



**KENT STATE**  
UNIVERSITY  
**Procurement Department**

**REQUEST FOR PROPOSAL #1954**

**RFP #1954:** **Supply and Deliver Athletic Medical Supplies for  
the Department of Intercollegiate Athletics**

**DATE OF ISSUE:** **Monday, May 6, 2024**

**PROPOSALS DUE:** **Friday, May 24, 2024, 4:30 PM Eastern**

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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:



Lawrence W. McWilliams III, C.P.M., Director  
Kent State University, Procurement Department  
330 Harbour Hall, 615 Loop Road  
Kent, Ohio 44242-0001  
Phone: 330-672-2276  
Fax: 330-672-7904  
[procurement@kent.edu](mailto:procurement@kent.edu)  
[www.kent.edu/procurement](http://www.kent.edu/procurement)

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APPENDIX	RFP 1954 Specifications and Response Form (must be completed and submitted via DynamicForms with other required submission elements)	} Distributed with RFP and downloadable at <a href="https://kent.edu/procurement/bids">https://kent.edu/procurement/bids</a>

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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:

- **Monday, May 6, 2024:** RFP issued
- **Friday, May 24, 2024, 4:30 PM Eastern:** Proposals due via DynamicForms submission; Appendix A (Excel Specifications and Pricing Form) also submitted via DynamicForms AND emailed to Larry McWilliams per the Instructions of this RFP; distribution and evaluation of proposals to begin the following **Tuesday, May 28, 2024**
- **Late May/early June 2024:** Anticipated issue of purchase orders to selected vendors
- **Monday, June 24, 2024:** Deadline for successful vendors to place their orders with their manufacturers
- **Monday, July 22, 2024:** Deadline for delivery of all products to Kent State University

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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](http://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 and Appendix A (Specifications and Pricing Form), must be completed, dated, and signed by a responsible company official, in addition to the information requested of your company.** Forms 1 through 9 and Appendix A must be completed and submitted via DynamicForms, and another copy of Appendix A (Specifications and Pricing Form) must be completed and returned to Larry McWilliams via email to [lmcwilli@kent.edu](mailto:lmcwilli@kent.edu).

**Pricing must be provided on the RFP Specifications and Pricing Form (Excel attachment accompanying this RFP). Do not alter the RFP Specifications and Pricing Form, and do not submit pricing in any other format but the RFP Specifications and Pricing Form. The copy that is submitted via DynamicForms may be scanned in .pdf format, but the copy that is returned via email to Larry McWilliams in Procurement MUST BE MAINTAINED IN EXCEL. Vendors not submitting their pricing on the RFP Specifications and Pricing Form and/or failing to maintain the Excel formatting of the email return copy will be disqualified and their bids will be rejected.**

**It is the responsibility of the respondent to ensure that all required documentation, as enumerated above, arrives on time and at the designated location. Any submissions received after the stated date and time, or those that do not contain the required information as enumerated above, or the correct number of copies, 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 contractors 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 contractors 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 this agreement at like discounts for the represented manufacturers.
- 3.3 **Specifications:** Specifications have been based on products and services familiar to the University and are firm as listed, however reasonable alternates may be considered unless noted otherwise.
- 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 Respondent is unclear to the University, the University may request additional explanation from the Respondent for the purpose of evaluation and decisions. The respondent shall answer requests for additional information or clarification in writing, and these responses will become part of the company's overall submission. Respondents 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 single supplier (or multiple suppliers if deemed appropriate) 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 **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.

- 3.11 Valid Proposals:** Proposals will be considered valid for a period of one hundred-eighty (180) days after the scheduled due date, unless otherwise noted.
- 3.12 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.
- 3.13 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., and section 10a-10 d. 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.
- 3.14 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:

Pay required taxes to the state of Ohio; and are registered and licensed to do business in the state of Ohio with the Office of Secretary of State; and 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.

- 3.15 H.B. 476, State Contract and Boycotting:** Pursuant to R.C. 9.76(B) Consultant warrants that Consultant 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.
- 3.16 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 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. In a web browser, visit <http://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 [reviewing 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 <https://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.

