

TABLE OF CONTENTS

1.0	Project Timeline	3
2.0	Organizational Overview	4
3.0	Request for Proposal Instructions	6
4.0	Request for Proposal Agreement Terms	11
5.0	Request for Proposal Format and Evaluation Criteria	21
6.0	Request for Proposal Purpose and Background	23
7.0	Submission Specifications and Requirements	24
8.0	Definitions	27
9.0	Appendices	28
10.0	Sample of Response Forms 1 through 9 (DynamicForms)	40

1.0 PROJECT TIMELINE

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

- **Monday, December 2, 2024:** RFP issued
- **Monday, January 6, 2025, 5:00 PM Eastern:** Deadline to register for the mandatory pre-proposal virtual meeting. (Register with Larry McWilliams in Kent State University's Procurement Department via email to lmcwilli@kent.edu.)
- **Week of January 13, 2025, specific date and time TBD:** Mandatory pre-proposal virtual meeting via Microsoft Teams (site visits available upon request during Q&A period noted below)
- **Friday, January 20, 2025, 12:00 PM Eastern:** Deadline to submit follow-up questions to Larry McWilliams in Kent State University's Procurement Department via email to lmcwilli@kent.edu
- **No later than Wednesday, January 29, 2025, 5:00 PM Eastern:** University response to follow-up questions received posted to Procurement website, www.kent.edu/procurement
- **Friday, February 7, 2025, 4:30 PM Eastern:** Proposals due via DynamicForms submission; distribution of proposals received and evaluations to begin the following Monday, February 10, 2025
- **Period of February 10 through early March, 2025:** Evaluation of proposals received; follow-up questions sent to select respondents AND/OR selection and scheduling of finalists for presentations/interviews, if necessary
- **Early March 2025:** Finalist interviews/presentations if necessary; final evaluation to follow
- **Late March 2025:** Announcement of vendor selection pending Board of Trustees approval; negotiation and vendor integration logistics to follow
- **Wednesday, June 25, 2025:** Meeting of the University Board of Trustees
- **Tuesday, July 1, 2025:** Inception of new contract

2.0 ORGANIZATIONAL OVERVIEW

2.1. Kent State University

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

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

The Kent Campus is a global education destination in its own right, serving as home to 3,000 students hailing from 111 countries. The University offers more than 282 associate and baccalaureate degree programs and 165 graduate programs. Academic programs are organized into 10 colleges and one independent school: Aeronautics and Engineering; Architecture and Environmental Design; Arts and Sciences; the Arts; Business Administration; Communication and Information; Education, Health and Human Services; Nursing; Podiatric Medicine; and Public Health, as well as the School of Digital Sciences.

Kent State University continues to make a positive contribution to the state's economy with over 10,700 employees comprised of 2,700+ full- and part-time faculty. There are 3,000+ staff members which are made up of 2,700+ full-time employees, 360+ part-time employees along with 5,000+ student employees. As of November 1, 2024 the Kent Campus has a total of 3,060 employees made up of 1,419 unclassified staff, 94 temporary unclassified staff, 627 classified staff and 920 faculty.

2.2. The Health and Wellbeing Landscape

Health and wellbeing are embedded into campus life. Aside from providing outpatient services, Kent State University provides numerous services under the Division of Student Life umbrella that are designed to support students physical and mental health. Among those include:

DeWeese Health Center

The current outpatient facility's mission is to provide comprehensive, quality medical and psychiatric healthcare to the Kent State community in a welcoming and inclusive environment. The vision is to be a model of integrated healthcare as the premier college health center in Ohio, providing comprehensive health and wellness care to promote retention and academic success. The model includes services for all campus constituents, to include students, faculty and staff.

Recreation and Wellness Services

The mission of RecWell is to provide equitable co-curricular experiences through a culture of learning, growth and well-being in a supportive, welcoming environment. Beyond the open recreation opportunities in our facility, we also offer more than 3,000 programs annually to our campus and surrounding community. These programs aim to be fun, interactive and beneficial to fitness goals. With everything from fitness classes, safety certifications, community sports and adventure trips, there is something for everyone. Online program registration increases access to RecWell offerings.

Housed under the Recreation and Wellness Center, Kent State of Well-being's mission is to support, promote, and create robust opportunities, programs, and resources that enable individuals to achieve a holistic sense of health and well-being. We encourage the entire community to invest time, talent, and resources toward cultivating a safe, just, and healthy culture

Counseling and Psychological Services

Counseling and Psychological Services is dedicated to student success and retention by facilitating wellness and personal growth based on the unique needs of the student. Counseling and Psychological Services provides confidential mental health

services to students, including crisis intervention; individual, couples and group therapy; psychological testing; and substance abuse evaluation and treatment. Our staff works collaboratively with DeWeese Health Center medical and psychiatric providers to address medication needs.

There are also two academic run counseling centers:

The Counseling Center

Located at 325 White Hall on the Kent State Campus, the center offers individual and group counseling services for a wide variety of concerns for individuals from the university and community and serves as a training clinic for graduate students in the Counselor Education and Supervision program.

The Psychological Clinic

Services are provided by master's and doctoral students under the close supervision of clinical faculty members who are licensed psychologists. The philosophy of education and training of the Clinical Psychology Ph.D. program is based on the clinical science model.

(Continue to Section 3.0.)

3.0 REQUEST FOR PROPOSAL INSTRUCTIONS

3.1. Proposal Instruction and Information

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

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

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

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

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

3.2. New Product Lines:

Upon written request by the successful proposer, new related product lines not available at the time of proposal bidding may be added during the course of any agreement resulting from this RFP at like discounts for the represented manufacturers.

3.3. Specifications

Specifications have been based on products and services familiar to the University and are used for the purpose of description and establishing quality desired. Acceptable alternatives will also be considered.

3.4. Exceptions to Specifications

The proposer shall clearly state in the quote any exceptions to, or deviations from, these specifications, terms or conditions; otherwise, the proposer will be responsible for compliance with all requirements listed herein. Proposers shall provide a separate, itemized list of any and all exceptions. Such list must be cross referenced to the corresponding numbered item in this bid.

3.5. Additional Information

In the event that information submitted by the proposer is unclear to the University, the University may request additional explanation from the proposer for the purpose of evaluation and decisions. The proposer shall answer requests for additional information or clarification in writing, and these responses will become part of the company’s overall submission. Proposers failing to provide adequate information on any issue in a timely manner to allow a comprehensive evaluation by the University shall be considered unresponsive, and their proposal subject to rejection.

3.6. Verbal Information

Respondents shall NOT base the proposal on verbal information from any employee of the University from the date and time the RFP is received by the proposer, unless otherwise noted elsewhere in the RFP. Any such incident will invalidate the proposal, and bar that particular vendor from receiving a purchase or contract award. In case errors or omissions are found in the proposal document, companies submitting proposals shall at once inform the signee in the Procurement Department who will publish the correction to all companies.

3.7. Evaluation and Contract Award

Selection and award of contract will be made to the vendor(s) whose proposal, in the sole opinion of Kent State University, represents the best overall value to the University. Factors which determine the award are more fully detailed in the specifications, and will include, but will not be limited to, the following: The proposer's responsiveness to all specifications in the RFP, quality of the proposer's products and/or services, ability to fulfill the contract, and general responsibility as evidence of past performance. Payment terms and cash discounts will be considered as determining factors in the contract award.

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

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

3.8. Proposer Presentations

Proposers submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the University may be required to give an oral presentation to the University selection team. Scheduling of these oral presentations will be done by the Procurement Department.

3.9. Samples

Requested samples necessary for evaluation must be provided without cost or obligation to Kent State University, and shall become the property of the University. Upon request by the supplier, unless destruction, alteration or retention of the sample is required for evaluation purposes, samples may be returned to supplier at supplier's expense.

3.10. Rights Reserved

The University reserves, and in its sole discretion may, but shall not be required to, exercise the following rights and options with respect to the proposal submission, evaluation and selection process under this RFP:

- To reject any proposal if, in the University's sole discretion, the proposal is incomplete or is not responsive to the requirements of this RFP, the Respondent does not meet the Qualifications set forth in the RFP, or it is otherwise in the University's best interest to do so;
- To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more respondents for negotiation or to cancel this RFP with or without issuing another RFP;
- To accept or reject specific items or elements in any proposal and award a contract based only on such items or elements if it is deemed in the University's best interest to do so;
- To reject the proposal of any respondent that, in the University's sole judgment, has been delinquent or unfaithful in the performance of any contract with the University, or is financially or technically incapable or is otherwise not a responsible respondent;
- To waive any informality, defect, non-responsiveness and/or deviation from this RFP and its requirements that is not, in the University's sole judgment, material to the proposal;
- To permit or reject at the University's sole discretion, corrections (including for information inadvertently omitted), of proposals by some or all of the respondents following proposal submission;
- To request that some or all of the respondents modify proposals based upon the University's review and evaluation;
- To request additional or clarifying information or more detailed information from any respondent at any time, before or after proposal submission, including information inadvertently omitted by a respondent;

- To inspect and otherwise investigate projects performed by the respondent, whether or not referenced in the proposal, with or without the consent of or notice to the respondent;
- To conduct such investigations with respect to the financial, technical, and other qualifications of respondents as the University, in its sole discretion, deems necessary or appropriate;
- To enter into post-submission negotiations and discussions with any one or more respondents regarding price, scope of services, and/or any other term of their proposals, and such other contractual terms as the IUC-PG may require, at any time prior to execution of a final contract. The University may, at its sole election, enter 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 or continue negotiations with other respondents; and, to solicit new proposals from entities that did not respond to this RFP.

