



# REQUEST FOR PROPOSAL

## RFP INFORMATION

<b>RFP Number:</b> FY25-05	<b>RFP Issue Date:</b> August 23, 2024
<b>RFP Title:</b> Wellness Plan Program	
<b>Proposal Due Date/Time (Eastern):</b> <u>September 13, 2024, at 3:00 EDT</u>	Number of pages including this cover sheet and attachments: <b>24</b>

## UNIVERSITY CONTACT & SUBMISSION INFORMATION

<b>Name:</b> Kimberly Sutton	<b>Title:</b> Contract Manager
<b>Email Address:</b> kimberly.sutton@utoledo.edu	
<b>Please refer to Section 3.7 for submission information – Electronically Only</b>	

## RESPONDENTS MUST COMPLETE THE FOLLOWING and RETURN THIS COVER SHEET WITH RFP RESPONSE

Federal I.D. or TIN Number:	
Company Legal Name:	Company Website:
Primary Contact Name:	Primary Contact Title:
Business Address:	Phone: <input type="text"/> Fax: <input type="text"/>
	Email: <input type="text"/>
	Authorized Signer's Printed Name: <input type="text"/>
Authorized Signer's Signature: <input type="text"/>	Authorized Signer's Title: <input type="text"/>
<p align="center"><b>State Classifications</b></p> <hr/> State of Ohio Certified MBE Yes <input type="checkbox"/> No <input type="checkbox"/> State of Ohio Certified EDGE Yes <input type="checkbox"/> No <input type="checkbox"/> State of Ohio Certified WBE Yes <input type="checkbox"/> No <input type="checkbox"/>  <i>If box is marked Yes, please supply a copy of each certification checked as part of proposal submission.</i>	<p align="center"><b>Federal Classifications</b></p> <hr/> <input type="checkbox"/> Woman Business Enterprise <input type="checkbox"/> Small Disadvantaged Business <input type="checkbox"/> HUBZone Small Business <input type="checkbox"/> Veteran Owned Small Business <input type="checkbox"/> Service-Disabled Veteran Owned Small Business

### TABLE OF CONTENTS

SECTION 1	Definitions
SECTION 2	RFP Schedule of Events
SECTION 3	Instructions for Proposal Submission
SECTION 4	General Information and Notice to Respondents
SECTION 5	Scope of Services/Project Information
SECTION 6	University Standard Contract Terms and Conditions

## **ATTACHMENTS/EXHIBITS**

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- A. University Certification Form
- B. Pricing or Financial Consideration Sheet
- C. BAA (Business Associate Agreement)
- D. Other: \_\_\_\_\_

## **SECTION 1: DEFINITIONS**

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Relative to this Request for Proposal, and any University-issued addenda, the following definitions apply:

- 1.1 **Award**: Agreement, Contract, or Purchase Order resulting from this RFP.
- 1.2 **Vendor, Supplier, Contractor**: Respondent who is officially awarded the business through the RFP process and entered into a contractual agreement with the University.
- 1.3 **Proposal**: Respondent's formally prepared response to this RFP, which was received by the University.
- 1.4 **Due Date/Time**: The date and time specified in this RFP by which a Proposal **must** be received by the University in accordance with this RFP. Proposals received after such date and time will **not** be considered.
- 1.5 **Respondent**: Individual or company submitting a Proposal in response to this RFP.
- 1.6 **RFP**: Request for Proposal
- 1.7 **Scope**: Scope of Services or Materials identified by the University within this RFP that forms the basis of the Respondent Proposal.
- 1.8 **University or UToledo**: The University of Toledo.
- 1.9 **Addendum**: Refers to a document issued by the Contract Manager which modifies this Request for Proposal or provides additional information to respondents.
- 1.10 **IUC-PG**: Inter-University Council Purchasing Group is comprised of purchasing officers of state-funded institutions of higher education in Ohio. The IUC operates under the requirements of the Ohio Revised Code, the by-laws of the Inter-University Council, the policies and procedures of the IUC-PG, and the policies of each institution as authorized by each institution's Board of Trustees.
- 1.11 **May, should**: Indicates an item is requested but not mandatory. If the respondent fails to provide the requested information, the University, at its sole option, may either request that the respondent provide the information or evaluate the proposal without the information.
- 1.12 **Shall, must, will**: Indicates a mandatory requirement. Failure to meet mandatory requirements will invalidate the proposal, or result in rejection of the proposal, as non-responsive.