**3.17 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.

*(Section 4 follows, next page.)*

#### 4.0 REQUEST FOR PROPOSAL 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 contract. Purchase orders will be issued for the purchase of the products 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 intent to terminate; except that any breach of this contract shall be just cause to terminate immediately the contract and any obligations existing thereunder without any prior notice to you. Termination resulting from breach of contract will be cause, at the sole discretion of the Procurement Department, to suspend the proposer from submitting a proposal on any project at the university for a period up to three (3) years.
- 4.3 **Choice of Law:** This Request for Proposal will be governed by 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 **Contractor Responsibilities:** The selected contractor shall be deemed by the University as an independent contractor and shall not, during the term of the contract, or any renewals or extensions thereof, sell, assign, transfer, sublet, or sublease all or any part thereof without the prior written consent of the University; and, should contractor become insolvent, or if proceedings in bankruptcy shall be instituted by or against contractor the remaining or unexpired portion of the contract shall, at the election of the University, be terminated. Contractor will be required to assume responsibility for all services offered whether or not it produces them.
- 4.6 **Value:** Because the volume cannot be predetermined, any contract resulting from this RFP will not guarantee a specific amount of business, or income. It should also be noted that any contract resulting from this RFP is not an exclusive contract. The University will reserve 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 successful proposer 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 State University, Kent, Ohio, 44242. 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 **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.

Kent State 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. To that end, please indicate your company's capabilities for electronic invoicing and payment where appropriate in Section VI of this document.

- 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:** Proposer shall guarantee 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 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 Intercollegiate Athletics, the Controller's Office, 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:** Contractor 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. Company representative shall have primary responsibility for processing and correcting all breaches of this contract and

shall be authorized to accept emergency and special orders. Contractor must notify the University when the regular sales representative is on vacation and identify the individual acting in his/her absence.

- 4.19 Partnership Introduction:** Contractor will be required to assist in the introduction and cost of promotion of Kent State University and contractor partnership to Kent State University's Kent Campus [and seven (7) Regional Campuses]. All promotional and marketing methods must be approved by the Procurement Department prior to release. Utilization of partnerships by the Kent State University community is not mandated; therefore, it is in the best interest of the contractor to contact each department/campus to promote their products and this partnership.
- 4.20 Extending Contract:** The bidder's response to this RFP must state whether or not the offer will permit the use of this contract by other Kent State University Campus locations and other Universities within Ohio. An answer to this issue must be submitted within the response. Bidder may reserve the right to evaluate and assess a unique service charge on each participating institution.
- 4.21 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 contractor. 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.
- 4.22 Parking:** Kent State University operates under a paid parking system. All successful Proposer owned vehicles and privately-owned vehicles of successful Proposer 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.
- 4.23 Federal, State and Local Laws:** The proposer shall, in the performance of work or services on this job, 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.
- 4.24 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.
- 4.25 Permits, Certificates, etc.:** The proposer shall obtain all permits, certificates of inspection, etc. relating to his/her work, and shall pay all charges connected therewith.
- 4.26 Indemnification/Hold Harmless:** Proposer 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 contractor, its officers, agents, employees and subcontractors.
- 4.27 Force Majeure:** If Kent State University or the contractor 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.
- 4.28 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 32 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.

- 4.29 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 VI, 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.
- 4.30 Marketing and Advertising:** No supplier providing products or services to Kent State University shall willfully obtain the name, identifying marks or property of Kent State University for its own promotional purposes.
- 4.31 Use of Designs:** Proposer 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 Kent State University and use such items only in the production of item(s) awarded as a result of the RFP and not otherwise, without the prior written consent of the university. Upon demand or completion of resultant purchase order, the proposer shall return all such item(s) to the university at the expense of the proposer, or make other disposition thereof as may be directed or approved by the university.
- 4.32 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.
- 4.33 Performance Bond:** If required contractor shall, within ten (10) days of the contract award, furnish a performance bond in the amount of 100% of the contract price.
- 4.34 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 or 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.

- 4.35 Prevailing Wage Rate:** If applicable contractor or subcontractor 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.
- 4.36 Drug Free Workplace:** Contractor 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.
- 4.37 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.
- 4.38 Americans with Disabilities Act as Amended:** Without limiting the requirements of Subsection 3.16, *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.
- 4.39 Supplier Diversity:** Kent State University encourages men, minority groups, and EDGE vendors to respond to University Requests for Proposals. Kent State University is committed to a proactive and a comprehensive supplier diversity program that ensures an active and full participation of historically disadvantaged, economically and socially underutilized businesses located within the University's geographic region and beyond with specific

attention to include Minority Business Enterprises (MBE), Women-Owned Business Enterprises (WOBE), and State Of Ohio EDGE Enterprises. Information about Kent State University's Supplier Diversity Program including the Vendor Registration Process can be found on the Procurement Department Web site at [www.kent.edu/procurement/diversity](http://www.kent.edu/procurement/diversity)

Further, Kent State University encourages the participation of men, 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 University contracts. The supplier shall furnish appropriate information about its effort to include men-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 certified minority businesses, as well as the services and commodities they provide, is available from the State of Ohio Minority Business Enterprise Unit and can be reviewed at <http://eodreporting.oit.ohio.gov/searchEODReporting.aspx>

**4.40 Conflicts of Interest and Ethics Compliance:** Contractor 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. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.

