

—Who To Negotiate With First

After completion of the initial evaluation process, the University may begin negotiations with one or more vendors whose proposals are most in keeping with the University's requirements as enumerated in the RFP. Notification of such negotiations will be offered after a reasonable amount of time has elapsed from the proposal deadline. Negotiations shall continue to the satisfaction of the University or, if the University determines a satisfactory agreement cannot be reached, the University may initiate negotiations with one or more of the remaining vendors.

—Negotiations With Multiple Vendors

The University reserves the right, at all times during the negotiation process, to negotiate with one or more vendors at the same time, but is under no obligation to do so. The vendor(s) with whom the University enters into negotiations must have present a representative with decision-making authority.

—If Negotiations Are Unsuccessful

With respect to any of the services that are a part of this RFP, in the event that the University determines that a contract cannot be negotiated with any of the vendors who respond to the RFP, the University shall have the right to issue a new RFP or other process to seek qualified applicants, to provide the services itself, or to use another process (e.g., sole source contracting) in order to have the product(s) and/or service(s) provided.

- 3.12 **Valid Proposals:** Proposals will be considered valid for a period of one hundred-twenty (120) days after the scheduled due date, unless otherwise noted.

- 3.13 **Preferred Invoicing and Payment Methods:** The successful proposer must invoice products or services awarded exactly as indicated on a resultant University purchase order, to include cost, unit specified, quantity ordered, item descriptions, etc.

The University prefers to receive invoices for goods and services via electronic means. It is the goal of the University to make payment on invoices via Automated Clearing House (ACH) transfer or Credit Card. To that end, please indicate your company's capabilities for electronic invoicing and ACH/Credit Card payment where appropriate in Section 8 of this document.

- 3.14 **Dun and Bradstreet Data:** Kent State University reserves the right to request data from Dun and Bradstreet concerning history of company's financial and payment statistics. Proposals from companies failing to provide the requested data to Dun and Bradstreet will not be considered.
- 3.15 **Supplier Diversity:** The University strongly encourages women, minority groups, and EDGE vendors to respond to University Requests for Proposals. Kent State University is committed to supplier diversity and encourages full participation of historically disadvantaged, economically and socially underutilized businesses, Minority Business Enterprises (MBE), Women-Owned Business Enterprises (WOBE), and State of Ohio EDGE Enterprises located within the University's geographic region and beyond. Further, Kent State University encourages the participation of women, minority groups, and EDGE vendors in all University contracts. Kent State University therefore requires that all prospective suppliers demonstrate good faith efforts to obtain the participation of minority-owned, women-owned, and EDGE business enterprises in the work to be performed under contract(s) resulting from this RFP. The respondent is required to furnish appropriate information about its effort to include women-owned, minority, and EDGE vendors in the contract, including the identities of such enterprises and the dollar amount supplied under the contract.

A listing of Ohio MBE and EDGE certified businesses, as well as the services and commodities they provide, is available from the State of Ohio Minority Business Enterprise Unit on the State of Ohio Department of Administrative Services website for Equal Opportunity Division.

- 3.16 **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
- 3.17 **Buy America:** Proposals will be evaluated to determine that a proposer'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 proposer'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 satisfactory quality.
- 3.18 **Buy Ohio:** Sections 125.09 and 125.11 of the Ohio Revised Code require that in the evaluation of bids, the University give preference to products which are "mined, excavated, produced, manufactured, raised, or grown in the state by a person where the input of Ohio products, labor, skill, or other services constitutes no less than 25% of the manufactured cost", or products offered by bidders who have a "significant Ohio presence", defined to mean that the bidders: (1) pay required taxes to the state of Ohio; (2) are registered and licensed to do business in the state of Ohio with the Office of Secretary of State; and (3) have ten or more employees based in Ohio, or seventy-five percent or more of their employees based in Ohio.

Any bids meeting the above criteria will be given a preference of up to five (5) percent over the lowest price "non-Ohio" bid submitted; except that such preference will not be applied against vendors from bordering states, provided that the border state imposes no greater restrictions than contained in sections 125.09 and 125.11 of the Ohio Revised Code. Where it has been determined that selection of the lowest Ohio proposer, 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 proposer at the proposal price quoted. Where it is advantageous to award the contract to other than an Ohio proposer or Proposers from a border state, then the contract shall be awarded accordingly.

- 3.19 **H.B. 476, State Contract and Boycotting:** Pursuant to R.C. 9.76(B), by responding to this RFP, respondent warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of any contract that may result from this RFP.

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4.0 **REQUEST FOR PROPOSAL CONTRACTING AND AGREEMENT TERMS**

- 4.1 **Contract**: All Agreement Terms and Specifications set forth in this Request for Proposal are to become an equal part of the final purchase agreement. A purchase order will be issued for the purchase of the equipment solicited herein.
- 4.2 **Termination**: Either party may terminate this contract after the expiration of sixty (60) days from the effective date of the contract. Termination may occur by giving the other party ninety (90) days prior written notice of its intent to terminate the contract, except that any breach of this contract shall be just cause for the University to terminate the contract immediately without such prior notice to you. The in case of any termination resulting from breach of contract, the Procurement Department may, at its discretion, prohibit proposer from submitting a proposal on any project at the University for a period of up to three (3) years.
- 4.3 **Choice of Law**: This Request for Proposal will be governed, interpreted and construed in accordance with the laws of the State of Ohio.
- 4.4 **Extended Payment Clause**: Kent State University may, upon written notice to the proposer receiving the contract, suspend or terminate the unpaid balance of this contract, if the Ohio General Assembly, in a subsequent biennium, fails to appropriate funds making possible the continuation of such payment.
- 4.5 **Vendor Responsibilities**: Vendor may not, during the term of the contract, or any renewals or extensions thereof, assign or transfer all or any part of the contract without the prior written consent of the University; and, should Vendor become insolvent, or if proceedings in bankruptcy shall be instituted by or against Vendor the remaining or unexpired portion of the contract shall, at the election of the University, be terminated.
- 4.6 **Value**: The contract will not guarantee a specific amount of business, or income and is not an exclusive contract. The University reserves the right to place purchase orders in any manner deemed by the University to be in its own best interest.
- 4.7 **Estimated Requirements**: The University in no way obligates itself to purchase the full quantities indicated, but the entire amount of any discount offered must be allowed whether or not the purchases are more or less than the full quantities indicated. The University's requirements may be greater than or less than the quantities shown, and the Vendor shall be obligated to fulfill all requirements as shown on the purchase orders whose mailing dates fall within the term of the contract.
- 4.8 **Sales Tax**: Kent State University is exempt from Ohio sales tax and federal tax and will furnish an exemption certificate upon request.
- 4.9 **Price and Freight**: All pricing must be quoted FOB Destination, Kent, Ohio. Include all freight, transportation, and any applicable handling and/or installation charges necessary to complete delivery on an FOB Destination basis. Please specify if your pricing is quoted delivered or pickup.
- 4.10 **Title and Risk of Loss**: Supplier shall retain title and bear the risk of any loss or damage to the items purchased until they are delivered at the specified FOB point; and upon such delivery, title shall pass and supplier's responsibility for loss or damage shall cease except as resulting from the supplier's negligence or failure to comply to all stated terms and conditions. Passing of title upon such delivery shall not constitute acceptance of the terms by Kent State University.
- 4.11 **Supplier Onboarding System**: Kent State University utilizes a designated third-party provider for onboarding and managing vendors in our system. Vendors awarded contracts with Kent State University must register with our designated third-party provider and provide their business information as required by our provider. Vendors are responsible for maintaining and updating their profile information via the

designated third part providers system More information about Kent State University's vendor onboarding provider and process can be found on Accounts Payables homepage <https://www.kent.edu/accounts payable>

- 4.12 **Payment Terms and Cash Discounts:** Kent State University will endeavor to use any cash terms offered, and these could be considered in determining the final net price depending on the discount period.

In the event that Kent State University 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.

- 4.13 **Rejection of Goods or Services:** All goods or services purchased herein are subject to approval by Kent State University. Any rejection of goods or services resulting because of nonconformity to the terms and specifications of the contract, whether held by the buyer or returned, will be at the proposer's risk and expense.

- 4.14 **Guarantee and Warranty Requirements:** Vendor guarantees all products and installation against any defect in workmanship and/or materials. Full manufacturer's warranty for labor and materials for all equipment proposed, and a comprehensive list of all authorized service centers must be provided by supplier. List to include the company name, location, and telephone number.

- 4.15 **Product Substitutions:** There will be no substitutions of ordered product allowed unless the University has first been notified and permission granted.

- 4.16 **Price Adjustment:** All prices quoted are expected to remain firm during the initial term of the contract; however, in the event of a price change related to an increase or decrease, prices may be changed subject to a negotiated adjustment to reflect such an increase or decrease. Such negotiations and adjustments will be considered only upon written request to the Procurement Department, documented with cost data, filed prior to our request for delivery and submitted after the expiration of ninety (90) days from the date of the proposal closing.

- 4.17 **Audits:** With advance notice to Vendor, from time to time during the contract term and for five (5) years after termination of the contract, Kent State University reserves the right to audit Vendor's performance under, and compliance with the requirements of, the contract. The University will utilize all invoicing and documentation, which relates to Kent State University's final cost, and internal controls documentation required under the contract including, but not limited to any applicable audit or security assessment reports or certifications such as: SAS 70 or its replacement SSAE 16, SOC 2, or ISO 27001, and copies of any applicable corporate information security policies or other supporting documentation. University personnel from the Office of the University Architect, the University Facilities and Planning Department, the Procurement Department, and/or the Auditing Department may perform these audits. Audit discrepancies must be resolved to the reasonable satisfaction of Kent State University, and the University reserves the right to terminate the any contract resulting from this RFP if at any time the audit results are not resolved to its reasonable satisfaction.

Vendor must provide access to files and information reasonably necessary, including, but not limited to all cancelled checks, work papers, books, records and accounts upon which invoices are based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to the contract, to validate cost data and internal controls, and assist in the performance of each audit. Audit discrepancies must be resolved to the satisfaction of Kent State University. Kent State University

reserves the right to terminate the contract at any time if the audit results are not resolved to meet the requirements of Kent State University.

- 4.18 Sales Representative:** Vendor will provide the name and telephone number of the company sales representative who may be contacted Monday through Friday 8am to 4pm (EST), exclusive of holidays. Vendor representative shall have primary responsibility for processing and correcting all breaches of this contract and shall be authorized to accept emergency and special orders. Vendor must notify the University when the regular sales representative is on vacation and identify the individual acting in his/her absence.
- 4.19 Extending Resulting Contracts:** Please advise if your company has an interest in extending your offer to the Inter-University Council of Ohio Purchasing Group (IUC-PG) membership. This is a courtesy request and there is no obligation to agree to it. It is not part of the University's selection criteria. Should you choose to extend usage, participation in the contract by other IUC-PG members is strictly voluntary on their part, and the University's sole role and responsibility would be to share the contents of the contract with them.

