

REQUEST FOR PROPOSAL #1907

RFP #1907: Purchase of a Centralized Ticketing System

DATE OF ISSUE: Monday, April 17, 2023

PROPOSALS DUE: Friday, May 5, 2023, 4:30 PM Eastern

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

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

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

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

Lawrence W. McWilliams III, C.P.M., Interim Director Kent State University, Procurement Department 330 Harbourt Hall, 615 Loop Road Kent, Ohio 44242-0001

Phone: 330-672-9196
Fax: 330-672-7904
Imcwilli@kent.edu
www.kent.edu/procurement



TABLE OF CONTENTS

1.0	Project Timeline
2.0	Overview of Kent State University
3.0	Request for Proposal Instructions
4.0	Request for Proposal Agreement Terms
5.0	Request for Proposal Format and Evaluation Criteria
6.0	Specifications
7.0	Definitions
8.0	Sample of Response Forms 1 through 9 (Samples only for illustrative purposes, not intended as
	actual submission documents.)

Continued on next page.



1.0 PROJECT TIMELINE

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

- Monday, April 17, 2023: RFP issued
- Monday, April 24, 2023, 1:00 PM Eastern: Deadline to submit questions to Larry McWilliams in Kent State University's Procurement Department via email to lmcwilli@kent.edu
- **No later than Friday, April 28, 2023, 5:00 PM Eastern:** University response to questions received posted to Procurement website, www.kent.edu/procurement
- Friday, May 5, 2023, 4:30 PM Eastern: Proposals due via DocuSign submission; distribution of proposals received and evaluations to begin the following Monday
- **Period of May 8 through 12, 2023:** Evaluation of proposals, selection and scheduling of respondents for interviews/presentations <u>if necessary</u>
- Friday, May 26, 2023: Anticipated announcement of contract award; contract drafting to begin immediately thereafter with contact execution to follow as soon as possible.

Continued on next page.



2.0 OVERVIEWS OF KENT STATE UNIVERSITY AND SELECT TICKETING VENUES

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

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

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

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

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

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

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

Brief Overview of Kent State University Athletics: Kent State University's athletics program includes baseball, basketball (women's), basketball (men's), cross country (women's), cross country (men's) field hockey, football, golf (women's), golf (men's), gymnastics, lacrosse, soccer, softball, track and field (women's), track and field (men's),



volleyball, wrestling. Kent State University has developed state- of-the- art facilities to support our student athletes and issues approximately 157,000 non-student tickets per year.

Brief Overview of Kent State University School of Theatre and Dance and Porthouse Theatre: The Roe Green Center for the School of Theatre and Dance has three spacious dance studios, acting studios, props and crafts laboratory, computer lab, costume technology lab, costume shop, lighting laboratory with automated lighting, a welding lab, and a renovated scene shop. There are two theatres used for ticketed events. E. Turner Stump Theatre has a capacity of 500 seats and hosts our musical productions with a pit orchestra as well as dance productions. Wright-Curtis Theatre seats approximately 180 and hosts play productions. The School of Theatre and Dance also produces Porthouse Theatre each summer on the grounds of Blossom Music Center in Cuyahoga Falls. This professional 500 seat outdoor theatre employs both equity actors, non-equity performers, and students for a season of three musicals each summer between June-August. Auditions for Porthouse Theatre are held nationally each year.

Brief Overview of Kent State University School of Music and Kent Blossom Music Festival: Located in the Kent Center for the Performing Arts, The School of Music at the Kent Campus is a Steinway school and offers majors in Music Education and Music. Music majors can select concentrations in Performance or Composition. Music Education majors can choose either the Choral/General or Instrumental concentration. The School of Music also hosts a summer program called Kent Blossom Music Festival. The Kent Blossom Music Festival is an advanced training institute for professional musicians operated by Kent State University in partnership with The Cleveland Orchestra and Blossom Music Center presenting public performances by distinguished artist faculty and talented young musicians. Performances take place in Ludwig Recital Hall, a 250-seat venue used for vocal and instrumental concerts, recitals, and opera performances. The School of Music also utilizes Cartwright Hall Auditorium, located in Cartwright Hall on the Kent campus, which is an 800 seat venue with two levels of seating. Cartwright Hall is used for large-scale concerts such as the Kent State University Orchestra and large choral concerts.

Brief Overview of Kent State University Fashion School: The Ohio Board of Regents has endorsed the Fashion School as a "Center of Excellence" at Kent State University and in the State of Ohio. As a member of the Council of Fashion Designers of America (CFDA), the Fashion School is also recognized as one of the top Fashion Schools in the United States. The Shannon Rodgers and Jerry Silverman School of Fashion Design and Merchandising was created at Kent State University in 1983 by a generous gift from Rodgers and Silverman to the university. Their gift of their entire collection of garments and designs also initiated the creation of the Kent State University Museum, and through their support, the Museum and the Fashion School have been strong partners since their creation.

Brief Overview of Kent State University Tuscarawas Performing Arts Center: The Performing Arts Center at Kent State Tuscarawas is a contemporary 50,000-square-foot facility. The centerpiece of the building is a 1,100-seat theatre with a mezzanine level and a communication balcony. This spectacular building also features a multipurpose rehearsal room, classrooms and dressing rooms. A versatile two-level lobby provides seating for receptions and conferences. The Performing Arts Center presents a series of over twenty national touring acts each year, is home to a regional symphony orchestra, and plays host to numerous local dance schools and other arts organizations.

Continued on next page.



3.0 REQUEST FOR PROPOSAL INSTRUCTIONS

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

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

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

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

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

- **3.1** New Product Lines: Upon written request by the successful proposer, new related product lines, not available at the time of proposal bidding, may be added during the course of this agreement at like discounts for the represented manufacturers.
- **3.2** Specifications: Specifications have been based on products and services familiar to the University and are firm as listed, but alternates that have the same minimum specifications will also be considered.
- **Exceptions to Specifications:** The proposer shall clearly state in the quote any exceptions to, or deviations from, these specifications, terms or conditions; otherwise, the proposer will be responsible for compliance with all requirements listed herein. Proposers shall provide a separate, itemized list of any and all exceptions. Such list must be cross referenced to the corresponding numbered item in this bid.
- 3.4 Additional Information: In the event that information submitted by the Respondent is unclear to the University, the University may request additional explanation from the Respondent for the purpose of evaluation and decisions. The respondent shall answer requests for additional information or clarification in writing, and these responses will become part of the company's overall submission. Respondents failing to provide adequate information on any issue in a timely manner to allow a comprehensive evaluation by the University shall be considered unresponsive, and their proposal subject to rejection.



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

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

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

- **3.7 Proposer Presentations:** Proposers submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the University may be required to give an oral presentation to the University selection team. Scheduling of these oral presentations will be done by the Procurement Department.
- **3.8 Samples:** Requested samples necessary for evaluation must be provided without cost or obligation to Kent State University, and shall become the property of the University. Upon request by the supplier, unless destruction, alteration or retention of the sample is required for evaluation purposes, samples may be returned to supplier at supplier's expense.

3.9 Procedure for Conducting Negotiations:

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

-Negotiations With Multiple Vendors

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

—If Negotiations Are Unsuccessful

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

- **3.10** <u>Valid Proposals</u>: Proposals will be considered valid for a period of one hundred-twenty (120) days from RFP closing.
- **3.11** Preference to United States and Ohio Products: State of Ohio Am. H.B. 271 requires that preference be given to products produced or mined in the United States and in Ohio.



