KENT STATE UNIVERSITY

Procurement Department

REQUEST FOR PROPOSAL #1845

RFP #1845:	**Wellness Program Services and Tracking**
DATE OF ISSUE:	**Thursday, June 2, 2022**
PROPOSALS DUE:	**Friday, July 8, 2022, 4:30 PM Eastern**

Proposals must be received via DocuSign and Certificate of Completion must be timestamped "Signed" no later than the date and time specified above. Proposals timestamped after that date and time 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., Strategic Sourcing Manager
Kent State University, Procurement Department
330 Harbourt Hall, 615 Loop Road
Kent, Ohio 44242-0001
Phone: 330-672-9196
Fax: 330-672-7904
lmcwilli@kent.edu
www.kent.edu/procurement

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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:

- **Thursday, June 2, 2022:** RFP issued
- **Friday, June 10, 2022, 1:00 PM Eastern:** Deadline to submit questions to Larry McWilliams in Kent State University's Procurement Department via email to lmcwilli@kent.edu. (The question and answer period is voluntary and not a requirement.)
- **No later than Tuesday, June 21, 2022, 5:00 PM Eastern:** University response to vendor questions received posted to Procurement website, www.kent.edu/procurement
- **Friday, July 8, 2022, 4:30 PM Eastern** Proposals due via DocuSign submission; distribution of proposals received and evaluations to begin the following Monday
- **Period of July 18 through 29, 2022:** Select vendor presentations conducted remotely via Microsoft Teams, if necessary
- **On or before Monday, August 8, 2022:** Anticipated contract award; contract negotiation and vendor integration to follow
- **January 1, 2023:** Commencement of new contract

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2.0 OVERVIEW OF KENT STATE UNIVERSITY

Brief Overview of Kent State University: Kent State University is the largest public multi-campus system in Ohio, with eight unique and distinctive campuses serving a population of 39,000 students, nearly 4,000 full-time faculty and staff members and more than 260,000 alumni worldwide. After a successful seven-year tenure, Executive Vice President and Provost Todd Diacon became the university's 13th president on July 1, 2019.

The university's Kent Campus has a student body of nearly 29,000 and a thriving residential population of more than 6,600. Its seven regional campuses draw full- and part-time students, now totaling 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 Colombia to Vietnam and Germany to Kenya. The Kent Campus is a global education destination in its own right, serving as home to 1,700 students hailing from 111 countries.

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 nearly 300 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.

Kent State holds a coveted spot in the first-tier list of Best National Universities in the 2019 edition of Best Colleges by *U.S. News and World Report*. As an engine for economic, cultural and workforce development, Kent State generates nearly $1 billion annually in direct economic contributions to the Northeast Ohio economy and that impact grows to $3.4 billion when including the added income earned by Kent State graduates in the region. Statewide, the university's total economic impact was estimated at more than $3.8 billion in a recent study conducted by the firm EandY (formerly Ernst and Young).

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

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3.0 REQUEST FOR PROPOSAL INSTRUCTIONS

3.1 **Proposal Instruction and Information:** In order to receive consideration, companies responding to this RFP are required to submit their proposal via DocuSign at https://www.kent.edu/procurement/bids and the Certificate of Completion must be timestamped "Signed" no later than the date and time specified. Proposals timestamped after that date and time will be rejected.

Forms 1 through 9 must be completed, dated, and signed by a responsible company official, in addition to the information requested of your company. Forms 1 through 9 must be completed and submitted via DocuSign. No other submission method will be accepted.

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.

3.1 **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.

3.2 **Specifications:** Specifications have been based on services familiar to the University and are suggested as written. Reasonable alternates are welcome and encouraged for submission and consideration.

3.3 **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.

3.4 **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.

3.5 **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.

3.6 **Evaluation and Contract Award**: Selection and award of contract will be made to the supplier 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.

3.7 **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.

3.8 **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.

3.9 **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.

3.10 **Valid Proposals:** Proposals will be considered valid for a period of one hundred-twenty (120) days from the date of the proposal.

3.11 **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

3.12 **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.

3.13 **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.

3.14 **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 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 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.