In no way must any decision by your company to extend the contract to the IUC-PG members negatively affect the delivery capability, general service level, prices, discounts, product availability or other contractual obligations to the University.

Please indicate in your response package if your company agrees to extend any resulting contracts to include other IUC-PG members who may have an interest in utilizing it and describe any regional or geographic limitations.

- 4.20 Time is of the Essence:** Time is of the essence in completing this project. Any breach of the terms of this contract, including, but in no way limited to the time period of performance, will be just cause to terminate the contract without prior notice to the Vendor. Termination resulting from breach will be cause, at the sole discretion of the University, to suspend the proposer from proposing on any project at the University for a period of up to three (3) years.
- 4.21 Parking:** Kent State University operates under a paid parking system. All Vendor-owned vehicles and privately-owned vehicles of Vendor personnel that are to be parked on campus must comply with existing parking regulations. If parking permits are required, the successful proposer will purchase appropriate numbers of permits from Kent State University Parking Services. All regulations concerning parking can be obtained from Parking Services. Vendor is to take care that sidewalks are not blocked and all handicap areas are fully accessible.
- 4.22 Federal, State and Local Laws:** Vendor shall, in the performance of work or services, fully comply with all applicable federal, state or local laws, rules, regulations and ordinances, and shall hold Kent State University harmless from any liability from failure of such compliance.
- 4.23 Governmental Approvals:** Vendor shall obtain all permits, certificates of inspection and any and all governmental approvals relating to his/her work, and shall pay all charges connected therewith.
- 4.24 Indemnification/Hold Harmless:** Vendor shall indemnify and hold Kent State University harmless from and against all claims, losses, expenses, damages, causes of actions and liabilities of every kind and nature (including without limitation reasonable attorney's fees), arising out of any alleged breach of any proposer's obligations or warranties or from any other acts or omissions of Vendor, its officers, agents, employees and subcontractors.
- 4.25 Force Majeure:** If University or Vendor is unable to perform any part of its obligations under this contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with

all reasonable dispatch the cause preventing it from carrying out its obligations under this contract. The term "force majeure" means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restraint of government and people; war; strikes; and other like events; or any other cause that could not be reasonably foreseen in the exercised of ordinary care, and that is beyond the reasonable control of the party.

4.26 Insurance for Vendor Services: If this contract involves services, and unless otherwise approved by the University in writing, Vendor shall, at its sole cost and expense, procure and maintain, in full force and effect, the types and minimum limits of insurance specified below, covering its performance of the services provided hereunder by Vendor, its agents, representatives, employees or subcontractors. Vendor shall procure such insurance from duly licensed or approved non-admitted insurers in the State of Ohio with an "A.M. Best" rating of not less than A-VII or otherwise acceptable to the University:

(a) **Workers' Compensation/Employers' Liability.**

Coverage: Worker's Compensation for losses arising from work performed by or on behalf of the Vendor

- State Fund or Self-Insurance: Statutory Limits
- Proof of Employers' Liability: \$500,000

(b) **General Liability Insurance.**

Coverage: Policy shall include bodily injury, property damage, personal injury, contractual liability, fire legal liability, medical payments coverage, and sexual molestation/abuse if Vendor is interacting with minors

- Each Occurrence: \$1,000,000
- General Aggregate Accrual: \$2,000,000
- Products-Completed Operations Aggregate Accrual: \$2,000,000

(c) **Business Automobile Liability.**

Coverage: Bodily injury and property damage for any owned, leased, hired and non-owned vehicles used in the performance of the Vendor services

- Combined Single Limit: \$1,000,000

(d) **Insurance Required as Applicable:**

(1) **Professional Liability Insurance—if applicable.**

Coverage: Policy required for licensed or certified professionals, including, without limitation, accountants, architects, consultants, and engineers.

- Each Occurrence: \$1,000,000
- General Aggregate: \$2,000,000

Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences happening during the performance of the Services required under this Contract shall be maintained in full force and effect under the policy or "tail" coverage for a period of at least three (3) years after completion of the Services.

(2) **Liquor Liability—if applicable.**

Coverage: Policy for service provider distributing, selling or serving alcoholic beverages.

- Each Occurrence: \$1,000,000
- General Aggregate: \$1,000,000

(3) **Crime Coverage—if applicable.**

Coverage: Policy for service provider with access to cash or payments, networks or outsources services such as custodial, building management, dining, etc.

- Single Loss: \$500,000

(4) **Cyber Liability—if applicable.**

Coverage: Policy for service provider who has access to credit card information, student or employee records, health records, or any other Personally Identifiable Health Information.

- Each event for Breach Response/Event Services: \$1,000,000

(5) **Pollution Liability—if applicable.**

Coverage: Policy for service provider working with pollutants, coverage shall include coverage for 3rd party claims and clean-up.

- Each incident: \$1,000,000

All required policies shall meet the following requirements:

- shall be endorsed on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the University.
- all insurance herein, except Professional Liability and Pollution Liability, shall be written on an “occurrence” basis and not a “claims-made” basis.
- Shall be endorsed to include University and its governing board, officers, agents and employees as additional insureds with respect to liability arising out of the services performed by or in behalf of Vendor. Such endorsement shall be evidenced on the Certificate of Insurance as well as a copy of the endorsement to the Vendor’s insurance.
- Shall contain a waiver of subrogation in favor of University and its board, officers, agents and employees for losses arising from work performed by or on behalf of Vendor.
- Limits may be met with a combination of primary and/or excess/umbrella coverage or equivalent.
- Coverage provided by Vendor shall not be limited to the liability assumed under the indemnification provision set for in Section 4.25 above.

Service Provider shall furnish the University’s Procurement Department, at the address provided herein, with Certificates of insurance (ACORD form or equivalent) as required by the services being provided under this Contract. In no event shall Vendor perform any services or other work until Vendor has delivered or caused to be delivered to the University’s Procurement Department the required evidence of insurance coverages.

All insurance coverages shall provide for at least thirty (30) days prior written notice to be given to the University in the event coverage is reduced, suspended, voided, cancelled, or non-renewed.

4.27 **Proprietary Information Disclosure:** All responses and accompanying documentation will become the property of the University at the time proposals are opened. All submitted proposal materials may be subject to disclosure under the Ohio Public Records Law (ORC 149.43). Personal Social Security numbers, if provided in Section 7, will be redacted prior to release. If you choose to submit documentation containing information your company considers trade secret, please be aware that the University may have a duty to release the documentation in response to a public record request. If you wish to claim that certain information contained in the materials is trade secret, your company bears the burden of identifying that information, as well as taking steps to demonstrate that it is subject to protection under the law.

4.28 **Marketing and Advertising:** Vendor shall not willfully use the name, identifying marks or property of Kent State University for its own promotional purposes.

4.29 **Use of Designs:** Vendor agrees that it will keep confidential the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical or proprietary information furnished by the University and use such items only in the production of item(s) awarded pursuant to the contract. Upon demand or completion of resultant purchase order, the proposer shall return all such

item(s) to the university at the expense of the Vendor, or make other disposition thereof as may be directed or approved by the University.

4.30 Performance Bond: If required, Vendor shall, within ten (10) days of the contract award, furnish a performance bond in the amount of 100% of the contract price.

4.31 Equal Employment Opportunity: Kent State University is an Equal Opportunity Employer and as such makes the following request: The proposer, in submitting a proposal 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, color, religion, gender, age, sexual orientation, national origin, disability, or identity as a disabled veteran or veteran of the Vietnam era to the extent required by law. The proposer must further agree that every subcontract or order given for the supplying of this order will contain a provision requiring nondiscrimination in employment, as herein specified. This covenant is required pursuant to Federal executive orders 11246 and 11375 and any breach thereof may be regarded as a material breach of the contract or purchase order. Additionally, Proposer must comply with the following:

The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. 2000e et seq., which prohibits discrimination in employment because of race, color, religion, sex or national origin. The Rehabilitation Act of 1973, as amended, 29 U.S.C. 701 et seq. and 45 C.F.R. 84.3(J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified individuals with disabilities in the access to or participation in federally-funded services or employment. The Age Discrimination in Employment Act of 1967, as amended, which generally prohibits discrimination based upon age. The Equal Pay Act of 1963, as amended, 29 U.S.C. 206, which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

4.32 Prevailing Wage Rate: If applicable under Ohio law, Vendor must agree to pay all employees involved with the installation on this project, the prevailing wage rate as ascertained by the Department of Industrial Relations of the State of Ohio.

4.33 Drug Free Workplace: Vendor agrees to comply with all applicable state and federal laws regarding drug – free workplace and shall make a good faith effort to ensure that all its employees, while working at Kent State University, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

4.34 Smoke-Free, Tobacco-Free University: Smoking and the use of nicotine, tobacco-derived or plant based products, and oral tobacco are not permitted on any property owned, operated or leased by Kent State University inclusive of personal vehicles parked on University property. All smoking is prohibited, including the use of electronic smoking devices, mod boxes or electronic nicotine delivery systems that create an aerosol or vapor. Vendors, contractors and other respondents to this RFP may not use cigarettes, cigars, cigarillos, cloves, hookahs, e-cigarettes, herbal and oil vaporizers, pipes, water pipes, any smokeless tobacco (chew, snuff, dip, etc.), and any other non-FDA approved nicotine products while conducting business on University property.

4.35 Americans with Disabilities Act: Without limiting the requirements of Subsection 4.49, *Electronic Information Technology Accessibility*, Seller agrees to comply with the Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12131-12134, and its implementing regulation 28 C.F.R. pt. 35, which prohibits public universities from excluding individuals with disabilities from participating in and/or receiving the benefits of University services, programs, and activities, Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104, which prohibits a qualified individual with a disability, solely by reason of disability, from being excluded from participation in, being denied benefits of, or being subjected to discrimination under any University activity, and other applicable State of Ohio laws and regulations regarding accessibility and disability. Accordingly, Seller represents and warrants that the products and/or services provided

hereunder are functionally accessible to individuals with disabilities. Compliance means that a person with a disability can acquire the same information, engage in the same interactions, and enjoy the same services as a person without a disability, in an equally effective and integrated manner, with substantially equivalent ease of use.

4.36 Conflicts of Interest and Ethics Compliance: Vendor represents, warrants, and certifies that it and its employees engaged in the administration or performance of the Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws. Vendor further represents, warrants, and certifies that neither Vendor nor any of its employees will do any act that is inconsistent with such laws.

4.37 Executive Order Banning the Expenditure of Public Funds on Offshore Services: Vendor affirms that it has read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine and shall abide by those requirements in the performance of any Contract arising from this RFP, and shall perform no services required under this Contract outside of the United States.

The Vendor also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Vendor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

If Vendor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Vendor or any of its subcontractors perform any such services, Vendor shall immediately return to the State all funds paid for those services. The State may also recover from the Vendor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Vendor performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Vendor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages amounting to a percentage of the value of the Contract, such a percentage to be determined.

The State, in its sole discretion, may provide written notice to Vendor of a breach and permit the Vendor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Vendor any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Vendor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Vendor performed outside of the United States, costs associated with corrective action, or liquidated damages.