- **3.12 Buy America:** Proposals will be evaluated to determine that a proposer's offering is for a "domestic source end product", as defined in the Federal Buy America Act, 41 U.S.C.A., and section 10a-10 d. Any proposer's offering that does not meet this requirement shall be rejected, except in those circumstances where a determination has been made that certain articles, materials and supplies are not mined, produced or manufactured in the U.S. in sufficient and reasonably available commercial quantities and of satisfactory quality.
- 3.13 <u>Buy Ohio</u>: Sections 125.09 and 125.11 of the <u>Ohio Revised Code</u> require that in the evaluation of bids, the University give preference to products which are "mined, excavated, produced, manufactured, raised, or grown in the state by a person where the input of Ohio products, labor, skill, or other services constitutes no less than 25% of the manufactured cost", or products offered by bidders who have a "significant Ohio presence," defined to mean that the bidders:

Pay required taxes to the state of Ohio; and are registered and licensed to do business in the state of Ohio with the Office of Secretary of State; and have ten or more employees based in Ohio, or seventy-five percent or more of their employees based in Ohio.

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

- **3.14** H.B. 476, State Contract and Boycotting: Pursuant to R.C. 9.76(B) Consultant warrants that Consultant is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.
- 3.16 <u>Electronic Information Technology ("EIT") Compliance</u>: If the proposed product or service is an Electronic Information Technology ("EIT") product or service as such products or services are defined below in this Section, then your proposal must include a response to this section so the proposed product or service can be evaluated by University personnel for compliance with the University Policy 4-16.

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

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

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

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



- a. In a web browser, visit http://bit.ly/eitvendorsurvey. The form should be completed by Vendor's lead technical staff member best suited to share information about the digital accessibility of the product and/or service.
 - PLEASE DO NOT START FORM until <u>previewing of the list of questions</u> that will be asked.
 - ii. If available, please make sure to attach a completed VPAT when completing the form. A blank template of the VPAT is available at https://www.itic.org/policy/accessibility.
 - iii. NOTE: KSU may, in its sole discretion, deem as non-responsive, any form submission that is deemed by the university as incomplete.
- **Rights Reserved:** The University reserves, and in its sole discretion may, but shall not be required to, exercise the following rights and options with respect to the proposal submission, evaluation and selection process under this RFP:
 - To reject any proposal if, in the University's sole discretion, the proposal is incomplete or is not responsive to the requirements of this RFP, the Respondent does not meet the Qualifications set forth in the RFP, or it is otherwise in the University's best interest to do so;
 - To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more respondents for negotiation or to cancel this RFP with or without issuing another RFP;
 - To accept or reject specific items or elements in any proposal and award a contract based only on such items or elements if it is deemed in the University's best interest to do so;
 - To reject the proposal of any respondent that, in the University's sole judgment, has been delinquent or unfaithful in the performance of any contract with the University, or is financially or technically incapable or is otherwise not a responsible respondent;
 - To waive any informality, defect, non-responsiveness and/or deviation from this RFP and its requirements that is not, in the University's sole judgment, material to the proposal;
 - To permit or reject at the University's sole discretion, corrections (including for information inadvertently omitted), of proposals by some or all of the respondents following proposal submission;
 - To request that some or all of the respondents modify proposals based upon the University's review and evaluation;
 - To request additional or clarifying information or more detailed information from any respondent at any time, before or after proposal submission, including information inadvertently omitted by a respondent;
 - To inspect and otherwise investigate projects performed by the respondent, whether or not referenced in the proposal, with or without the consent of or notice to the respondent;
 - To conduct such investigations with respect to the financial, technical, and other qualifications of respondents as the University, in its sole discretion, deems necessary or appropriate.
 - To enter into post-submission negotiations and discussions with any one or more respondents regarding price, scope of services, and/or any other term of their proposals, and such other contractual terms as the IUC-PG may require, at any time prior to execution of a final contract. The University may, at its sole election, enter into simultaneous, competitive negotiations with multiple respondents or negotiate with individual respondents seriatim. In the event negotiations with any respondent(s) are not satisfactory to the University, the University reserves the right to discontinue such negotiations at any time; to enter into or continue negotiations with other respondents; and, to solicit new proposals from entities that did not respond to this RFP.
- 3.18 <u>RFP Question and Answer Period</u>: Questions concerning this RFP must be submitted by email to Larry McWilliams in the Procurement Department via email at lmcwilli@kent.edu no later than 1:00 PM Eastern Monday, April 24, 2023. 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 Friday, April 28, 2023.



4.0 REQUEST FOR PROPOSAL AGREEMENT TERMS

- **4.1** Contract: All Agreement Terms and Specifications set forth in this Request for Proposal are to become an equal part of the final contract. Contracting for this project will be facilitated by a University-issued purchase order, and the terms of this Request for Proposals will govern.
- **4.2 Period of Agreement:** The term of the agreement shall be for three (3) years from the date of contract execution.
- **4.3** Renewal of Contract: After the initial three (3) year term, Kent State University reserves the right to renew the contract resulting from this RFP for two (2) additional one (1)-year terms. Any renewal agreed upon shall occur ninety (90) days prior to the expiration of the contract then in force.
- **Termination:** Either party may terminate this contract after the expiration of sixty (60) days from the effective date of the contract. Termination may occur by giving the other party ninety (90) days prior written notice of intent to terminate; except that any breach of this contract shall be just cause to terminate immediately the contract and any obligations existing thereunder without any prior notice to you. Termination resulting from breach of contract will be cause, at the sole discretion of the Procurement Department, to suspend the proposer from submitting a proposal on any project at the university for a period up to three (3) years.
- **4.5** Choice of Law: This Request for Proposal will be governed by and construed in accordance with the laws of the State of Ohio.
- **Extended Payment Clause:** Kent State University may, upon written notice to the proposer receiving the contract, suspend or terminate the unpaid balance of this contract, if the Ohio General Assembly, in a subsequent biennium, fails to appropriate funds making possible the continuation of such payment.
- 4.7 <u>Contractor Responsibilities:</u> The selected contractor shall be deemed by the University as an independent contractor and shall not, during the term of the contract, or any renewals or extensions thereof, sell, assign, transfer, sublet, or sublease all or any part thereof without the prior written consent of the University; and, should contractor become insolvent, or if proceedings in bankruptcy shall be instituted by or against contractor the remaining or unexpired portion of the contract shall, at the election of the University, be terminated. Contractor will be required to assume responsibility for all services offered whether or not it produces them.
- **Yalue:** Because the volume cannot be predetermined, any contract resulting from this RFP will not guarantee a specific amount of business, or income. It should also be noted that any contract resulting from this RFP is not an exclusive contract. The University will reserve the right to place purchase orders in any manner deemed by the University to be in its own best interest.
- **4.9** Estimated Requirements: The University in no way obligates itself to purchase the full quantities indicated, but the entire amount of any discount offered must be allowed whether or not the purchases are more or less than the full quantities indicated. The university's requirements may be greater than or less than the quantities shown, and the successful proposer shall be obligated to fulfill all requirements as shown on the purchase orders whose mailing dates fall within the term of the contract.
- **4.10** Sales Tax: Kent State University is exempt from Ohio sales tax and federal tax and will furnish an exemption certificate upon request.
- **4.11** Price and Freight: All pricing must be quoted FOB Destination, Kent State University, Kent, Ohio, 44242. Include all freight, transportation, and any applicable handling and/or installation charges necessary to complete delivery on an FOB Destination basis. Please specify if your pricing is quoted delivered or pickup.



- **4.12** Title and Risk of Loss: Supplier shall retain title and bear the risk of any loss or damage to the items purchased until they are delivered at the specified FOB point; and upon such delivery, title shall pass and supplier's responsibility for loss or damage shall cease except as resulting from the supplier's negligence or failure to comply to all stated terms and conditions. Passing of title upon such delivery shall not constitute acceptance of the terms by Kent State University.
- **4.13** Preferred Invoicing and Payment Methods: The successful proposer must invoice products or services awarded exactly as indicated on a resultant University purchase order, to include cost, unit specified, quantity ordered, item descriptions, etc.