**4.41 Executive Order Banning the Expenditure of Public Funds on Offshore Services:**

—Executive Order Requirements

The Contractor affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John Kasich and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is available at the following website: (<http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf>).

The Contractor also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Contractor 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.

—Termination, Sanction, Damages

If Contractor 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 Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor 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 Contractor performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. 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 Contractor of a breach and permit the Contractor 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 Contractor any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Contractor'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 Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

—Assignment/Delegation

The Contractor 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.

- 4.43 Ohio Revised Code 9.24 Requirement: Finding for Recovery:** 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.
- 4.44 Campaign Contributions:** Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.
- 4.45 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, contractor 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.
- 4.46 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.
- 4.47 **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>
- 4.48 **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.
- 4.49 **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.
- 4.50 **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](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.

- 4.51 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/accounts payable>.

*(Continued on next page.)*

## 5.0 REQUEST FOR PROPOSAL FORMAT AND EVALUATION CRITERIA

**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 form 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. **Appendix A: Specifications and Pricing Form:** Please complete and submit through DynamicForms as in (a) above and send another copy of Appendix A via email to Larry McWilliams at [lmckilli@kent.edu](mailto:lmckilli@kent.edu).

**Do not alter the RFP Specifications and Pricing Form, and do not submit pricing in any other format but the RFP Specifications and Pricing Form. The copy that is submitted via DynamicForms may be scanned in .pdf format, but the copy that is returned via email to Larry McWilliams in Procurement MUST BE MAINTAINED IN EXCEL. Vendors not submitting their pricing on the RFP Specifications and Pricing Form and/or failing to maintain the Excel formatting of the email return copy will be disqualified and their bids will be rejected.**

- c. If applicable, **completion of the Higher Education Cloud Vendor Assessment Tool Lite (HECVAT)**, submitted as a separate attachment to the DynamicForms submission.
  - d. If applicable, **completion of the Voluntary Product Accessibility Template (VPAT)**, submitted as a separate attachment to the DynamicForms submission.
  - e. **Assumptions, Clarifications, and Exclusions:** Describe any and all of the assumptions, clarifications, or exclusions to the proposal.
  - f. **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.
  - g. Include any additional documentation you deem necessary to support your proposal.
- 5.2 Evaluation Criteria and Process:** Selection and award of contract will be made to the single supplier (or multiple suppliers if deemed appropriate) 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.

*Continued on next page.*

## 6.0 SPECIFICATIONS

Following are the specifications for this RFP. Please provide pricing on the RFP Specifications and Pricing Form (Excel attachment accompanying this RFP) and return as requested in the Instructions preceding this section.

Do not alter the RFP Specifications and Pricing Form, and do not submit pricing in any other format but the RFP Specifications and Pricing Form. The copy that is submitted via DynamicForms may be scanned in .pdf format, but the copy that is returned via email to Larry McWilliams in Procurement **MUST BE MAINTAINED IN EXCEL**. Vendors not submitting their pricing on the RFP Specifications and Pricing Form and/or failing to maintain the Excel formatting of the email return copy will be disqualified and their bids will be rejected.

2024 ATHLETIC MEDICAL SUPPLIES			
QTY.		MANUF.	PRODUCT
100	cs.	Cramer	<b>950 Porous Athletic Tape, 1.5" cuts x 15 yds, 32 rolls/case</b>
1	cs.	Cramer	<b>950 Porous Athletic Tape, 2" cuts x 15 yds, 24 rolls/case</b>
10	cs.	Andover	<b>Powerflex, 2", Tan, 2"x6 yd, 24 per case</b>
250	cs.	Andover	<b>Powerflex, 2", White, 2"x6 yd, 24 per case</b>
50	cs.	Andover	<b>Powerflex, 2", Navy Blue, 2"x6 yd, 24 per case</b>
50	cs.	Andover	<b>Powerflex, 2", Black, 2"x6 yd, 24 per case</b>
10			<b>Powerflex, 1" white, 1" x 6 yds, 48 per case</b>
20			<b>Stretch Mtape Premium, 2" x 5 yd, 24 per case</b>
20			<b>Stretch Mtape Premium, 3" x 5 yd, 16 per case</b>
20			<b>Stretch Mtape Premium, 1" x 5 yd, 23 per case</b>
100	box	BSN	<b>COVER ROLL STRETCH ADHESIVE BANDAGE, 4"x 10 yds</b>
10	cs.	BSN	<b>LEUKOTAPE P, 1.5" x 15 yd, 30 rolls per case</b>
20	cs.	Cramer	<b>FOAM UNDERWRAP, 2 3/4"x 30 yards, 48 per case, color: Yellow</b>
10	cs.	Cramer	<b>HEEL &amp; LACE PADS, 2 roll/box, 3" x 3" x 1/16", 2000/roll, 4 box/cs.</b>