—Assignment/Delegation

The Vendor will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

4.38 Executive Order 2022-02D: The Vendor confirms that they are not a Russian institution or company and will comply with this order at: https://content.govdelivery.com/attachments/OHIOGOVERNOR/2022/03/03/file_attachments/2093123/Signed%20EO%202022-02D.pdf.

“Company” means a sole proprietorship, partnership, corporation, national association, *société anonyme*, limited liability company, limited partnership, limited liability partnership, joint venture, or other business organization, including their subsidiaries and affiliates, that operates to earn a profit. Pursuant to Executive Order 2022-02D and to the extent practicable, the University is prohibited from purchasing services from or investments in Russian institutions or companies.

- 4.39 **Finding for Recovery; Debarment:** Ohio Revised Code Section 9.242 prohibits any vendor who has been debarred by any state agency to participate in any contract during the debarment period. Further, Vendor represents and warrants that it is not now, and will not become during the term of any contract resulting from this RFP, subject to an unresolved finding for recovery under ORC Section 9.24 and is not under any suspension or debarment by any office of the state of Ohio or the federal government. If this representation and warranty is found to be false, any contract resulting from this RFP shall be void, and the Vendor shall immediately repay to the university any funds paid under the contract. If Vendor becomes subject to an unresolved finding for recovery under ORC Section 9.24 and/or is suspended or debarred by any office of the state of Ohio or the federal government during the term of the contract, such finding for recovery, suspension or debarment shall be considered a material breach of such contract, and the University may, at its sole discretion, terminate the contract.
- 4.40 **Campaign Contributions:** Vendor 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.
- 4.41 **Biobased Products Bid Reference Policy:** The Department of Administrative Services, other state agencies and state institutions of higher education must procure biobased products that fall within the designated item categories list compiled by the United States Department of Agriculture, as maintained by the Department of Administrative Services. State agencies must procure equipment, materials, and supplies in accordance with procedures set forth in Ohio Revised Code section 123:5-1-14. Biobased products may be considered and a preference may be applied for those biobased products meeting the specifications set forth in bidding documents when applicable. For those proposals in which biobased products are offered, Vendor must list or otherwise identify and certify those products.

The minimum content for the anticipated biobased purchase shall be derived from the United States Department of Agriculture’s determination of minimum content for the designated item.

- 4.42 **Data Security Requirements/PCI Compliance:**
- 1) Will this product or service have involvement in creating, storing, processing, transmitting, or accessing University data or handling financial transactions?
 - a) If yes, will any data be removed by, accessed from, copied to, or created within systems that do not reside within the geographical boundaries of Kent State University?
 - i. If yes, complete the “Higher Education Cloud Vendor Assessment Tool Lite”, <https://www.kent.edu/it/higher-education-cloud-vendor-assessment-tool-lite>. Include a copy of any applicable audit or security assessment reports or certifications such as: SSAE 16, SOC 2, or ISO 27001 and include copies of any applicable corporate information security policies or other supporting documentation that will substantiate the questionnaire responses.
 - (1) If an NDA is required for the disbursement of any of these documents or information, provide a copy of the NDA in your response.
 - 2) Will this product or service have involvement in the processing of credit card transactions (Card-Present, Card-Not-Present, Online, Phone-based, or otherwise)?
 - a) If yes, submit a QSA-signed Attestation of Compliance to the Payment Card Industry Data Security Standards (“PCI-DSS”).
 - b) If yes, Vendor acknowledges and agrees to the following statements:
 - i. Kent State University requires that Vendor at all times maintain compliance with current PCI DSS as applicable. Accordingly, the Vendor will be required to provide confirmation

of compliance upon request by Kent State University throughout the contract term. Respondent hereby acknowledges that cardholder data may only be used for execution of the contracted systems or services as described herein, or as required by the PCI DSS, or as required by applicable law.

- ii. If, during the contract term, Vendor becomes aware that systems or services provided under the contract falls out of compliance with PCI DSS requirements, the Vendor shall immediately notify the Kent State University Office of Security and Access Management.
- iii. In the event of a breach, intrusion, or unauthorized access to cardholder data, Vendor shall immediately notify the Kent State University Office of Security and Access Management to allow for the PCI DSS breach notification process to commence. Vendor shall provide appropriate payment card companies and their respective designee's access to Vendor's facilities and all pertinent records to conduct a review of Vendor's compliance with the PCI DSS requirements. Vendor acknowledges liability for any and all costs resulting from such breach, intrusion, or unauthorized access to cardholder data deemed to be the fault of Vendor. Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless Kent State University and its officers and employees from and against any claims, damages, or other harm related to such breach.

- 4.43 **European General Data Protection Regulation:** If Kent State University's Cyber Security and Privacy Department in the Division of Information Technology, determines that the services provided within this RFP involve the transfer of personal data subject to the European General Data Protection Regulation, the supplier will be required to execute the University's the European General Data Protection Regulation addendum.
<https://www.kent.edu/sites/default/files/file/GDPR%20Vendor%20Addendum%20KSU%20FINAL%200619%20PDF.pdf>
- 4.45 **H.B. 476, State Contract and Boycotting:** Pursuant to R.C. 9.76(B) Vendor represents and warrants that Vendor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.
- 4.46 **Health Insurance Portability and Accountability Act of 1996 (HIPAA) Compliance:** Vendor agrees to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the regulations promulgated thereunder, including without limitation the federal privacy regulations (the "Federal Privacy Regulations") and the federal security standards (the "Federal Security Standards"), as such provisions are applicable to delivery of the goods or services being provided pursuant to and contract resulting from this RFP. Vendor acknowledges that an entity's status as a business associate is determined under law, regardless of such entity's opinion as to its status as a business associate; and if an entity is, under applicable law, a business associate, such entity has a direct legal obligation in its own right to comply with all legal requirements applicable to a business associate. Accordingly, Vendor agrees not to use or further disclose any protected health information, as defined in 45 CFT 164.504, or individually identifiable health information, as defined in 42 USC § 1320d (collectively the "Protected Health Information" or "PHI"), other than as permitted by the requirements of HIPAA or regulations promulgated under HIPAA including without limitation the Federal Privacy Regulations and the Federal Security Regulations. Vendor agrees to implement appropriate safeguards to prevent the use or disclosure of Protected Health Information as applicable to the performance of any agreement arising from this RFP. The successful Vendor agrees to promptly report to University any improper or unlawful use or disclosure of any PHI arising out of or relating to the products and or services arising from this RFP.
- 4.47 **Electronic Information Technology (EIT) Accessibility Compliance:** If any component of the proposed product or service is an Electronic Information Technology (EIT) product or service as such products or services are defined below in this Section, then your proposal must include a response to this section so the proposed product or service can be evaluated by university personnel for compliance with the University Policy 4-16.

EIT product(s) and/or service(s) include, but are not limited to, systems and application software (including mobile), online services such as learning management systems, content management systems, access portals, online marketing solutions, websites, web content and multimedia, digital materials (video, audio, etext, ebooks, lab simulations, virtual reality systems, augmented reality systems), telecommunications, and self-contained products such as displays, kiosks, touchscreens, operable controls (key carded door openers), and personal response systems.

To clarify, this form must be completed if **ANY COMPONENT of your product/service contains a DIGITAL (EIT) element**, something a user or administrator must interact with on a screen to use your product/service.

The following examples DO require the completion of this form.

Example 1

Physical Product: Payment kiosks on parking lots

Accompanying EIT Element: Screen that users must navigate to complete transaction

Example 2

Physical Product: Package lockers

Accompanying EIT Element: Software used by employees and users to track packages and locker use

Example 3

Physical Product: Electric battery charging stations for vehicles

Accompanying EIT Element: Accompanying mobile app to reserve locations and pay for charging

Pursuant to University Policy 4-16, Kent State University is committed to ensuring that its electronic and information technologies, including but not limited to, all information provided through university and third-party websites, online learning and course management systems, and curriculum, institutional and administrative data systems: (a) provide equal opportunity to the educational benefits and opportunities afforded by the technology; (b) provide equal treatment in the use of such technology; and (c) be accessible to individuals with disabilities in compliance with Section 504 of the Rehabilitation act of 1973, as amended and the Americans with Disabilities Act of 1990, as amended (ADA-AA) and other applicable laws of the State of Ohio.

Requirements for Vendors submitting a proposal for an EIT product and/or service: Provide information about the digital accessibility of proposed product(s) and/or services(s). This process is handled via an online form. Please carefully read the instructions below:

- a. The form should be completed by Vendor's **lead technical staff member** best suited to share information about the digital accessibility of the product and/or service.
- b. Form is located at: [Digital Accessibility RFP Vendor Questionnaire](#)
- c. If available, please make sure to attach a completed VPAT when completing the form. A blank template of the VPAT is available at [VPAT Info and Template](#)

NOTE: KSU may, in its sole discretion, deem as non-responsive, any form submission that is deemed by the university as incomplete.

If the proposed product or service is not an EIT product or service AND HAS NO ACCOMPANYING DIGITAL ELEMENTS, consider this section complete.

- 4.48 Supplier Onboarding/PaymentWorks:** Kent State University utilizes a designated third-party provider for onboarding and managing vendors in our system. Vendors awarded contracts with Kent State University must register with our designated third-party provider and provide their business information as required by our provider. Vendors are responsible for maintaining and updating their profile information via the designated third part providers system More information about Kent State University's vendor

onboarding provider and process can be found on Accounts Payables homepage
<https://www.kent.edu/accountspayable>.

Continued on next page.

5.0 REQUEST FOR PROPOSAL FORMAT AND EVALUATION CRITERIA

5.1 Format and Content of Proposals: To respond to this RFP, vendors are to submit their proposal electronically through DynamicForms. No other submission method will be accepted, unless otherwise disclosed in the RFP Instructions and Specifications. The confirmation of receipt of your response must be noted as “Signed” no later than the “Proposals Due” date and time specified above. The Forms History of your DynamicForms account will also note the date and time of your proposal submission. Proposals submitted after the “Proposals Due” date and time specified above will be rejected.

The proposal must be signed by a person authorized to bind the proposing firm to the representations, commitments and statements contained in this response. Proposals should be prepared as simply as possible and provide a straightforward description of the Proposer’s capabilities to satisfy the requirements and goals of the RFP. Proposer should concentrate on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and labeled clearly.

Kent State University considers it to be of utmost importance that the successful Vendor(s) present evidence of their ability to perform prior to the awarding of this contract partnership. The contract partnership shall be awarded to company that will best serve the interest of Kent State University, and, in determining the responsible proposer, the University shall consider the responses to the following requested information.

All proposals submitted shall conform to the following format requirements. Deviation from these requirements may disqualify a supplier from consideration. The response must contain the following information and documents:

- a. **Forms 1 through 9:** Signed and dated, completed through DynamicForms.
- b. **The submission requirements enumerated in Section 6, “Specifications”:** Please format all requirements as noted and submit via DynamicForms.
- c. If applicable, **completion of the Higher Education Cloud Vendor Assessment Tool Lite**, submitted as a separate attachment to the DynamicForms submission.
- d. **Assumptions, Clarifications, and Exclusions:** Describe any and all of the assumptions, clarifications, or exclusions to the proposal.
- e. Provide cost proposal and/or price quotation as indicated in Section 6, and include any additional specification documentation you deem necessary to support your proposal.
- f. Include any additional documentation you deem necessary to support your proposal.