Kent State University prefers to receive invoices for goods and services via electronic means. It is the goal of the University to make payment on invoices via Automated Clearing House (ACH) transfer. To that end, please indicate your company's capabilities for electronic invoicing and payment where appropriate in your response.

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

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

- **4.15** Rejection of Goods or Services: All goods or services purchased herein are subject to approval by Kent State University. Any rejection of goods or services resulting because of nonconformity to the terms and specifications of the contract, whether held by the buyer or returned, will be at the proposer's risk and expense.
- **4.16** Guarantee and Warranty Requirements: Proposer shall guarantee all products and installation against any defect in workmanship and/or materials. Full manufacturer's warranty for labor and materials for all equipment proposed, and a comprehensive list of all authorized service centers must be provided by supplier. List to include the company name, location, and telephone number.
- **4.17 Product Substitutions:** There will be no substitutions of ordered product allowed unless the University has first been notified and permission granted.
- **4.18 Price Adjustment:** All prices quoted are expected to remain firm during the term of the contract; however, in the event of a price change related to an increase or decrease, prices may be changed subject to a negotiated adjustment to reflect such an increase or decrease. Such negotiations and adjustments will be considered only upon written request to the Procurement Department, documented with cost data, filed prior to our request for delivery and submitted after the expiration of ninety (90) days from the date of the proposal closing.
- 4.19 Audits: With advance notice to Vendor, from time to time during the contract term and for five (5) years after termination of the contract, Kent State University reserves the right to audit Vendor's performance under, and compliance with the requirements of, the contract. The University will utilize all invoicing and documentation, which relates to Kent State University's final cost, and internal controls documentation required under the contract including, but not limited to any applicable audit or security assessment reports or certifications such as: SAS 70 or its replacement SSAE 16, SOC 2, or ISO 27001, and copies of any applicable corporate information security policies or other supporting documentation. University personnel from the Department of Intercollegiate Athletics, the College of the Arts, the Tuscarawas Performing Art Center, the Controller's Office, Procurement Department, and/or the Auditing Department may perform these audits. Audit discrepancies must be resolved to the reasonable satisfaction of Kent State University, and the university reserves the right to terminate the any contract resulting from this RFP if at any time the audit results are not resolved to its reasonable satisfaction.



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

- **Sales Representative:** Contractor will provide the name and telephone number of the company sales representative who may be contacted Monday through Friday 8am to 4pm (EST), exclusive of holidays. Company representative shall have primary responsibility for processing and correcting all breaches of this contract and shall be authorized to accept emergency and special orders. Contractor must notify the University when the regular sales representative is on vacation and identify the individual acting in his/her absence.
- **4.19** Partnership Introduction: Contractor will be required to assist in the introduction and cost of promotion of Kent State University and contractor partnership to Kent State University's Kent Campus [and seven (7) Regional Campuses]. All promotional and marketing methods must be approved by the Procurement Department prior to release. Utilization of partnerships by the Kent State University community is not mandated; therefore, it is in the best interest of the contractor to contact each department/campus to promote their products and this partnership.
- **4.20** Extending Contract: The bidder's response to this RFP must state whether or not the offer will permit the use of this contract by other Kent State University Campus locations and other Universities within Ohio. An answer to this issue must be submitted within the response. Bidder may reserve the right to evaluate and assess a unique service charge on each participating institution.
- **4.21** Time is of the Essence: Time is of the essence in completing this project. Any breach of the terms of this contract, including, but in no way limited to the time period of performance, will be just cause to terminate the contract without prior notice to the contractor. Termination resulting from breach will be cause, at the sole discretion of the University, to suspend the proposer from proposing on any project at the University for a period of up to three (3) years.
- **4.22** Parking: Kent State University operates under a paid parking system. All successful Proposer owned vehicles and privately-owned vehicles of successful Proposer personnel that are to be parked on campus must comply with existing parking regulations. If parking permits are required, the successful Proposer will purchase appropriate numbers of permits from Kent State University Parking Services. All regulations concerning parking can be obtained from Parking Services. Vendor is to take care that sidewalks are not blocked and all handicap areas are fully accessible.
- **4.23** Federal, State and Local Laws: The proposer shall, in the performance of work or services on this job, fully comply with all applicable federal, state or local laws, rules, regulations and ordinances, and shall hold Kent State University harmless from any liability from failure of such compliance.
- **4.24** Governmental Approvals: Vendor shall obtain all permits, certificates of inspection and any and all governmental approvals relating to his/her work, and shall pay all charges connected therewith.
- **4.25** Permits, Certificates, etc.: The proposer shall obtain all permits, certificates of inspection, etc. relating to his/her work, and shall pay all charges connected therewith.
- **4.26** <u>Indemnification/Hold Harmless</u>: Proposer shall indemnify and hold Kent State University harmless from and against all claims, losses, expenses, damages, causes of actions and liabilities of every kind and nature (including without limitation reasonable attorney's fees), arising out of any alleged breach of any proposer's obligations or warranties or from any other acts or omissions of contractor, its officers, agents, employees and subcontractors.



- **Force Majeure:** If Kent State University or the contractor is unable to perform any part of its obligations under this contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restraint of government and people; war; strikes; and other like events; or any other cause that could not be reasonably foreseen in the exercised of ordinary care, and that is beyond the reasonable control of the party.
- **4.28** Insurance for Vendor Services: If this contract involves services, and unless otherwise approved by the University in writing, Vendor shall, at its sole cost and expense, procure and maintain, in full force and effect, the types and minimum limits of insurance specified below, covering its performance of the services provided hereunder by Vendor, its agents, representatives, employees or subcontractors. Vendor shall procure such insurance from duly licensed or approved non-admitted insurers in the State of Ohio with an "A.M. Best" rating of not less than A-VII or otherwise acceptable to the University:

(a) Workers' Compensation/Employers' Liability.

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

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

(b) General Liability Insurance.

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

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

(c) Business Automobile Liability.

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

Combined Single Limit: \$1,000,000

(d) Insurance Required as Applicable:

(1) Professional Liability Insurance—if applicable.

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

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

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

(2) Liquor Liability—if applicable.

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

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



(3) Crime Coverage—if applicable.

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

• Single Loss: \$500,000

(4) Cyber Liability—if applicable.

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

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

(5) Pollution Liability—if applicable.

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

• Each incident: \$1,000,000

All required policies shall meet the following requirements:

- shall be endorsed on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the University.
- all insurance herein, except Professional Liability and Pollution Liability, shall be written on an "occurrence" basis and not a "claims-made" basis.
- Shall be endorsed to include University and its governing board, officers, agents and employees
 as additional insureds with respect to liability arising out of the services performed by or in
 behalf of Vendor. Such endorsement shall be evidenced on the Certificate of Insurance as well
 as a copy of the endorsement to the Vendor's insurance.
- Shall contain a waiver of subrogation in favor of University and its board, officers, agents and employees for losses arising from work performed by or on behalf of Vendor.
- Limits may be met with a combination of primary and/or excess/umbrella coverage or equivalent.
- Coverage provided by Vendor shall not be limited to the liability assumed under the indemnification provision set for in Section 32 above.

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

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

- 4.29 Proprietary Information Disclosure: All responses and accompanying documentation will become the property of the University at the time proposals are opened. All submitted proposal materials may be subject to disclosure under the Ohio Public Records Law (ORC 149.43). Personal Social Security numbers, if provided in Section VI, will be redacted prior to release. If you choose to submit documentation containing information your company considers trade secret, please be aware that the University may have a duty to release the documentation in response to a public record request. If you wish to claim that certain information contained in the materials is trade secret, your company bears the burden of identifying that information, as well as taking steps to demonstrate that it is subject to protection under the law.
- **4.30** Marketing and Advertising: No supplier providing products or services to Kent State University shall willfully obtain the name, identifying marks or property of Kent State University for its own promotional purposes.