## SECTION 2: RFP SCHEDULE OF EVENTS

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UToledo will make every effort to adhere to the schedule detailed below:

- RFP Issue Date: August 23, 2024
- Site Visit (if applicable): n/a
- Questions Submitted by: August 29, 2024, at 3:00 p.m. EDT
- UToledo Response to Questions by: September 5, 2024
- Proposal Due Date/Time: September 13, 2024, at 3:00 p.m. EDT
- Supplier Presentations: n/a
- Anticipated Award Date: TBA

## SECTION 3: INSTRUCTIONS FOR PROPOSAL SUBMISSION

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**Respondents are cautioned to read this entire RFP carefully and to comply with all directives to avoid disqualification from an award.**

### 3.1 Single Point of Contact:

From the RFP Issue Date until an Award is made and announced by the University, Respondents are **not** allowed to communicate with any University employee, staff, faculty, student, physician, or officials regarding this RFP, except at the direction of the University contact listed on the Cover Sheet of this RFP. **Any unauthorized contact will disqualify the Respondent from further consideration of this RFP and any future RFP events of the same nature.**

### 3.2 Proposal Preparation:

- Respondents must develop and submit a complete and accurate Proposal to this RFP. Proposals must adhere to all directives contained herein and must follow the chronology of this RFP as specified. All documents, as checked in Section 3.8, are required to be part of the proposal submission.
- An electronic copy of the Proposal is the preferred submission type to be presented via email. This is determined by the checkboxes in Section 3.8 RFP Package Requirements Checklist. Electronic versions do not negate the requirement of hard copy submission if that option is marked.
- Proposals should be prepared to provide a straightforward, concise description of Respondents' capabilities to satisfy the requirements of the Request for Proposal. Emphasis should be on completeness and clarity of content. Unnecessarily elaborate brochures or other presentations beyond that sufficient to respond to each section and beyond that sufficient to present a complete and effective bid response are neither necessary nor desired.
- Respondent may include any optional data not requested yet considered by the Respondent to be pertinent to this RFP. Any such information should be clearly marked as optional.
- Any Proposal that does not include the express requirements of this RFP and any university-issued addenda shall be considered an incomplete Proposal and rejected.

### 3.3 Site Visit/Pre-Proposal Conference:

A site visit is not being offered for this RFP.

3.4 University Revisions to the RFP:

In the event that it becomes necessary for the University to revise any part of this RFP, revisions will be provided by the University Purchasing Office via an addendum that is posted online at <http://www.utoledo.edu/depts/supplychain/>. Select the Request for Proposal Link and the specific RFP number to show all documents available. Respondents are responsible for checking the website often for any addenda that may have been added.

3.5 Respondent Questions regarding Scope or Procedure:

Respondents with questions or requiring clarification or interpretation of any section within this RFP must address these questions via e-mail to [kimberly.sutton@utoledo.edu](mailto:kimberly.sutton@utoledo.edu) the submission date stated in Section 2: RFP Schedule of Events. No phone calls will be accepted. The respondent needs to reference each question to the RFP in consecutive order, from beginning to end, following the chronology of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Requests for extension of Due Date/Time will not be granted unless the University determines, at its' sole discretion, that the original Due Date/Time appears impractical. Notice of any extension will be provided in the form of an Addendum posted electronically to the purchasing website.