3.18 **Voluntary Question and Answer Period:** Questions vendors may wish to pose concerning the RFP, specifications, etc., must be submitted by email to **Larry McWilliams in the Procurement Department via email at lmcwilli@kent.edu no later than 1:00 PM Eastern Friday, June 10, 2022.** The University evaluation team will review and attempt to answer any and all questions received. All questions and their corresponding answers will be posted in the "Bids" section of the Kent State Procurement Department website, www.kent.edu/procurement no later than **5:00 PM Eastern Tuesday, June 21, 2022.** The question and answer period is voluntary only and not a requirement.

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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. Contracting for this project will be facilitated by a University-authored contract and purchase order, and the terms of this Request for Proposals will govern.

4.2 **Period of Agreement:** The term of the agreement shall be for three (3) years from the date of contract execution. A University purchase order will be issued to facilitate invoice payments.

4.3 **Renewal of Contract:** After the initial three (3) year term, Kent State University reserves the right to renew the contract resulting from this RFP for two (2) additional one (1)-year terms as optional, for a five (5) year potential contract duration. Any renewal agreed upon shall occur ninety (90) days prior to the expiration of the contract then in force.

4.4 **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.

4.5 **Choice of Law:** This Request for Proposal will be governed by and construed in accordance with the laws of the State of Ohio.

4.6 **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.

4.7 **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.

4.8 **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.

4.9 **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.

4.10 **Sales Tax:** Kent State University is exempt from Ohio sales tax and federal tax and will furnish an exemption certificate upon request.

4.11 **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.

4.12 **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.

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

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.

4.14 **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.

The university prefers and encourages payment through either ACH and or credit card transactions.

4.15 **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.

4.16 **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.

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

4.18 **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.

4.19 **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 Division of Finance and Administration, the Human Respoirces Department, the Procurement Department, and/or the Auditing Department may perform these audits. Audit discrepancies must be resolved to the reasonable satisfaction of

Kent State University, and the university reserves the right to terminate the any contract resulting from this RFP if at any time the audit results are not resolved to its reasonable satisfaction.

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

4.18 **Sales Representative:** 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 Heath 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:** **A**ll 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 it 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 women, 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

Further, Kent State University encourages the participation of women, minority groups, and EDGE vendors in all University contracts. Kent State University therefore requires that all prospective suppliers demonstrate good faith efforts to obtain the participation of minority-owned, women-owned, and EDGE business enterprises in the work to be performed under University contracts. The supplier shall furnish appropriate information about its effort to include women-owned, minority, and EDGE vendors in the contract, including the identities of such enterprises and the dollar amount supplied under the contract.

A listing of Ohio 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 (l)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (l)(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?
b. 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.
    i. 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.
        ii. 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.
        iii. 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.
        iv. 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%20P DF.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 l996 ("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.

"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/accountspayable.

Continued on next page.

5.0 REQUEST FOR PROPOSAL FORMAT REQUIREMENTS AND GENERAL EVALUATION CRITERIA

5.1 **Format and Content of Proposals Submission, PART 1 of 2:** To respond to this RFP, submit proposal via DocuSign at https://www.kent.edu/procurement/bids and the Certificate of Completion must be timestamped "Signed" no later than the date and time specified. Proposals timestamped after that date and time 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.

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 DocuSign.

b. **The Questionnaire, the Scope of Services and Fees Table, and any other submission requirements enumerated in Section 6, "Specifications":** Please format all requirements as noted and submit via DocuSign.

c. If applicable, **completion of the Higher Education Cloud Vendor Assessment Tool Lite**, submitted as a separate attachment to the DocuSign submission.

c. **Assumptions, Clarifications, and Exclusions:** Describe any and all of the assumptions, clarifications, or exclusions to the proposal.

d. Provide a cost proposal and/or price quotation as indicated in Section 6, and include any additional specification documentation you deem necessary to support your proposal.

e. Provide at least three (3) current client references. (See details in Section 6 Specifications.)

f. Include any additional documentation you deem necessary to support your proposal.

5.2 **Format and Content of Proposals Submission, PART 2 of 2:** **A recorded video/demo** outlining your firm's capabilities and approach to wellness program administration, to be submitted separate of your RFP response as above, and sent to **BOTH** Larry McWilliams at Kent State University Procurement Department via email to lmcwilli@kent.edu **AND** to Dave Barchet at USI via email to david.barchet@usi.com. The recording must be submitted by the proposal deadline of Friday, July 8, 2022, 4:30 PM Eastern.