- **4.31 Use of Designs:** Proposer agrees that it will keep confidential the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical or proprietary information furnished by Kent State University and use such items only in the production of item(s) awarded as a result of the RFP and not otherwise, without the prior written consent of the university. Upon demand or completion of resultant purchase order, the proposer shall return all such item(s) to the university at the expense of the proposer, or make other disposition thereof as may be directed or approved by the university.
- **4.32 Dun and Bradstreet Data:** Kent State University reserves the right to request data from Dun and Bradstreet concerning history of company's financial and payment statistics. Proposals from companies failing to provide the requested data to Dun and Bradstreet will not be considered.
- **4.33 Performance Bond:** If required contractor shall, within ten (10) days of the contract award, furnish a performance bond in the amount of 100% of the contract price.
- **4.34** Equal Employment Opportunity: Kent State University is an Equal Opportunity Employer and as such makes the following request: The proposer, in submitting a proposal and /or filling a purchase order, agrees not to discriminate against any employee or applicant for employment with respect to hiring and tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because or race, color, religion, gender, age, sexual orientation, national origin, disability, or identity as a disabled veteran or veteran of the Vietnam era to the extent required by law. The proposer must further agree that every subcontract or order given for the supplying of this order will contain a provision requiring nondiscrimination in employment, as herein specified. This covenant is required pursuant to Federal executive orders 11246 and 11375 and any breach thereof may be regarded as a material breach of the contract or purchase order. Additionally, Proposer must comply with the following:

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

- **4.35 Prevailing Wage Rate:** If applicable contractor or subcontractor must agree to pay all employees involved with the installation on this project, the prevailing wage rate as ascertained by the Department of Industrial Relations of the State of Ohio.
- **4.36 Drug Free Workplace:** Contractor agrees to comply with all applicable state and federal laws regarding drug free workplace and shall make a good faith effort to ensure that all its employees, while working at Kent State University, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- **4.37 Smoke-Free, Tobacco-Free University:** Smoking and the use of nicotine, tobacco-derived or plant based products, and oral tobacco are not permitted on any property owned, operated or leased by Kent State University inclusive of personal vehicles parked on University property. All smoking is prohibited, including the use of electronic smoking devices, mod boxes or electronic nicotine delivery systems that create an aerosol or vapor. Vendors, contractors and other respondents to this RFP may not use cigarettes, cigars, cigarillos, cloves, hookahs, e-cigarettes, herbal and oil vaporizers, pipes, water pipes, any smokeless tobacco (chew, snuff, dip, etc.), and any other non-FDA approved nicotine products while conducting business on University property.



- Americans with Disabilities Act as Amended: Without limiting the requirements of Subsection 3.16, Electronic Information Technology Accessibility, Seller agrees to comply with the Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12131-12134, and it implementing regulation 28 C.F.R. pt. 35, which prohibits public universities from excluding individuals with disabilities from participating in and/or receiving the benefits of University services, programs, and activities, Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104, which prohibits a qualified individual with a disability, solely by reason of disability, from being excluded from participation in, being denied benefits of, or being subjected to discrimination under any University activity, and other applicable State of Ohio laws and regulations regarding accessibility and disability. Accordingly, Seller represents and warrants that the products and/or services provided hereunder are functionally accessible to individuals with disabilities. Compliance means that a person with a disability can acquire the same information, engage in the same interactions, and enjoy the same services as a person without a disability, in an equally effective and integrated manner, with substantially equivalent ease of use.
- 4.39 <u>Supplier Diversity</u>: Kent State University encourages men, minority groups, and EDGE vendors to respond to University Requests for Proposals. Kent State University is committed to a proactive and a comprehensive supplier diversity program that ensures an active and full participation of historically disadvantaged, economically and socially underutilized businesses located within the University's geographic region and beyond with specific attention to include Minority Business Enterprises (MBE), Women-Owned Business Enterprises (WOBE), and State Of Ohio EDGE Enterprises. Information about Kent State University's Supplier Diversity Program including the Vendor Registration Process can be found on the Procurement Department Web site at www.kent.edu/procurement/diversity

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

A listing of Ohio certified minority businesses, as well as the services and commodities they provide, is available from the State of Ohio Minority Business Enterprise Unit and can be reviewed at http://eodreporting.oit.ohio.gov/searchEODReporting.aspx

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

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

—Executive Order Requirements

The Contractor affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John Kasich and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is available at the following website: (http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202111-12K.pdf).

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



—Termination, Sanction, Damages

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

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

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

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

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

-Assignment/Delegation

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

- 4.43 Ohio Revised Code 9.24 Requirement: Finding for Recovery: Vendor represents and warrants that it is not now, and will not become during the term of any contract resulting from this RFP, subject to an unresolved finding for recovery under ORC Section 9.24 and is not under any suspension or debarment by any office of the state of Ohio or the federal government. If this representation and warranty is found to be false, any contract resulting from this RFP shall be void, and the Vendor shall immediately repay to the university any funds paid under the contract. If Vendor becomes subject to an unresolved finding for recovery under ORC Section 9.24 and/or is suspended or debarred by any office of the state of Ohio or the federal government during the term of the contract, such finding for recovery, suspension or debarment shall be considered a material breach of such contract, and the University may, at its sole discretion, terminate the Contract.
- **4.44** <u>Campaign Contributions</u>: Contractor hereby certifies that all applicable parties listed in Division (1)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (1)(1) and (J)(1) of O.R.C. Section 3517.13.
- **4.45 Biobased Products Bid Reference Policy:** The Department of Administrative Services, other state agencies and state institutions of higher education must procure biobased products that fall within the designated item categories list compiled by the United States Department of Agriculture, as maintained by the Department of Administrative Services. State agencies must procure equipment, materials, and supplies in accordance with procedures set forth in Ohio Revised Code section 123:5-1-14. Biobased products may be considered and a



preference may be applied for those biobased products meeting the specifications set forth in bidding documents when applicable. For those proposals in which biobased products are offered, contractor must list or otherwise identify and certify those products.

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

4.46 <u>Data Security Requirements/PCI Compliance:</u>

- 1) Will this product or service have involvement in creating, storing, processing, transmitting, or accessing University data or handling financial transactions?
 - a) If yes, will any data be removed by, accessed from, copied to, or created within systems that do not reside within the geographical boundaries of Kent State University?
 - i. If yes, complete the "Higher Education Cloud Vendor Assessment Tool
 Lite", https://www.kent.edu/it/higher-education-cloud-vendor-assessment-tool-lite. Include a copy of any applicable audit or security assessment reports or certifications such as: SSAE 16, SOC 2, or ISO 27001 and include copies of any applicable corporate information security policies or other supporting documentation that will substantiate the questionnaire responses.
 - (1) If an NDA is required for the disbursement of any of these documents or information, provide a copy of the NDA in your response.
- 2) Will this product or service have involvement in the processing of credit card transactions (Card-Present, Card-Not-Present, Online, Phone-based, or otherwise)?
 - a) If yes, submit a QSA-signed Attestation of Compliance to the Payment Card Industry Data Security Standards ("PCI-DSS").
 - b) If yes, Vendor acknowledges and agrees to the following statements:
 - i. Kent State University requires that Vendor at all times maintain compliance with current PCI DSS as applicable. Accordingly, the Vendor will be required to provide confirmation of compliance upon request by Kent State University throughout the contract term. Respondent hereby acknowledges that cardholder data may only be used for execution of the contracted systems or services as described herein, or as required by the PCI DSS, or as required by applicable law.
 - ii. If, during the contract term, Vendor becomes aware that systems or services provided under the contract falls out of compliance with PCI DSS requirements, the Vendor shall immediately notify the Kent State University Office of Security and Access Management.
 - iii. In the event of a breach, intrusion, or unauthorized access to cardholder data, Vendor shall immediately notify the Kent State University Office of Security and Access Management to allow for the PCI DSS breach notification process to commence. Vendor shall provide appropriate payment card companies and their respective designee's access to Vendor's facilities and all pertinent records to conduct a review of Vendor's compliance with the PCI DSS requirements. Vendor acknowledges liability for any and all costs resulting from such breach, intrusion, or unauthorized access to cardholder data deemed to be the fault of Vendor. Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless Kent State University and its officers and employees from and against any claims, damages, or other harm related to such breach.
- **European General Data Protection Regulation**: If Kent State University's Cyber Security and Privacy Department in the Division of Information Technology, determines that the services provided within this RFP involve the transfer of personal data subject to the European General Data Protection Regulation, the supplier will be required to execute the University's the European General Data Protection Regulation addendum.

