KENT STATE UNIVERSITY

Procurement Department

REQUEST FOR PROPOSAL #1737

RFP #1737:	**Search Engine Optimization (SEO) and Digital Marketing Support for the College of Business Administration Graduate Programs**
DATE OF ISSUE:	**Tuesday, December 20, 2020**
SEALED PROPOSALS DUE:	**Friday, January 8, 2021, 4:30 PM Eastern**

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

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

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

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

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1.0 PROJECT TIMELINE

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

- **Tuesday, December 22, 2020:** RFP issued
- **Friday, January 8, 2021, 4:30 PM Eastern:** Proposals due via DocuSign submission; distribution of proposals received and evaluations to begin
- **Week of January 11, 2021:** Evaluation of proposals and anticipated announcement of contract/purchase award
- **February 1, 2020:** Anticipated commencement of new contract. Work to be completed by end of July 2021.

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2.0 OVERVIEW OF KENT STATE UNIVERSITY

Brief Overview of Kent State University: Kent State University is the largest public multi-campus system in Ohio, with eight unique and distinctive campuses serving a population of 39,000 students, nearly 4,000 full-time faculty and staff members and more than 240,000 alumni worldwide. After a successful seven-year tenure, Executive Vice President and Provost Todd Diacon became the university's 13th president on July 1, 2019.

The university's Kent Campus has a student body of nearly 29,000 and a thriving residential population of more than 6,600. Its seven regional campuses draw full- and part-time students, now totaling 12,000, from across Northeast Ohio: Kent State at Ashtabula; Kent State at East Liverpool; Kent State at Geauga in Burton and the Regional Academic Center in Twinsburg; Kent State at Salem; Kent State at Stark in Canton; Kent State at Trumbull in Warren; and Kent State at Tuscarawas in New Philadelphia.

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

The university offers more than 200 global education opportunities at its campuses in Florence, Italy, and Geneva, Switzerland; centers in China and India; as well as partnerships with 60 institutes and universities across the globe from Colombia to Vietnam and Germany to Kenya. The Kent Campus is a global education destination in its own right, serving as home to 1,700 students hailing from 111 countries.

Kent State is proud of its outstanding faculty and staff, students, collaborative culture, exceptional academic and research orientation, and strong commitment to engagement, academic excellence and diversity. The university offers nearly 300 associate and baccalaureate degree programs. Kent State serves the state, the nation and the world through 165 graduate programs. Academic programs are organized into 10 colleges and one independent school: Aeronautics and Engineering; Architecture and Environmental Design; Arts and Sciences; the Arts; Business Administration; Communication and Information; Education, Health and Human Services; Nursing; Podiatric Medicine; and Public Health.

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

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

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3.0 REQUEST FOR PROPOSAL INSTRUCTIONS

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

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

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

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

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

3.1 **New Product Lines:** Upon written request by the successful proposer, new related product lines, not available at the time of proposal bidding, may be added during the course of this agreement at like discounts for the represented manufacturers.

3.2 **Specifications:** Specifications have been based on products and/or services familiar to the University and are firm as listed. No substitutions.

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

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

3.5 **Verbal Information:** Respondents shall NOT base the proposal on verbal information from any employee of the University from the date and time the RFP is received by the proposer, unless otherwise noted elsewhere in the

RFP. Any such incident will invalidate the proposal, and bar that particular vendor from receiving a purchase or contract award. In case errors or omissions are found in the proposal document, companies submitting proposals shall at once inform the signee in the Procurement Department who will publish the correction to all companies.

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

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

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

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

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

3.9 **Procedure for Conducting Negotiations:**

—Who To Negotiate With First

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

—Negotiations With Multiple Vendors

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

—If Negotiations Are Unsuccessful

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

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

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

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

3.13 **Buy Ohio:** Sections 125.09 and 125.11 of the Ohio Revised Code require that in the evaluation of bids, the University give preference to products which are "mined, excavated, produced, manufactured, raised, or grown in the state by a person where the input of Ohio products, labor, skill, or other services constitutes no less than 25% of the manufactured cost", or products offered by bidders who have a "significant Ohio presence," defined to mean that the bidders:

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

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

3.14 **H.B. 476, State Contract and Boycotting:** Pursuant to R.C. 9.76(B) Consultant warrants that Consultant is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.