As part of your proposal, we request submission of a recoded demonstration that addresses the following key themes and should be from the perspective of the member or participant. Recorded demonstrations should be no longer than 60 minutes. Vendors not submitting this or not adhering to the key themes will be impacted as it is part of our overall scoring evaluation:

- Your approach to engaging the members to be outreached for your program
- Focusing on the key aspects of the core services your product supports (e.g., health assessment, health screening, coaching, lifestyle management, challenges, education, incentive/program management etc.)

(Section 5 continues next page.)

- Technology to support the outreach and programing to members (demonstrate online and mobile capabilities)

- Reporting capabilities available to KSU showing individual participant, company aggerate impact of the program (Demonstrate online and mobile capabilities)

- Please close by identifying your top 2-3 key differentiators you believe sets you aside from your competitors

5.3 **Evaluation Criteria and Process:** Selection and award of contract will be made to the single supplier whose proposal, in the sole opinion of Kent State University, represents the best quality and 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

SCOPE, BACKGROUND AND CURRENT STATE

Kent State University (KSU) hereby requests proposals from appropriate companies to provide Wellness program services and tracking for the employees of KSU's eight (8) campus system, effective January 1, 2023.

KSU's current wellness program is handled by Be Well Solutions (BWS) and has been in place for over 8 years. Although KSU offers a number of wellness services to all FT and PT employees, the Wellness Program, with the accompanying incentive, is for KSU's full-time employees. Currently there are about 3,500 full-time employees.

The employee wellness team seeks to promote the optimal health and wellbeing of faculty and staff through programming and best practices that permit our workforce to thrive. We recognize that wellness is multi-dimensional, interconnected, self-directed and evolving for each person. The choice to call our program at Kent State, Wellness Your Way, was deliberate and reflective of our belief to meet employees where they are and that their personal priorities and vision of well-being matters. We also believe in the holistic nature of wellness and its multiple dimensions: spiritual, physical, social, intellectual, emotional, occupational and financial. We appreciate and apply population health strategies and an ecological perspective to understand the range of factors (social, environment, cultural, physical) that influence health and well-being throughout ones lifetime.

Our wellness partners include an outstanding employee assistance program, IMPACT Solutions, a physician-owned wellness partner, Be Well Solutions, and excellent collaborative relationships across all campuses which allow us to be creative and resourceful in developing programming that is flexible, inviting, and embodies a culture of care specific to Kent State.

All full-time, benefits-eligible employees are invited to "make yourself and your health a priority" as part of the Wellness Your Way rewards program. This is a great way to take advantage of the robust benefits and wellness offerings the university provides and earn a $300 incentive.

OBJECTIVES

The objectives to be met in this RFP process are as follows:

- To enhance and integrate wellness services to all employees
- Provide a sophisticated and enhanced member portal
- Define and track metrics through an employer dashboard
- Implement a strong and effective communication strategy
- Program management and automated tracking of program elements
- Improve health literacy

We are looking to take advantage of advances in technology, data analytics and reporting, gamification, and a full, integrated breadth of services to help our employees choose their personal path to well-being and resilience and allows them to thrive.

The chosen vendor is expected to provide strategic and creative solutions and have flexible programs and systems to evolve this initiative for years to come.

(Specifications Section 6 continues in next page with "Questionnaire".)

QUESTIONNAIRE

Priority Questions

Please provide written answers to the following questions. These Priority Questions reflect the services and capabilities that KSU deems highly important as it looks to significantly modernize its wellness program.

1) Describe your experience administering a wellness program for a public entity organization and how that may differ from private sector or one that is in operation 24/7.

2) Describe your ability and experience in aggregating medical claims data, prescription drug program data, and wellness data to determine correlation between wellness programs and health plan results.
    a. How would you use this to make recommendations on wellness programming?

3) Can your program track both employees and spouse/partner of the employee? If so, is there an additional cost to include the spouse/partner?

4) Describe your real-time online reports available to KSU's wellness program managers.
    a. With a click of the mouse, can they view how many participants have earned their wellness incentive criteria?
    b. Can department administrators review wellness progress reports for their location or department? What kind of information would this include?
    c. Can the wellness program manager (and/or others) have administrative rights to pull ad-hoc reporting for wellness challenges or other program events?