 $\frac{https://www.kent.edu/sites/default/files/file/GDPR\%20Vendor\%20Addendum\%20KSU\%20FINAL\%200619\%}{20PDF.pdf}$



- **4.48** <u>H.B. 476, State Contract and Boycotting</u>: 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.
- Health Insurance Portability and Accountability Act of 1996 (HIPAA) Compliance: Vendor agrees to 4.49 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.
- **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%20202-02D.pdf.

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

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

(Section 5 follows, next page.)



5.0 REQUEST FOR PROPOSAL FORMAT AND EVALUATION CRITERIA

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

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

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

- a. **Forms 1 through 9:** Signed and dated, completed through DocuSign.
- b. **The submission requirements enumerated in Section 6, "Specifications":** Please format all requirements as noted and submit via DocuSign.
- c. If applicable, **completion of the Higher Education Cloud Vendor Assessment Tool Lite**, submitted as a separate attachment to the DocuSign submission.
- d. **Assumptions, Clarifications, and Exclusions:** Describe any and all of the assumptions, clarifications, or exclusions to the proposal.
- e. Provide cost proposal and/or price quotation as indicated in Section 6, and include any additional specification documentation you deem necessary to support your proposal.
- f. Include any additional documentation you deem necessary to support your proposal.
- 5.2 Evaluation Criteria and Process: Selection and award of contract will be made to the single supplier (or multiple suppliers if deemed appropriate) whose proposal, in the sole opinion of Kent State University, represents the best overall value to the University. Factors which determine the award are more fully detailed in the specifications, and will include, but will not be limited to, the following: The proposer's responsiveness to all specifications in the RFP, quality of the proposer's products and/or services, ability to fulfill the contract, overall cost, installation and service, training, warranty, any applicable software, industry references. and general responsibility as evidence of past performance. Payment terms and cash discounts will be considered as determining factors in the contract award.

Additionally, proposals will be reviewed and evaluated according, but not limited, to the criteria listed herein. As a part of the evaluation process, the university has assigned a component rating (0 to 5: Poor to Excellent) to each area defined in the criteria section. Selection of the successful vendor will be determined by the proposal(s) that best serves the interest of the university.

- a. Demonstrated ability based on experience, qualifications and references, to provide the services, product and equipment requested in a University setting.
- b. Economic package and competitiveness and stability of pricing.
- c. Functional Requirements and overall suitability for current and future needs of KSU.
- d. Plan for successful program implementation and continuous performance.
- e. Overall proposal and response to University's business requirements as specified including the quality and clarity of the presentation to the evaluation committee concerning vendor's proposal.

The order in which the above selection criteria are listed is not indicative of their relative importance.



6.0 SPECIFICATIONS

SCOPE

Kent State University is seeking proposals from a supplier to design, develop, implement, host and support a unified solution to process ticket sales and distribution for athletic events, museum admissions, concerts, and fine arts performances, and other events as needed. This system will be available to all University departments and campuses as needed.

CURRENT STATE

Kent State University currently contracts with Audience View/University Tickets for ticket processing for three departments: Intercollegiate Athletics, the College of the Arts, and the Tuscarawas Performing Art Center. Approximately 220,000 tickets are issued each year between all three departments.

Additional information on each applicable venue follows:

Intercollegiate Athletics

Kent State University's athletics program includes baseball, basketball (women's), basketball (men's), cross country (women's), cross country (men's) field hockey, football, golf (women's), golf (men's), gymnastics, lacrosse, soccer, softball, track and field (women's), track and field (men's), volleyball, wrestling. Kent State University has developed state- of-the- art facilities to support our student athletes and issues approximately 157,000 non-student tickets per year. Below is a description of the current hardware and box office locations utilized by the Athletics Department:

- 1) MAC Center (Men's and Women's Basketball, Gymnastics, Wrestling, Volleyball)
 - a. Seven (7) computers with internet connection to utilize AudienceView
 - b. Five (5) BOCA ticket printers
 - c. Ten (10) scanners through AudienceView with chargers
 - d. Four (4) outside sales windows
 - e. Two (2) inside sales windows
 - f. Two (2) access points
 - g. Ticket takers/scanners: Five (5) to seven (7)
- 2) DIX Stadium (Football)
 - a. Five (5) ticket computers: Four (4) in our ticket office and one (1) in our will call office
 - b. Five (5) Boca ticket printers
 - c. Four (4) windows: Ticket office sales (west side)
 - d. Five (5) windows with one (1) computer) at will call office (west side)
 - e. One (1) ticket booth (east side): No computer or printer
 - o Currently use pre-printed tickets and run payments through tablet via Square. Looking to implement a mobile ticket setup with a laptop and BOCA ticket printer.
 - f. Ticket takers/scanners: Seven (7) to ten (10)
 - g. One (1) access point
- 3) Olga Mural Field at Schoonover Stadium (Baseball)
 - No computers or printers. currently use pre-printed tickets and run payments through tablet via Square at two separate ticket booths. Looking to have mobile setup with a laptop and a BOCA printer at the main ticket booth



The College of the Arts Performing Arts Box Office

The Performing Arts Box Office issues approximately 41,000 tickets per year and tickets events for the School of Theatre and Dance, the School of Music, the Fashion School, Kent State Museum, Porthouse Theatre, and Kent Blossom Music Festival. Below is a description of the current hardware and box office locations managed by the College of the Arts:

- 1) Porthouse Theatre (theatre performances) located at Blossom Music Center in Cuyahoga Falls, Ohio (outdoor venue)
 - a. Four (4) laptop computers
 - b. One (1) BOCA ticket printer
 - c. Four (4) sales windows
 - d. Two (2) access points
 - e. Four (4) scanners used for each performance.
- 2) E. Turner Stump Theatre (theatre and dance performances) located in Kent Center for the Performing Arts building
 - a. Three (3) desktop computers
 - b. One (1) BOCA ticket printer
 - c. Three (3) sales windows
 - d. One (1) access point for each theatre
 - e. Two (2) scanners per performance used at each theatre, however, the Performing Arts Box Office has access to a total of eight (8) scanners to use at any given time
- 3) Wright-Curtis Theatre (theatre performances) located in Kent Center for the Performing Arts building
 - a. Two (2) desktop computers
 - One (1) BOCA ticket printer
 - b. One (1) sales window
 - c. One (1) access point
 - Two (2) scanners used for each performance
- 4) Ludwig Recital Hall (music performances) located in Kent Center for the Performing Arts building, also used for Kent Blossom Music Festival summer performances
 - a. Two (2) laptop computers
 - b. Two (2) sales windows
 - c. One (1) access point
 - d. Two (2) scanners used for each performance
- 5) Cartwright Auditorium (music performances) located in Cartwright Hall
 - a. Two (2) laptop computers
 - b. Two (2) sales windows
 - c. One (1) access point
 - d. Two (2) scanners used for each performance
- 6) Rockwell Hall (fashion show, two events per year)
 - a. Two (2) laptop computers
 - b. Two (2) sales windows
 - c. One (1) access point
 - d. Two (2) scanners used for each performance
- 7) Kent State Museum (daily admission ticket sales)
 - a. Two (2) laptop computers