2	drum	Cramer	<b>SKIN LUBE</b> , 25 lb drum
15	box	Hartman	<b>DELUXE ELASTIC WRAPS</b> , 4"x 11 yds, 6 rolls per box
15	box	Hartman	<b>DELUXE ELASTIC WRAPS</b> , 6"x 11 yds, 6 rolls per box
15	box	Hartman	<b>DELUXE ELASTIC WRAPS</b> , 4" x 5 yds, 10 rolls per box
5	box	Cramer	<b>COMPRESSIONETTE</b> , black, 3" x 11 yds
15			<b>PRO TUBULAR KNIT COMPRESSION BANDAGE</b> , 5" x 11 yd
4			<b>ROLLED GAUZE BANDAGE</b> , 2' x 5 yrds, non-sterile, 12/bag
2	cs.	Dukal	<b>TOP SPONGE</b> , non-sterile, 4"x 4", 100/bag, 40 bags/case
12	cs.	Dukal	<b>TOP SPONGE</b> , sterile, 4' x 4', per box of 50
10	box	Curad	<b>NON-ADHERENT PADS</b> , 2" x 3", per box of 100
1			<b>SPORTSWRAP by PolyMem</b> , roll 3" x 36", qty 8
2			<b>Tegaderm Film</b> , 2 3/8" x 2 3/4", 100 / box
2			<b>Tegaderm Film</b> , 4" x 4.5", 50/box
3	jar	Spenco	<b>2ND SKIN BARRIER</b> , 1" squares, 200/jar
10	box	Hartmann	<b>FLEX-BAND LATEX-FREE FABRIC ADHESIVE BANDAGE</b> , Knuckle, 1 1/2" x 3", qty 100
20	box	Hartmann	<b>FLEX-BAND LATEX-FREE FABRIC ADHESIVE BANDAGE</b> , 4-wing, 3" x 3", qty 50
10	box	Band-aid	<b>FLEXIBLE FABRIC EXTRA-LARGE BANDAGES</b> , latex free, 2" x 4", 50/box
11	each	New-Skin	<b>NEW-SKIN LIQUID BANDAGE</b> , 1 oz liquid
4	box	3M	<b>STERI-STRIPS</b> , 1/8" x 3", 50/box
4	box	3M	<b>STERI-STRIPS</b> , 1/4" x 3", 50/box

2	box	3M	<b>STERI-STRIPS</b> , 1/2" x 4", 50/box
10	each		<b>SHARPS CONTAINER</b> , 2gal,Plastic Red, ea
6	each	Amerigel	<b>AMERIGEL WOUND WASH</b> , 7.1 oz
6	box		<b>BACITRACIN ZINC</b> , 144/box (0.9g)
3	box		<b>ANTI-FUNGAL CREAM</b> , 144/box (0.9g)
5	box		<b>1% HYDROCORTISONE CREAM</b> , 144/box (0.9g)
20	box		<b>HAWKGRIPS Skin massage therapy emollient</b> , 8oz Jar Vanilla, 5/box
30	cases		<b>VOLTAREN 1% GEL</b> , 100g/tube, 24 tube/case
20	jar		<b>TIGER BALM</b> , 18gm topical rub ultra strength 18gm/jar
10	each	Purell	<b>PURELL HEALTHCARE ADVANCED HAND SANITIZER</b> , gentle and free foam, 2 refill, # 7751-02
10	each		<b>PURELL HAND SANITIZER</b> , 2 oz with personal pump
12			<b>FOAMING DISINFECTANT CLEANER</b> , 24 oz aerosol
8			<b>LYSOL DISINFECTANT SPRAY</b> , fresh scent, 19oz
10	each	Bausch & Lomb	<b>SENSITIVE EYES PLUS SALINE SOLUTION</b> , 12 oz bottle
10	each	Goodsense	<b>STERILE EYE DROPS</b> , original, 0.5 oz bottle
15	box	Medifirst	<b>IBUPROFEN</b> , 200 mg, 250 (125/2's)
10	box	Medique	<b>MEDIPROXEN</b> , 100 (100/1's)
8	bottle	Goodsense	<b>STOMACH RELIEF REGULAR STRENGTH</b> , 8oz
10	box		<b>ANTI-DIARRHEAL</b> , loperamide HCl, 100/ 1's
10	bottle		<b>ANTI-DIARRHEAL</b> , loperamide HCl, 4 oz liquid