3.11. Procedure for Conducting Negotiations

—Who To Negotiate With First

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

—Negotiations With Multiple Vendors

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

—If Negotiations Are Unsuccessful

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

3.12. Valid Proposals

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

3.13. Preferred Invoicing and Payment Methods

The successful proposer must invoice products or services awarded exactly as indicated on a resultant University purchase order, to include cost, unit specified, quantity ordered, item descriptions, etc.

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

3.14. Dun and Bradstreet Data:

Kent State University reserves the right to request data from Dun and Bradstreet concerning history of company's financial and payment statistics. Proposals from companies failing to provide the requested data to Dun and Bradstreet will not be considered.

3.15. Supplier Diversity:

The University strongly encourages women, minority groups, and EDGE vendors to respond to University Requests for Proposals. Kent State University is committed to supplier diversity and encourages full participation of historically disadvantaged, economically and socially underutilized businesses, Minority Business Enterprises (MBE), Women-Owned

Business Enterprises (WOBE), and State of Ohio EDGE Enterprises located within the University's geographic region and beyond.

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

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

3.16. Preference to United States and Ohio Products:

State of Ohio Am. H.B. 271 requires that preference be given to products produced or mined in the United States and in Ohio.

3.17. Buy America:

Proposals will be evaluated to determine that a proposer's offering is for a "domestic source end product", as defined in the Federal Buy America Act, 41 U.S.C.A., section 10a-10d. Any proposer's offering that does not meet this requirement shall be rejected, except in those circumstances where a determination has been made that certain articles, materials and supplies are not mined, produced or manufactured in the U.S. in sufficient and reasonably available commercial quantities and of satisfactory quality.

3.18. Buy Ohio:

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

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

3.19. H.B. 476, State Contract and Boycotting:

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

3.20. Mandatory Pre-Proposal Meeting/Conference Call: A mandatory pre-proposal meeting/conference call will be conducted remotely via Microsoft Teams **the week of January 13, 2025 at a specific date and time yet to be determined** to answer any questions and address any issues that may arise in the development of proposals. Vendors are strongly encouraged to register and participate.

The pre-proposal meeting/conference call is mandatory, and participation is a condition for contract award. Proposers are asked to register for it by contacting Larry McWilliams in the Procurement Department via email at lmewilli@kent.edu. The deadline for registration is 5:00 PM Eastern Monday, January 6, 2025. All emails will be

acknowledged as received, along with a confirmation of your registration, confirmation of exact date and time of the meeting, and directions and instructions for participating in the meeting/conference call the week of January 13, 2025.

- 3.21. Post-meeting Follow-up Question and Answer Period:** Follow-up questions pursuant to the mandatory pre-proposal meeting **must be submitted by email to Larry McWilliams in the Procurement Department via email at lmewilli@kent.edu no later than 12:00 PM Eastern Friday, January 20, 2025.** 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 Wednesday, January 29, 2025.**

(Continue to Section 4.0.)

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. A University purchase order will be issued for the payment of invoices.

4.2. **Initial Period of Agreement and Renewals:**

The term of the agreement shall be for a period sufficient to satisfy all requirements. The University preference is for a ten (10) year initial agreement with the option for two (2) five (5)-year renewal periods.

4.3. **Termination:**

Due to the nature of services being requested, the University will require ample time to ensure that continuity of care for patients is maintained. A notification period of twelve (12) months is preferred to meet this need. Termination may occur by giving the other party written notice of its intent to terminate the contract, except that any breach of this contract shall be just cause for the University to terminate the contract immediately without such prior notice to you. In the case of any termination resulting from breach of contract, the Procurement Department may, at its discretion, prohibit proposer from submitting a proposal on any project at the University for a period of up to three (3) years.

4.4. **Choice of Law:**

This Request for Proposal will be governed, interpreted and construed in accordance with the laws of the State of Ohio.

4.5. **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.

4.6. **Vendor Responsibilities**

Vendor may not, during the term of the contract, or any renewals or extensions thereof, assign or transfer all or any part of the contract without the prior written consent of the University; and, should Vendor become insolvent, or if proceedings in bankruptcy shall be instituted by or against Vendor the remaining or unexpired portion of the contract shall, at the election of the University, be terminated.

4.7. **Value**

The contract will not guarantee a specific amount of business, or income, and is not an exclusive contract. The University reserves the right to place purchase orders in any manner deemed by the University to be in its own best interest.

4.8. **Estimated Requirements:**

The University in no way obligates itself to purchase the full quantities indicated, but the entire amount of any discount offered must be allowed whether or not the purchases are more or less than the full quantities indicated. The University's requirements may be greater than or less than the quantities shown, and the Vendor shall be obligated to fulfill all requirements as shown on the purchase orders whose mailing dates fall within the term of the contract.

4.9. **Sales Tax:**

Kent State University is exempt from Ohio sales tax and federal tax and will furnish an exemption certificate upon request.

4.10. **Price and Freight:**

All pricing must be quoted FOB Destination, Kent, Ohio. Include all freight, transportation, and any applicable handling and/or installation charges necessary to complete delivery on an FOB Destination basis. Please specify if your pricing is quoted delivered or pickup.

4.11. **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.

4.12. Supplier Onboarding System:

Kent State University utilizes a designated third-party provider for onboarding and managing vendors in our system. Vendors awarded contracts with Kent State University must register with our designated third-party provider and provide their business information as required by our provider. Vendors are responsible for maintaining and updating their profile information via the designated third part providers system More information about Kent State University's vendor onboarding provider and process can be found on Accounts Payables homepage <https://www.kent.edu/accounts payable>

4.13. Payment Terms and Cash Discounts:

Kent State University will endeavor to use any cash terms offered, and these could be considered in determining the final net price depending on the discount period.

In the event that Kent State University is entitled to a cash discount, the period of computations will commence on the date of delivery or receipt of a correctly completed invoice, whichever is later. If an adjustment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the University is entitled to a cash discount with the period commencing on the date it is determined that a cash discount applies.

4.14. 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.

4.15. Guarantee and Warranty Requirements:

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

4.16. Product Substitutions:

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

4.17. Price Adjustment:

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

4.18. 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 Student Life, 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.

4.19. Sales Representative

Vendor will provide the name and telephone number of the company sales representative who may be contacted Monday through Friday 8:00 AM to 4:00 PM Eastern exclusive of holidays. Vendor representative shall have primary responsibility for processing and correcting all breaches of this contract and shall be authorized to accept emergency and special orders. Vendor must notify the University when the regular sales representative is on vacation and identify the individual acting in his/her absence.

4.20. Extending Resulting Contracts

Please advise if your company has an interest in extending your offer to the Inter-University Council of Ohio Purchasing Group (IUC-PG) membership. This is a courtesy request and there is no obligation to agree to it. It is not part of the University's selection criteria. Should you choose to extend usage, participation in the contract by other IUC-PG members is strictly voluntary on their part, and the University's sole role and responsibility would be to share the contents of the contract with them.

In no way must any decision by your company to extend the contract to the IUC-PG members negatively affect the delivery capability, general service level, prices, discounts, product availability or other contractual obligations to the University. Please indicate in your response package if your company agrees to extend any resulting contracts to include other IUC-PG members who may have an interest in utilizing it and describe any regional or geographic limitations.

4.21. 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 Vendor. Termination resulting from breach will be cause, at the sole discretion of the University, to suspend the proposer from proposing on any project at the University for a period of up to three (3) years.

4.22. Parking

Kent State University operates under a paid parking system. All Vendor-owned vehicles and privately-owned vehicles of Vendor personnel that are to be parked on campus must comply with existing parking regulations. If parking permits are required, the successful proposer will purchase appropriate numbers of permits from Kent State University Parking Services. All regulations concerning parking can be obtained from Parking Services. Vendor is to take care that sidewalks are not blocked, and all handicap areas are fully accessible.