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

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

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

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

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

a. In a web browser, visit **http://bit.ly/eitvendorsurvey**. The form should be completed by Vendor's **lead technical staff member** best suited to share information about the digital accessibility of the product and/or service.
    i. PLEASE DO NOT START FORM until previewing of the list of questions that will be asked.
    ii. If available, please make sure to attach a completed VPAT when completing the form. A blank template of the VPAT is available at https://www.itic.org/policy/accessibility.

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

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

- To reject any proposal if, in the University's sole discretion, the proposal is incomplete or is not responsive to the requirements of this RFP, the Respondent does not meet the Qualifications set forth in the RFP, or it is otherwise in the University's best interest to do so;
- To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more respondents for negotiation or to cancel this RFP with or without issuing another RFP;
- To accept or reject specific items or elements in any proposal and award a contract based only on such items or elements if it is deemed in the University's best interest to do so;
- To reject the proposal of any respondent that, in the University's sole judgment, has been delinquent or unfaithful in the performance of any contract with the University, or is financially or technically incapable or is otherwise not a responsible respondent;
- To waive any informality, defect, non-responsiveness and/or deviation from this RFP and its requirements that is not, in the University's sole judgment, material to the proposal;
- To permit or reject at the University's sole discretion, corrections (including for information inadvertently omitted), of proposals by some or all of the respondents following proposal submission;
- To request that some or all of the respondents modify proposals based upon the University's review and evaluation;
- To request additional or clarifying information or more detailed information from any respondent at any time, before or after proposal submission, including information inadvertently omitted by a respondent;
- To inspect and otherwise investigate projects performed by the respondent, whether or not referenced in the proposal, with or without the consent of or notice to the respondent;
- To conduct such investigations with respect to the financial, technical, and other qualifications of respondents as the University, in its sole discretion, deems necessary or appropriate.
- To enter into post-submission negotiations and discussions with any one or more respondents regarding price, scope of services, and/or any other term of their proposals, and such other contractual terms as the IUC-PG may require, at any time prior to execution of a final contract. The University may, at its sole election, enter into simultaneous, competitive negotiations with multiple respondents or negotiate with individual respondents seriatim. In the event negotiations with any respondent(s) are not satisfactory to the University, the University reserves the right to discontinue such negotiations at any time; to enter into or continue negotiations with other respondents; and, to solicit new proposals from entities that did not respond to this RFP.

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4.0 REQUEST FOR PROPOSAL AGREEMENT TERMS

4.1 **Contract**: All Agreement Terms and Specifications set forth in this Request for Proposal are to become an equal part of the final contract. Contracting for this project will be facilitated by a University-authored contract and purchase order, and the terms of this Request for Proposals will govern.

4.2 **Period of Agreement:** The term of the agreement shall be for one (1) year from the date of contract execution. A University purchase order will be issued to facilitate invoice payments.

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

4.4 **Termination:** Either party may terminate this contract after the expiration of sixty (60) days from the effective date of the contract. Termination may occur by giving the other party ninety (90) days prior written notice of intent to terminate; except that any breach of this contract shall be just cause to terminate immediately the contract and any obligations existing thereunder without any prior notice to you. Termination resulting from breach of contract will be cause, at the sole discretion of the Procurement Department, to suspend the proposer from submitting a proposal on any project at the university for a period up to three (3) years.

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

4.6 **Extended Payment Clause:** Kent State University may, upon written notice to the proposer receiving the contract, suspend or terminate the unpaid balance of this contract, if the Ohio General Assembly, in a subsequent biennium, fails to appropriate funds making possible the continuation of such payment.