- b. Two (2) sales windows
- c. One (1) access point

The Kent State University Tuscarawas Performing Arts Center

The Tuscarawas Performing Arts Center acts as a ticketing agent (and maintains satellite ticket offices) for a number of other area arts organizations: The Tuscarawas Philharmonic, The Little Theatre of Tuscarawas County, Tuscarawas County Fair, Tusco Music, Dover High School Bands, and Black Box Theatre Ensemble. Altogether, the Performing Arts Center issues approximately 44,000 tickets per year with 70% being issued by the Tuscarawas Performing Arts Center. Below is a description of the current hardware and box office locations managed by the Tuscarawas Performing Arts Center:

- 1) Performing Arts Center (Centralized Ticket Office)
 - a. Four (4) PC computers
 - b. One (1) Mac computer
 - c. Three (3) BOCA ticket printers
 - d. Six (6) mobile scanners through AudienceView
 - e. Two (2) sales windows
 - f. One (1) point of access
- 2) The Little Theatre of Tuscarawas County
 - a. Two (2) PC computers
 - b. Two (2) BOCA ticket printers
 - c. Two (2) sales windows
- 3) Tuscarawas County Fairgrounds
 - a. Three (3) PC computers
 - b. Three (3) BOCA ticket printers
 - c. Three (3) sales windows

UNIVERSITY EXPECTATIONS OF SUCCESSFUL VENDOR(S)

- 1) Support ticket sales and donations both online and at multiple onsite ticket sales locations (point-of-sale). Be able to deposit these revenues via full integration with Transact for multiple University merchant ids separately and concurrently. Be able to provide appropriate, and detailed, documentation of such transactions to support accounting function.
- 2) Capture demographic and sales data in order to create appropriate patron information database. These databases should be easily extractable in order to create customizable reports relative to customers and donors as well as specific venues and events.
- Ability to electronically communicate for two-way email communications with ticket holders and serve as a marketing tool by providing email marketing directly from the product and supporting social media interfacing.
- 4) Be able to interface with all required University systems (ERP, Banner, Transact), and provide an audittrail necessary to ensure compliance with, federal, state, and University accounting and fiscal management policies and procedures.
- 5) Offer robust and customizable online survey capabilities.



- 6) Ability to control seating availability and pricing from within the system as well as the option to change ticket prices as needed.
- 7) Ability to both print and create electronic tickets.
- 8) Ability to customize the design and content of each ticket, both for printed and electronic tickets.
- 9) Must be PCI compliant and maintain compliance with federal and state laws, as well as all applicable University policies and procedures, including those pertaining to data security, accounting, and fiscal management.
- 10) User-friendly for a wide range of end-users of varying degrees of technological experience and abilities.
- 11) The selected firm has the option to engage with the Kent State University intercollegiate athletics department's ("Athletics") exclusive multi-media rights through which the selected firm could receive a menu of mutually agreed upon Athletics-specific sponsorship benefits. Such benefits, designed to promote the selected firm's sponsorship and support of Athletics, may include, but will not be limited to, advertising spots in Athletics radio show/game broadcasts, print advertisements in Athletics publications and fixed or temporary signage in Athletics facilities.
- 12) Vendor must be able to implement the use of the product based on the cyclical nature of each department utilizing the software solution at Kent State University.

PROPOSAL SPECIFICATIONS AND SUBMISSION REQUIREMENTS

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

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

Infrastructure and Technology

- 1) System Architecture
 - a. Provide a description of your ticketing system architecture.
 - b. Indicate whether your system is command based or point-and-click.
 - c. Indicate the normal mode for the system to communicate with the venue(s).
 - d. Provide a narrative describing the communication architecture.
 - e. Describe how your system provides for a secure environment.
 - f. Describe your system's backup and redundancy.
 - g. Describe how your system handles multiple client/venue databases within the same system.
 - h. Describe the types of system securities that are in place. Describe user levels of security and permission based on controls/flexibilities. Describe whether your system contemplates securities for multi-venue/entity usage.
 - i. Provide your system's recent downtime/uptime performance record.
 - j. Describe how your system provides for barcode ticket scanning capabilities and whether the system has wireless capabilities.
- 2) Venue Requirements for Compatibility
 - a. Describe minimum venue intranet LAN server specifications and/or PC hardware/software/operating system requirements to utilize your system.



- b. Indicate whether your system supports a zero-configuration, web-based only environment.
- 3) System Performance
 - a. Describe your system's throughput capabilities as it relates to ticket sales volume during major ticketing on-sales.
 - b. Describe both benchmarked and documented 'live' volume capacities. Give example.
 - c. Describe which resources may be shared (i.e. ticketing server). Indicate how shared resources allocate to minimize impact on a given venue's processing ability.
- 4) Financial Accountability
 - a. System must be PCI compliant and certified.
 - b. Your company must be a Transact partner or willing to become a Transact Partner.
 - System must have the capability for operator-specific audit trails to be captured for each transaction.
 - d. System must allow for remote access to reporting and auditing. Provide a statement describing process and who controls access.
 - e. System must allow data to be readily exported via other file formats. Indicate which formats.
 - f. System must process through multiple merchant IDs.
- 5) Systems Interfacing
 - a. Provide a statement describing how you enable data to be imported/exported to other third party systems and with what third party systems is your system compatible.
 - System must have an open architecture allowing data manipulation amongst varied operating systems.
 - c. Provide a statement on how third party providers read/write to data files.
- 6) System Enhancement Requests
 - a. Describe the process on how you allow venues to participate in identifying your system's 'roadmap' and future direction.
 - b. Describe how system upgrades are initiated and the down time involved.
- 7) Miscellaneous Infrastructure Requirements
 - a. Indicate who has access to the database and who owns the database.
 - b. Describe your system "test" environment for training and beta testing.
 - c. List any/all available SSO protocols for authenticating users within the university environment.

Installation, Training, and Support Planning

- 1) Installation
 - a. Describe the implementation / system conversion process and what your organization provides as it pertains to each of the items below.
 - i. Project management
 - ii. Business consulting
 - iii. Website creation/development
 - iv. Data communication links
 - v. Seating manifest and map creation
 - vi. System configuration setup
 - vii. Initial event creation
 - viii. Database conversion
 - ix. Hardware installation
- 2) Training
 - a. Describe the training provided in the use of the system. Cite the methodology in which this training is provided.
 - b. Describe ongoing training opportunities available once system is live.
- 3) Support
 - a. Describe the role that a dedicated account representative would serve and the escalating support levels your organization provides as it pertains to:
 - i. Venue, box office staff, and end-user ticketing system related issues



- ii. Remote 24/7 help desk
- iii. On-site support, where applicable
- 4) Hardware and Infrastructure Requirements
 - a. Describe the hardware that will need to be provided by the successful contractor, such as:
 - Handheld barcode scanners for access-controlled admissions (ability/capability to read magnetic stripes and RFID chips and have printer add-on capabilities for seat locator processing)
 - ii. Wireless access points
 - iii. On-site servers as needed for the Access Management System (if applicable)
 - iv. High-speed point-of-sale thermal ticket stock printers
 - v. P2PE Devices for secure payment authentication
- 5) Service Level
 - a. Describe your overall success rate in maintaining maximum 'up time' for the various components within your system. Provide statistics regarding your systems performance/availability and any average down time sustained for the following: Online, Back Office Ticketing, Access Management, and Communication Links.