4.23. Federal, State and Local Laws

Vendor shall, in the performance of work or services, fully comply with all applicable federal, state or local laws, rules, regulations and ordinances, and shall hold Kent State University harmless from any liability from failure of such compliance.

4.24. 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. Indemnification/Hold Harmless

Vendor shall indemnify and hold Kent State University harmless from and against all claims, losses, expenses, damages, causes of actions and liabilities of every kind and nature (including without limitation reasonable attorney's fees), arising out of any alleged breach of any proposer's obligations or warranties or from any other acts or omissions of Vendor, its officers, agents, employees and subcontractors.

4.26. Force Majeure

If University or Vendor is unable to perform any part of its obligations under this contract by reason of force majeure, the party will be excused from its obligations to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this contract. The term “force majeure” means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restraint of government and people; war; strikes; and other like events; or any other cause that could not be reasonably foreseen in the exercised of ordinary care, and that is beyond the reasonable control of the party.

4.27. 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:

- **Professional Liability Insurance—if applicable.**

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

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

- **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

- **Crime Coverage—if applicable.**

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

- Single Loss: \$500,000

- **Cyber Liability—if applicable.**
Coverage: Policy for service provider who has access to credit card information, student or employee records, health records, or any other Personally Identifiable Health Information.
 - Each event for Breach Response/Event Services: \$1,000,000
 - **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
- (e) 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 the 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 forth in Section 4.25 above.
- (f) 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.
- (g) 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.

4.28. Proprietary Information Disclosure

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

4.29. Marketing and Advertising:

Vendor shall not willfully use the name, identifying marks or property of Kent State University for its own promotional purposes. Use of Designs:
Vendor agrees that it will keep confidential the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical or proprietary information furnished by the University and use such items only in the production of item(s) awarded pursuant to the contract. Upon demand or completion of resultant purchase order, the proposer shall return all such item(s) to the university at the expense of the Vendor or make other disposition thereof as may be directed or approved by the University.

4.30. Performance Bond:

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

4.31. Equal Employment Opportunity:

Kent State University is an Equal Opportunity Employer and as such makes the following request: The proposer, in submitting a proposal and /or filling a purchase order, agrees not to discriminate against any employee or applicant for employment with respect to hiring and tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, gender, age, sexual orientation, national origin, disability, or identity as a disabled veteran or veteran of the Vietnam era to the extent required by law. The proposer must further agree that every subcontract or order given for the supplying of this order will contain a provision requiring nondiscrimination in employment, as herein specified. This covenant is required pursuant to Federal executive orders 11246 and 11375 and any breach thereof may be regarded as a material breach of the contract or purchase order. Additionally, Proposer must comply with the following:

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

4.32. Prevailing Wage Rate:

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

4.33. Drug Free Workplace:

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

4.34. Smoke-Free, Tobacco-Free University:

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

4.35. Americans with Disabilities Act:

Without limiting the requirements of Subsection 4.49, Electronic Information Technology Accessibility, Seller agrees to comply with the Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12131-12134, and 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.

4.36. Conflicts of Interest and Ethics Compliance:

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

4.37. Executive Order Banning the Expenditure of Public Funds on Offshore Services:**—Executive Order Requirements**

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

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

—Termination, Sanction, Damages

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

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

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

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

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

—Assignment/Delegation

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

4.38. Executive Order 2022-02D:

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

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

4.39. Finding for Recovery; Debarment:

Ohio Revised Code Section 9.242 prohibits any vendor who has been debarred by any state agency to participate in any contract during the debarment period. Further, Vendor represents and warrants that it is not now and will not become during the term of any contract resulting from this RFP, subject to an unresolved finding for recovery under ORC Section 9.24 and is not under any suspension or debarment by any office of the state of Ohio or the federal government. If this representation

and warranty is found to be false, any contract resulting from this RFP shall be void, and the Vendor shall immediately repay the university any funds paid under the contract. If Vendor becomes subject to an unresolved finding for recovery under ORC Section 9.24 and/or is suspended or debarred by any office of the state of Ohio or the federal government during the term of the contract, such finding for recovery, suspension or debarment shall be considered a material breach of such contract, and the University may, at its sole discretion, terminate the contract.

4.40. Campaign Contributions:

The vendor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.

4.41. Biobased Products Bid Reference Policy:

The Department of Administrative Services, other state agencies and state institutions of higher education must procure biobased products that fall within the designated item categories list compiled by the United States Department of Agriculture, as maintained by the Department of Administrative Services. State agencies must procure equipment, materials, and supplies in accordance with procedures set forth in Ohio Revised Code section 123:5-1-14. Biobased products may be considered, and a preference may be applied for those biobased products meeting the specifications set forth in bidding documents when applicable. For those proposals in which biobased products are offered, Vendor must list or otherwise identify and certify those products.

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

4.42. Data Security Requirements/PCI Compliance:**4.42.1. 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 "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.

4.42.2. If an NDA is required for the disbursement of any of these documents or information, provide a copy of the NDA in your response.**4.42.3. Will this product or service have involvement in the processing of credit card transactions (Card-Present, Card-Not-Present, Online, Phone-based, or otherwise)?**

- If yes, submit a QSA-signed Attestation of Compliance to the Payment Card Industry Data Security Standards ("PCI-DSS").
- If yes, Vendor acknowledges and agrees to the following statements:
 - o *Kent State University requires that Vendor at all times maintain compliance with current PCI DSS as applicable. Accordingly, the Vendor will be required to provide confirmation of compliance upon request by Kent State University throughout the contract term. Respondent hereby acknowledges that cardholder data may only be used for execution of the contracted systems or services as described herein, or as required by the PCI DSS, or as required by applicable law.*
 - o *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.*
 - o *In the event of a breach, intrusion, or unauthorized access to cardholder data, Vendor shall immediately notify the Kent State University Office of Security and Access Management to allow for the PCI DSS breach notification process to commence. Vendor shall provide appropriate payment card companies and their respective designee's access to Vendor's facilities and all pertinent records to conduct a review of Vendor's compliance with the PCI DSS requirements. Vendor acknowledges liability for any and all costs resulting from such breach, intrusion, or unauthorized access to cardholder data deemed to be the*

fault of Vendor. Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless Kent State University and its officers and employees from and against any claims, damages, or other harm related to such breach.

4.43. European General Data Protection Regulation:

If Kent State University's Cyber Security and Privacy Department in the Division of Information Technology, determines that the services provided within this RFP involve the transfer of personal data subject to the European General Data Protection Regulation, the supplier will be required to execute the University's European General Data Protection Regulation addendum.

<https://www.kent.edu/sites/default/files/file/GDPR%20Vendor%20Addendum%20KSU%20FINAL%200619%20PDF.pdf>

4.44. 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.

4.45. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Compliance:

Vendor agrees to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the regulations promulgated thereunder, including without limitation the federal privacy regulations (the "Federal Privacy Regulations") and the federal security standards (the "Federal Security Standards"), as such provisions are applicable to delivery of the goods or services being provided pursuant to and contract resulting from this RFP. Vendor acknowledges that an entity's status as a business associate is determined under law, regardless of such entity's opinion as to its status as a business associate; and if an entity is, under applicable law, a business associate, such entity has a direct legal obligation in its own right to comply with all legal requirements applicable to a business associate. Accordingly, Vendor agrees not to use or further disclose any protected health information, as defined in 45 CFT 164.504, or individually identifiable health information, as defined in 42 USC § 1320d (collectively the "Protected Health Information" or "PHI"), other than as permitted by the requirements of HIPAA or regulations promulgated under HIPAA including without limitation the Federal Privacy Regulations and the Federal Security Regulations. Vendor agrees to implement appropriate safeguards to prevent the use or disclosure of Protected Health Information as applicable to the performance of any agreement arising from this RFP. The successful Vendor agrees to promptly report to University any improper or unlawful use or disclosure of any PHI arising out of or relating to the products and or services arising from this RFP.

4.46. Electronic Information Technology (EIT) Accessibility Compliance:

If any component of the proposed product or service is an Electronic Information Technology (EIT) product or service as such products or services are defined below in this Section, then your proposal must include a response to this section so the proposed product or service can be evaluated by university personnel for compliance with the University Policy 4-16. EIT product(s) and/or service(s) include, but are not limited to, systems and application software (including mobile), online services such as learning management systems, content management systems, access portals, online marketing solutions, websites, web content and multimedia, digital materials (video, audio, etext, ebooks, lab simulations, virtual reality systems, augmented reality systems), telecommunications, and self-contained products such as displays, kiosks, touchscreens, operable controls (key carded door openers), and personal response systems.

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

The following examples DO require the completion of this form.