4.7 **Contractor Responsibilities:** The selected contractor shall be deemed by the University as an independent contractor and shall not, during the term of the contract, or any renewals or extensions thereof, sell, assign, transfer, sublet, or sublease all or any part thereof without the prior written consent of the University; and, should contractor become insolvent, or if proceedings in bankruptcy shall be instituted by or against contractor the remaining or unexpired portion of the contract shall, at the election of the University, be terminated. Contractor will be required to assume responsibility for all services offered whether or not it produces them.

4.8 **Value:** Because the volume cannot be predetermined, any contract resulting from this RFP will not guarantee a specific amount of business, or income. It should also be noted that any contract resulting from this RFP is not an exclusive contract. The University will reserve the right to place purchase orders in any manner deemed by the University to be in its own best interest.

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

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

4.11 **Price and Freight:** All pricing must be quoted FOB Destination, Kent State University, Kent, Ohio, 44242. Include all freight, transportation, and any applicable handling and/or installation charges necessary to complete delivery on an FOB Destination basis. Please specify if your pricing is quoted delivered or pickup.

4.12 **Title and Risk of Loss:** Supplier shall retain title and bear the risk of any loss or damage to the items purchased until they are delivered at the specified FOB point; and upon such delivery, title shall pass and supplier's

responsibility for loss or damage shall cease except as resulting from the supplier's negligence or failure to comply to all stated terms and conditions. Passing of title upon such delivery shall not constitute acceptance of the terms by Kent State University.

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

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

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

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

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

4.15 **Rejection of Goods or Services:** All goods or services purchased herein are subject to approval by Kent State University. Any rejection of goods or services resulting because of nonconformity to the terms and specifications of the contract, whether held by the buyer or returned, will be at the proposer's risk and expense.

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

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

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

4.19 **Audits:** With advance notice to Vendor, from time to time during the contract term and for five (5) years after termination of the contract, Kent State University reserves the right to audit Vendor's performance under, and compliance with the requirements of, the contract. The University will utilize all invoicing and documentation, which relates to Kent State University's final cost, and internal controls documentation required under the contract including, but not limited to any applicable audit or security assessment reports or certifications such as: SAS 70 or its replacement SSAE 16, SOC 2, or ISO 27001, and copies of any applicable corporate information security policies or other supporting documentation. University personnel from the College of Business Administration, the Division of Academic Affairs, Procurement Department, and/or the Auditing Department may perform these audits. Audit discrepancies must be resolved to the reasonable satisfaction of Kent State University, and the university reserves the right to terminate the any contract resulting from this RFP if at any time the audit results are not resolved to its reasonable satisfaction.

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

4.18 **Sales Representative:** Contractor will provide the name and telephone number of the company sales representative who may be contacted Monday through Friday 8am to 4pm (EST), exclusive of holidays. Company representative shall have primary responsibility for processing and correcting all breaches of this contract and shall be authorized to accept emergency and special orders. Contractor must notify the University when the regular sales representative is on vacation and identify the individual acting in his/her absence.

4.19 **Partnership Introduction:** Contractor will be required to assist in the introduction and cost of promotion of Kent State University and contractor partnership to Kent State University's Kent Campus [and seven (7) Regional Campuses]. All promotional and marketing methods must be approved by the Procurement Department prior to release. Utilization of partnerships by the Kent State University community is not mandated; therefore, it is in the best interest of the contractor to contact each department/campus to promote their products and this partnership.

4.20 **Extending Contract:** The bidder's response to this RFP must state whether or not the offer will permit the use of this contract by other Kent State University Campus locations and other Universities within Ohio. An answer to this issue must be submitted within the response. Bidder may reserve the right to evaluate and assess a unique service charge on each participating institution.

4.21 **Time is of the Essence:** Time is of the essence in completing this project. Any breach of the terms of this contract, including, but in no way limited to the time period of performance, will be just cause to terminate the contract without prior notice to the contractor. Termination resulting from breach will be cause, at the sole discretion of the University, to suspend the proposer from proposing on any project at the University for a period of up to three (3) years.