Sales and Marketing Functionality

- 1) Single Event Sales
 - a. Describe how your system effectively allows for interactive, real-time ticket sales from a shared ticket inventory pool for current and future events through the following single event sales channel(s):
 - i. box office windows
 - ii. Internet
 - iii. kiosks
 - iv. remote outlets
 - v. mobile phone
 - vi. Describe how your system allows for the following methods of delivery through all of the above sales channels: print ticket on demand
 - vii. print-at-home
 - viii. virtual / paperless
 - ix. PDA/mobile phone
 - x. will call
 - xi. kiosk
 - xii. mail
 - b. Describe how the system restricts number of seats purchased in one transaction, order, or account for high volume on sales for all of the above sales channels.
 - c. Describe how your system allows for both reserved and general admission seating sales within the same event or transaction through all of the sales channels.
 - d. Describe how your system allows/encourages tickets to be forwarded/shared post-purchase
 - e. Describe (if any) existing secondary marketplaces for ticket resale with integration to your system
 - i. What additional revenue (if any) is captured from tickets sold on the secondary market
 - ii. What limitations can be placed on tickets listed on the secondary market
 - iii. What customer data is captured from the resale of tickets on the secondary market
- 2) Season/Subscription Sales
 - a. Describe how your system effectively allows for interactive, real-time ticket sales from a shared ticket inventory pool for current and future events through the following season/subscription event sales channel(s):
 - i. box office windows
 - ii. Internet
 - iii. kiosks
 - iv. remote outlets



- v. mobile phone
- b. Describe how your system allows for the following methods of delivery through all of the above sales channels:
 - i. print ticket on demand
 - ii. print-at-home
 - iii. virtual / paperless
 - iv. PDA/Mobile phone
 - v. will call
 - vi. kiosk
 - vii. mail
- c. Describe how your system handles season/subscriptions across multiple venues
- d. Describe your system handles season/subscription rollover/renewal process
- e. Describe how your system handles a la cart season/subscription sales

3) Group Sales

- a. Describe the flexibility your system allows in establishing business rules for groups and what 'group' specific functionality your system possesses.
- b. Describe how your system automatically scales price by group size.
- Describe how your system does best available seat searches for large groups of seats and across sections.
- d. Describe how your system helps facilitate group fund-raising functionality.
- e. Describe how your system provides any tools that would help identify/collect data on individual members of a group purchase.

4) Student Ticketing

- a. List any functionality that is intended and a specific tool that facilitates University student ticketing.
- b. Describe how your system allows for the automated upload of student account data via Active Directory directly into the ticketing system, thereby authenticating student status and offering a variable ticket price based on this authentication.
- c. Describe how the system is used to allow students to utilize their student IDs with access control systems to gain entry into events.
- d. Describe how this system integrates with the student id debit card system for purchase of student tickets.
- e. Describe how this system effectively prevents non-students from accessing tickets for "closed" university events.

5) ADA Ticket Sales

- a. Describe any functionality your system provides that facilitates the sale of tickets to patrons with special needs (ADA required seating) and their accompanying guests ticketing.
- 6) Premium Seating Rentals / Luxury Suite / Sales
 - a. Describe any specific functionality geared towards facilitating luxury suite/premium seating rentals and / or sales.

7) Inventory Presentation

a. Describe how the system provides seat maps for patrons and/or ticketing staff to employ. Describe if maps are used to select seats and if system allows single seats to be left unallocated.

8) Discounting and Promotions

a. Describe discounting and promotional functionality as they apply to single, group, season and package ticket sales. Please make note if capability does not apply to any particular sales channel.

9) Complimentary Tickets

- a. Describe how your system handles complimentary tickets.
- b. Describe any process that allows for end-users (customers) to access, manage, and claim comp tickets that may not be available to the general public.

10) Social Media Marketing Functionality

a. Describe any social media tools your system might employ or support.



11) Miscellaneous Sales/Marketing Requirements

- a. Describe whether the system offers a preferred customer or rewards/incentive program.
- b. Describe how your system is a fully integrated Ticketing, Donor, and Marketing Software
- c. Describe how your system has a strong marketing presence. The provider's e-mail, confirmations, print-at-home tickets, etc. must be customizable to allow the university to market effectively to its patrons and potential patrons.
- d. Describe how your system has a functional e-mail marketing capability able to store information
- e. pertaining to specific customer.
- f. Describe how your system is able to track/measure marketing initiatives across multiple channels including e-mail, direct mail, social media, and telemarketing campaign.

Ticket Operation Functionality

1) Objective

a. System must be a state-of-the-art hosted ticketing system complete with a fully integrated access control system, comprehensive event management controls, multi-channel distribution capabilities, and a full suite of reporting abilities. System must provide a customer-facing portal, inventory control, invoicing and financial accountability.

2) Inventory Management

- a. Describe how seat statuses can be viewed via point and click on a map.
- b. Describe the user control levels for changing or viewing seat statuses.

3) Reporting

- a. Describe your suite of reports (in detail) as they pertain to:
- b. Primary box office
- c. Secondary box office (including remote outlets)
- d. Season / package tickets (new sales and renewals)
- e. Fund raising
- f. Group sales
- g. Secondary market sales
- h. Web-base for management, promoters and other stakeholders
- i. Marketing
- j. Financial department

4) Invoicing

a. Describe your systems functionality regarding all facets of invoicing capabilities, including, but not limited to, invoice generation, aging, item inclusion/exclusion, percentage payment calculations, etc.

5) Payments

- a. Describe how your system supports coupons and vouchers, and loyalty programs.
- b. Describe how your system allows payment plan for season/package tickets and/or pledges/fundraising.
- c. Describe how your system handles multiple payment types per transaction.
- d. Payment to the department or unit of proceeds from ticket sales and donations must be paid in gross per University rules and regulations.
- e. Include a statement attesting to your company's ability to redirect and process all sales and donations through the Cashnet Payment Gateway using multiple merchant ids.
- f. Include a list of supported payment gateway systems
- g. Include a statement attesting to your ability to pass donor name along with donation information to Cashnet Payment Gateway.

6) Accounting

- a. Describe your systems ability to aid the accounting department in the following areas:
- b. Event settlement reports
- c. Daily sales and reconciliation reports



- d. Cash receipt reports, broken down by event, for daily settlement that identifies how the sale occurred (where, when, how).
- e. Ability to communicate/interface with University's Cashnet Payment Gateway system.
- f. Describe your system's capability to track receivables and if receivables can be excluded from a standard event audit.
- g. Describe how your system tracks complimentary tickets.
- h. Describe your processes as it relates to refunds, voids and reprinted tickets and if your system provides separate tracking for these types of transactions.

7) Ticket Printing

- a. Describe your system's ticket printing capabilities via all channels (immediate, batch, print-at-home, etc.).
- b. Describe how and when a unique bar code is generated for tickets. Describe barcode format.
- 8) Virtual/Paperless Ticketing
 - a. Describe how your system supports 'paperless' ticket functionality.
 - b. System must be capable of supporting sponsorships / corporate partner logos and information printing on physical and e-tickets.
- 9) Access Management System
 - a. Describe the features of your access management system pertaining to (but not limited to) the following:
 - i. Controlled venue admissions
 - ii. "Paperless" admissions
 - iii. Barcode format
 - iv. Wireless hand-held
 - v. Controlled admissions to clubs, etc.
- 10) Event Setup and Inventory Control
 - a. Describe how events and new inventory are created.
 - b. Describe the rollover process for season or subscription accounts and inventory.
 - c. Must be able to all seats (package or single) to be returned, exchanged, reprinted, upgraded, or cancelled without affecting the original payment/order.

Customer Relations and Database Management

- 1) Contract Management
 - a. Please describe the contact management tools that are inherent in your system.
- 2) Database Management
 - a. Describe your system's ability to capture and retain meaningful data and the specifics regarding what level of data can be maintained practically from both an archival and historical perspective. Describe what level of data is retained year-to-year.
 - b. Describe data capture capabilities of your system at the point-of-sale/ticket office. Describe how your system integrates with touch-screen equipment for efficient data capture onsite.
- 3) Data Mining and Analysis
 - a. Indicate whether your system is capable of integrating with enterprise-class web analytics solutions such as Google Analytics. If applicable, please detail the solutions with which you have currently integrated.
 - b. Describe any data mining and analysis system functionality that is commonly utilized by other clients.
- 4) Data Integrity
 - a. Describe your system tools that help maintain database integrity and hygiene.