5) Can you handle one single sign on where all information relative to health and wellness is easily accessible (i.e. wellness portal, access to wellness challenges, resources, insurance carrier, EAP). (If there is an additional cost to establish SSO, please be sure to include in the pricing section).

6) Do you have an online scheduler that employees can use to schedule onsite biometrics and other onsite or virtual events (such as onsite fitness classes, education sessions etc.)? Does it link to their work calendars? What type of reminders does it provide?

7) Describe your gamification capabilities on the portal and who has access to set up challenges or activities? How do you incorporate the use of wearables? Which wearables have native integrations with your online portal?

8) Describe your telehealth services as it relates to coaching for lifestyle management and chronic condition management. Which chronic conditions are included? What are participation levels? What outcomes can you report? What are the credentials of the coaches?

9) How do you integrate your wellness services with existing product solutions such as: EAP, chronic condition management, weight management, tobacco/nicotine cessation, financial opportunity centers, Social Determinants of Health, and concierge services to point employees to the resources they have? Do you provide any of these services?

10) What types of behavioral health tools and resources are integrated into the portal?

11) Are you willing to agree to performance guarantees which will be mutually agreed upon between you and KSU, including fees at risk?

12) Describe how you demonstrate ROI, value on investment, costs avoided, or other metrics that demonstrate effectiveness.

Other Questions: General

1) Please provide the name, title, email, and phone number for the primary contact for this RFP. Where is this person located?

2) Describe the company ownership structure.
   a. Has your organization had any recent (past 24 months) changes within the ownership structure?
   b. Does your organization foresee any changes in the ownership structure in the next 24 months?
   c. Does your company have sole ownership to your platform and services? If not, please explain who the platform or services are owned or "powered" by, including the duration of this relationship.

3) Confirm whether any of the following services are or will be subcontracted. If so, name the third-party, length of the subcontracting relationship.
   a. Online Health Assessment
   b. Biometric screenings
   c. Coaching
   d. Disease/chronic condition management
   e. Lab services
   f. Other

4) How many clients do you serve for wellness administration?
   a. Total number of clients as of 01/01/2022
   b. Median client size (number of employee participants and number of spouse participants)
   c. Median length of relationship (months)

5) Please provide the following:
   a. Total number of participants, and what you consider a participant
   b. Participation number and percentage for biometric screenings completed
   c. Participation number and percentage for health risk assessments completed
   d. Participation number and percentage for those who initially engage in coaching
   e. Participation number and percentage for those who complete coaching
   f. Hard dollar Return On Investment (ROI) and explanation for how you define this
   g. Reduction in biometric risk and explanation for how you define this
   h. Reduction in health care costs and explanation for how you define this

6) Describe the most successful program you have implemented. How was it established, what outcomes did it provide, what made it successful?

7) Describe the most creative or "out of the box" program you have implemented. What type of industry/demographic was this for?

8) Describe how you comply with HIPAA, ACA, EEOC, ADA, GINA, and other wellness rules. Do you have legal resources on your team to consult with KSU related to the applicability of these regulations?

9) Is KSU able to customize the wellness programming/points with workplace offerings and/or activities employees may be performing on their own (e.g. volunteer work, CPR training, walking programs, weight loss programs, etc.)?

10) Have you had any HIPAA breaches in the last 24 months? If so, please provide a description of each breach, the date of each breach, the number of participants impacted and how you handled the situation in each case.

11) Describe your data privacy protocols. Describe any breaches and how you responded.

Participant Services Questions

12) Describe your overall approach to participant engagement, sustained health improvement, and intrinsic motivation. How do you maximize "teachable moments?"
    a. For a low-risk participant
    b. For a medium-risk participant
    c. For a high-risk participant

13) How do you engage those most at-risk? Does your product use any artificial intelligence to customize the user experience based on their needs/interest?

14) How do you incorporate primary care relationships and preventive visits? If a participant chooses to get their health screening from their physician instead of through the onsite health screenings you offer in the workplace, how do you receive the data from the physician's office?