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

4.23 **Federal, State and Local Laws:** The proposer shall, in the performance of work or services on this job, fully comply with all applicable federal, state or local laws, rules, regulations and ordinances, and shall hold Kent State University harmless from any liability from failure of such compliance.

4.24 **Governmental Approvals:** Vendor shall obtain all permits, certificates of inspection and any and all governmental approvals relating to his/her work, and shall pay all charges connected therewith.

4.25 **Permits, Certificates, etc.:** The proposer shall obtain all permits, certificates of inspection, etc. relating to his/her work, and shall pay all charges connected therewith.

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

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

4.28 **Insurance for Vendor Services:** If this contract involves services, and unless otherwise approved by the University in writing, Vendor shall, at its sole cost and expense, procure and maintain, in full force and effect, the types and minimum limits of insurance specified below, covering its performance of the services provided hereunder by Vendor, its agents, representatives, employees or subcontractors. Vendor shall procure such insurance from duly licensed or approved non-admitted insurers in the State of Ohio with an "A.M. Best" rating of not less than A-VII or otherwise acceptable to the University:

(a) **Workers' Compensation/Employers' Liability.**
Coverage: Worker's Compensation for losses arising from work performed by or on behalf of the Vendor
- State Fund or Self-Insurance: Statutory Limits
- Proof of Employers' Liability: $500,000

(b) **General Liability Insurance.**
Coverage: Policy shall include bodily injury, property damage, personal injury, contractual liability, fire legal liability, medical payments coverage, and sexual molestation/abuse if Vendor is interacting with minors
- Each Occurrence: $1,000,000
- General Aggregate Accrual: $2,000,000
- Products-Completed Operations Aggregate Accrual: $2,000,000

(c) **Business Automobile Liability.**
Coverage: Bodily injury and property damage for any owned, leased, hired and non-owned vehicles used in the performance of the Vendor services
- Combined Single Limit: $1,000,000

(d) **Insurance Required as Applicable:**

(1) **Professional Liability Insurance—if applicable.**
Coverage: Policy required for licensed or certified professionals, including, without limitation, accountants, architects, consultants, and engineers.
- Each Occurrence: $1,000,000
- General Aggregate: $2,000,000

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

(2) **Liquor Liability—if applicable.**
Coverage: Policy for service provider distributing, selling or serving alcoholic beverages.
- Each Occurrence: $1,000,000
- General Aggregate: $1,000,000

(3) **Crime Coverage—if applicable.**

Coverage: Policy for service provider with access to cash or payments, networks or outsources services such as custodial, building management, dining, etc.
- Single Loss: $500,000

(4) **Cyber Liability—if applicable.**
Coverage: Policy for service provider who has access to credit card information, student or employee records, health records, or any other Personally Identifiable Heath Information.
- Each event for Breach Response/Event Services: $1,000,000

(5) **Pollution Liability—if applicable.**
Coverage: Policy for service provider working with pollutants, coverage shall include coverage for 3rd party claims and clean-up.
- Each incident: $1,000,000

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

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

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

4.29 **Proprietary Information Disclosure: A**ll responses and accompanying documentation will become the property of the University at the time proposals are opened. All submitted proposal materials may be subject to disclosure under the Ohio Public Records Law (ORC 149.43). Personal Social Security numbers, if provided in Section VI, will be redacted prior to release. If you choose to submit documentation containing information your company considers trade secret, please be aware that the University may have a duty to release the documentation in response to a public record request. If you wish to claim that certain information contained in the materials is trade secret, your company bears the burden of identifying that information, as well as taking steps to demonstrate that it is subject to protection under the law.

4.30 **Marketing and Advertising:** No supplier providing products or services to Kent State University shall willfully obtain the name, identifying marks or property of Kent State University for its own promotional purposes.