All correspondence with RFP contact, for the duration of the RFP timeline, is to be in written format only (no phone calls will be accepted) and respondents are hereby advised that written communication received after the question-and-answer period will only be responded to as deemed appropriate by the RFP contact.

3.6 University Standard Contract Terms and Conditions:

Standard contract terms and conditions clauses in Section 6 of this document are incorporated for reference only as they are clauses that may typically be found in an executed agreement in which the university is a party to. It is not expected that firms redline these clauses as part of the RFP submission process.

- The University will make any final determination of changes to the standard contract clauses.

3.7 Submission Requirements:

- Proposals must be received by The University of Toledo Purchasing Services Office as per the due date/time listed on the RFP cover sheet. This is regardless of the type of submission method requested (electronic).
- Regardless of cause, any RFP proposal or revision received electronically after the Due Date/time will not be considered.
- University Purchasing Department Office hours are Monday through Friday, 8 AM through 5 PM, EST. Refer to the cover sheet for the address of the Purchasing Services office.

3.8 RFP submission requirements checklist:

The following items (if checked below) must be included in the RFP response package by Proposal Closing Date/Time. Failure to provide information as requested may disqualify the proposal.

- Signed Cover Sheet
- Copy of MBE, EDGE, or WBE State Certification (if Yes was checked on the cover sheet)
- Electronic Version of the Proposal (via email)
- University Certification Form – **Attachment A**
- BAA (Business Associates Addendum - Contractor will be required to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The University of Toledo master BAA addendum is **Attachment C** and will become an integral part of any agreement.
- References

3.9 Pricing Format:

- Respondents must clearly outline their fee structure including initial up-front costs and any ongoing yearly maintenance, licenses, services, and support fees. This document will be used as the primary representation of each Respondent's cost/price and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the Respondent's cost/price.
- Prices quoted in the Proposal must be FIRM and compliant with RFP specifications. Proposals may not be corrected after the Due Date/Time.

3.10 No Proposal Requirement:

If Respondent is unable or unwilling to submit a Proposal, the Respondent should as a courtesy notify the University Contact identified on the Cover Sheet via email to [kimberly@sutton@utoledo.edu](mailto:kimberly@sutton@utoledo.edu) and provide a brief explanation for the “no-proposal” prior to the Due Date/Time.

Failure to extend this courtesy may jeopardize your consideration for receiving future RFPs.

3.11 Withdrawal of Proposal:

Respondents may withdraw Proposals at any time prior to the Due Date/Time with written notification to the University Contact listed on the Cover Sheet.

3.12 Cancellation of the RFP:

The University reserves the right to cancel this RFP, in whole or in part, at any time before the opening of the proposals. Should it become evident during the evaluation of the proposals that it is no longer in the best interest of the University to make an award under this solicitation, the University reserves the right to cancel this RFP. The University shall not be responsible for any costs incurred due to the cancellation of the RFP.

3.13 Respondent Presentations:

Respondents may be required to make an oral presentation and product/service demonstration to clarify their Proposal or to further define their offer. Respondents should be prepared to send qualified personnel to the University campus, at the Respondent’s sole expense, to discuss technical and contractual aspects of the Proposal.

3.14 Alternative Proposals:

Respondent may offer alternative Proposals; in which case each Proposal will be evaluated by the University as a separate option. Alternative proposals must be clearly marked.

3.15 References:

- Proposal must include a minimum of three (3) references where the Respondent has successfully demonstrated or implemented the product or service being offered over the last three (3) calendar years. References need to be similar in size and scope.
- The University may contact these references to verify Respondent’s ability to perform.
- Respondents must clearly identify the following for all references:
  - company/institution name
  - contact name, title, and telephone.
  - contact’s email address
  - contact’s mailing address
  - the size of the organization
  - dates and performance

3.16 Supplier Diversity Initiatives:

The University of Toledo is committed to providing opportunities for certified diverse suppliers. As part of the UToledo Strategic Plan, growing local and small businesses helps to improve community and regional growth. Respondents are encouraged to work in conjunction with certified diverse suppliers to submit a joint quotation. Any such joint proposal must be signed by all Respondents and must clearly indicate the specific portion (and pricing) of the total scope of work that each joint Respondent is to perform. The University of Toledo reserves the right to award a diverse vendor, at its sole discretion.