Example 1

Physical Product: Payment kiosks on parking lots

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

Example 2

Physical Product: Package lockers

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

Example 3**Physical Product:** Electric battery charging stations for vehicles**Accompanying EIT Element:** Accompanying mobile app to reserve locations and pay for charging

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

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

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

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

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

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

4.47. Supplier Onboarding/PaymentWorks:

Kent State University utilizes a designated third-party provider for onboarding and managing vendors in our system. Vendors awarded contracts with Kent State University must register with our designated third-party provider and provide their business information as required by our provider. Vendors are responsible for maintaining and updating their profile information via the designated third part providers system More information about Kent State University's vendor onboarding provider and process can be found on Accounts Payables homepage <https://www.kent.edu/accounts payable>

(Continue to Section 5.0.)

5.0 REQUEST FOR PROPOSAL FORMAT AND EVALUATION CRITERIA

5.1. Format and Content of Proposals:

To respond to this RFP, vendors are to submit their proposal electronically through DynamicForms. No other submission method will be accepted, unless otherwise disclosed in the RFP Instructions and Specifications. The confirmation of receipt of your response must be noted as “Signed” no later than the “Proposals Due” date and time specified above. The Forms History of your DynamicForms account will also note the date and time of your proposal submission. Proposals submitted after the “Proposals Due” date and time specified above will be rejected. The proposal must be signed by a person authorized to bind the proposing form to the representations, commitments and statements contained in this response. Proposals should be prepared as simply as possible and provide a straightforward description of the Proposer’s capabilities to satisfy the requirements and goals of the RFP. Proposer should concentrate on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and labeled clearly.

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

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

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

5.2. Format and Content of Responses

Each submission must address the following sections. If the vendor does not wish to submit information related to a particular section, please indicate it in the corresponding section and provide possible considerations to meeting that need a different way.

Using the specifications outlined in Section 8.0, an acceptable response will address the following areas:

Section 1 – Executive Summary

provide a concise summary of the products and/or services proposed

Section 2 – Vendor Profile

provide responses related to operational and financial solvency of the organization

Section 3 – Specifications – Services: Required & Supplemental*

provide proposal to offer services on or near campus

**If you do not wish to submit a proposal for these services, please provide an alternate recommendation(s) on how you might address meeting the need for patients who require these services.*

Section 4 – Facilities and Equipment–

provide a high-level plan for facility(ies) and equipment expected to perform the agreed upon services whether the resources currently exist or there is a proposal for the future.

Section 5 – Staffing

provide staffing plan to include proposed details for current staff members

Section 6 – Implementation Plan

provide a high-level implementation plan with estimated timeline

Section 7 – Financial Models

provide strategic funding options that will be mutually beneficial to both the university and the vendor.

5.3. Responses to Service Specifications

The university has provided a breakdown of the services that should be addressed in the response. Those services listed as required services must be addressed in some way as part of the proposal. The vendor may or may not wish to submit responses for those services listed as supplemental. In addition to the above, the university will consider any value-added components in the response to the RFP.

However, should a vendor wish to provide a proposal for a supplemental service with a strategic partner, this response would be included as one response from the primary vendor. Any relationship between the vendor and strategic partner is outside of the scope of this request and would be negotiated solely between those two parties.

5.4. Evaluation Criteria and Process

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

(Continue to Section 6.0.)

6.0 REQUEST FOR PROPOSAL PURPOSE AND BACKGROUND

6.1. Purpose

The university is seeking a mutually beneficial strategic partnership to continue providing healthcare services on the Kent campus with a focus on students, faculty and staff while maximizing financial resources. The purpose is to reimagine how to meet the campus needs and proposals can resemble all or parts of the current model.

6.2. Campus Clinical Practice Overview

The current outpatient facility's mission is to provide comprehensive, quality physical and mental healthcare to the Kent State, Kent campus community in a welcoming and inclusive environment. The vision is to be a model of integrated healthcare as the premier college health center in Ohio, providing comprehensive health and wellness care to promote retention and academic success.

DeWeese Health Center

Currently, outpatient services are housed internally within the DeWeese Health Center. The clinic is an accredited, outpatient healthcare facility that provides services to students, faculty, and staff on the Kent Campus:

- The clinic is located on the Kent Campus at 1500 Eastway Drive, Kent, OH.
- Clinic hours are from 8am to 5pm Monday through Thursday and 9:30am to 5pm on Friday.
- The clinic can perform CLIA Waived laboratory testing and has a reference lab draw station on site. There is currently an internally managed pharmacy as well as radiology services.
- The clinical team includes board certified physicians, nurse practitioners, registered nurses, pharmacists, and radiologic technologists. Each healthcare provider is credentialed and licensed with the State Medical Board of Ohio.
- Showing a commitment to health and academic success, DHC is affiliated with the following national organizations: Accreditation Association for Ambulatory Health Care, The JED Foundation, American College Health Association.
- Visit volume ebbs and flows based on the semester cycles. DHC has approximately 15,000 interactions with students per year.
- 13% of visits are for faculty and staff, there is a range of acute care and chronic condition management. Patient feedback shares that due to location and quick access for appointments are primary drivers to the health center.

Qualitative and Quantitative Data

For specifications of clinical service details including diagnoses and visit volume, see [Appendix 9.3](#)

For specifications of patient satisfaction and continuous quality, see [Appendix 9.4](#)

For specifications of ancillary service details, see [Appendix 9.5](#)

For specifications of staffing and financial details, see [Appendix 9.6](#)

(Continue to Section 7.0.)

7.0 SUBMISSION SPECIFICATIONS AND REQUIREMENTS

Kent State University is exploring all possible scenarios to maintain healthcare services on the Kent campus. Please feel free to contribute additional information and counter proposals to assist the university in meeting this goal.

7.1. Section 1 – Executive Summary

1. Company name and address
2. Organizational Chart
3. Size of parent company - current ownership Is your company a “parent” to any other companies or subsidiaries? If so, please describe.
4. Vision statement and/or organizational goals and how these align with entering a strategic partnership with the university.
5. Identify primary contact person, project leader and other staff to be involved in the preliminary process. Indicate the anticipated roles and responsibilities of each.
6. Provide 3 recent or current references for entities where comparable services outlined in this proposal are provided.

7.2. Section 2 – Vendor Profile

1. Method of evaluating corporate performance to ensure contract compliance.
2. Similar/Related services or products associated with your company that may or may not be of interest to the university
3. Annual reports or financial documentation demonstrating solvency for more than three years
4. Please outline future development plans for the current and next fiscal year, for the entire company and system specific to this proposal.

7.3. Section 3 – Service Specifications

1. Administrative Assessment
 - A. Are you anticipating any significant business changes, including acquisitions or mergers, in the coming year? Please describe.
 - B. Please outline your proposal to ensure effective collaboration and goal alignment with the university. Does this include dedicated staff or resources from your organization? If so, please describe.
 - C. Please outline your proposal to ensure communication is maintained with on-campus health and wellness entities and initiatives, particularly addressing mental health and other medical provider partners.
 - D. Please outline a proposal for leadership and participation in campus response to public health emergencies and other health crises.
 - E. Please provide copies of your sample reporting package(s). What self-service & dashboard reporting is available? At what frequency?
 - F. Please provide details of how quality, patient safety and risk management will be measured and monitored.
 - G. Provide confirmation that your employees are insured under your liability insurance policies, including Medical Professional Liability.
 - H. Please provide details outlining payment for services processes including a list of health insurance companies that you contract with to provide healthcare services to its members as “preferred providers” or “in-network providers”.
 - I. Means and methods of payment accepted and describe any internal payment plans offered to patients.
 - J. Financial Assistance Program or other avenues that may be in place for uninsured and/or low-income individuals.
2. Operations Assessment
 - A. Please outline your proposal for management of electronic health records for services and options for the current system (i.e., replace? migrate?)
 - B. Describe the following features and capabilities of your systems:
 - 1) Appointment scheduling (online, phone, other?)
 - 2) Patient portal, including patient document upload capabilities
 - 3) Patient support (i.e. call center)
 - 4) Patient education
 - 5) Wellness programs (either on-site or electronic)
 - C. Describe the clinic model you would recommend for the university and why.