4.31 **Use of Designs:** Proposer agrees that it will keep confidential the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical or proprietary information furnished by Kent State University and use such items only in the production of item(s) awarded as a result of the RFP and not otherwise, without the prior written consent of the university. Upon demand or completion of resultant purchase order, the

proposer shall return all such item(s) to the university at the expense of the proposer, or make other disposition thereof as may be directed or approved by the university.

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

4.33 **Performance Bond:** If required, contractor shall, within ten (10) days of the contract award, furnish a performance bond in the amount of 100% of the contract price.

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

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

4.35 **Prevailing Wage Rate:** If applicable contractor or subcontractor must agree to pay all employees involved with the installation on this project, the prevailing wage rate as ascertained by the Department of Industrial Relations of the State of Ohio.

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

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

4.38 **Americans with Disabilities Act as Amended:** Without limiting the requirements of Subsection 3.16, *Electronic Information Technology Accessibility*, Seller agrees to comply with the Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12131-12134, and it implementing regulation 28 C.F.R. pt. 35, which prohibits public universities from excluding individuals with disabilities from participating in and/or receiving the benefits of University services, programs, and activities, Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104, which prohibits a qualified individual with a disability, solely by reason of disability, from being excluded from participation in, being denied

benefits of, or being subjected to discrimination under any University activity, and other applicable State of Ohio laws and regulations regarding accessibility and disability. Accordingly, Seller represents and warrants that the products and/or services provided hereunder are functionally accessible to individuals with disabilities. Compliance means that a person with a disability can acquire the same information, engage in the same interactions, and enjoy the same services as a person without a disability, in an equally effective and integrated manner, with substantially equivalent ease of use.

4.39 **Supplier Diversity:** Kent State University encourages women, minority groups, and EDGE vendors to respond to University Requests for Proposals. Kent State University is committed to a proactive and a comprehensive supplier diversity program that ensures an active and full participation of historically disadvantaged, economically and socially underutilized businesses located within the University's geographic region and beyond with specific attention to include Minority Business Enterprises (MBE), Women-Owned Business Enterprises (WOBE), and State Of Ohio EDGE Enterprises. Information about Kent State University's Supplier Diversity Program including the Vendor Registration Process can be found on the Procurement Department Web site at www.kent.edu/procurement/diversity

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

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

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

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

—Executive Order Requirements

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

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

—Termination, Sanction, Damages

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

The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the

preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

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

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

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

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

4.43 **Ohio Revised Code 9.24 Requirement: Finding for Recovery:** Vendor represents and warrants that it is not now, and will not become during the term of any contract resulting from this RFP, subject to an unresolved finding for recovery under ORC Section 9.24 and is not under any suspension or debarment by any office of the state of Ohio or the federal government. If this representation and warranty is found to be false, any contract resulting from this RFP shall be void, and the Vendor shall immediately repay to the university any funds paid under the contract. If Vendor becomes subject to an unresolved finding for recovery under ORC Section 9.24 and/or is suspended or debarred by any office of the state of Ohio or the federal government during the term of the contract, such finding for recovery, suspension or debarment shall be considered a material breach of such contract, and the University may, at its sole discretion, terminate the Contract.

4.44 **Campaign Contributions:** Contractor hereby certifies that all applicable parties listed in Division (l)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (l)(1) and (J)(1) of O.R.C. Section 3517.13.

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

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

4.46 **Data Security Requirements/PCI Compliance:**

1) Will this product or service have involvement in creating, storing, processing, transmitting, or accessing University data or handling financial transactions?
    a. If yes, will any data be removed by, accessed from, copied to, or created within systems that do not reside within the geographical boundaries of Kent State University?

b. If yes, complete the "Higher Education Cloud Vendor Assessment Tool Lite", https://www.kent.edu/it/higher-education-cloud-vendor-assessment-tool-lite. Include a copy of any applicable audit or security assessment reports or certifications such as: SSAE 16, SOC 2, or ISO 27001 and include copies of any applicable corporate information security policies or other supporting documentation that will substantiate the questionnaire responses.
   i. If an NDA is required for the disbursement of any of these documents or information, provide a copy of the NDA in your response.
   ii. **Responding vendors should be aware that the University may require contracted vendors to complete the HECVAT form upon request throughout the life of the contract**.