For information on how to become State of Ohio certified, please refer to this link: <https://development.ohio.gov/business/minority-business>

3.17 Sustainability and Biobased Products:

The University of Toledo is committed to preserving the environment and being responsible stewards of university resources. There are many benefits to environmentally preferred purchasing: reduced energy consumption, recycled content, extended product life, decreased maintenance, or reduced life cycle costs. Suppliers are encouraged to identify products, services, or processes that promote environmental stewardship and offer these goods or services as alternates to what has been requested. Any exceptions or deviations from the original specifications must be clearly defined.

As part of ORC 123:5-1-14, the university also supports the purchase of biobased products as defined by the United States Department of Agriculture and as maintained by the Department of Administrative Services. The university may give preference to biobased alternatives if they meet the functionality requirements as deemed by the university.

3.18 Accessibility:

The University of Toledo is committed to creating and maintaining an accessible environment in which products or services are available to as many individuals as possible. Assistive and adaptive technology options should be provided in your response to demonstrate the accessibility features of the goods or services being requested.

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## SECTION 4: GENERAL INFORMATION AND NOTICE TO RESPONDENTS

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The Respondent whose Proposal, in the sole opinion of the University, represents the best overall value to the University will be selected. Factors that determine the selection include but are not limited to: the Proposal's compliance with the RFP; quality of the Respondent's products or services; ability to perform the Scope; and general responsibility as evidenced by past performance. Price/Discounts, although a factor, will not be the sole determining factor in the award of an agreement.

### 4.1 Rights Reserved:

The University, at its sole discretion and upon its determination that such actions would be in its best interest, reserves the right to:

- Accept or reject any or all Proposals, or any part thereof, or to withhold the award and to waive, or decline to waive, irregularities, informalities, and technicalities in any Proposal when determined that it is in its best interest to do so.
- Contact any respondent for clarification of the information submitted.
- Hold all Proposals for a period of up to **ninety (90)** days after the Due Date/Time and to accept a Proposal not withdrawn before the scheduled Due Date/Time.
- Cancel and/or reissue this RFP at any time.
- Invite some, all, or none of the Respondents for interviews, demonstrations, presentations, and further discussion.
- Negotiate a possible contract and may solicit best and final offers from some or all Respondents prior to or during this negotiation process.
- Choose to not evaluate, shall deem non-responsive, and/or shall disqualify from further consideration any Proposals that do not follow the RFP directives, are difficult to understand, are difficult to read, or are missing any requested information.
- Make an Award by items, groups of items, or, whichever is deemed most advantageous to the University. The University also reserves the right to make multiple awards when it is deemed in the best interest of the University.

### 4.2 Right to Investigate and Reject:

The University may make such investigations as deemed necessary to determine the ability of the Respondent to provide the supplies and/or perform the services specified. The University reserves the right to reject any Proposal if the evidence submitted by, or investigation of, the Respondent fails to satisfy the University that the Respondent is properly qualified. This includes the University's ability to reject the Proposal based on negative references.

### 4.3 Incurred Expenses:

The Respondent, by submitting a Proposal, agrees that any cost incurred by responding to this RFP, or in support of activities associated with this RFP, will be born by the Respondent, and shall not be billed to the University. The University will incur no obligation or liability whatsoever to anyone resulting from issuance of, or activities pertaining to, this RFP, including samples. Respondents submit Proposals at their own risk and expense.

### 4.4 Resulting Contract(s):

This RFP, any addenda, the Respondent's Proposal, any addenda or exhibits, best and final offer, and any clarification question responses may be included in any resulting contract.