15) Describe your ability to administer team challenges, department challenges, and system-wide wellness programs.
    a. What is the criteria/approach to determine most impactful program focus areas?
    b. Do you provide turnkey tools, such as sign-up instructions, tracking tools, etc.?
    c. How does account management support these types of programs and activities?
    d. How do you evaluate the effectiveness of programs and challenges? Share a success story.

16) Describe the different types of incentive arrangements that you administer.

17) How is the participant directed to applicable resources following the health assessment, based on their individual health risk? Please specify the process for low-, moderate-, and high-risk individuals. Be clear in how you make personalized recommendations to programs beyond your portal.

Biometric Screenings

18) Describe the on-site screening process, including but not limited to the credentials/experience of the individual conducting the screenings and time required for registration, screening, and counseling after the screening.
    a. Scheduling
    b. Reminder emails
    c. Can you offer screenings during all three shifts?
    d. Describe staffing during screenings
    e. How do you accommodate walk-ins?
    f. How do you ensure confidentiality?
    g. What kind of coaching feedback do you offer participants immediately following an on-site screening?
    h. Is there a minimum attendance required for screenings and/or any surcharges that would apply for smaller screening sites?
    i. What kind of documentation does the participant receive immediately following the screening?
    j. How do you accommodate remote participants who can't attend onsite?

19) What tests are included in your recommended screenings?

20) Describe your approach for post-screening consultations.
    a. Immediately following the screening
    b. Within a few weeks of the screening
    c. Can a person engage in more in-depth coaching with the same coach who provides the post-screening consult?

21) What is the process for engaging and referring high-risk individuals promptly? Address emergency transportation in your response. To what providers and/or facilities are high-risk participants referred?

Reporting

22) Explain how risks are reported. Do you provide results for each biometric outcome?

23) Do you show the results for prior years to demonstrate progress on the participant report? If so, please provide a copy of the report.

24) How are the reports provided? Online? By Mail? Email? Are the reports printable if the participant wants to print the results?

25) Are reports provided to physicians? If so, how?

26) Describe standard reports that would be available online for easy download by KSU. Describe ad hoc reporting capabilities. What reports can a client or admin access themselves?

Portal and Technology

27) Please provide a sample portal login (website address, sample username/passcode) so KSU's RFP review team can access and experience the portal.

28) How do you customize the portal for each client?

29) Is your platform cloud based? If other, please explain.

30) Indicate which of the following are included in your portal:
    a. Online HA
    b. Front page participant dashboard showing participation status, to-do's, deadlines, and incentives earned
    c. Web-based health & wellness content
    d. Electronic wellness newsletters
    e. Web links to and information about third-party health and wellness resources (for example, information about onsite lunch and learns or community events can be posted on your portal)
    f. Online trackers for fitness and nutrition
    g. Program management (such as a steps or nutrition challenge)
    h. Live help (chat)
    i. Integration with wearables and apps (please list compatible devices and apps)
    j. Individual participant incentives status
    k. Other--please explain

31) Is your portal/platform mobile optimized? For example, can a participant complete their HA and sign up for screenings from a mobile device?

32) Do you offer an app?
    a. Does your wellness app include all portal features listed above (i.e., HA completion, registration for screenings, online trackers for fitness/nutrition)?
    b. Other compatibility? Please explain

Data Transfer

33) Describe how you would report incentives information to KSU for payment to participants.

34) Describe how you will incorporate data from the incumbent vendor to populate historic participant biometrics, track improvement, facilitate reporting, etc. Clarify any cost associated with this.

35) Describe how you will feed data to and receive data from other vendors, such as a third-party wellness screening partner, the medical plan TPA, etc. Clarify any cost associated with this.

Miscellaneous

36) As requested in the submission requirements in Section 5, List three current clients similar in setup and wellness program approach to KSU would be willing to provide feedback. At least one should be served by the client account manager proposed for KSU. Provide contact name, title, company name, phone number, and email address. At least two should be a reseller of your services.

(Proceed to following pages for Financial Proposal/Scope of Services and Fees Table.)

FINANCIAL PROPOSAL/SCOPE OF SERVICES AND FEES

The university is looking for an annual fee or an annual PEPM amount for all services proposed, so that we are not discussing, pricing, and weighing the benefit of adding services à la carte. We prefer to agree to services up front and then focus our collective efforts on the performance of our program.