4	bottle		<b>ANTACID</b> , regular strength, ty 150, assorted fruit flavor
10	bottle	Goodsense	<b>ANTI-NAUSEA LIQUID</b> , 4 oz, cherry flavor
10	box		<b>DIPHEN HAY FEVER/ALLERGY RELIEF</b> , diphenhydramine HCl, 25mg, 200/1's
10	box	Medique	<b>MEDI-FIRST SINUS DECONGESTANT</b> , phenylephrine HCL, 10mg, 250 (125/2's)
10	each		<b>GLUCOSE GEL</b> , 15gm packets, any flavor, per box of 36 (12, 3 packs)
10	box	Medi-First	<b>COLD RELIEF</b> , (active ingredients: acetaminophen 325mg, guaifenesin 200mg, phenylephrine HCL 5mg, dextromethrophan HBR 15mg), 250 (125/2's)
2	box	Medique	<b>MEDIKOFF DROPS</b> , cherry, 600 refill
20	box		<b>CHLORASEPTIC</b> , lozenges: menthol 10mg & benzocaine 6mg, per box of 18 lozenges, cherry
4	each		<b>SAVE A TOOTH</b>
10	cs.	Quaker	<b>GATORADE THIRST QUENCHER</b> , 51 oz, 6 gallon package, qty 14, flavor Frost Glacier Freeze
5	cs.	Quaker	<b>GATORADE THIRST QUENCHER</b> , 51 oz, 6 gallon package, qty 14, flavor Lemon-Lime
15	cs.	Quaker	<b>GATORADE THIRST QUENCHER</b> , 51 oz, 6 gallon package, qty 14, flavor Frost Glacier Cherry
4	cs.	Quaker	<b>GATORADE THIRST QUENCHER</b> , 51 oz, 6 gallon package, qty 14, flavor Orange
20	box		<b>ENDURANCE GATORLYTES</b> , 0.12 oz packets, 20/box
600	each		<b>GATORADE</b> , 32 oz Water Bottles
10	cases		<b>GATORADE</b> , 8 oz cups, 2500/case
4			<b>GATORADE COOLERS</b> , 10 gallon
4			<b>GATORADE COOLERS</b> , 5 gallon
4			<b>GATORADE ICE CHEST</b> , 48 qt
5			<b>GATORADE ICE CHEST</b> , 60 qt

4	each	Cramer	<b>CRAMER</b> , Powerflo 20, replacement valve, set of 4
4	each	Cramer	<b>CRAMER</b> , Powerflo 20, replacement battery
10	box	Cramer	<b>HEAVY DUTY ICE BAGS</b> , 9 1/2' x 18", qty 1500
30	cs.	Cramer	<b>FLEXI- WRAP without handle</b> , 4" x 650" clear, 6 rolls per case
4	each	GameReady	<b>GAMEREADY replacement sleeves</b> , Half Leg Boot
8	each	GameReady	<b>GAMEREADY replacement sleeves</b> , Straight Knee
4	each	GameReady	<b>GAMEREADY replacement sleeves</b> , shoulder sleeve, right, large
4	each	GameReady	<b>GAMEREADY replacement sleeves</b> , shoulder sleeve, right, medium
4	each	GameReady	<b>GAMEREADY replacement sleeves</b> , shoulder sleeve, leftt, large
4	each	GameReady	<b>GAMEREADY replacement sleeves</b> , shoulder sleeve, leftt, medium
3	each	GameReady	<b>GAMEREADY Unit</b>
2	each		<b>HYDROCHLOR WHIRLPOOL DEODORIZER</b> , 5 lb bottle
4	each	Compex	<b>COMPLEX, Sport Elite 2.0</b> Muscle Stimulator Kit With Tens
10			<b>COMPLEX ELECTRODES</b> , performance 2" x 4", per pack of 4
10			<b>COMPLEX ELECTRODES</b> , performance single snap, 2" x 4", per pack of 4
10	each		<b>IMPLUSE 3000T TENS UNIT WITH TIMER</b> , impluse Tens 3000T
4			<b>SONIGEL</b> , 5 liter with dispenser
20			<b>DURA-STICK PLUS</b> , 2" x 2" square, 10 pks of 4
2	box	Thera- Band	<b>THERABAND RESISTIVE EXERCISE MATERIAL</b> , 6"x 50 yards, Tension: Green
2	box	Theraband	<b>THERABAND RESISTIVE EXERCISE MATERIAL</b> , 6"x 50 yards, Tension: Blue