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

In no way must any decision by your company to extend the contract to the IUC-PG members negatively affect the delivery capability, general service level, prices, discounts, product availability or other contractual obligations to the University.

Please indicate in your response package if your company agrees to extend any resulting contracts to include other IUC-PG members who may have an interest in utilizing it and describe any regional or geographic limitations.

Inter-University Council (IUC-PG):       Yes     No  
Ohio College Association (OCA):       Yes     No

4.5 Evaluation Process and Contract Term:

All proposals submitted by the due date/time deadline will be evaluated by a committee designated by the University, who will be responsible for the selection of a firm (or firms) to which a contract may be awarded.

If an award of contract is made, the respondent whose proposal, in the sole opinion of the University, represents the best overall value to the University will be selected.

Evaluation Criteria for this RFP include, but not limited to:

- Overall quality of the services being offered.
- Capital Investment
- Costs (fees, expenses, commissions, etc... to be charged)
- Reputation of the supplier
- Reference checks
- Local presence
- Creativity and innovativeness of solutions
- Qualifications and experience of proposed personnel and evidence of successful performance with similar accounts or operations
- Financial Stability of vendor
- Green/sustainability initiatives
- Ability to execute the contract in a timely manner.
- Fulfilling the request for information per each section of this RFP

The members of the evaluation committee may deem it necessary to make a site visit to a facility similar in scope and demographics to The University of Toledo.

Samples may be requested as part of this RFP for testing and evaluation purposes. Any request will be reasonable in quantity, as deemed by the University, so as not to cause any undue financial burden to the supplier. The cost of providing samples will be the responsibility of the Supplier. Retention of samples may be required as a quality standard for future shipments. Samples may be returned to Supplier, at supplier's expense, upon request.

The initial term of this agreement will be for one (1) year with an option four (4) one (1) renewal options, upon mutual agreement of all parties, for a maximum total of five (5) years.

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## SECTION 5: SCOPE OF SERVICES/PROJECT INFORMATION

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### 5.1 **General Information about the University of Toledo:**

The University of Toledo is a public research university located in Toledo, Ohio. One of 14 state universities in Ohio, UToledo has more than 15,500 students, 5,000 employees and 168,000 alumni around the world.

UToledo was established in 1872 and celebrated its sesquicentennial during the 2022-23 academic year. UToledo became a member of the state university system in 1967 and merged in July 2006 with the Medical University of Ohio (formerly Medical College of Ohio). The University is accredited by the Higher Learning Commission.

The University offers more than 230 undergraduate, graduate and professional programs. UToledo is ranked by U.S. News and World Report in the 2022-23 Best Colleges and 2022-23 Best Global Universities lists.

UToledo's research enterprise continues to grow with more than \$60 million annually in external funding. The University is known for ground-breaking research in astronomy and astrophysics; solar energy, water quality, and sustainable technologies; and cell architecture and dynamics.

Campus life is fueled by our NCAA Division I Rocket Athletics which earned six Mid-American Conference championships in 2022-23 in football, men's basketball, women's basketball, men's tennis, women's tennis, and women's cross country. Our student-athletes just had the best academic year in school history earning a 3.472 GPA in spring 2023 and a 3.401 GPA in fall 2022.

Main Campus features University Hall with the iconic gothic bell tower featured prominently in marketing materials, multiple classroom buildings, residence halls, a Student Recreation Center, the Glass Bowl football stadium, and Savage Arena basketball and athletic complex.

Health Science Campus is home to graduate health professions programs and the University of Toledo Medical Center (UTMC) hospital that since 1964 has cared for the Toledo community.

UToledo has additional facilities, including the Lake Erie Center on the shore of the Great Lake in nearby Oregon, Ohio, the Center for the Visual Arts on the grounds of the Toledo Museum of Art, the Stranahan Arboretum and the Center for Alumni and Donor Engagement.