- D. Outline hours of operations and standard operating procedures for patients as they travel through the office visit from scheduling to check-out.
 - E. How do you handle urgent care/same day requests? Do you allow walk-ins? Please describe.
 - F. What is the time allotted for each patient? If it varies by visit type, please describe.
 - G. How do you support patients already seeing a primary care provider or specialist outside of your organization?
 - H. What services would you offer targeted specifically to international student populations? Do you have a mechanism in place to track insurance and immunization requirements?
3. Scope of Required Services Assessment
- A. Please provide a detailed description of how you intend to provide the following services:
 - 1) Acute care/ urgent care
 - 2) Sexual health
 - 3) Chronic conditions
 - 4) Preventative care
 - 5) Radiology services
 - 6) Laboratory services
4. Scope of Supplemental Services Assessment
- A. Please provide details of how you would provide the service or alternative options you may recommend meeting the patient needs:
 - 1) Pharmacy services
 - 2) Immunizations, Allergy, Travel services
 - 3) Workers Compensation services
 - 4) Occupational health services including options to meet needs of Institutional Review Board (IRB) and Institutional Animal Care and Use Committee (IACUC).:
 - a. Serve as the medical subject matter expert for study review board
 - b. Serve as the physician overseeing clinical related study activities
 - c. Other clinical needs related to human and/or animal related research to meet federal study requirements
 - 5) Campus-wide Health Promotion and Communication efforts
 - 6) Administrative oversight of university health requirements (immunizations, insurance)
5. Service Level Agreements or Third-Party Vendors
- Identify any related services provided by an entity other than the submitting organization that may impact service delivery that is outlined in this proposal (i.e., EHR vendor, billing clearing house, etc.)

7.4. Section 4 – Facilities and Equipment

We seek to work with a health service vendor to make physical improvements to the current space to increase efficiency and workflow. The desire is for the vendor to provide all facilities and equipment that may be necessary to perform the agreed upon services.

The DeWeese Health Center is located on the Kent Campus. The three-floor facility was built in 1969 and encompasses more than 37,000 square feet. The 2016 Facility Condition Assessment rated all building systems fair or better except for the mechanical systems, which were graded as marginal. An updated assessment is recommended.

For specifications of facilities and equipment details, see [Appendix 9.6](#)

- 1. Facilities & Equipment Assessment
 - A. Confirm ability to operate in current space and include description
 - B. Provide recommendations for effective and efficient utilization of the existing space. Incorporate recommended service offerings.
 - C. Provide proposal for use of current equipment on site and any additional anticipated equipment needs.
- 2. Naming Rights, Sponsorship or Advertising related to Kent State University Facilities:

Kent State invites any proposals for the naming rights of the health-related facilities that include the DeWeese Health Center. Proposals for naming rights or sponsorship should include a short introduction and summary of the key features of the reason why your company should have naming rights to a specific building or facility

7.5. Section 5 – Staffing

The vendor shall be responsible for the wages and benefits of all its employees housed on campus. The vendor has the right to set its own wages and benefits with the expectation that these will be comparable to market rates for the same/similar positions.

1. Staffing Assessment

- A. Please provide a staffing proposal to include utilization of staff members currently employed at DeWeese Health Center.
- B. Please outline your proposal for assignment of dedicated healthcare staff to provide consistent and high-quality care with particular attention to the Fall and Spring semesters when volume is highest.
- C. What are clinic staff employment relationships (direct employees, independent contractors or leased)?
- D. Please include all fringe benefits offered to employees such as tuition reimbursement, retirement options with any employer contributions, and health insurance options to include any vision and dental benefits.

7.6. Section 6 – Implementation Plan

The university is seeking an aggressive implementation timeline to assume management of clinical services. Any additional agreed upon service or structure changes can have an extended timeframe so long as liability and operations fully transition to the vendor on or before July 1, 2025.

1. Implementation Plan

Please provide a feasible implementation timeline to meet this goal date of July 1, 2025. Include any areas that you see as pressure points in meeting this goal.

7.7. Section 7 – Financial Models

The university is interested in financial models that would be beneficial to both the vendor and the university while meeting the primary purpose of maintaining quality care on campus.

1. Financial Assessment

Please provide line item start up and administration costs in the following segments:

- A. Building/Space Set Up and/or Construction
- B. Start-up Costs (examples: staffing/training, implementation, etc.)
- C. Ongoing Operating Coats (examples: staff, IT costs, supplies, etc.)
- D. Management Fees
- E. Is there interest in purchasing facilities and lease back services. Please elaborate.
- F. Please outline staff pricing (physician vs. nurse vs. wellness coach, etc.) and indicate what is included in base clinic pricing vs what would be priced as add-ons.
- G. Please outline any potential opportunities for cost sharing as part of this partnership.
- H. Please provide any pricing and/or performance guarantees included with your proposal. Clearly outline performance goals and outcomes along with any risk assignment.
- I. Please describe any funding for health communications and outreach events.

7.8. Deliverables

The vendor will deliver the following:

- An electronic version of the proposal
- Finalists will need to prepare for a 20-minute presentation and additional time for question and answer

(Continue to Section 8.0.)

8.0 DEFINITIONS

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

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

DI: “Design Innovation”

FTE: “Full Time Equivalent/Equivalency” or “Full Time Employment”

HECVAT: “Higher Education Cloud Vendor Assessment Tool Lite” (see §4.43)

IUC-PG: “Inter-University Council Purchasing Group”

KSU: “Kent State University”

LMS: “Learning Management System”

MSA: “Master Service(s) Agreement”

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

OUA: “Office of the University Architect”

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

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

Proposal, Quotation: Response provided by proposer.

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

RFP: “Request for Proposal”

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

SLA: “Service Level Agreement”

SOC: “System and Organization Controls” (A series of standards designed to help measure how well a service organization conducts and regulates its information.)

SOW: “Statement of Work”

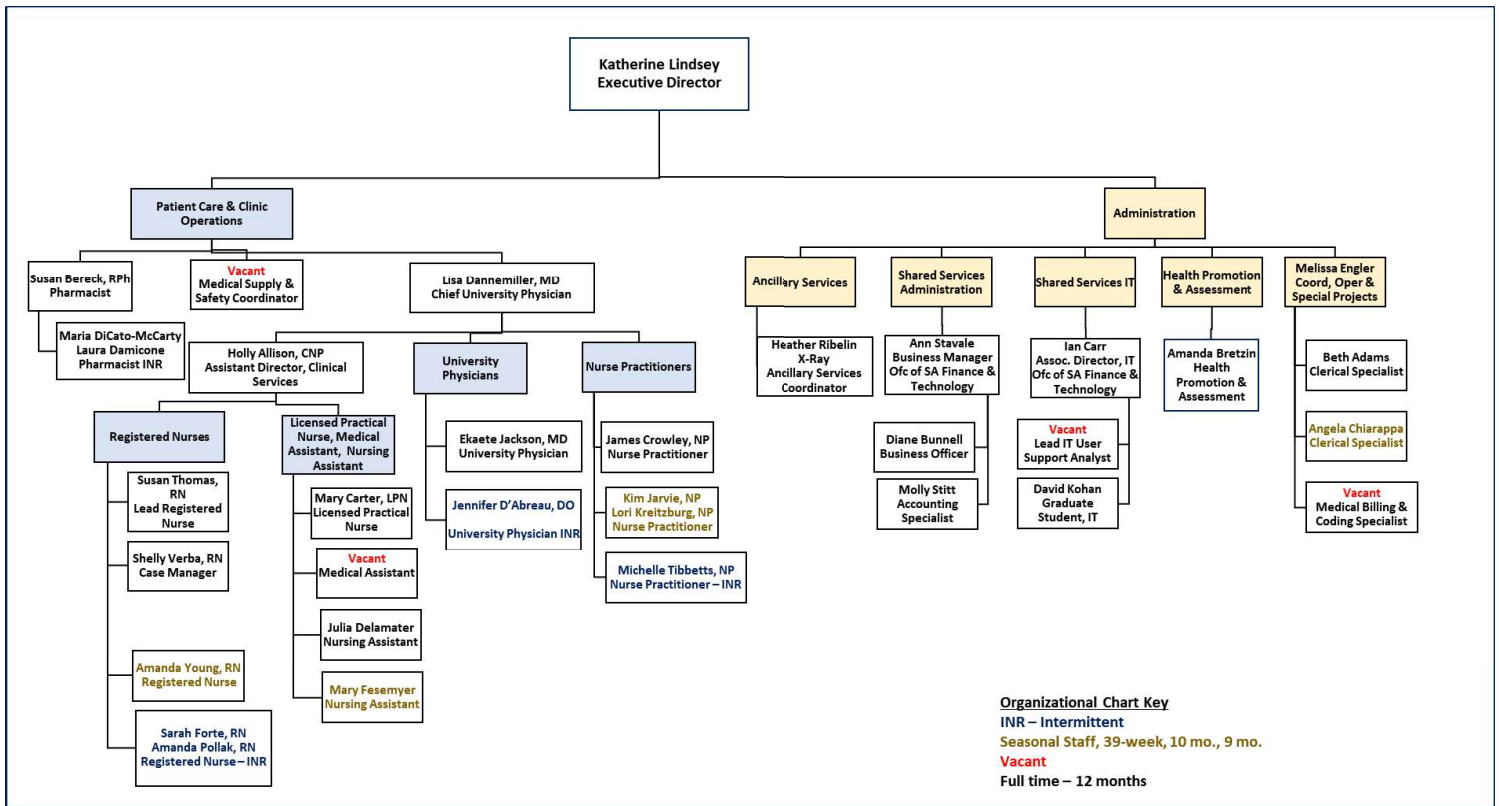
SSO: “Single Sign-On”

