

**YOUNGSTOWN STATE UNIVERSITY
REQUEST FOR PROPOSAL**

Date Issued: July 9, 2021

Due Date/Time: July 23, 2021 2:00 PM

RFP#22-070921 – Outdoor Marketing Media

Youngstown State University (YSU) is seeking software suppliers, in accordance with the terms, conditions and requirements set forth in this Request for Proposal (RFP).

Proposals must be received by the due date/time specified above at the location below. Proposals received after the due date/time may be returned unopened to the Vendor.

Sign and deliver proposal, cover sheet, and schedules to:

Procurement Services
Youngstown State University
One University Plaza
Youngstown, Ohio 44555
Phone: 330-941-3117
Attention: David McCracken
Email: procure@ysu.edu
No Fax or Email Bids Permitted

Envelopes must be sealed and designated- RFP#22-070921 – Outdoor Marketing Media

Note:

1. No public proposal opening will be held due to the complexity of responses and need for committee review.
2. Completed proposal packages need to be received via email per instructions provided below.

By signing this document I am agreeing, on behalf of my firm, to the RFP instructions and terms.

Submitted by: Company _____

Authorized Signature _____

Name _____
(Printed Name) (Title) (Date)

RFP Timeline and Schedule

- RFP ISSUED: July 9, 2021
- NOTIFICATION OF INTENT TO BID: July 14, 2021 by 2:00 PM EST (Send email to procure@ysu.edu)
- RFP QUESTIONS DUE: July 16, 2021 by 2:00 PM EST
- RESPONSES TO QUESTIONS: July 19, 2021 by 2:00 PM EST
- RFP CLOSING DATE: July 23, 2021 by 2:00 PM EST
- INTERVIEW PRESENTATIONS for FINAL SELECTEES (in person on campus): Week of August 1st, 2021
- SELECT VENDORS/NEGOTIATE CONTRACT: August, 2021

About YSU

YSU, an urban research University, emphasizes a creative, integrated approach to education, scholarship, and service. YSU places students at its center; leads in the discovery, dissemination, and application of knowledge; advances civic, scientific, and technological development; and fosters collaboration to enrich the region and the world.

YSU consists of the College of Graduate Studies and six undergraduate colleges: the Williamson College of Business Administration; the Beeghly College of Liberal Arts, Social Sciences & Education; the College of Creative Arts & Communication; the Bitonte College of Health and Human Services; and the College of Science, Technology, Engineering, and Mathematics. Degrees offered include associate, bachelors, masters, and doctorate.

YSU is located on a 145-acre campus near downtown Youngstown, Ohio and is equidistant (approximately 60 miles) from both Pittsburgh and Cleveland. Fall 2020 enrollment was 11,788. More information about YSU is available online at [Youngstown State University](http://www.youngstownstate.edu).

RFP Background

This request for proposals (RFP) provides interested service providers with sufficient information to prepare and submit proposals for consideration by Youngstown State University to satisfy the need for outdoor advertising to increase the brand and targeted messages noted below in the specifications.

SECTION I Definitions

Relative to this document, and any addenda incorporated therein, the following definitions apply.

Addendum: A written instrument, issued solely by YSU that details amendments, changes or clarifications to the specifications and terms and conditions of this RFP. Such written instrument shall be the sole method employed by YSU to amend, change or clarify this RFP, and any claims (from whatever source) that verbal amendments, changes or clarifications have been made shall be summarily rejected by YSU.

Agreement, Contract or Purchase Order: Award resulting from the RFP or Request for Quotation.

Bidder, Vendor, Awardee, Supplier: Respondent to the RFP or Request for Quotation.

May, Should: Indicates something that is requested but not mandatory. If the Vendor fails to provide requested information, YSU may, at its sole option, either request that the Vendor provide the information or evaluate the proposal without the information.

Proposal, Quotation: Response provided by Vendor.

RFP#22-070921 – Outdoor Marketing Media

Proposal Closing Date: The date and time specified in this RFP by which the quotation or proposal must be received by YSU Procurement Services in accordance with Section II of this RFP. Proposals received after such date and time may not be considered.

RFP: Request for Proposal.

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

SECTION II

YSU Standard RFP Instructions and Agreement Terms

Vendors are cautioned to read this entire document carefully and to prepare and submit their response providing all requested information in accordance with the terms and conditions set forth herein. To be considered, vendors must submit a complete response to this RFP in the format detailed by the specifications. Proposals must be dated, signed by an official authorized to bind the Vendor to the terms of the proposal and submitted to YSU in accordance with the instructions, terms and conditions of this RFP.