UToledo recently underwent a strategic planning process to create [UToledo Reimagined: Strategic Plan 2023-2028](#). The University updated its mission, vision, and values as part of the process.

**Mission:** The University of Toledo improves the human condition as a public research university and academic medical center whose mission is to educate students to become future-ready graduates, cultivate leaders, create and advance knowledge, care for patients and engage our local, national, and global communities.

**Vision:** The University of Toledo will impact the present and shape the future through our actions and discoveries. To achieve this vision, we will:

- Prioritize student success, health and well-being
- Create a diverse community built on foundations of respect, inclusion, and belonging
- Embrace a people-first culture where we are known for outstanding student experiences, alumni and donor engagement, patient satisfaction, and as an employer of choice
- Launch graduates equipped to think critically, act ethically, collaborate and communicate effectively in diverse environments, and apply their knowledge and skills to analyze and solve real-world problems

- Build on our distinct strengths and invest in areas that increase the University’s impact
- Foster research, innovation, discovery and creative work that transform our world
- Partner with our communities to advance our mutual success and create opportunity for all
- Inspire a love of life-long learning and commitment to serving others
- Develop and strengthen relationships that invest in our mission to improve the human condition

**Values:**

- Academic Excellence – We embrace the highest standards of achievement, challenging our students, faculty and staff to reach their greatest potential.
- People-Centered – We prioritize our relationships with our students, faculty, staff, patients, alumni and donors, creating a culture where everyone feels valued, supported and part of the Rocket family.
- Inclusion – We foster belonging, equity and respect for all as part of our commitment to valuing diversity of people and ideas.
- Community – We advance the public good in our regional, state, national and global communities through service and collaboration.
- Research and Innovation – We impact the world around us through innovation in discovery, integration, application, teaching and creative works.
- Integrity – We are trustworthy, acting with honesty, transparency, accountability and authenticity in all we do.
- Efficiency and Effectiveness – We ensure long-term success through fiscal stability, sustainability, alignment, efficiency and operational excellence.

For more information about the University, visit [utoledo.edu](http://utoledo.edu).

**Campus Map**

A University of Toledo Map of all locations can be found on the University’s website via the following link:

<https://www.utoledo.edu/campus/directions/>

**5.2 Project Overview:**

THE UNIVERSITY OF TOLEDO (UToledo) or THE UNIVERSITY OF TOLEDO MEDICAL CENTER (UTMC) located in Toledo, Ohio, is accepting competitive sealed proposals from qualified companies for a Wellness Plan Program with extensive experience in a successful wellness program **designed to be responsive to the needs and preferences of employees.** With a sophisticated external partner that can engage employees through technology and with on-campus promotions, we can raise the value and visibility of employee wellness initiatives. We have approximately 4200 benefited employees at our two campuses. The University of Toledo is a State of Ohio-funded public academic institution.

The information provided herein is intended to assist suppliers to respond properly to this Request for Proposal. The University believes this RFP provides interested suppliers with sufficient information to submit proposals that meet minimum requirements. It is not intended to limit a proposal’s content or to exclude any relevant or essential data. Suppliers are encouraged to include additional information that will substantiate their product quality and service capabilities.

**5.3 Scope of Service/Project Information:**

The University of Toledo is looking for an expert in this field to deliver high quality wellness and longevity programs. Our goal is to blend an outside technology platform to work with our internal resources to create a reimagined wellness program that is robust and will cater to all generations of employees. We believe that adding in this expertise and creating a broader plan will provide people the chance to do what is most important to them. We are looking for programs that can be personalized as well as having programs that allow people to be part of a larger community. Employees should be able to participate and achieve multiple goals and provide both wellness challenges and competitions.

A dedicated partner will need to provide heighten engagement and awareness in overall well-being for our entire employee population. This includes working together in an ongoing way to communicate with employees in a structured and intentional way to help achieve our overall goals. Provide how organizations goals developed and how success will be defined. Articulate what the program will achieve and how it will help employees. Program design should consist of monthly, quarterly and annual achievements to keep employees engaged.