VPAT: “Voluntary Product Accessibility Template” (see §4.47)

9.0 APPENDICES

--- This Page Intentionally Left Blank ---

9.1. DeWeese Health Center Organization Chart



9.2. Student Population Characteristics

A review of KSU's student demographics:

- Approximately 25,000 students enrolled on Kent Campus
- 96% of Kent State students receive financial aid.
- 9,500 Kent State students (nearly 40%) are first-generation college students.
- 30% of students are Pell eligible.
- 16% of undergraduates are minority students.
- 3,400 students (14%) have at one point in their life been identified as having a disability.
- 2,100 students (8%) are international students from 100 countries, with 60% from India.
- Approximately 6,000 students live on campus (first- and second-year undergraduates are required to live on campus) and the majority have limited transportation resources.
- Insurance status of entire student body is currently unknown, the top 5 payers in the last 12 months for the DeWeese Health Center services are:
 1. United Healthcare Student Resources (School sponsored plan)
 2. Medical Mutual
 3. Anthem
 4. Caresource (Medicaid)
 5. Aetna

9.3. DeWeese Health Center Clinical Service Statistics

DEWEESE Health Center
A Year of Health and Wellness: Meet Our Patients
July 1, 2023 - April 30, 2024

14,591
Appointments during the 2023-2024 academic year

Our top three appointment reasons

- 21% Ear, Nose, and Throat
- 14% Sexual Health
- 12% Mental Health



DeWeese had a 10% increase in utilization compared to the 2022-2023 AY



DeWeese saw 7,024 unique patients.



69% of patients were undergraduates and 20% were postgraduates.



13% of patients were faculty and staff members.



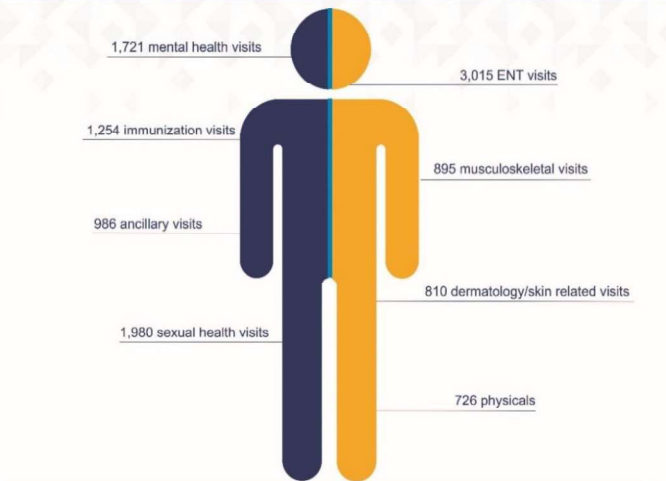
90% of patients would recommend DeWeese Health Center to others.



DeWeese had 2,106 walk-in appointments.



DeWeese filled 6,792 prescriptions and served 2,527 patients this year.

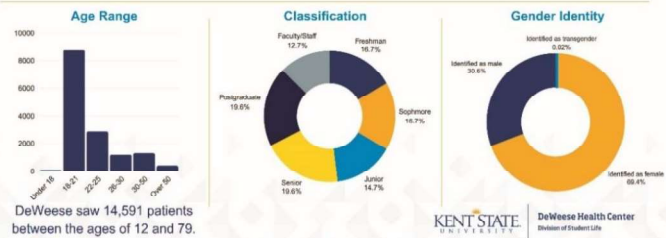


Patient Satisfaction Survey Feedback:

"I always receive great and respectful care at the DeWeese Health Center. It's a wonderful Kent State resource for both students and fac/staff!"

"I like the convenience and location. I can call and arrange an appointment without delay. Everyone is kind and professional from the moment I walk in the door until I check out. I am grateful we have such wonderful services at KSU. Thank you for all the hard work you do keeping us healthy."

"The accessibility and availability over spring break for this visit was great and very appreciated so I could be seen by a licensed medical professional and not expend additional time waiting at an urgent care or minute clinic type service."



9.4. DeWeese Health Center Qualitative Information

Continuous Quality Improvement (CQI)

DHC maintains an active, integrated, and organized process of quality assurance and continuous quality improvement as authorized by the Director and implemented by the CQI Committee. The program is evaluated annually by the CQI committee. CQI chair reports annually to managers. The goals of the QA/CQI Program include:

- Identify opportunities to improve clinical and administrative services.
- Identify gaps, trends or patterns of care that contribute to the development of risk management-related problems.
- Prioritize investigation and resolution of problems that have an impact upon the quality of patient care.
- Develop and implement action plans to improve clinical and administrative services.
- Maintain a strong peer review initiative within the CQI program.

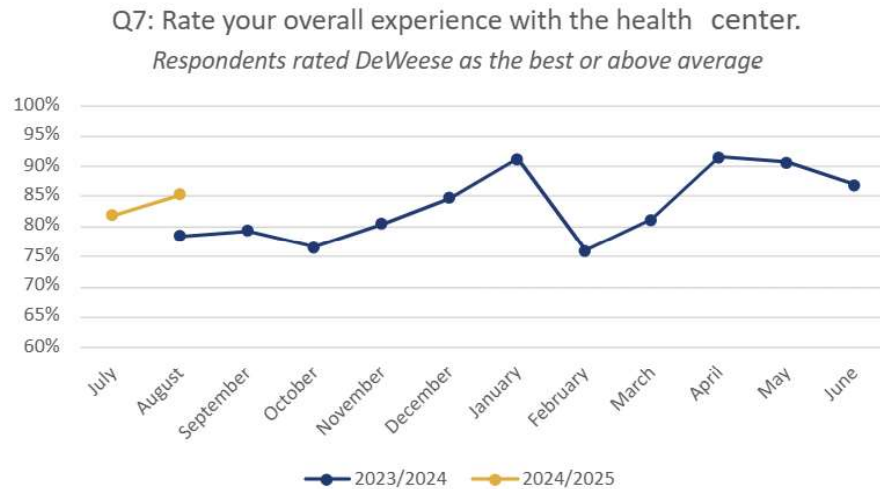
Patient Satisfaction Survey

The following questions are asked on the patient satisfaction survey:

When answering the questions below, please rate your experience based on your most recent visit to DeWeese Health Center:

1. Rate your experience on making an appointment
2. Rate your experience with the check-in process
3. My medical concerns were met by the provider
4. I left with a clear understanding of my providers expectations
5. The care or assistance you received at DeWeese Health Center was given with respect to your values, beliefs, and personal identity.
6. I will recommend the health center to others who may need medical care.
7. Rate your overall experience with the health center
8. If there are any additional comments you would like to share about how we can make your next visit more comfortable, please feel free to enter them below

The overall satisfaction trend for the prior 12 months is as shown below:



9.5. DeWeese Health Center Ancillary Service Statistics

9.5.1. Radiology Service Detail

Current Machine:

- Radiology Table: Universal
- Radiology Equipment:
 - Eureka tube installed 1993,
 - Fuji FDR Lite Console and Detector installed 9/2024

Radiology	Total Patients		Total Exams		Total Views	
	2024	2023	2024	2023	2024	2023
JAN	62	51	68	55	190	170
FEB	83	84	84	94	233	287
MARCH	75	71	78	78	221	225
APRIL	119	64	133	76	394	227
MAY	39	42	44	46	123	138
JUNE	27	32	30	34	85	105
JULY	39	31	42	34	130	93
AUG	56	64	66	71	191	214
SEPT	118	123	131	131	397	393
OCT		112		128		401
NOV		94		106		311
DEC		52		57		162

9.5.2. Pharmacy Service Detail

Current software:

- Rcopia E-prescribing
- QS/1 Data Systems (A Redsail Technologies company)
- Contracted with Caremark PBM
- Primary Supplier: Cardinal Health

2024				
Pharmacy	# Clinician	Number of Prescriptions	Number of Errors	
JAN	9	376	0	0.00%
FEB	10	745	0	0.00%
MAR	8	622	5	0.80%
APR	10	833	2	0.24%
MAY	8	319	0	0.00%
JUN				
JUL				
AUG	8	575	0	0.00%
SEP	8	1088	2	0.30%

9.6. DeWeese Health Center Financials and Staffing

Revenue	2021	2022	2023
Insurance	13%	19%	22%
Patient	5%	10%	12%
Other	2%	2%	1%
Tuition Allocation	80%	69%	66%

Expense	2021	2022	2023
Salaries and Benefits	66%	61%	67%
Operating Expenses	34%	39%	33%