5.2 Evaluation Criteria and Process: All proposals received from Vendors will be reviewed and evaluated by a committee of qualified University personnel. Selection and award of contracts will be made to the supplier(s) whose proposal, in the sole opinion of Kent State University, represents the best overall value to the University. Factors which determine the award include, but will not be limited to, the following: The proposer’s responsiveness to all specifications in the RFP, quality of the proposer’s products and/or services, ability to fulfill the contract, and general responsibility as evidence of past performance. Payment terms and cash discounts will be considered as determining factors in the contract award

Continued on next page.

6.0 REQUEST FOR PROPOSAL SPECIFICATIONS AND REQUIREMENTS

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Furnish all labor, materials, products, accessories, tools, equipment, scaffolding, ladders, transportation, supervision, labor, product protection, and services necessary for the fabrication and installation for all equipment as indicated in accordance with provisions of Contract Documents.
- B. Completely coordinate with work of all other trades.
- C. Although such work is not specifically shown or specified, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation. Installation will include all required assembly.
- D. Equipment listed in this specification is classified by who furnishes/provided (F) and installs (I) equipment items.
O.F.C.I.: Owner Furnished (Provided) / Contractor Installed.
- E. Furnish and mount plumbing and electrical fixtures on fume hood superstructure.
- F. Equipment in this section:

Sect	Equipment Description
2.01	CRW: Cage Rack Washer
2.02	TW: Tunnel Washer

1.2 RELATED WORK

- A. Relevant trade contractors will provide all rough openings, pits, substrate preparation and blocking for all equipment installations.
- B. Mechanical contractor will provide exhaust rough-ins and final connections for all equipment installations.
- C. Plumbing contractor will provide all supply/return service line, drain and vent rough-ins and final connections for all equipment installations.
- D. Electrical contractor will provide all electrical service rough-ins, receptacles and final connections for all equipment installations.

1.3 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in necessary crafts and who are completely familiar with specified requirements and methods needed for proper performance of the work of this section.
- B. Dimensions, voltages, electrical power requirements, and utility connections are base on items specified. Relevant trade contractor is responsible for all costs associated with service or dimensional adjustments.

- C. Electric operated and/or heated equipment will comply with applicable standards of National Electrical Manufacturer's Association (NEMA), National Electric Code (NEC) and Underwriters' Laboratories, Inc. (UL) or Electrical Testing Lab (ETL).
- D. **Manufacturer Qualifications:** Manufacturer is a firm having an established organization and factory, with production facilities specializing in type of equipment specified, having an experienced engineering department and an established history of similar installations of equal scope and complexity. Manufacturer will demonstrate ability to produce specified equipment of required quality and a proven capacity to complete an installation of this size and type within required time limits. Manufacturer will have at least 3 years/5 installations of experience, at least 3 current references from the last 3 years and a service response time, as described below, to be considered eligible to bid. Service response time to a telephone inquiry will be same day followed up by a factory trained technician at site within 24 hours of telephone inquiry; all serviceable components warehoused or readily available to service personnel; and fast access to shop drawings of all equipment in field. Any misrepresentations or negative references will be considered grounds for bid rejection. Manufacturer shall have a service network capable of response to service requirements, including availability of parts within 24 hours.
- E. **Manufacturers:** Each piece of equipment listed includes basis of design manufacturer's name and catalog number, establishing levels of quality, specific construction features, operating conditions and desired features and accessories. By indicating other manufacturer's names does not relieve perspective bidders of their obligation to prove that their submissions are equal to specified equipment in size, construction, performance, basic features, options and accessories prior to award.
- F. **Installer Qualifications:** Manufacturer, or approved in writing by manufacturer.

1.4 SUBMITTALS

- A. **Specification Compliance:** Submit copy of relevant item specification section (from this document) and clearly note in bold print any substitutions, modifications or objections.
- B. **Product Data:** Submit manufacturer's specifications and installation instructions for each item of laboratory equipment furnished including optional devices and substantiation of variations if substitutions are proposed. Indicate on product data which optional devices and operations are proposed for inclusion with equipment. Where substitutions for specified items of laboratory equipment are proposed, submit data substantiating the proposed equipment is equal to that specified. Manufacturer's specifications must contain a full, detailed explanation of all variations in operating and/or performance requirements.
- C. **Shop Drawings:** In addition to work shown on manufacturer's printed product data, submit dimensional roughing-in plan, elevation and section drawings, at minimum scale of $\frac{1}{2}'' = 1'-0''$, showing equipment placed in actual project site conditions adjacent to other equipment and relationship to the work of other trades, as well as mechanical and electrical requirements. Rough-in drawings will clearly indicate where equipment connection varies from relevant trade contractor supply source. Submit dimensioned fabrication drawings for custom fabricated equipment, including plans, elevations, and sections, at minimum scale of $\frac{3}{4}'' = 1'-0''$, showing materials and gauges used. All information is to be submitted in hard copy and electronic format.
- D. **Operational and Maintenance Data:** Submit operating and maintenance instructions and parts listing for each item of fixed laboratory equipment. Include this data, product data, shop drawings, wiring diagrams, and any other data required by Owner, in three-ring maintenance manual.

Prepare draft copy of operation and maintenance manual for Owner's review. Submit four (4) copies of final, accepted manual for Owner's use.

- E. Manufacturer's Qualifications: Letter confirming required minimum experience, references and service response time.
- F. Applicable standards approval from NEMA, NEC, UL, ETL or as specified with the individual equipment items.
- G. Any finish, stains, or coatings applied on-site must comply with Section 01450, Part 2, 2.3 Paints and Coatings.

1.5 PRODUCT DELIVERY, STORAGE, HANDLING AND INSTALLATION REQUIREMENTS

- A. General: All equipment in this specification shall be Owner Furnished (Provided)/Contractor Installed (O.F.C.I.). Certain equipment items will include Manufacturer's Installation Supervision (MIS) or Manufacturer's Equipment Demonstration (MED).
- B. Owner Furnished/Contractor Installed (OFCl): The owner ("Kent State University") shall purchase and deliver equipment to jobsite. Relevant trade contractor (the "contractor") shall receive, unload, store, unpack, assemble, set-in-place, install and clean up equipment. Deliver to jobsite in manufacturer's original labeled containers. Contractor to provide any fasteners, supports or other miscellaneous items necessary for complete installation. All rough-ins and final connections by contractor. Contractor shall use all means necessary to protect materials of this section before, during and after installation and to protect installed work and materials of all other trades. Contractor shall confirm in writing that installed equipment meets or exceeds manufacturer's specifications. Contractor shall provide owner's representative with rough-in and installation drawings of installed equipment.
- C. Manufacturer's Installation Supervision (MIS): Where noted in the specifications (i.e.: MIS), the manufacturer shall provide adequate installation supervision personnel for as long as it takes to complete the installation to the satisfaction of the owner's representative. Manufacturer's field supervision personnel may or may not be union depending on the conditions of the site. If the schedule demands it, manufacturer to agree to have their field supervision personnel work overtime at no additional cost. Manufacturer installation supervision shall be included in the equipment price and provide the following:
 - 1. Trip(s) to the job site to coordinate specific technical project requirements.
 - 2. Trip(s) to the job site to instruct equipment installation crews.
 - 3. Trip(s) to the job site to check final installation, trouble-shoot and start up equipment.
 - 4. One (3) three-day trip to the job site covering two (2) shift changes to instruct Owner on proper operation and maintenance of the equipment. Scheduling of on-site equipment demonstration to be at the convenience of the Owner.

1.6 WARRANTY

- A. Except where more stringent warranty requirements are noted in individual equipment descriptions, all equipment furnished under this section guaranteed for a minimum of two (2) years, parts and labor, from date of substantial completion or specific equipment final acceptance (whichever is later) against defective materials, design and workmanship. Defects will be promptly rectified at manufacturer or contractor's expense after notification by Owner's representative.

- B. Submit warranty signed by Manufacturer and countersigned by Contractor, agreeing to replace / repair / restore defective equipment, components, materials and workmanship during the periods indicated for each item from date of Owner's acceptance. "Defective" is hereby defined to include (but not limited to):
1. Operation or control system failures
 2. Performance below required standards
 3. Excessive wear, unusual deterioration or aging of materials or finishes
 4. Excessive maintenance and similar unusual, unexpected and unsatisfactory conditions
 5. Ruptured, cracked, or stained coating
 6. Discoloration or lack of finish integrity
 7. Cracking or peeling of finish
 8. De-lamination of components
 9. Slippage, shift, or failure of attachment to wall, floor, or ceiling.
 10. Weld or structural failure (visible weld marks)
 11. Warping or unloaded deflection of components.
 12. Failure of hardware
- C. Manufacturer's warranty shall be accompanied with a service contract proposal for each individual piece of equipment. The service contract would begin or go into effect at end or completion of manufacturer's warranty period.

1.7 FIELD VERIFICATION

- A. Drawings show arrangement and location of items of equipment. If it is necessary to vary from arrangement shown, because of structural, mechanical, electrical or other considerations, make such variations only after approval of Owner's representative and at no additional cost to Owner.
- B. Verify all dimensions at building.
1. Confirm that all equipment will be able to be moved through building in order to reach it designated location. Provide dimensional information of equipment showing length, width and depth of equipment (or largest component) as it is intended to move through building. Dimensions should include all packaging, palleting and transportation equipment dimensions so as to allow leave-out of overhead, walls, etc., to allow equipment to safely be transported to installation point. Failure to do so will result in removals and reinstallation's to be charged to manufacturer or contractor.

1.8 EXCEPTIONS TO DRAWINGS AND SPECIFICATION

- A. All exceptions shall be subject to written approval prior to receipt of bid. If no written communication is received prior to receipt of bid and approval indicated in an addendum, it is assumed that bidder will be in total compliance with specifications and will be held responsible for default or delay, regardless of any statement to the contrary in their written proposal.
- B. Requests for a substitution must be made directly to the Owner's Representative's office for consideration no later than fifteen (15) working days prior to bid receipt date.
- C. Requests for a substitution following the bid opening will be rejected.
- D. Substitutions approved prior to bid date will be handled as an addendum and be sent to all bidders.