**Please provide information on how your company can provide service in the areas of:**

- Physical wellness and longevity: Preventive health screenings; Group fitness; challenges and incentives; chronic condition programs; stress relief activities; and healthy eating.
- Discuss Incentives to boost participation.
- Social wellbeing programs
- Mental health programs
- Engagement programs to provide opportunities for people to network such as onsite appreciation events; off-site outings; family involvement; and community engagement events.
- Communications methodologies for different employee groups some that don't use email.
- Challenges and tactics to getting information out to a varied population. Some who don't use email often.
- Surveying employees on what they want.
- Employees earning awards and merchandise.
- Wellness coordination service

**Utilization data**

Describe how we can partner using data to target new wellness and longevity. Present how annual program objectives are created and then met. Specific, measurable, achievable, realistic, and time specific. Provide how we identify areas that need improvement and revise the program to stay relevant. Provide the best practice cadence of regular committee meetings and report reviews.

We are interested in seeing actual reporting analytics that show return on investment and how wellness programs can help improve:

- Healthcare costs
- Absenteeism
- Workers' compensation claims
- Productivity
- Morale
- Loyalty and retention Establish an employee education/communication plan.

**Our current internal resources to blend into an external wellness plan are:**

- EAP – Impact Solutions
- Health Risk Assessments – UT Pharmacy
- Telemedicine - UTMC
- Flu Shots/vaccines – UTMC Pharmacy
- Recreation Services - University
- Campus Health Center - University
- Monthly Prevention Screenings – UTMC Pharmacy
- Weight Watchers – MMO medical plan
- Tobacco cessation – MMO medical plan
- Retirement workshops – HR
- Retirement counseling - Vendors
- Tuition Waiver – University
- Flexible Work Arrangements - University
- Center for Successful Aging - University
- Pregnancy and Parenting Resources - University

**Provide how the cost structure would work for the university.**

**Provide a list of performance guarantees.**

5.4 Questions and proposal content:

Your response to this proposal should include the following:

1. Executive Summary

2. Company History/Qualifications

Provide detailed information on the company's organizational structure, history and market position of the company, philosophy, and the value the company would add to this request for a Wellness Plan Program. Please include years in business, if you have been a part of a merger/acquisition in the last 3 years, and what your future plans for growth/expansion are. Explain in detail why your company should be chosen to provide these professional services.

3. Comparable Services performed at other facilities.

- a. Provide a list of customers in which [services] have been performed in the last three (3) years. Indicate any third-party firms involved with your program and state their role(s).

4. Provide a narrative that describes your understanding of the scope of services being requested and the suggested approach for providing the services stated herein.

## SECTION 6: THE UNIVERSITY OF TOLEDO STANDARD CONTRACT CLAUSES

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The following is the list of standard contract clauses that will govern the contractual obligations of each party either from the issuance of a purchase order or completion of an executed agreement. *\*\*It is not necessary to redline these clauses as part of the submission process. A formal contract process with the awarded firm(s) will be initiated upon award.*

### I. Order and Payment Provisions

1. Invoice Requirements. Preferred delivery of invoices is electronic. Email invoices to [apinvoices@utoledo.edu](mailto:apinvoices@utoledo.edu) referencing "email processing" in the subject line with the name of Contractor and invoice number. If hard copy invoices are to be mailed instead of electronically submitted, address as follows: The University of Toledo, Accounts Payable MS-973, 2801 W. Bancroft St. Toledo, OH 43606. Only one invoice submission method should be utilized to avoid processing delays. Proper invoices must be received by the University within ninety (90) days of the University's acceptance of the Products and Services and match Purchase Order, if applicable, on a line-by-line basis to ensure prompt payment. To be a proper invoice, the invoice must include the following:
  - A. The Purchase Order number (if applicable);
  - B. University Contract Number (if applicable);
  - C. University Billing Address;
  - D. Delivery location of Products or Services;
  - E. Contractor Name;
  - F. Contractor Address;
  - G. Contractor's Unique Invoice Number;
  - H. Date that Services were provided or Products were delivered;
  - I. Itemization of Product or Services provided, including cost;
  - J. For leases, the invoice must also include the payment number (e.g., 1 of 36);
  - K. For time and material Contracts, the invoice must reflect labor hours actually worked and, if applicable, Product used; and;
  - L. Clear statement of total payment expected.