Position	Type
Registered Nurse	Classified FT Non-Bargaining
Clerical Specialist	Classified FT Non-Bargaining
Clerical Specialist	Classified FT Non-Bargaining
Clerical Specialist	Classified FT Non-Bargaining
Health Promotion & Assessment Specialist	Unclassified Full Time
Business Officer	Unclassified Full Time
Exec Dir, DeWeese Health Center	Unclassified Full Time
Medical Supply & Safety Coord	Unclassified Full Time
Pharmacist	Unclassified Full Time
Registered Nurse [39 Week]	Classified FT Non-Bargaining
Licensed Practical Nurse	Classified FT Non-Bargaining
University Physician	Unclassified Full Time
Nurse Practitioner [39 Week]	Unclassified Full Time
Nursing Assistant	Classified FT Non-Bargaining
Asst Dir, Clinical Svcs, UHS	Unclassified Full Time
Chief University Physician	Unclassified Full Time
Lead Registered Nurse	Unclassified Full Time
Registered Nurse, Case Manager	Unclassified Full Time
Account Clerk II	Classified FT Non-Bargaining
Account Clerk II	Classified FT Non-Bargaining
Grad Appointee-Ga-Non-Teaching	Graduate Appointees
Business Mgr	Unclassified Full Time
Lead IT User Support Analyst	Unclassified Full Time
University Physician-INR	Unclassified Part Time BiWkly
Registered Nurse-INR	Unclassified Part Time BiWkly
Registered Nurse-INR	Unclassified Part Time BiWkly
Registered Nurse-INR	Unclassified Part Time BiWkly
Sr Special Assistant-INR	Unclassified Part Time BiWkly
Medical Billing & Coding Specialist	Classified FT Non-Bargaining

9.7. Facilities Data

The DeWeese Health Center was built in 1969 and is located at 1500 Eastway Dr, Kent, OH 44240. The building consists of three floors and has two entrances and an elevator. In addition to the building, there is an annex, constructed in 2020, approved to be used for medical services.

9.7.1. DeWeese Health Center

First Floor

Blue Clinic

- 16 exam rooms
- 4 exam rooms include a restroom
- 1 procedure room
- 2 triage nursing areas

Reception desk (check in, check out, cashier)

Waiting Room

Public restrooms (men's and women's)

Radiology suite

- Office area
- Waiting room
- Radiology machine room
- 2 exam rooms
- Workstation for X-ray technician
- Restroom

Laboratory/Immunization suite

- Workstation for 2 lab technicians
- 1 room for patient care/lab draws
- Restroom
- Workstation for 1 immunization nurse
- 2 immunization chairs
- Waiting area

Pharmacy

- Independently alarmed space
- Rolldown doors with locks

Administrative Space

- 11 private offices – used for clinicians, nursing staff, administrative staff
- Conference Room
- Mail Room
- Break/locker room
- Staff restrooms (2)

Second Floor

The second floor is not currently used for patient care. Administrative, billing, phone and IT staff occupy offices on the second floor. There is a total of 21 offices available.

Lower Level

The lower level contains three clinics, a break room, conference room, central supply, the mechanical room, the boiler room, men's and women's restrooms.

Gold Clinic:

- 4 exam rooms
- 1 procedure room
- Waiting room
- Reception desk

- Lab/nursing workspace
- Clinician office
- Restroom

Flash Clinic:

- 4 exam rooms
- Lab workspace
- 2 workstations clinical staff
- Negative Pressure area
- Restroom

Central Business Office:

- 1 workroom/breakroom
- 1 conference meeting area
- 6 modular offices
- 2 open desk spaces

9.7.2. Annex

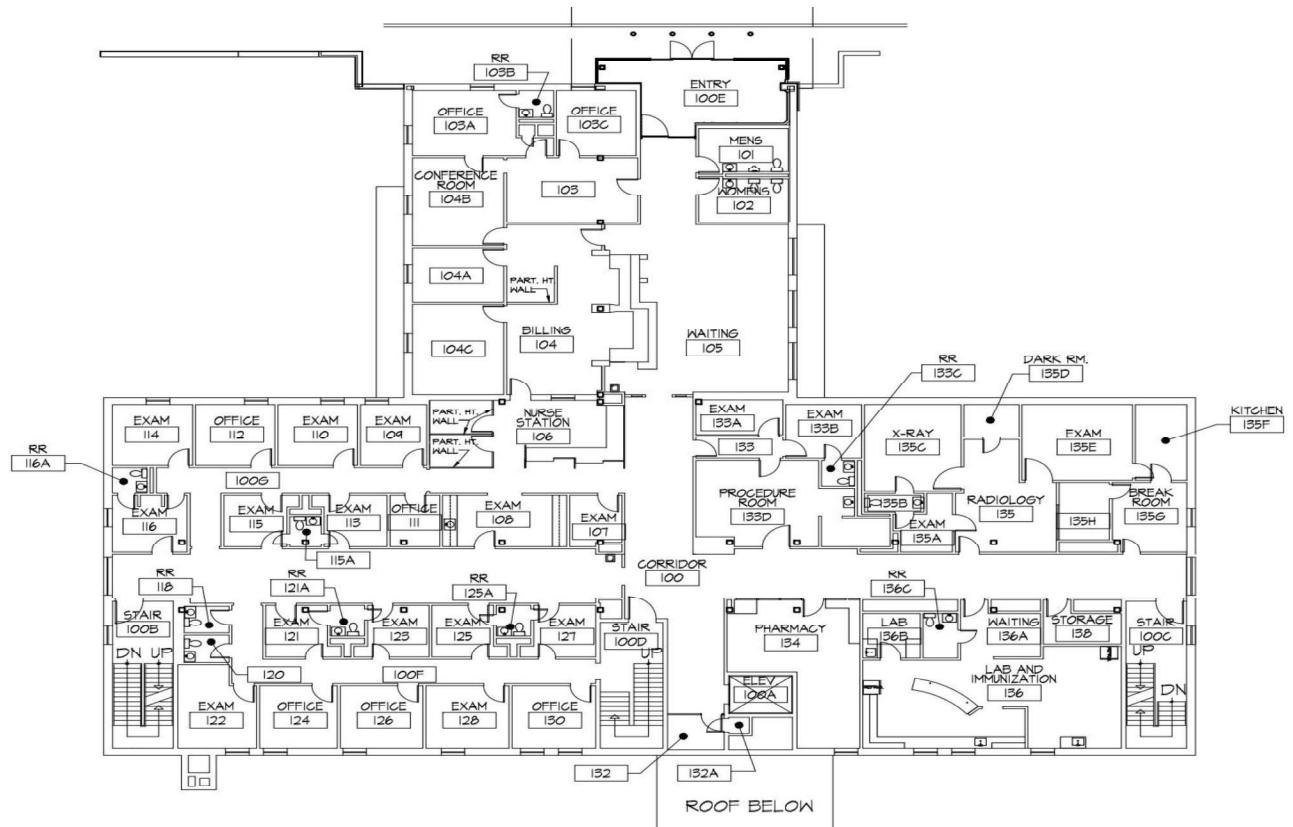
New building in 2020 14' x 70' Ohio industrialized building unit as constructed by Whitley manufacturing. The facility is approved for use in Ohio for an outpatient care facility.

- Waiting area
- Reception area
- Lab area
- 3 exam rooms
- Restroom
- Two entrances (handicap accessible)