2) Will this product or service have involvement in the processing of credit card transactions (Card-Present, Card Not-Present, Online, Phone-based, or otherwise)?
   a. If yes, submit a QSA-signed Attestation of Compliance to the Payment Card Industry Data Security Standards ("PCI-DSS").
   b. If yes, Vendor acknowledges and agrees to the following statements:
      i. Kent State University requires that Vendor at all times maintain compliance with current PCI DSS as applicable. Accordingly, the Vendor will be required to provide confirmation of compliance upon request by Kent State University throughout the contract term.
      ii. Respondent hereby acknowledges that cardholder data may only be used for execution of the contracted systems or services as described herein, or as required by the PCI DSS, or as required by applicable law.
      iii. If, during the contract term, Vendor becomes aware that systems or services provided under the contract falls out of compliance with PCI DSS requirements, the Vendor shall immediately notify the Kent State University Office of Security and Access Management.
      iv. In the event of a breach, intrusion, or unauthorized access to cardholder data, Vendor shall immediately notify the Kent State University Office of Security and Access Management to allow for the PCI DSS breach notification process to commence. Vendor shall provide appropriate payment card companies and their respective designee's access to Vendor's facilities and all pertinent records to conduct a review of Vendor's compliance with the PCI DSS requirements. Vendor acknowledges liability for any and all costs resulting from such breach, intrusion, or unauthorized access to cardholder data deemed to be the fault of Vendor. Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless Kent State University and its officers and employees from and against any claims, damages, or other harm related to such breach.

4.47 **European General Data Protection Regulation:** If Kent State University's Cyber Security and Privacy Department in the Division of Information Technology, determines that the services provided within this RFP involve the transfer of personal data subject to the European General Data Protection Regulation, the supplier will be required to execute the University's the European General Data Protection Regulation addendum. https://www.kent.edu/sites/default/files/file/GDPR%20Vendor%20Addendum%20KSU%20FINAL%200619%20P DF.pdf

4.48 **H.B. 476, State Contract and Boycotting:** Pursuant to R.C. 9.76(B) Vendor represents and warrants that Vendor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.

4.49 **Health Insurance Portability and Accountability Act of 1996 (HIPAA) Compliance:** Vendor agrees to comply with the Health Insurance Portability and Accountability Act of l996 ("HIPAA"), and the regulations promulgated thereunder, including without limitation the federal privacy regulations (the "Federal Privacy Regulations") and the federal security standards (the "Federal Security Standards"), as such provisions are applicable to delivery of the goods or services being provided pursuant to and contract resulting from this RFP. Vendor acknowledges that an entity's status as a business associate is determined under law, regardless of such entity's opinion as to its status as a business associate; and if an entity is, under applicable law, a business

associate, such entity has a direct legal obligation in its own right to comply with all legal requirements applicable to a business associate. Accordingly, Vendor agrees not to use or further disclose any protected health information, as defined in 45 CFT 164.504, or individually identifiable health information, as defined in 42 USC § 1320d (collectively the "Protected Health Information" or "PHI"), other than as permitted by the requirements of HIPAA or regulations promulgated under HIPAA including without limitation the Federal Privacy Regulations and the Federal Security Regulations. Vendor agrees to implement appropriate safeguards to prevent the use or disclosure of Protected Health Information as applicable to the performance of any agreement arising from this RFP. The successful Vendor agrees to promptly report to University any improper or unlawful use or disclosure of any PHI arising out of or relating to the products and or services arising from this RFP.

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

Continued on next page.

5.0 REQUEST FOR PROPOSAL FORMAT 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.

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

d. 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.

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

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

(Continued on next page.)