PART 2 - PRODUCTS

2.1 CRW: PASS-THROUGH CAGE/RACK WASHER

- A. Product Description.
1. Application: The Pass-Through Cage and Rack Washer shall be a heavy duty, large capacity hydro spray washer designed for thorough, efficient cleaning of cages, racks, debris pans, and miscellaneous items used in the care of laboratory animals.
 2. Size:
 - a. Minimum Compartment: 46" W x 85"H x 92" L
 - b. Maximum External Size: 86" W x 104"H x 100" L (pit will be oversized to include side access area and controls). Chamber inside bottom shall align with finished floor. Coordinate final pit dimensions, miscellaneous metal requirements and floor drain location. Pit pads to be provided by contractor.
 - c. Clearances: 144" min. ceiling height; 56-1/2" door swing; 30" min. service area
- B. Operation: Operator places items to be cleaned within compartment, closes door, selects automatic cycle, and presses cycle start button. Machine proceeds through treatment schedule and automatically shuts off at completion of the cycle. Operator then opens door and removes cleaned items.
1. "Reusable-Throwaway" Alkaline Solution System. Washer shall be provided with the capability to automatically return the alkaline solution to the reservoir or pump to the cool-down tank prior to drain.
 2. Treatment Schedule: Operator shall have the ability to program a minimum of ten (10) phase treatments to create and store a minimum of twelve (12) wash cycles to meet a variety of wash requirements. Each cycle shall have the ability to be custom named according to the user's preferences. The washer shall ship with the minimum cycle program below preloaded as the default cycle.
 - a. Pre-Wash: Water remaining in the recirculating sump from final rinse of the previous cycle or fresh hot water is recirculated through jet system under pump pressure then pumped to cool-down tank mixed with hot and cold water then dumped to drain upon completion (no more than 32oz of fluid to remain in sump at completion of phase). Phase time is programmable from 0-60 minutes.
 - b. Alkaline Wash: Hot water from house supply fill recirculating sump, alkaline detergent is added, and the solution is pumped through jet system for the programmed amount of time. At the end of the treatment, the detergent solution is either returned to the alkaline detergent reservoir tank or pumped to cool-down tank prior to drain discharge at the discretion of the operator (no more than 32oz of fluid to remain in sump at completion of phase). Phase time and temperature are programmable from 0-60 minutes and to 190°F.
 - c. Acid Wash: Hot acid solution fills the recirculating sump and is pumped through the jet system. At the end of the treatment, the detergent solution is pumped to cool-down tank prior to drain discharge then dumped to drain. Phase time and temperature are programmable from 0-60 minutes and to 190°F.
 - d. First Rinse: Hot water (140°F) from house supply fills the recirculating sump and is pumped through the jet system for the programmed amount of time. At the end of the treatment, water is pumped to cool-down tank prior to drain discharge then dumped to drain (no more than 32oz of fluid to remain in sump at completion of phase). Phase time and temperature are programmable from 0-60 minutes.

- e. Second Rinse: Same as first rinse.
 - f. Final Rinse: House hot water shall be sprayed through a dedicated non-recirculated rinse header jet system under house water pressure. The water will not be recirculated. Water is retained in recirculating sump to be used as pre-wash water for subsequent load. Phase time 1-3 minutes.
 - g. Exhaust: Unit stands idle for a sufficient length of time to remove the residual vapor from the air within the compartment. Phase time is programmable from 0-60 minutes.
- C. Construction:
- 1. All components must be non-proprietary, off-the-shelf parts that are locally available for purchase.
 - 2. All piping, jets, and components, including cabinet, valves, pumps and piping (including recirculation and drain piping) that come in contact with the recirculated wash solutions shall be provided in 304 stainless-steel.
 - 3. The base, washing chamber, detergent tank and recirculating sump shall be of welded 304 stainless steel construction without crevices and ledges for the potential buildup of debris and contamination. The base and chamber sump shall be of one-piece welded construction with the base containing integral door gutters and supports to accommodate the floor grating.
 - 4. The chamber shall have interlocking manual swing-out doors with double wall construction, insulated with rigid chloride-free insulation, and shall be equipped with a double bulb gasketed sealing system, safety exit hardware, heavy duty hinges, and a 12" x 16" double-paned tempered glass observation window.
 - 5. Washer walls, roof and doors shall be insulated with rigid chloride-free insulation and covered by protective stainless-steel panels.
 - 6. Wash chamber floor shall consist of heavy-duty stainless steel grating sections covering the entire floor to prevent personnel contact with hot treatment solutions or the steam coil. Grating sections shall be easily removable without tools for cleaning and maintenance. The sump shall be completely drained to no more than 32oz or liquid after each phase preventing cross contamination between treatment phases and cycles.
 - 7. Recirculating sump shall be equipped with an automatic solution level control, automatic rinse water fill, and stainless-steel steam coil heating for the recirculating treatment solutions. An automatic digital temperature controller mounted in the operator's panel shall display and monitor recirculating solution temperature. Recirculating sump shall have no openings beyond the base of the machine to emit vapor from recirculating solutions.
 - 8. Detergent reservoir shall be minimum 80-gallon capacity, heated by stainless steel steam coils. Reservoir shall be equipped with an automatic digital temperature controller, automatic water fill, automatic water level control, automatic drain valve, and overflow piping. Provide steam trap assembly for condensate removal.
 - 9. All recirculated treatments shall be under pressure from a 15-HP horizontal, closed-coupled "monoblock" type stainless steel pump with a mechanical seal. The pump systems shall be equipped with a direct reading pressure gauge. Vertical pumps are not acceptable.
 - 10. Stainless steel steam coils in the wash solution tank and chamber sump shall be provided complete with condensate return and steam traps. Steam coils shall be designed to ASME Section VIII, Div. 1, Unfired Pressurized Vessel Code, and shall be easily removable for cleaning or maintenance. Coils shall not be welded in place.
 - 11. Each treatment pump shall be equipped with a stainless-steel automatic self-cleaning screen, minimum 3-1/2" diameter x 18" long manufactured from perforated stainless steel. Screen shall have 1/16" diameter perforations and be inter-piped and inter-wired

- with pneumatically operated ball valves to collect debris during the treatment portion of each cycle and automatically direct the debris to the sewer when draining any treatment solution. Floor screens that accumulate debris from load to load are not acceptable.
12. Oscillating Jet System shall consist of the following:
 - a. Four (4) spray trees suspended from an oscillating or traveling carriage. A total of 40 machined jets each capable of 3.5 GPM @ 20-30 PSI mounted in the spray trees. Each spray tree shall be equipped with an additional jet spraying outward to rinse the inside cabinet walls.
 - b. Oscillating system shall be driven by a minimum 1/3 HP motor through a gear reducer. A reversible motor drive system is not acceptable. Driving the oscillating carriage by a rodless air cylinder is acceptable as well.
 - c. Oil tight micro switches are to be provided to guarantee oscillating reader system covers the entire length of the chamber.
 13. Spray system must be driven with a bi-directional, air drive unit in conjunction with the treatment schedule and equipped with a safety system to prevent the oscillating header from damaging items being washed. Interference of greater than 15 seconds will be annunciated visually and audibly to the operator.
 14. The washer shall be equipped with pneumatically actuated ball valves to control the output of the pump to the jet system, drain or detergent solution return system.
 15. Washer shall be provided with one (1) additional dry electrical contact for control for external damper(s) installed in the facility HVAC system (by customer).
 16. Water line to be protected from hammering by using slow closing valves. Water hammer arrestors are not required.
 17. Washer shall be provided with incoming utility shut-off valves for local isolation of steam, condensate, cold water and hot water.
 18. Rotary Spray Header type systems are to be an acceptable alternate to Oscillating Jet Systems.
 19. Temperature guarantees (refer to accessories) shall be provided as follows:
 - a. Final Rinse. Washer shall be provided with a 180F final rinse temperature guarantee. Final rinse timer will not start timing until recirculating water temperature has reached at least 180F, thus assuring entire final rinse time at 180F minimum. Recirculating temperature to reach 180F within 2-3 minutes after final rinse begins recirculation.
 - b. Wash Solution. Washer shall be provided with a 180F wash solution temperature guarantee. Wash timer will not start timing until recirculating wash solution temperature has reached at least 180F, thus assuring entire wash time at 180F minimum. Recirculating temperature to reach 180F within 2-3 minutes after wash solution begins recirculation.
 20. Within the control box shall be transformer for the control circuit, magnetic starters with overload protection for all motors and all other electrical components required for the machine operation.
 21. Two integrally wired and roof mounted LED lights shall be provided to illuminate the wash chamber. Interior mounted lights are not acceptable.
 22. The following safety features shall be provided:
 - a. Each door shall be fitted with a magnetic reed switch, which will stop all machine operations if door is opened during the cycle. To resume operation door must be closed and start button must again be pressed.
 - b. Red safety cables shall be installed inside the wash chamber (one on each side). If either cable is pulled, operation of the washer shall immediately stop. The unit must be reset by turning the power off, resetting the cable switch, turning the unit back on, and depressing the "Cycle Start" button to resume operation.

- c. Each door equipped with spring loaded, explosion relief type safety latches that readily open when pushed from inside the cabinet. Latches that lock and/or require additional hardware inside the cabinet to open are not acceptable.
 - d. Emergency Stop (ES) buttons provided on load and unload end control panels. Circuitry shall be connected to a normally open relay for added system reliability. If the operations of the wash cycles are interrupted by depressing the (ES) button, the operator must reset the button and cycle power "ON" and "OFF" to continue operations.
23. Washer shall be inter-piped and inter-wired so that only one connection shall be required for each service or utility.
24. The washer shall be supplied with four (4) NPT detergent injection ports and dry electrical contacts for installation of automatic detergent injection pumps. Washer sump shall also be equipped with two (2) half couplings for connection of external devices.
25. Place all serviceable components on either right- or left-hand side of washer as indicated on the Equipment Drawings.
26. Additional door for pass-through operation complete with safety switch and lights indicating washer is in operation or cycle is complete. Door shall meet all requirements stated above.
27. Top and sides insulated with minimum 2" thick rigid fiberglass covered by a protective stainless-steel jacket.
28. Washer shall be controlled by a name brand solid-state microcomputer control system that monitors and automatically controls all process operations and functions.
- a. Allow operator to program and store a minimum of twelve (12) unique complete cycles in a selectable menu of treatment processes.
 - b. Cycle phase times, temperatures and other key process parameters must be programmable and may be locked by supervisory password.
 - c. All cycle programming controlled by access code to insure process integrity.
 - d. Cycle programming must be reviewable on demand, with operator option to print cycle parameters (if a printer is included with the equipment).
 - e. Shall display real time in process cycle performance.
 - f. Programming must be accepted in military time and Fahrenheit. Times and temperatures expressed in minutes/seconds and tenths of a degree increments respectively.
 - g. Microcomputer controller to have internal battery to back up all programming, including user created cycles, for up to one (1) year from power loss.
 - h. All cycle deviations are alarmed both visually and audibly and recorded. All alarms must be acknowledged by operator.
 - i. A built-in service diagnostic program must be provided to permit system calibration and verification of satisfactory component operation. Service program must be secured by an access code.
 - j. Machine to be equipped with 10-amp Form C dry contacts to communicate with building DDC system and send a signal when the unit is turned on or off and a door is opened or closed.
 - k. Microcomputer controller must be provided with provisions for communication via Ethernet port.
29. Washer control panel must be inspected and labeled in accordance with applicable UL Standards.
30. Washer shall receive operator input via a highly visible color touch screen panel mounted on the load-end of the unit. The touch screen must display at a minimum cycle program data on demand and real time in-process cycle performance. All cycle deviations are alarmed both visually and audibly and must be acknowledged by the operator.