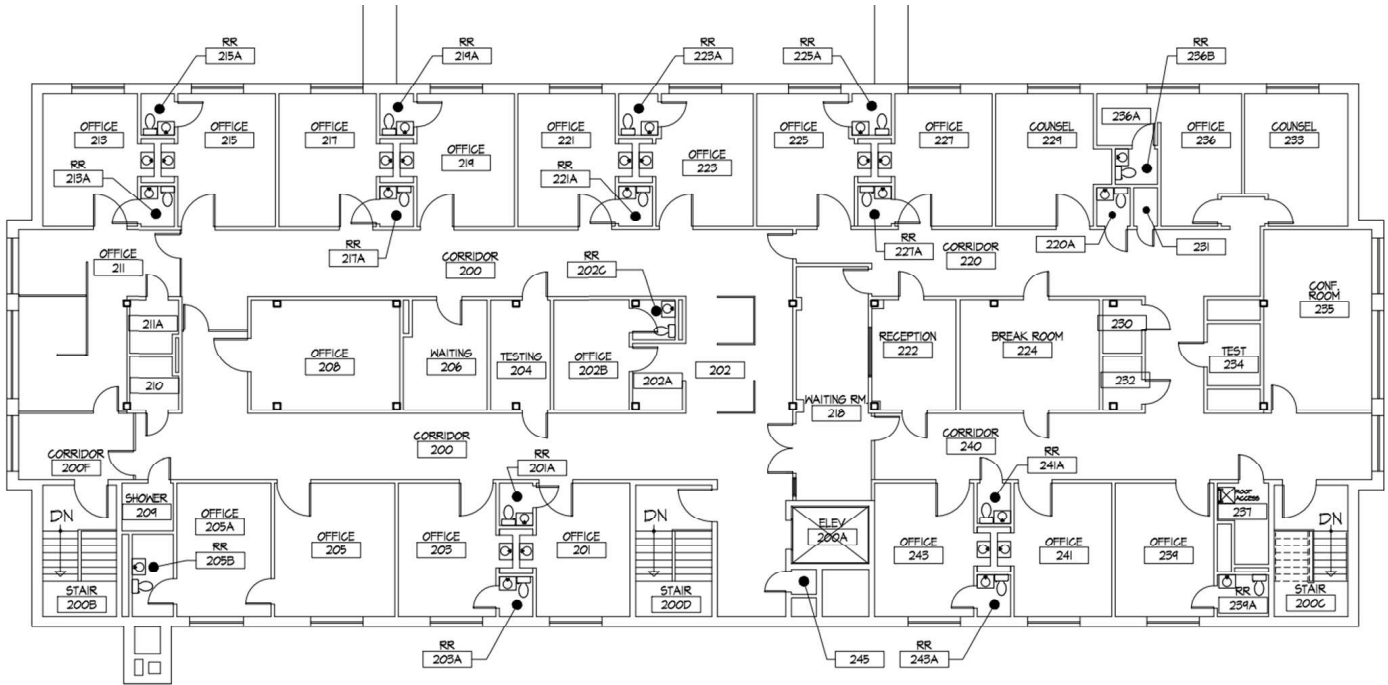
(Continue to next page.)

9.8. Floorplans

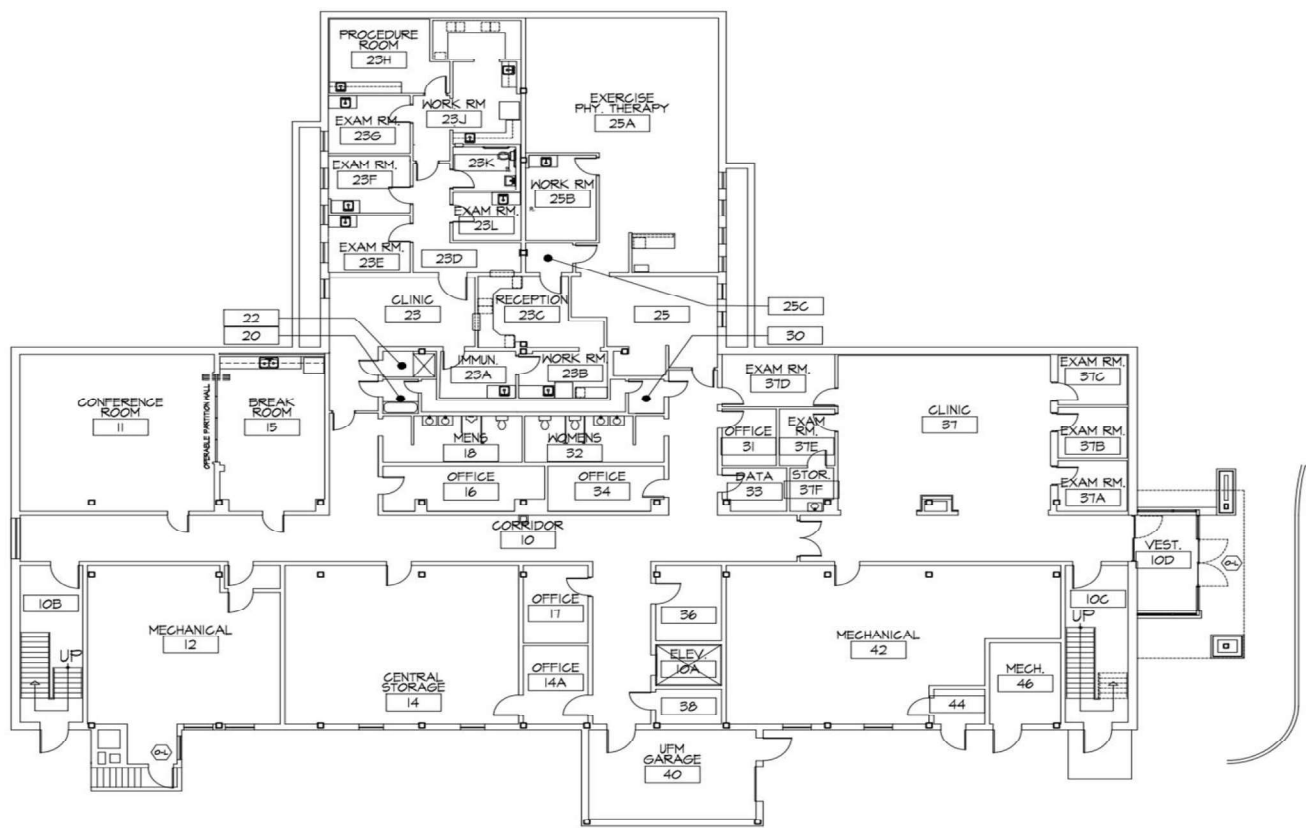
First Floor



Second Floor



Lower-Level Basement



10.0 **SAMPLE OF RESPONSE FORMS 1-9 AS FOUND IN DYNAMICFORMS**

These are illustrations of the forms that you will need to complete online, they are for planning purposes only. Paper forms will NOT be accepted.



Procurement Department
Request for Proposal Forms

Form 1: Request for Proposal Attestation Form

Kent State University Kent Campus

RFP No.: [sequential RFP number]

RFP Description: [RFP Title]

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

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

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

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

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

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

Submitted By *
Company Name

Authorized Signature _____ Date _____

*
Printed Name

*
Title

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

Official Proposal *

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

Supplementary Document



Procurement Department Request for Proposal Forms

Form 2: Respondent Signature and Information Form

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

By signing below, Contractor represents and warrants the following:

- a. that it is not subject to an unresolved finding for recovery under ORC 9.24;
- b. that it is not under any suspension or debarment by any office of the state of Ohio or the federal government; and
- c. that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.

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

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

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

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

Taxpayer Verification Form *



Procurement Department Request for Proposal Forms

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

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



Procurement Department Request for Proposal Forms

Form 4: Buy Ohio Bidder and Product Information

All bidders are requested to complete the following information:

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



Procurement Department Request for Proposal Forms

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

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

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

1. Principal location of business of Contractor:

*
Street Address

*
City, State, Zip

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

Name

Street Address, City, State, Zip

Name

Street Address, City, State, Zip

2. Location where services will be performed by Contractor:

*
Street Address

*
City, State, Zip

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

Name

Street Address, City, State, Zip

Name

Street Address, City, State, Zip



Procurement Department Request for Proposal Forms

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

<input type="text"/>	<input type="text"/>
<i>Street Address</i>	<i>City, State, Zip</i>

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

<input type="text"/>	<input type="text"/>
<i>Name</i>	<i>Street Address, City, State, Zip</i>
<input type="text"/>	<input type="text"/>
<i>Name</i>	<i>Street Address, City, State, Zip</i>
<input type="text"/>	<input type="text"/>
<i>Name</i>	<i>Street Address, City, State, Zip</i>
<input type="text"/>	<input type="text"/>
<i>Name</i>	<i>Street Address, City, State, Zip</i>
<input type="text"/>	<input type="text"/>
<i>Name</i>	<i>Street Address, City, State, Zip</i>

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

<input type="text"/>	<input type="text"/>
<i>Street Address</i>	<i>City, State, Zip</i>

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

<input type="text"/>	<input type="text"/>
<i>Name</i>	<i>Street Address, City, State, Zip</i>
<input type="text"/>	<input type="text"/>
<i>Name</i>	<i>Street Address, City, State, Zip</i>
<input type="text"/>	<input type="text"/>
<i>Name</i>	<i>Street Address, City, State, Zip</i>
<input type="text"/>	<input type="text"/>
<i>Name</i>	<i>Street Address, City, State, Zip</i>
<input type="text"/>	<input type="text"/>
<i>Name</i>	<i>Street Address, City, State, Zip</i>



Procurement Department Request for Proposal Forms

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

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

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

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

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

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

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

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

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



Procurement Department Request for Proposal Forms

Form 8: Data Security Requirements/PCI Compliance Form

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

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

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

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



Procurement Department
Request for Proposal Forms

Form 9: Electronic Invoicing and Payment Capability Form

All bidders are required to complete the following information:

Does your company offer electronic invoicing?

* Yes No

Is your company capable of receiving payment via ACH transfer?

* Yes No

Signature _____

Date: _____

(End of document.)