4	box	Theraband	<b>THERABAND RESISTIVE EXERCISE MATERIAL</b> , 6"x 50 yards, Tension: Black
2	box	Theraband	<b>THERABAND RESISTIVE EXERCISE MATERIAL</b> , 6"x 50 yards, Tension: Gray
2	box	Theraband	<b>THERABAND CLX- Consecutive Loops</b> , per 25 yard box Yellow
2	box	Theraband	<b>THERABAND CLX- Consecutive Loops</b> , per 25 yard box Green
2	box	Theraband	<b>THERABAND CLX- Consecutive Loops</b> , per 25 yard box Black
2	box	Theraband	<b>THERABAND CLX- Consecutive Loops</b> , per 25 yard box Gold
4			<b>POWER-WEB</b> , 14" diameter ring, red
4			<b>POWER-WEB</b> , 14" diameter ring, green
4			<b>POWER-WEB</b> , 14" diameter ring, blue
4			<b>POWER-WEB</b> , 14" diameter ring, black
4			<b>Chirp Wheel Set of 3</b>
4			<b>Agility Hurdles, 6" and 12"</b>
6			<b>Theraband Stretch Strap</b>
4			<b>LHASA OMS Longevity 14 piece cupping set</b>
6	roller	Theraband	<b>Roller Massager +</b> , portable version
2	cases	Kimberly-Clark	<b>SURPASS FACIAL TISSUES</b> , case of 36 boxes of 100
6	cs.		<b>NITRILE-Xtra GLOVES</b> , Non-Sterile, Disposable, Size: <b>Large</b> , Box/100, 12 box/case ( <b>Latex and Powder Free</b> )
10	cs.		<b>NITRILE-Xtra GLOVES</b> , Non-Sterile, Disposable, Size: <b>Extra Large</b> , Box/100, 12 box/case ( <b>Latex and Powder Free</b> )
10	each		<b>FOAM ROLLER</b> , physical therapy, 6x36", black x-firm foam, Ea

6	set		<b>CAN-DO</b> , resistance band, exercise, 15" yellow/red/greeb/blue/black, 5/st
10	each	Cramer	<b>SHARK</b> Tape Cutter
6	pkg.	Cramer	<b>SHARK</b> Replacement Blades, 10/pkg
4	each		<b>ECONOMY ANEROID SPHYGMOMANOMETER</b> , Size 12, Navy Latex, Es.
10	each		<b>CLASSIC STETHOSCOPE ADULT</b> , Green, Single lumen green, Ea
20	each	Mdi	<b>CPR MICROSHIELD</b> , regular, 5" x 5"
10	each	Medline	<b>MILLENIAL PRO</b> , size XTall (5'10"-7'3"; 500lbs)
6	each	Drive	<b>Drive DV8 Steerable Knee Walker</b>
4			<b>ALUMINUM CRUTCHES</b> , 4'6- 5'2
4	case		<b>ALUMINUM CRUTCHES</b> , 5'2-5'10, 8 pair/case
4	case		<b>ALUMINUM CRUTCHES</b> , 5'10-6'6, 8 pair/case
4			<b>ADHESIVE FOAM PAD</b> , Pre-cut, 1/8" adhesive foam pad
10	bag	Econoline	<b>1/2" TEMPER-STICK ADHESIVE FOAM</b> , 8"x 12", 10/pack Color: Blue
6	pkg.	DJO	<b>DONJOY PERFORMANCE DEFENDER SKIN</b> , 3" x 50", #7201108
10	pair	PowerStep	<b>POWERSTEP PRO-TECH FL</b> , Size A
20	pair	PowerStep	<b>POWERSTEP PRO-TECH FL</b> , Size B
20	pair	PowerStep	<b>POWERSTEP PRO-TECH FL</b> , Size C
25	pair	PowerStep	<b>POWERSTEP PRO-TECH FL</b> , Size D
20	pair	PowerStep	<b>POWERSTEP PRO-TECH FL</b> , Size E
10	pair	PowerStep	<b>POWERSTEP PRO-TECH FL</b> , Size F