31. Washer shall be provided with incoming steam, cold water and hot water pressure gauges. Incoming cold and hot water shall also be provided with temperature gauges. All gauges must be located after service isolation valves.
 32. External vapor proof light that shall illuminate the wash compartment.
 33. Separate acid detergent treatment after the alkaline wash. Treatment pump and all components and piping that come in contact with acid solutions shall be stainless steel.
 34. Integral cool down tank controlled and recorded by the microprocessor. By mixing with cold water, all discharges shall be cooled to a guaranteed minimum of 140F before gravity draining to building drain system. Cool down tank shall be inter-piped and inter-wired for automatic operation with a temperature probe, visual temperature display on control panel and automatic drain valve.
 35. Instantaneous steam to water heat exchanger to raise hot water supply temperature 60-80F. Heat exchanger is inter-piped and inter-wired for automatic operation.
 36. Stainless steel entry/exit pit transition plates to bridge space between unit and pit.
- D. Provide the following accessories with unit.
1. Required Factory Acceptance Test Procedure (FAT) with operation and maintenance training for two (2) client selected technicians. All factory training costs included.
 2. Required Site Acceptance Test Procedure (SAT).
 3. Cross Contamination Prevention. To prevent potential cross-contamination, the washer shall be provided with a sump drain system that can completely drain the unit to no more than 32oz of liquid after each phase.
 4. Automatic Self-Cleaning Screen. The treatment pump shall each be provided with a self-cleaning debris screen having perforations considerably smaller than the machined jet orifices. The screens shall be inter-piped and inter-wired with the control system to filter all solutions and automatically flush debris to the building drain when the unit is drained.
 5. Hot Water Temperature Booster. The washer shall be equipped with an in-line, brazed plate steam-to-water heat exchanger to raise the house water supply temperature by approximately 60°F to 80°F. The heat exchanger shall be inter-piped and inter-wired for automatic operation.
 6. Temperature Guarantee. The operator may select to guarantee the temperatures for any wash or rinse phases in a cycle. If the temperature guarantee is selected, the phase shall not begin timing until the recirculated water temperature reaches the set point. If the recirculated temperature drops below the set point during phase, the timer shall stop. The phase timer shall continue from where it stopped once temperature has again met the set point, thus guaranteeing the proper temperature during entire treatment.
 7. Non-Recirculated Rinse System. The washer shall be provided with a separate stainless steel rinse header system that is piped independent of the wash system. Upon selection by the operator, clean, heated rinse water is dispensed from the independent header system without any wash component contact. This function may be selected by the operator for any rinse phase during a cycle. Rinse water must not be heated by the sump coil.
 8. High Efficiency, Low Consumption Rinse System. The washer shall be provided with a separate stainless steel rinse header system that is piped independent of the wash system. Upon selection by the operator, clean, heated rinse water is dispensed from the independent header system without any wash component contact. Additional programming shall be included allowing selection of this option by the operator for any rinse phase during a cycle. Rinse water must not be heated by the sump coil. System shall allow for processing of rodent cycles in ten (10) minutes without disinfection and fifteen (15) minutes with disinfection.
 9. Heated Rinse Water Tank. The washer shall be provided with a rinse side tank of no less than 160 gallons to allow for the preheating and staging of rinse water. A stainless-steel steam coil shall be provided in the tank to heat and maintain the required temperature.

- The tank shall be equipped with automatic temperature control, automatic water fill, automatic level control, and overflow piping.
10. Detergent Reuse Tank. The washer shall be provided with a wash solution side tank of no less than 160 gallons to allow the reuse of the alkaline detergent solution. The system shall automatically return the alkaline detergent solution to the side tank or pump to drain based on the operator selected parameters. The tank shall be equipped with automatic water fill, automatic level control, and overflow piping. A "Drain" / "Reuse" push button on the control panel shall give the operator the capability to direct the solution either to drain or back to the solution tank.
 11. Tank Descaling System. The Heated Detergent Reuse Tank System shall be provided with a descaling spray header system and tank agitation system to facilitate the automated removal of scale buildup. Spray header must be manipulated in such a manner as to ensure complete coverage of the tank.
 12. Acid Reuse Tank. The washer shall be provided with an acid solution side tank of no less than 160 gallons to allow the reuse of the acid detergent solution. The system shall automatically return the acid detergent solution to the side tank or pump to drain based on the operator selected parameters. The tank shall be equipped with automatic water fill, automatic level control, and overflow piping. A "Drain" / "Reuse" push button on the control panel shall give the operator the capability to direct the solution either to drain or back to the solution tank.
 13. Automatic Exhaust Damper. An automatic damper shall be provided to control the exhaust of the cabinet, partially open during washer operation and fully open during exhaust phase.
 14. Auxiliary Accessory Wash System. The washer shall be equipped with an internally mounted quick-disconnect solution coupling capable of diverting wash and rinse recirculated solutions through attached accessories. System must be inter-piped and inter-wired for automatic operation upon operator selection.
 15. Strip Chart Printer. A 40-column impact printer with paper take-up will be provided to record all cycle program parameters and process performance data. Each program time / temperature profile may be printed as required.
 16. Controller Program Back-up. Manufacturer must provide a method for restoring or reinstalling the factory provided controller programming in the event that the controller requires replacement or data is corrupted. Facility operator must be able to complete this task without the on-site assistance of the manufacturer or associated service personnel.
 17. Service Communication Port. A communication port must be provided to allow for remote access by the manufacturer to the equipment control system. Manufacturer must be able to provide control programming upgrades through this communication system.
 18. Knocked down Shipment. Washer must be able to be disassembled into sections that will pass through standard 3'-6" x 6'-8" doorway. Unit shall be re-assembled onsite by factory trained personnel.
 19. Barrier Wall Flanges. Washer shall be provided with a stainless-steel trim flange to enclose the opening between one end of the washer and wall conditions.
- E. Guarantee
1. Equipment and all associated accessories included in this specification are to be guaranteed against defective material and workmanship for a period of two (2) years from the date of acceptance by the customer.
 2. Equipment shall be provided with a component list that includes a cross-reference of the manufacturer part number to the supplier part information including applicable make and model data.

F. Materials (all stainless steel, S.S., type 304):

Item	Material
1. Base & Recirculating Sump	12 Gauge S.S. #2B Finish.
2. Wash Solution Reservoir(s)	12 Gauge S.S. #3 Finish.
3. Door Frames	2" x2" x 3/16" S.S. Angle.
4. Door Panels	16 Gauge S.S. #3 Finish.
5. Side and Top Panels	14 Gauge S.S. #3 Finish.
6. Recirculating Pump Piping	S.S.
7. Internal Water & Steam Piping	S.S.
8. External Water Piping	Brass
9. Spray Jets	S.S.
10. Grating	S.S.
11. Steam Coils	S.S.
12. Barrier Flange	20 Gauge S.S. #3 Finish.
13. Insulated Jacket	20 Gauge S.S. #3 Finish.

G. Utility Requirements:

1. E	3 -Phase / 60 Hz /460V (single point connection)
2. ST	2" NPT (50-80 PSI dynamic, Ave Flow Rate: 1200 lbs./hr.)
3. COND	1" NPT, 0psi Backpressure
4. HW	1-1/2" NPT, 35-50 PSI, 50 GPM @ 140°F +/- 5°F, 40-gallon sump capacity
5. CW	1-1/2" NPT, 35-50 PSI, 60 GPM @ 50°F +/- 5°F
6. A	1/2" NPT, 80-100 PSIG, 6 CFM
7. D	4" floor drain, 120 GPM
8. EXH	12" I.D. Corrosion-Resistant Duct. 450 CFM @ ¼ IWC Static Pressure. Saturated Vapor at 190°F
9. Data	CAT5 Ethernet Line with External VPN Access or Pots Analog Data Line, Dedicated Line for Modem, RJ11

H. Equipment item(s) shall be OFCI with MIS.

I. Acceptable Manufacturers: Unit(s) shall be equal to Lynx Product Group model 410LX [Pass Through]. Unit(s) manufactured by Northwestern/Better Built and Vivus Technologies shall be considered equal provided that they meet the requirements of this specification.

2.2 TW: TUNNEL WASHER

A. Product Description:

1. Application: Heavy duty, conveyORIZED, hydrospray washer designed for thorough, efficient cleaning of cages, debris pans, bottles, feeder bowls, and miscellaneous items used in care of laboratory animals.
2. Size:
 - a. Overall Dimensions: 67"W x 85"H x 22'-6"L (includes 7' tunnel dryer)
 - b. Tunnel Opening: 31"W x 25"H
 - c. Conveyor Size: 30"W belt
 - d. Conveyor Speed: Variable 2-10 feet/minute
 - e. Dryer: 30" W x 84" L
 - f. Sections: Infeed conveyor, 36" pre-wash, 78" recirculated wash, 54" recirculated rinse, fresh rinse, 7' Double blower fully automatic dryer, and 3' unload discharge conveyor.

- B. Operation: Items to be cleaned are loaded manually in inverted position on load end of conveyor belt. Items are conveyed automatically through various treatments and discharged.
1. Treatment Schedule: A treatment schedule shall be automatically programmed as follows:
 - a. Pre-Wash: Water recovered from the recirculated rinse tank under pump pressure flushes items to remove gross debris. Spent solution is directed to drain.
 - b. Recirculated Alkaline Wash: Hot detergent solution is recirculated through the jet system under pump pressure. Temperature adjustable to 190°F.
 - c. Recirculated Rinse: Hot water is recirculated through the jet system under pump pressure. Temperature adjustable to 190°F.
 - d. Non-Recirculated Final Rinse: Hot water from house supply is heated through a steam heat exchanger and sprayed through the jet system. Spent solution drains to recirculated rinse tank. Temperature adjustable to 195°F.
 - e. Drying: Shall be accomplished by circulating heated air over the items being dried. Air shall be drawn from the dryer compartment and circulated by a centrifugal blower through a finned type steam coil and returned to the dryer compartment. The duct compartment shall be provided with an adjustable air intake, to allow low humidity air to be fed into the system. Air entering the system shall pass through a dry type filter. Additional hot air shall circulation is provided through the use of a top mounted 3 HP auxiliary blower.
- C. Construction:
1. Frame, recirculating tanks, and cabinet of welded stainless steel construction. Frame equipped with adjustable legs and supports for pumps, steam heat exchanger and drive mechanism.
 2. Top, bottom, sides, and ends are insulated with 2" non-toxic, non-hygroscopic rigid foam insulation covered by a protective 18 gauge stainless steel jacket, #4 finish.
 3. Splash proof doors are provided for access to jet systems and interior. Doors are insulated with 2" non-toxic, non-hygroscopic rigid foam insulation and are equipped with silicone sealing gaskets, latches, safety switches, and heavy duty self-closing hinges. Doors are removable for cleaning and maintenance.
 4. Each recirculating tank equipped with an automatic solution level control, safety overflow piping, manual drain valve and stainless steel steam coil heating for recirculating treatment solutions. Automatic digital temperature controllers mounted on the operator's panel will display and monitor recirculating solution temperatures.
 5. Stainless steel steam coil heating for wash and recirculating rinse tanks complete with condensate return, steam traps and strainers. Steam coils shall be designed to ASME Section VIII, Div 1, Unfired Pressurized Vessel Code and be easily removable for cleaning and maintenance. Coils shall not be welded in place.
 6. Wash solutions under pressure from a minimum 7-1/2 HP pump and recirculated rinse and pre-wash systems shall be under pressure from a minimum 5 HP pump. Both pumps are Centrifugal or close coupled "Monobloc" type, or approved equal, with mechanical seals. Each pump is equipped with a direct reading pressure gauge.
 7. Automatic Self-Cleaning Screen: The discharge of the wash treatment pump is equipped with a stainless steel automatic self-cleaning screen, manufactured from perforated stainless steel with 1/16" diameter perforations. Screen accumulates debris prior to the jet system and is automatically flushed at times periodic intervals. Fully ported, motor-operated ball valves direct the solution flow to the jet system or the drain.