Youngstown State University reserves the right to:

- Accept or reject any or all proposals, or any part thereof, or to withhold the award and to waive, or decline to waive, irregularities in any proposal when determined that it is in its best interest to do so;
- Hold all proposals for a period of up to ninety (90) days after the opening date and to accept a proposal not withdrawn before the scheduled proposal opening date;
- Waive any informality or technicality contained in any proposal received;
- Waive any minor or major defect in the proposal;
- Conduct discussions with respondents and accept revisions of proposals after the closing date;
- Make an award based upon various selection criteria;
- Request clarification from any Vendor on any or all aspects of its proposal;
- Cancel and/or reissue this RFP at any time;
- Retain all proposals submitted in response to this RFP;
- Invite some, all, or none of the Vendor(s) for interviews, demonstrations, presentations and further discussion;
- Negotiate a possible contract and potentially solicit "best and final offers" from some or all respondents prior to or during this negotiation process;
- Award to one, some, or none of the Vendors who submit proposals.

Proposals received after the time for closing may be considered invalid.

Apart from the contact required for any on-going business at YSU, Vendors are specifically prohibited from contacting any individual at, or associated with, YSU regarding this RFP. Vendor communication shall be limited to the contact named on the cover page of this document.

RFP Terms and Instructions:

1. Agreement Extension: YSU reserves the right to extend any agreement resulting from this RFP beyond the normal expiration date if YSU determines it to be in their best interest and the selected Vendor(s) agrees to the extension.
2. Assignment: Any agreements entered into as a result of this offering may not be assigned by the selected Vendor without the expressed written consent of YSU and the participating members.

Compliance: Vendor warrants that both in submission of its proposal and performance of any resultant purchase order or contract, Vendor will comply with all applicable Federal, state, and local laws, regulations, rules, and/or ordinances.

RFP#22-070921 – Outdoor Marketing Media

3. Confidential Information: Any and all information, the release of which is prohibited by state or federal law or regulation, including but not limited to the protections of the Family Educational Rights and Privacy Act (FERPA), and the Gramm Leach Bliley Act (GLBA) constitutes Confidential Information. Vendor agrees to hold the Confidential Information in strictest confidence. Vendor shall not use or disclose Confidential Information received from or on behalf of University or any of its students, faculty, or staff except as permitted or required by contract or by law, or as otherwise agreed to in writing by University. Vendor shall implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted Confidential Information. Service Organization Control (SOC) Audit reports must be available if applicable to this event. Vendor shall abide by the Privacy and Security Rules as set forth by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
4. Conflicts of Interest and Ethics Compliance: No personnel of Vendor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work. Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to YSU in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless YSU shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any action would not be contrary to the public interest.
5. Ethical Conduct: It is expected that once an agreement is issued, Vendors (awarded or not awarded) will not undertake any actions that might interfere with, or be detrimental to, the contractual obligations of YSU. YSU reserves the right to take any and all actions deemed appropriate in response to unethical conduct by a Vendor. Such actions include, but are not limited to, establishing guidelines for campus visits by a Vendor, and/or removal of a Vendor from YSU's Vendor's list(s).
6. Contact: Apart from the contact required for any on-going business at YSU, Vendors are specifically prohibited from contacting any individual at, or associated with YSU regarding this RFP. Vendor communication shall be limited to the contact named in this RFP document. A Vendor's failure to adhere to this prohibition may, at YSU's sole discretion, disqualify the Vendor's proposal.
7. Evaluation: If an award is made, the Vendor(s) whose proposal, in the sole opinion of YSU, represents the best overall value to YSU will be selected.
8. Findings for Recovery (Ohio Revised Code Section 9.24): Ohio Revised Code (O.R.C.) Section 9.24, prohibits the State from awarding a contract to any Vendor against whom the Auditor of State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of award. By submitting a proposal, Vendor warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. 9.24, prior to the award of any contract arising out of this RFP, without notifying YSU of such finding.
9. Hold Harmless: It is understood that the Vendor, if awarded an Agreement agrees to protect, defend, indemnify, and save harmless YSU from any claims suits or demands for payment that may be brought against it due to the acts errors or omissions of Vendor in providing the services under this agreement..
10. Incurred Expenses: The Vendor, by submitting a proposal, agrees that any costs incurred by responding to this RFP or in support of activities associated with this RFP shall be the Vendor's sole responsibility and may not be billed to YSU. YSU will incur no obligation of liability whatsoever to anyone resulting from issuance of, or activities pertaining to this RFP.
11. Minimum Insurance Coverage's and Requirements:

RFP#22-070921 – Outdoor Marketing Media

The selected Vendor(s) shall obtain and maintain the minimum insurance coverage's set forth below. By requiring such minimum insurance, YSU shall not be deemed or construed to have assessed the risk that may be applicable to the selected Vendor(s). The selected Vendor(s) shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages.