6.0 SCOPE AND SPECIFICATIONS

REQUIREMENTS

The Kent State University College of Business Administration is seeking to contract with a company to provide Search Engine Optimization (SEO) and digital marketing support for its Graduate Programs, including optimization of current web pages and Google ads. Possible inclusion of social media support. The firm specifications for which vendors are requested to provide comment and pricing are as follows:

- Update college websites using Drupal
- Improve user experience and maximize response from key pages
- Build and maintain links on websites to optimize SEO
- Implement Search Engine Optimization for Graduate Programs websites to increase traffic to websites
- Run Google ads for strategic initiatives related to graduate program recruitment
- Rewrite/refresh copy for Google ads
- Introduce remarketing in Google Ads and Facebook ads
- Implement geotargeting and audience targeting initiatives within Google Ads
- Update and manage forms in Hubspot
- Manage and direct leads
- Provide monthly reports
- Focus on ROI with emphasis on increasing leads leading to increased enrollment
- Hold monthly meetings with College staff to discuss campaign updates and troubleshoot issues
- Assist with new initiatives such as implementing live chat functionality on sites

FINANCIAL PROPOSAL

Please provide a detailed pricing schedule for all requirements specified above, and include a separate document for pricing if necessary. 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.

KSU: "Kent State University"

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

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

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

Proposal, Quotation: Response provided by proposer.

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

RFP: "Request for Proposal"

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

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

Form 1: Request for Proposal Attestation Form

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

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

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

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

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

Submitted By:_____
(Company Name)

Authorized Signature: _____ Date:_____

_____
(Printed Name, Title)

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

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

Form 2: Respondent Signature and Information Form

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

By signing below, Contractor represents and warrants the following:

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

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

Payment Terms: _____

Firm Name: _____

Address: _____

_____

Telephone Number: _____ Fax Number: _____

Email: _____

Authorized Signature: _____

Name of Signee: _____

Title: _____

Date: _____

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

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

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

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

Form 4: Buy Ohio Bidder and Product Information

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

   _____ Bidder is an Ohio vendor.

2. Bidder qualifies as an Ohio bidder because it:

   _____ Is offering an Ohio product.

   _____Has a significant Ohio economic presence.

   _____Is located in a border state (Kentucky, Michigan, New York, Indiana or Pennsylvania) that imposes no greater restriction than contained in section 125.09 and 125.11 of the Ohio Revised Code.

3. _____Bidder does not qualify as an Ohio bidder.

4. All products offered in this bid are Ohio products except those listed below:

Form 5: Buy American Certificate Form

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

Certified:

Name (Please Print)

Signature Date

Title

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

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

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

1. Principal location of business of Contractor:

(Street Address) (City, State, ZIP)

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

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

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

2. Location where services will be performed by Contractor:

(Street Address) (City, State, ZIP)

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

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

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

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

(Street Address) (City, State, ZIP)

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

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

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

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

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

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

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

(Street Address) (City, State, ZIP)

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

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

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

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

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

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

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

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

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

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

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

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

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

a. In a web browser, visit **http://bit.ly/eitvendorsurvey**. The form should be completed by Vendor's **lead technical staff member** best suited to share information about the digital accessibility of the product and/or service.

iv. PLEASE DO NOT START FORM until previewing of the list of questions that will be asked.
v. If available, please make sure to attach a completed VPAT when completing the form. A blank template of the VPAT is available at https://www.itic.org/policy/accessibility.
vi. NOTE: KSU may, in its sole discretion, deem as non-responsive, any form submission that is deemed by the university as incomplete.

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

Form 8: Data Security Requirements/PCI Compliance Form

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

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

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

_____I have completed Section Data Security Requirements/PCI Compliance section of the RFP and submitted all the required documents.

_____ I am not required to complete Section Data Security Requirements/PCI Compliance section of the RFP.

Form 9: Electronic Invoicing and Payment Capability Form

All bidders are required to complete the following information:

Does your company offer electronic invoicing? ___Yes ___No

If yes, please specify method:

_____

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