8. Pre-wash, wash and recirculating rinse treatment solutions equipped with easily accessible stainless steel drawer type screens. Screens manufactured from perforated stainless steel with perforations smaller than machined jet orifices to filter all recirculated solutions and prevent jets from clogging.
9. Jet systems for pre-wash, wash and recirculating rinse sections composed of machined jets fitted into headers. Each header equipped with a quick disconnect fitting for easy removal without use of tools. Jets properly sized and feed lines contain throttle valves to hydraulically hold down light plastic cages and steel pans to conveyor belt.
10. Electrical Control System:
 - a. Control shall be by a commercial, non-proprietary Allen Bradley Microprocessor, which shall control all sequences and operations. The microprocessor is capable of infinite variation in treatment schedules, self-cleaning cycles, etc., and will be programmed to meet the customer's specific needs. The cycles are adjustable in both time and function. The controller is housed in the stainless-steel enclosure.
 - b. Within the control box is a microprocessor controller, magnetic starters with overload protection for all motors, transformer for the 1/60/115-volt control circuits, and all other electrical components required for the machine operation.
 - c. An optional printer may be provided for hard copy record keeping. Printer may be integral with the control panel, or remotely located in a supervisor's office. (Please consult manufacturer regarding preference)
 - d. The load and unload ends are to be equipped with a drive system emergency stop button and warning lights.
 - e. A built-in service diagnostic program, accessible by service code, will be provided and displayed to permit system calibration and verification of satisfactory component operation.
 - f. Ports for both Ethernet and RS-232 communication will be provided.
11. Safety Features:
 - a. Emergency stop push/twist unlock buttons at both ends of unit to terminate all process and conveyance functions. Processing resumed by resetting emergency stop button and activating cycle start button.
 - b. Each chamber door with a disconnect switch to terminate all process and conveyance functions upon opening any door. Processing cannot be resumed unless all doors are fully closed. All emergency conditions are audibly and visually enunciated.
12. Final rinse jet system consists of spray headers with machined jets and throttle valve in the line for optimum water use. System equipped with a steam heat exchanger to raise house hot water supply temperatures by 190°F-195°F. Heat exchanger supplied with temperature gauge and automatic/pneumatic steam throttle valve to adjust final rinse system temperature.
13. Drive system shall consist of a minimum 1/2 HP AC motor, gear reducer, automatic safety overload friction clutch and variable speed drive.
14. Conveyor system shall include one stainless steel flat wire mesh belt continuous through washer and dryer, sprockets at both drive and idler ends for positive tracking of belt, adjustable take-up bearings on idler end, and stainless steel guides and supports along entire length.
15. Onboard detergent dosing pumps control utilization rate of detergent. Connection points and couplings provided by tunnel washer manufacturer. Tanks/pumps provided by detergent supplier.

16. Low water cut-off to protect pump in each recirculating tank that will cease operations and automatically fill tank to proper level. Status lights shall indicate which tank is low and operations will resume automatically when tank is full.
17. Stainless steel baffles and neoprene curtains between each treatment section and at both ends, to minimize the carry-over water.
18. All serviceable components are located on one side of washer interpiped and interwired to minimize connections required for each service and utility.
19. Stainless steel trim flanges to enclose opening between machine and masonry opening or other equipment.
20. All pumps, valves, piping and other components that come in contact with recirculating solutions shall be furnished in stainless steel. Incoming water and steam pipes, and condensate return and drain piping are stainless steel.
21. The washer shall be shipped in sections for entry into building. Sections and sump joints shall be then bolted together on site to eliminate any possibility of leakage.
22. Temperature guarantee for both recirculating tanks. If recirculating solution temperature drops below set temperature, conveyor belt shall temporarily stop until recirculating solution reaches proper temperature. Status lights will indicate which tank is not at proper temperature.
23. Drain Discharge Cooler: The washer is provided with a cool down cycle integral with the washer to accept all sump drain discharges. By mixing with cold water discharges are cooled to a minimum of 140°F before gravity draining to building drain system.
 - a. Heat Reclaimer/Drain Discharge Cooler: The constant effluent discharge from the pre-wash treatment may be cooled via a heat reclaim process whereby heat from the pre-wash solution is transferred to the incoming house water supply, thereby reducing the amount of cold water needed for drain cooling, while raising the house water supply temperature, and decreasing the amount of steam required to raise the water to the desired final fresh rinse temperature.
24. For preventive maintenance testing and troubleshooting.
 - a. Built-in service diagnostic program to permit system calibration and verification of component operations.
 - b. Cycle/Day Count Recall System: To remind operator when a complete preventive maintenance check is required.
 - c. Descaling Cycle: To remove scale and other hard water deposits from chamber and recirculation piping without the need for additional cycle programming. Factory programmed: user modifiable. Includes fresh rinse and booster heater water piping. Automatic drain valves are included in this feature.
25. Discharge Conveyor: Washer is furnished with a 4' long powered discharge conveyor. This is an extension of the washer/dryer conveyor system. A photoelectric switch shall be located at the end of discharge conveyor to stop powered conveyor drive when an item reaches end of conveyor. Photoelectric switch can be activated/deactivated by microprocessor and/or a control panel switch depending upon whether cage components continue through to the bedding dispenser or not.
26. The equipment manufacturer is responsible for providing manual utility (i.e. hot water, cold water, steam compressed air, etc) shut off valves prior to connection at equipment. Each utility shall be provided with a temperature and/or pressure gauge as appropriate. The washer is designed for a single service connection for each utility, including exhaust. The exhaust vents, equipped with manual dampers, feed into a plenum, with a single exhaust connection to the facility exhaust system.
27. Water Hammer Arrestor: The washer is equipped with a water hammer arrester to protect equipment from possible damage due to water hammer.

D. Additional Features:

1. Dedicated CPU unit and software upgrade to remote relevant cycle data of the tunnel washer, inclusive of the tele-service facility.
2. Required Factory Acceptance Test Procedure (FAT) with operation and maintenance training for two (2) client selected technicians. All factory training costs included.
3. Required Site Acceptance Test Procedure (SAT).

E. Utility Requirements:

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|----|-----------------------------|--|
| 1. | Cold Water (CW) | 3/4" NPT, 30psi, 25gpm @ 70°F (for drain cooling) |
| 2. | Hot Water (HW) | 1-1/2" NPT, 40psi, 8gpm @120°F +/- 5°F, (for final rinse) |
| 3. | Steam 1 (ST) Washer | 2-1/2" NPT; 40-80 PSI dynamic; Average flow rate 1400 lbs/hr. For equipment requiring a lower steam pressure, manufacturer shall furnish a steam pressure reducing valve for installation under Division 23. |
| 4. | Steam 2 (ST) | Dryer 1- 1/2" NPT; 35- 80 PSI dynamic; Average flow rate 600 lbs/hr For equipment requiring a lower steam pressure, manufacturer shall furnish a steam pressure reducing valve for installation under Division 23. |
| 5. | Condensate Return | 1" NPT (5 required) |
| 6. | Drain (D) | 2" floor drain min; Max flow rate 50 gpm |
| 7. | Exhaust Vent (EXH) required | Two (2) 18"dia corrosion resistant duct. 3,125 cfm total exhaust required |
| 8. | Electrical (E) | 480V, 60 Hz, 3-phase, 50Amps min. |
| 9. | Compressed Air (A) | Three (3) 1/4". 25gpm, 3 cfm @ 80 psi |

F. Materials – All stainless steel is type 304 unless otherwise noted.

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|-----|----------------------------|---|
| 1. | Frame | St. Stl. Structural & Angle |
| 2. | Tanks | 12 Gauge, St. Stl., #2B Interior Finish |
| 3. | Cabinet | 14 Gauge, St. Stl., #2B Interior Finish |
| 4. | Recirculating Pumps Piping | Stainless Steel |
| 5. | Water Piping – Internal | Stainless Steel |
| 6. | Water Piping – External | Stainless Steel |
| 7. | Steam Piping – Internal | Stainless Steel |
| 8. | Steam Piping – External | Stainless Steel |
| 9. | Condensate Return Piping | Stainless Steel |
| 10. | Spray Jets | Stainless Steel, Type 316 |
| 11. | Wash and Rinse Pump | Stainless Steel, Type 316 |
| 12. | Drain Piping – Internal | Stainless Steel |
| 13. | Drain Piping – External | Stainless Steel |
| 14. | Steam Coils | Pipe, St. Stl., Schedule 40 |
| 15. | Insulation Jacket | 18 Gauge, St. Stl., #4 Finish |
| 16. | Barrier Flange | 16-20 Gauge, St. Stl., #4 Finish |

G. Unit(s) to carry a two (2) years parts and labor warranty.

H. Equipment item(s) shall be OFCI with MIS

I. Acceptable Manufacturers: Unit(s) shall be equal to Lynx Product Group model 530LXi . Unit(s) manufactured by Northwestern/Better Built and Vivus Technologies shall be considered equal provided that they meet the requirements of this specification.

PART 3 - EXECUTION

3.1 INSPECTION

Check for shipping damage. Reject units with scratches, dents or other defects that cannot be readily corrected.

- A. Check job site to insure that rough-ins and substrates are correct and that equipment will fit as indicated on Equipment Drawings. Do not proceed with installation until defects or oversights are corrected.

3.2 INSTALLATION

- A. Uncrate all equipment and place in locations shown on Equipment Drawings. Remove all crating materials and packing debris.
- B. Install all items in accordance with Manufacturer's standards. Provide all accessories necessary for a complete installation.
- C. Verify plumbing, ventilation and electrical connection requirements for all equipment and coordinate connections with work of Division 15 and 16.

3.3 ADJUST AND CLEAN

Check operation and installation of equipments as necessary to meet Manufacturer's or these specifications (whichever is more stringent).