The selected Vendor(s) is not relieved of any liability or other obligations assumed or pursuant to the contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Coverages:

- A. Commercial General Liability: ISO form CG0001 or its equivalent. Coverage to include:
- Premises and Operations
 - Personal Injury/Advertising Injury
 - Products/Completed Operations
 - Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract)
 - Independent Contractors

Limits Required: The selected Vendor(s) shall carry the following limits of liability: [Minimum Insurance Requirements](#).

Additional Requirements:

Commercial General Liability (CGL) must include coverage for liability arising from products-completed operations and liability assumed under an insured contract.

If the CGL insurance has a general aggregate limit, then ISO endorsement CG2504 (03/97 Edition) or its equivalent must be added. The Designated Location(s) General Aggregate Limit must be maintained for the duration of the agreement, and the limit must be twice the minimum required occurrence limit.

The selected Vendor(s) shall name YSU and its Board of Trustees, officers, employees, agents, and volunteers as Additional Insured's on ISO endorsement CG 2026 or its equivalent.

The CGL policy shall contain no endorsement or modification limiting the scope of coverage for liability assumed under a contract or liability arising from pollution.

All Policies:

- Must be written on a primary basis, non-contributory with any other insurance coverage's and/or self-insurance carried by YSU.
- Must include a Waiver of Subrogation Clause.
- May not be non-renewed, cancelled, or materially changed or altered unless thirty (30) days advance written notice via certified mail is provided to YSU.

12. Non-Discrimination: In submitting their proposal, or performing that which results from an award by YSU, the successful Vendor agrees not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, creed, religion, sexual orientation, national origin, sex, age, handicap or Vietnam era veteran status. The successful Vendor further agrees that every sub-contract for parts and/or service for any ensuing order will contain a provision requiring non-discrimination in employment as specified above. This covenant is required pursuant to Executive Order 11246, Laws and Regulations of the State of Ohio. Any breach thereof may be regarded as material breach of contract or purchase order.

RFP#22-070921 – Outdoor Marketing Media

13. Prohibition of Offshore Outsourcing: The Vendor affirms to have read and understands Executive Order 2011-12K 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.

[Governor's Executive Order 2011-12K .](#)

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

The Vendor also agrees to disclose if requested by YSU all of the following:

- The location where all services under this Contract will be performed by any Vendor;
- The location where any state data associated with any of the services the Vendor is performing under this Contract, or seek to provide will be accessed, tested, maintained, backed-up or stored;
- The principle location of business for any Vendors supplying services under this Contract.

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

YSU may, at any time after the breach, terminate the contract, upon written notice to the vendor. YSU 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 YSU determines that actual and direct damages are uncertain or difficult to ascertain, YSU in its sole discretion may recover a payment of liquidated damages in the amount of two percent of the value of the contract.

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

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

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

14. Pricing: Vendors are asked to thoroughly explain their pricing structure in their response. YSU reserves the right to negotiate this and other pertinent terms with the selected finalist(s) and this could become one of the selection criteria used in the award process.
15. Proprietary Information: All evaluation criteria for proposals are non-proprietary and subject to public disclosure after contract award. All proposals, except for items reasonably identified by Vendor as trade secrets or proprietary information, are subject to public disclosure under Ohio Revised Code Section 149.43. Vendor shall be solely responsible for protecting its own trade secret or proprietary information, and will be responsible for all costs associated with protecting this information from disclosure.