20	pair	PowerStep	<b>POWERSTEP PRO-TECH FL</b> , Size G
25	pair	PowerStep	<b>POWERSTEP PRO-TECH FL</b> , Size I
10	pair	Tuli	<b>TULI'S HEEL CUPS</b> , Heavy duty, size Regular
15	pair	Tuli	<b>TULI'S HEEL CUPS</b> , Heavy duty, size Large
2	each	Cramer	<b>MOUTHGUARDS</b> , boil and bite mouthguards w/ strap, box of 100, NAVY
2	each	Cramer	<b>MOUTHGUARDS</b> , boil and bite mouthguards w/ strap, box of 100, YELLOW
2	each	Cramer	<b>MOUTHGUARDS</b> , boil and bite mouthguards w/ strap, box of 100, BLACK
10	each	DJO	<b>DON JOY</b> , Spider pad-elbow, size medium
15	each	DJO	<b>DON JOY</b> , Spider pad-elbow, size large
15	each	DJO	<b>DON JOY</b> , Spider pad-elbow, size XL
10	each	DJO	<b>DON JOY</b> , Spider pad-elbow, size XXL
20	pair	Jobst	<b>JOBST MEDICAL LEGWEAR, Thigh High</b> , Black, 20-30mmHg; Medium
20			<b>JOBST MEDICAL LEGWEAR, Thigh High</b> , Black, 30-40mmHg; Medium
20	pair	Jobst	<b>JOBST MEDICAL LEGWEAR, Thigh High</b> , Black, 20-30mmHg; Large
20			<b>JOBST MEDICAL LEGWEAR, Thigh High</b> , Black, 30-40mmHg; Large
20	pair	Jobst	<b>JOBST MEDICAL LEGWEAR, Thigh High</b> , Black, 20-30mmHg; XL
20			<b>JOBST MEDICAL LEGWEAR, Thigh High</b> , Black, 30-40mmHg; XL
10	each	Cramer	<b>CRAMER NANO FLEX CALF SUPPORT</b> , size small
10	each	Cramer	<b>CRAMER NANO FLEX CALF SUPPORT</b> , size medium
10	each	Cramer	<b>CRAMER NANO FLEX CALF SUPPORT</b> , size large

10	each	Cramer	<b>CRAMER NANO FLEX CALF SUPPORT</b> , size XL
20	each	Cramer	<b>CRAMER NANO FLEX KNEE SUPPORT</b> , size small
20	each	Cramer	<b>CRAMER NANO FLEX KNEE SUPPORT</b> , size medium
20	each	Cramer	<b>CRAMER NANO FLEX KNEE SUPPORT</b> , size large
20	each	Cramer	<b>CRAMER NANO FLEX KNEE SUPPORT</b> , size XL
20	each	DJO	<b>DJO TRIZONE KNEE SUPPORT</b> , Left, size small
20	each	DJO	<b>DJO TRIZONE KNEE SUPPORT</b> , Right, size small
20	each	DJO	<b>DJO TRIZONE KNEE SUPPORT</b> , Left, size medium
20	each	DJO	<b>DJO TRIZONE KNEE SUPPORT</b> , Right, size medium
20	each	DJO	<b>DJO TRIZONE KNEE SUPPORT</b> , Left, size large
20	each	DJO	<b>DJO TRIZONE KNEE SUPPORT</b> , Right, size large
20	each	DJO	<b>DJO TRIZONE KNEE SUPPORT</b> , Left, size Xlarge
20	each	DJO	<b>DJO TRIZONE KNEE SUPPORT</b> , Right, size Xlarge
20	each	DJO	<b>DJO TRIZONE KNEE SUPPORT</b> , Left, size XXlarge
20	each	DJO	<b>DJO TRIZONE KNEE SUPPORT</b> , Right, size XXlarge
10	each	DJO	<b>DJO CLOSED KNEE SLEEVE</b> , neoprene, size small
12	each	DJO	<b>DJO CLOSED KNEE SLEEVE</b> , neoprene, size medium
12	each	DJO	<b>DJO CLOSED KNEE SLEEVE</b> , neoprene, size large
12	each	DJO	<b>DJO CLOSED KNEE SLEEVE</b> , neoprene, size XL
6	each	DJO	<b>DJO OPEN KNEE SLEEVE</b> , neoprene, size small