- A. Repair or replace defective or damaged components at no cost to the Owner.
- B. Clean and polish equipment in accordance with Manufacturer's recommendation before and after demonstration for Owner. Leave ready for use with copy of instruction manual attached to equipment in a manner to be specified by Owner's Representative.
- C. Each manufacturer shall submit with his Contract Price proposal an itemized list of available accessories for Owner's selection as part of this work. Provide unit prices for these accessory items; unit price cost shall be valid through entire construction period of project and for an additional 90 days after substantial completion.

3.4 SERVICE CONTRACT

- A. Each manufacturer shall submit a service contract for his piece of equipment and cost of same. Owner shall determine if contracts are to be accepted.

FINANCIAL PROPOSAL

Provide pricing as described in proposal and required above. Include a separate document for pricing if necessary, consistent with the format here presented. Kent State University expects that all costs are included in the overall prices proposed, and that there will be no additional expenses billed to the University for any reason.

(End of section.)

7.0 DEFINITIONS

Addendum(a): Written instruments, issued solely by the Kent State University Procurement Department, that detail amendments, changes, modifications, or clarifications to the specifications, terms and conditions of this Request for Proposal (RFP). Such written instruments shall be the sole method employed by the Procurement Department to amend, change, modify or clarify this RFP, and any claims (from whatever source) that verbal amendments, changes, modifications or clarifications have been made shall be summarily rejected by the Procurement Department.

Agreement, Contract, Purchase Order: Formal award resulting from the RFP.

DI: "Design Innovation"

FTE: "Full Time Equivalent/Equivalency"

HECVAT: "Higher Education Cloud Vendor Assessment Tool Lite" (see §4.46)

KSU: "Kent State University"

LMS: "Learning Management System"

MSA: "Master Service(s) Agreement"

May, Should: Indicates something that is requested but not mandatory. If the Proposer fails to provide information, the Kent State University Procurement Department may, at its sole option, either request that the Proposer provide the information, or evaluate the Proposal without the information.

OUA: "Office of the University Architect"

Proposal Closing Date: The date and time specified in the RFP by which a sealed proposal must be received by the Kent State University Procurement Department. Proposals received after the stated date and time will not be considered.

Proposal Issue Date: The date and time the RFP process is opened for submission by prospective vendors.

Proposal, Quotation: Response provided by proposer.

Proposer, Vendor, Carrier, Provider, Offeror: Respondent to the RFP.

RFP: "Request for Proposal"

Shall, Must, Will: Indicates a mandatory requirement. Failure to meet mandatory requirements will invalidate the proposal, or result in the rejection of a proposal as non-responsive.

SLA: "Service Level Agreement"

SOW: "Statement of Work"

SSO: "Single Sign-On"

VPAT: "Voluntary Product Accessibility Template" (see §3.16)

8.0 SAMPLE OF RESPONSE FORMS 1-9 AS FOUND IN DYNAMICFORMS
(FOR ILLUSTRATIVE PURPOSES ONLY.)



Procurement Department
Request for Proposal Forms

Form 1: Request for Proposal Attestation Form

Kent State University Kent Campus

RFP No.: [sequential RFP number]

RFP Description: [RFP Title]

Date of Issue: [Day, Month, Date, Year]

Proposals Due: [Day, Month, Date, Year] **no later than 4:30 PM Eastern.**

Proposals must be received electronically through DynamicForms. No other submission method will be accepted, unless otherwise disclosed in the RFP Instructions and Specifications. The confirmation of receipt of your response must be noted as "Signed" no later than the "Proposals Due" date and time specified above. The Forms History of your DynamicForms account will also note the date and time of your proposal submission. Proposals submitted after the "Proposals Due" date and time specified above will be rejected.

Proposals are to be submitted in accordance with the RFP Instructions and Specifications. There will not be a formal proposal opening.

The Procurement Department shall at all times reserve the right to reject any or all proposals, award partial proposals, waive any proposal informalities or irregularities, and request new proposals if doing so is deemed to be in the best interests of Kent State University.

By signing this document, I am agreeing, on behalf of my firm, to the specifications of this Request for Proposal and accepting, without exception or amendment the Instructions, Agreement Terms, and Specifications as set forth in this document. Any and all Purchase Orders resulting from this Request for Proposal shall be subject to these Instructions, Agreement Terms and Specifications, as incorporated herein.

Submitted By *
Company Name

Authorized Signature Date

* *
Printed Name *Title*

The Proposal, including all appendices, must be submitted in a single PDF file. Forms requiring signature (s) will be signed and submitted via DynamicForms within this document.

Official Proposal *

Additional supplementary PDF documents should be attached, **only** if mandated in the Request for Proposal Instructions. In addition to its PDF file attachment, spreadsheets in .xls format must be emailed directly to Contract Manager if it is a requirement of the Request for Proposal.

Supplementary Document



Procurement Department Request for Proposal Forms

Form 3: Type of Business Form: (check all applicable classifications)

- Large Business**
- Small Business** – An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years. Department of Minority Business Enterprise (DMBE) certified women-owned and minority-owned business shall also be considered small business when they have received DMBE small business certification.
- Women-Owned Business** – A business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.
- Minority-Owned Business** – A business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.
- Ohio Certified MBE** (Attach Certificate)
- Ohio Certified EDGE** (Attach Certificate)
- Ohio OMSDC/NMSDC Certification** (Attach Certificate)
- Veteran-Owned Business** (Attach Certificate)
- WBENC Certification** (Attach Certificate)
- Other MBE or Women-Owned Certification** (Attach Certificate)



Procurement Department Request for Proposal Forms

Form 4: Buy Ohio Bidder and Product Information

All bidders are requested to complete the following information:

1. Is bidder an Ohio vendor?
 Yes No
2. Bidder qualifies as an Ohio bidder because it:
 - Is offering an Ohio product.
 - Has a significant Ohio economic presence.
 - Is located in a border state (Kentucky, Michigan, New York, Indiana or Pennsylvania) that imposes no greater restriction than contained in section 125.09 and 125.11 of the Ohio Revised Code.
3. Bidder does not qualify as an Ohio bidder
4. All products offered in this bid are Ohio products except those listed below:



Procurement Department Request for Proposal Forms

Form 6: Standard Affirmation and Disclosure Form for Executive Order 2010-09S Banning the Expenditure of Public Funds on Offshore Services

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE: By the signature affixed to this response, the Bidder/Offeror affirms, understands and will abide by the requirements of Executive Order 2011-12K issued by Ohio Governor John R. Kasich. If awarded a contract, the Bidder/Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is available at the following website:
<https://www.scph.org/sites/default/files/editor/N-002B-EO%202011-12K.pdf>.

The Bidder/Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the Bidder/Offeror not responsive and no further consideration will be given to the response. Bidder/Offeror's offering will not be considered. If the Bidder/Offeror will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

*
Street Address

*
City, State, Zip

Name/Principal location of business of subcontractor(s):

Name

Street Address, City, State, Zip

Name

Street Address, City, State, Zip

2. Location where services will be performed by Contractor:

*
Street Address

*
City, State, Zip

Name/Location where services will be performed by subcontractor(s):

Name

Street Address, City, State, Zip

Name

Street Address, City, State, Zip



Procurement Department Request for Proposal Forms

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

*
Street Address

*
City, State, Zip

Name/Principal location of business of subcontractor(s):

Name

Street Address, City, State, Zip

Name

Street Address, City, State, Zip

Name

Street Address, City, State, Zip

Name

Street Address, City, State, Zip

Name

Street Address, City, State, Zip

4. Location where services to be performed will be changed or shifted by Contractor:

*
Street Address

*
City, State, Zip

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

Name

Street Address, City, State, Zip

Name

Street Address, City, State, Zip

Name

Street Address, City, State, Zip

Name

Street Address, City, State, Zip

Name

Street Address, City, State, Zip



Procurement Department Request for Proposal Forms

Form 7: Electronic Information Technology (“EIT”) Compliance Form

- I have completed Section Electronic Information Technology (“EIT”) Compliance section of the RFP and submitted all the required documents

Electronic Information Technology (“EIT”) Compliance: If the proposed product or service is an Electronic Information Technology (“EIT”) product or service as such products or services are defined below in this Section, then your proposal must include a response to this section so the proposed product or service can be evaluated by University personnel for compliance with the University Policy 4-16.

“EIT” product(s) and/or service(s) include, but are not limited to, systems and application software (including mobile), online services such as learning management systems, content management systems, access portals, online marketing solutions, websites, web content and multimedia, digital materials (video, audio, etext, ebooks, lab simulations), telecommunications, and self-contained products such as displays, kiosks, touchscreens, operable controls (key carded door openers), and personal response systems.

If the proposed product or service is not an EIT product or service, consider this section complete.

Pursuant to University Policy 4-16, Kent State University is committed to ensuring that its electronic and information technologies, including but not limited to, all information provided through university and thirdparty websites, online learning and course management systems, and curriculum, institutional and administrative data systems: (a) provide equal opportunity to the educational benefits and opportunities afforded by the technology; (b) provide equal treatment in the use of such technology; and (c) be accessible to individuals with disabilities in compliance with Section 504 of the Rehabilitation act of 1973, as amended and the Americans with Disabilities Act of 1990, as amended (ADA-AA) and other applicable laws of the State of Ohio.

Requirements for Vendors submitting a proposal for an “EIT” product and/or service: Provide information about the digital accessibility of proposed product(s) and/or services(s). This process is handled via an online form. Please carefully read the instructions below:

- a. In a web browser, visit bit.ly/eitvendorsurvey. The form should be completed by Vendor’s **lead technical staff member** best suited to share information about the digital accessibility of the product and/or service.
 - i. PLEASE DO NOT START FORM until [previewing of the list of questions](#) that will be asked.
 - ii. If available, please make sure to attach a completed VPAT when completing the form. A blank template of the VPAT is available at www.itic.org/policy/accessibility.
 - iii. NOTE: KSU may, in its sole discretion, deem as non-responsive, any form submission that is deemed by the university as incomplete.

- I am not required to complete Section 4.49 Electronic Information Technology (“EIT”) Compliance section of the RFP.



Procurement Department Request for Proposal Forms

Form 8: Data Security Requirements/PCI Compliance Form

Will this product or service have involvement in creating, storing, processing, transmitting, or accessing University data or handling financial transactions?

If yes, will any data be removed by, accessed from, copied to, or created within systems that do not reside within the geographical boundaries of Kent State University?

If yes, complete the appendage titled "Security Questionnaire for External Service Providers". Include a copy of any applicable audit or security assessment reports or certifications such as: SAS 70 or its replacement SSAE 16, SOC 2, or ISO 27001 and include copies of any applicable corporate information security policies or other supporting documentation that will substantiate the questionnaire responses.

- I have completed Section Data Security Requirements/PCI Compliance section of the RFP and submitted all the required documents.
- I am not required to complete Section Data Security Requirements/PCI Compliance section of the RFP.



Procurement Department
Request for Proposal Forms

Form 9: Electronic Invoicing and Payment Capability Form

All bidders are required to complete the following information:

Does your company offer electronic invoicing?

* Yes No

Is your company capable of receiving payment via ACH transfer?

* Yes No

Signature _____

Date: _____

(End of document.)