RFP#22-070921 – Outdoor Marketing Media

16. Provisions: If any provisions in the resultant agreement are held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
17. Quality of Service: The successful Vendor(s) must be prepared to furnish continual high quality service to YSU. Failure to do so may be considered just cause for cancellation of the agreement.
18. Right to Set-Off: Upon the occurrence of any default or breach of an Agreement resulting from this RFP by Vendor, University shall have the right to withhold and set-off against any amount otherwise due to be paid to Service Provider, for the amount of any such cost, loss, damage, expense, liability, obligation or claim resulting from Vendor's default or breach of this Agreement. Neither the exercise of, nor the failure to exercise, such right of set-off will constitute an election of remedies or limit University in any manner in the enforcement of any other remedies that may be available to it.
19. Sales Tax: YSU, as an instrumentality of the State of Ohio, is exempt from Ohio sales tax and Federal excise tax, including Federal transportation tax. An exemption certificate will be furnished by YSU upon request.
20. State Law: Any agreement entered into as a result this solicitation will be governed by the laws of the State of Ohio.
21. Use of Data: Vendor agrees that it will keep confidential the features of any technical or proprietary information furnished by YSU and use such items only in the production of items awarded as a result of this inquiry and not otherwise, unless YSU's written consent is first obtained.
22. Contract Term
 - a. The University intends to award multi-year agreements. The length of the agreements will be negotiated by the parties.
 - b. The University maintains the right to terminate this agreement and any additions upon failure of the Vendor to abide by the terms and conditions of the agreement and performance specifications. The University will give sufficient notice to correct all outstanding issues and deficient performance connected to this agreement. If not corrected in the specified time, the University may notify the Vendor, in writing, of the intent to terminate the agreement. The agreement will be terminated sixty (60) days after notification.
 - c. No subcontracting or assignment of agreement without prior written consent and approval of the University.
23. Revisions to RFP
 - a. In the event that it becomes necessary to revise any part of this RFP prior to the assigned return date, revision will be provided by YSU's Procurement Services, or designee, to all respondents involved in the RFP. Changes in the specifications will be provided to all respondents through an addendum made by Procurement Services.
 - b. YSU will be the sole determinant of whether any revisions/addenda should be issued as a result of any question or other matters, and may extend the proposal deadline, if in YSU's judgment such information significantly amends this solicitation, or makes compliance with the original proposed due date impractical.
24. Selection Criteria
 - a. The selection of the successful vendor(s) for this proposal will be determined solely by YSU. All proposals will be reviewed very closely for areas such as, but not limited to the following:
 - 1) Quality of products/services
 - 2) Location of DMAs
 - 3) Price proposal (is not the sole determining factor in the selection process)

SECTION III
RFP Response Instructions

1. RFP Questions: Vendors must submit questions to Procurement Services via email at procure@ysu.edu. All questions must be submitted via email and include **RFP#22-070921 – Outdoor Marketing Media**. Questions submitted by the deadline will be answered via email and will be sent to all RFP participants.
2. **During the competitive proposal process, up to and including the issuance of an award letter, under no circumstances may a vendor contact other individuals at YSU to discuss any aspect of this inquiry or attempt to influence the process. Failure of a vendor to comply with this protocol may invalidate their proposal response.**
3. Proposal Instructions
 - a. Provide notification of intent to bid via email to procure@ysu.edu no later than July 14, 2021, at 2:00 pm EST.
 - b. Complete the RFP cover sheet (page 1 of this RFP)
 - c. Complete Section IV of this RFP by submitting your responses directly into your proposal.
 - d. Proposal Package Requirements. The following **MUST** be included in the proposal-response package by the proposal due-date/time; failure to do so may invalidate the proposal response:
 - (1) Signed and dated RFP cover sheet.
 - (2) Proposals exactly as specified in this RFP completed and emailed to procure@ysu.edu ***no later than July 23rd, 2021 by 2PM EST.***
Note: Some proposals may take time to be received by the email inbox, especially with larger files attached, so please send your proposal email in advance of the deadline and early enough to consider receipt lead time.
 - (3) Agreement to all terms required within this RFP.

SECTION IV
Proposal Requirements

Supplier proposals need to include:

1. Lead time to implement services after receipt of YSU request to do so, either initially or after a prior gap in services.
2. Term:
 - a. The term for proposals should run with a start date of August, 2021 through August, 2022 and include a quantity of 2 renewals for one year terms each renewal. Exact dates to be determined.
3. Prices:
 - a. Prices need to be firm for the term and renewals.
 - b. The University will select one or multiple vendors based on inventory and competitive cost proposals for DMA locations. This includes choosing individual inventory options based on pricing per vendor to meet our overall budget in any given DMA. Selection of vendors will not be based on ability to provide inventory in all DMAs.
 - c. Source decisions are based upon location of DMAs, and quality of products/services. Note: Price is not the sole determining factor in the selection process.

SECTION V
Specification Requirements

- **Inventory Type, Production and Placements**
 - Inventory should be comprised of static and digital placements including both poster and bulletin sizes.
 - Vinyl production costs are required within proposals and spend allocations noted below.
 - Placements should target high impression locations and relativity to higher education institutions and high schools.

- **Vendor Territories**
 - The University understands that the DMAs noted below could implicate multiple proposals by a single vendor based on sales territories. Submissions can include multiple territory breakdowns with a total cost proposal.

- **Price**
 - The University will select one or multiple vendors based on inventory and competitive price proposals for DMA locations. This includes choosing individual inventory options based on pricing per vendor to meet our overall strategy in any given DMA.
 - Selection of vendors will not be based on ability to provide inventory in all DMAs.