6	each	DJO	<b>DJO OPEN KNEE SLEEVE</b> , neoprene, size medium
6	each	DJO	<b>DJO OPEN KNEE SLEEVE</b> , neoprene, size large
6	each	DJO	<b>DJO OPEN KNEE SLEEVE</b> , neoprene, size XL
10	each	DJO	<b>DONJOY TELESCOPING TROM ADVANCED</b> , postop knee brace
10	each	DJO	<b>DJO ADJUSTABLE PT CROSS STRAP</b> , size medium
10	each	DJO	<b>DJO THIGH SLEEVE</b> , neoprene, size small
10	each	DJO	<b>DJO THIGH SLEEVE</b> , neoprene, size medium
20	each	DJO	<b>DJO THIGH SLEEVE</b> , neoprene, size large
20	each	DJO	<b>DJO THIGH SLEEVE</b> , neoprene, size XL
10	each	DJO	<b>DJO THIGH SLEEVE</b> , neoprene, size XXL
5	each	DJO	<b>DJO ELBOW SLEEVE</b> , neoprene, size small
10	each	DJO	<b>DJO ELBOW SLEEVE</b> , neoprene, size medium
10	each	DJO	<b>DJO ELBOW SLEEVE</b> , neoprene, size large
15	each	DJO	<b>DJO ELBOW SLEEVE</b> , neoprene, size XL
20	each	DJO	<b>DJO ELBOW SLEEVE</b> , neoprene, size XXL
8	each	CRAMER	<b>NANO FLEX ELBOW SUPPORT</b> , size small
8	each	CRAMER	<b>NANO FLEX ELBOW SUPPORT</b> , size medium
10	each	CRAMER	<b>NANO FLEX ELBOW SUPPORT</b> , size large
16	each	CRAMER	<b>NANO FLEX ELBOW SUPPORT</b> , size XL
4	each		<b>ComfortFORM Wrist</b> , right, size small

14	each		<b>ComfortFORM Wrist, left, size small</b>
16	each		<b>ComfortFORM Wrist, right, size medium</b>
18	each		<b>ComfortFORM Wrist, left, size medium</b>
23	each		<b><u>ComfortFORM Wrist, right, size large</u></b>
26	each		<b>ComfortFORM Wrist, left, size large</b>
6	each		<b>ComfortFORM Wrist, right, size XL</b>
14	each		<b>ComfortFORM Wrist, left, size XL</b>
10	each		<b>ALIMED THUMB WRAP FREEDOM COMFORT THUMB WRAP, universal left/right</b>
20	each	DJO	<b>DJO ELBOW TENNIS ELBOW STRAP, size M</b>
20	each	DJO	<b>DJO ELBOW TENNIS ELBOW STRAP, size L</b>

END OF LIST

*(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.

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.

Official Proposal \*

Supplementary Document



## Procurement Department Request for Proposal Forms

### Form 2: Respondent Signature and Information Form

In addition to the information requested in the previous sections, please complete the following:

By signing below, Contractor represents and warrants the following:

- a. that it is not subject to an unresolved finding for recovery under ORC 9.24;
- b. that it is not under any suspension or debarment by any office of the state of Ohio or the federal government; and
- c. 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 contract period.

If any of the representations and warranties set forth herein are false on the date the parties sign an Agreement resulting from this RFP, such Agreement shall be void ab initio, and the Contractor shall be required to immediately repay to the State any funds paid under any such Agreement.

Payment Terms	*	<input type="text"/>	
Firm Name	*	<input type="text"/>	
Address	*	<input type="text"/>	
City, State, Zip	*	<input type="text"/>	
Telephone Number	*	<input type="text"/>	Fax Number <input type="text"/>
Email	*	<input type="text"/>	
		_____ Authorized Signature	_____ Date
Name of Signee	*	<input type="text"/>	
Title	*	<input type="text"/>	

\*All bids submitted are taken by the University as offers to sell by the Proposer and acceptance shall occur only by the issuance of a University purchase order or where appropriate, upon the execution of a written contract.

*Please attach a copy of the firm's W-9 or W-8 for taxpayer verification and filing purposes. This form will complete the firm's profile within the Kent State University internal vendor system.*

Taxpayer Verification Form \*



## 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 5: Buy American Certificate Form

The Bidder or Offeror hereby certifies that each end product, except the end products listed below, is a domestic source end product as defined in the Buy America Act; and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States:

Certified:

Name (Please Print)

Signature

Date

Title



## 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](http://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](http://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.)*