Provide any pricing as described in proposal and as required. Include a separate document for pricing if necessary, consistent with the format here presented. Kent State University expects that all costs are included in the overall prices proposed, and that there will be no additional expenses billed to the University for any reason. Please make certain to identify any services mentioned in your RFP response that are not included in your proposed fee (services that would be an additional expense).

Please complete the following Fees and Scope of Services Table:

FEES	Year 1	Year 2	Year 3
Annual Fees or Comprehensive PEPM			

SCOPE OF SERVICES	Included? (Place an X in the box)	
	Yes	No
Data aggregation for medical, Rx, and wellness to determine correlations and effectiveness of programs.		
Online portal for employees to review their own health assessment and screening results, incentives earned, and health information.		
Automated online gamification and challenges that managers and employees can initiate.		
Online scheduler for onsite screenings that links to employees Calendars and sends reminders to employees.		
Provide real time online reports and dashboards which KSU's management team can access.		
Onsite health screenings with data entry either automated or entered onsite. For remote screenings at labs, all data is sent directly from lab to the wellness vendor's online system/portal.		
Coordination with primary care physician regarding employee health screenings that might be conducted via preventive services / primary care.		
Management of incentives with automated data exports to KSU's internal systems.		
Mobile applications that provide access to online portal and includes other features.		
Online portal that accommodates wearables via wireless or Bluetooth technologies (no manual hook up).		
Chronic condition management programs		
Tobacco/nicotine cessation programs		
Financial wellness		
Health literacy		

Dedicated account team with a lead account manager who will participate in face-to-face meetings at least quarterly		
Employee communications plans and materials		

OTHER SERVICES INCLUDED BUT NOT LISTED ON PREVIOUS PAGE	**Included?** **(Place an X in the box)**	
Please enter the additional services you would provide that would be included in your price	Yes	No

OTHER SERVICES NOT INCLUDED AND NOT LISTED PREVIOUSLY BUT WHICH YOU CAN PROVIDE	**Included?** **(Place an X in the box)**	
	Yes	No

Please list any scope assumptions that you have made in developing your scope of services and fee schedule.

(End of Section 6 Specifications.)

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.

FTE: "Full Time Equivalent/Equivalency"

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

KSU: "Kent State University"

LMS: "Learning Management System"

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.

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: 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"

SSO: "Single Sign-On"

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

8.0 SAMPLE OF DOCUSIGN RESPONSE FORMS 1-9 (FOR ILLUSTRATIVE PURPOSES ONLY.)

Form 1: Request for Proposal Attestation Form

KENT STATE UNIVERSITY - CAMPUS
REQUEST FOR PROPOSAL #:
RFP DESCRIPTION:
DATE OF ISSUE:
SEALED PROPOSALS DUE: , No Later than 4:30 PM Eastern

Proposals must be received via DocuSign and the Certificate of Completion must be timestamped "Signed" no later than the date and time specified above. Proposals timestamped after that date and time will be rejected.

Proposals are to be submitted in accordance with the 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.

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 DocuSign 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.

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: _____

Firm Name:_____

Address:_____

_____

Telephone Number: _____Fax Number:_____

Email: _____

Authorized Signature:_____

Name of Signee:_____

Title:_____

Date:_____

*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.

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 Men-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.
	State of Ohio Certified MBE (Attach Certificate)
	State of Ohio Certified EDGE (Attach Certificate)
	Ohio OMSDC/NMSDC Certification (Attach Certificate)
	Veteran-owned Business (Attach Certificate)
	WBENC Certification (Attach Certificate)
	Other MBE or Men-owned Certification (Attach Certificate)

Form 4: Buy Ohio Bidder and Product Information

1. All bidders are requested to complete the following information:

   _____ Bidder is an Ohio vendor.

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:

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

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: (http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%20211-12K.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)

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

_____ _____
(Street Address) (City, State, ZIP)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up 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)

_____ _____
(Nome) (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)

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 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.

iv. PLEASE DO NOT START FORM until previewing of the list of questions that will be asked.
v. 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.
vi. 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.

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.

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

If yes, please specify method:
_____

Is your company capable of receiving payment via ACH transfer? ___Yes ___No