Fundraising and Donor Functionality

- System shall provide the ability to add and track sponsor and donor information in a manner that reduces unnecessary work and facilitates revenue generation in these areas. Describe your system's functionality in these areas:
 - a. Fund-raising campaigns within your ticketing system for donations.
 - b. Capability of processing fund-raising transactions as well as ticketing transactions via separate merchant ID's. Provide details on how these transactions can be performed online as well as in the point-of-sale ticketing system.
 - c. Creating and sending pledge reminders to donors for automatic follow-up.
 - d. Customer donations and membership renewals online.
 - e. Provide any additional fund-raising functionality your system may provide.
 - f. Fulfillment of benefits tied to specific donation amounts:
 - i. Complimentary tickets
 - ii. Discounted tickets
 - iii. Seat Licenses

Cost Proposal

1) Provide the cost for initial acquisition and installation and all ongoing annual costs. Please provide a detailed basis for calculation.

Sample Documents

1) Provide the URL for a demonstration site and/or three (3) active sites that utilize your system (preferably both).

Company History

1) Please provide firm history, names of owners, principals and/or officers, demonstration that the firm has been in business providing similar services under its present name and licensed to do business in the State of Ohio for the past five (5) years.

References

1) Please identify at least three (3) college or university references (including a contact person and telephone number) for which the respondent has successfully installed, managed, and operated a centralized ticketing system for an extended period of time. With regard to each reference, each respondent is requested to provide detail regarding the ticketing system, relationship with client, financial arrangement, and any other relevant information. The University reserves the right, but is not obligated, to contact and review the beverage program of any institution by any respondent as a reference.

Assumptions, Clarifications, and Exclusions

1) As instructed elsewhere in the previous sections, describe any and all of the assumptions, clarifications, or exclusions to the proposal.

FINANCIAL PROPOSAL

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

(End of section.)



7.0 **DEFINITIONS**

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

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

DI: "Design Innovation"

FTE: "Full Time Equivalent/Equivalency"

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

KSU: "Kent State University"

LMS: "Learning Management System"

MSA: "Master Service(s) Agreement"

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

OUA: "Office of the University Architect"

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

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

Proposal, Quotation: Response provided by proposer.

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

RFP: "Request for Proposal"

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

SLA: "Service Level Agreement"

SOW: "Statement of Work"

SSO: "Single Sign-On"

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



requirement of the Request for Proposal.

8.0 **SAMPLE of response forms 1-9** (for illustrative purposes only.)

Form 1: Request for Proposal Attestation Form	n
KENT STATE UNIVERSITY - REQUEST FOR PROPOSAL #: RFP DESCRIPTION: DATE OF ISSUE:	CAMPUS
SEALED PROPOSALS DUE:	, No Later than 4:30 PM Eastern
Proposals must be received via DocuSign and the date and time specified above. Proposals timestan	Certificate of Completion must be timestamped "Signed" no later than the nped after that date and time will be rejected.
Proposals are to be submitted in accordance with proposal opening.	the Proposal Instructions and Specifications. There will not be a formal
	erve the right to reject any or all proposals, award partial proposals, waive quest new proposals if doing so is deemed to be in the best interests of Kent
accepting, without exception or amendment the	half of my firm, to the specifications of this Request for Proposal and Instructions, Agreement Terms, and Specifications as set forth in this ag from this Request for Proposal shall be subject to these Instructions, atted herein.
a.1. 11. 12	
Submitted By:(Com	apany Name)
Authorized Signature:	Date:
(Prin	ted Name, Title)
The Proposal, including all appendices, must be so and submitted via DocuSign within this document	ubmitted in a single PDF file. Forms requiring signature(s) will be signed .
	be attached, <i>only</i> if mandated in the Request for Proposal Instructions. In in .xls format must be emailed directly to Contract Manager if it is a



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;
- c. that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.

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

Payment Terms:	
Firm Name:	
Address:	
Telephone Number:	Fax Number:
Email:	
Authorized Signature:	
Name of Signee:	
Title:	
Date:	

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

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



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

Large business.
Small business – An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years. Department of Minority Business Enterprise (DMBE) certified 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.
State of Ohio Certified MBE (Attach Certificate)
State of Ohio Certified EDGE (Attach Certificate)
Ohio OMSDC/NMSDC Certification (Attach Certificate)
Veteran-owned Business (Attach Certificate)
WBENC Certification (Attach Certificate)
Other MBE or Women-owned Certification (Attach Certificate)



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



Form 5: Buy American Certificate Form

(
Certified:		
Certified:		
Certified: Name (Please Print)		
	Date	



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

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE: By the signature affixed to this response, the Bidder/Offeror affirms, understands and will abide by the requirements of Executive Order 2011-12K issued by Ohio Governor John R. Kasich. If awarded a contract, the Bidder/Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is available at the following website: (http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%20211-12K.pdf).

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

1. Principal location of business of Con	ntractor:
(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 perf	Formed by Contractor:
(Street Address)	(City, State, ZIP)
Name/Location where services will be p	performed by subcontractor(s):
(Name)	(Street Address, City, State, ZIP)
(Name)	(Street Address, City, State, ZIP)



(Street Address) (City, State, ZIP)				
me/Location(s) where state data will b ocontractor(s):	e stored, accessed, tested, maintained or backed-up by			
(Name)	(Street Address, City, State, ZIP)			
(Name)	(Street Address, City, State, ZIP)			
(Name)	(Street Address, City, State, ZIP)			
(Name)	(Street Address, City, State, ZIP)			
(Nome) Location where services to be perform	(Street Address, City, State, ZIP) ned will be changed or shifted by Contractor:			
Location where services to be perforn				
Location where services to be perform (Street Address)	ned will be changed or shifted by Contractor:			
Location where services to be perform (Street Address) me/Location(s) where services will be	ned will be changed or shifted by Contractor: (City, State, ZIP)			
Location where services to be perform (Street Address) me/Location(s) where services will be (Name)	(City, State, ZIP) changed or shifted to be performed by subcontractor(s):			
Location where services to be perform (Street Address) me/Location(s) where services will be (Name)	(City, State, ZIP) changed or shifted to be performed by subcontractor(s): (Street Address, City, State, ZIP)			
Location where services to be perform (Street Address)	(City, State, ZIP) changed or shifted to be performed by subcontractor(s): (Street Address, City, State, ZIP) (Street Address, City, State, ZIP)			



Form 7: Electronic Information Technology ("EIT") Compliance Form

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

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

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

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

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

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

- **a.** In a web browser, visit

 should be completed by Vendor's **lead technical staff member** best suited to share information about the digital accessibility of the product and/or service.
 - iv. PLEASE DO NOT START FORM until previewing of the list of questions that will be asked.
 - v. If available, please make sure to attach a completed VPAT when completing the form. A blank template of the VPAT is available at https://www.itic.org/policy/accessibility.
 - vi. NOTE: KSU may, in its sole discretion, deem as non-responsive, any form submission that is deemed by the university as incomplete.

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



Form 8: Data Security Requirements/PCI Compliance Form

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

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

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

subm	I have completed Section Data Securi itted all the required documents.	ty Requirements/PCI	Compliance	section of th	e RFP an	d
REP	_ I am not required to complete Section	Data Security Requir	ements/PCI (Compliance se	ction of th	e



Form 9: Electronic Invoicing and Payment Capability Form				
All bidders are required to complete the following information:				
Does your company offer electronic invoicing?YesNo				
If yes, please specify method:				
Is your company capable of receiving payment via ACH transfer?	Yes	No		