The University, as instrumentality of the State of Ohio, is exempt from Ohio sales tax, federal excise tax and federal transportation tax. Our Federal ID and tax exemption number is 34-7601483. An exemption certificate is available upon request.

2. Payment Terms. Unless otherwise indicated on the Contract, payment terms are NET 30 days and will be latter of: the date Products are received; the date the proper invoice is received; the date of successful installation or performance of Services or the University's written acceptance, as solely determined by the University. The University preferred payment method is credit card, providing no additional fees are assessed, followed by ACH and check. The University will have the option of using any of these methods of payment. All appropriate cash discounts offered will accepted.
3. Time is of the Essence. Time is of the essence in the Contract. Contractor must deliver Product and Services as required by the Contract or coordinate an acceptable date and time for delivery with the University. If Contractor fails to meet Contract delivery requirements, the University may obtain any remedy as described herein or any other remedy at law.

### II. General Contract Requirements

1. Term of Contract. The effective date of the Contract is the effective date stated in the Contract or the date the Contract is fully executed, whichever is later. The Contract will remain in effect until the earliest of: (1) the ending date stated in the Contract; (2) the Contract is fully performed by both parties; or (3) the Contract is canceled, suspended or terminated.
2. Acceptance of Terms and Conditions. Contractor's acknowledgment of the Contract, shipment of Product or Service commenced is deemed an acceptance of these Standard Terms and Conditions. No modification of or release from the Contract will be binding on either party unless agreed to in writing by the parties. These Terms and Conditions supersede any other terms and conditions submitted by Contractor in any proposal, acknowledgment or click-through agreement, unless specifically agreed to in writing by the University.
3. Changes and Completeness. No substitutions, alteration or additions to the Products or Services are permitted without the advance written consent of the University. The University reserves the right to return Products at Contractor's expense if the Products are billed at a higher price than specified or the Products are non-conforming, unless prior written approval for the modification has been obtained by Contractor from the University. Contractor will be responsible for and assume all travel, office and business expenses incurred in performing the Contract unless pre-approved in writing by the University.

4. Cancellation. The University reserves the right prior to shipment of Product or performance of Services, to cancel the Contract without cause in its entirety or in part by verbal notice followed by written confirmation.
5. Freight Term. Freight term is FOB Destination for domestic delivery or Delivered Duty Paid (DDP) for Contracts utilizing INCOTERMS. Contractor will suitably package Products and prepare for shipment to secure lowest transportation rate and comply with carrier regulations. Each shipping container shall be clearly marked with (a) Contractor name and address; (b) University name, address and Contract; (c) container number, total number of containers; and, (d) identification of container bearing packing slip. Unless otherwise stated in the Contract, Contractor will be responsible for all freight charges.
6. Rights of Inspection/Rejection. All Products will be received subject to the University's right of inspection and rejection on non-conforming or defective goods. Those Products rejected because of inspection will be held for Contractor's inspection at Contractor's risk and, if Contractor directs, will be returned at Contractor's expense. Freight to and from original destination is Contractor's responsibility.
7. Contract Remedies.
  - A. Actual Damages. Contractor is liable to the University for all actual and direct damages caused by Contractor's default. The University may self-perform or buy substitute Deliverables from a third party for those that were to be provided by Contractor. The University may recover the costs associated with acquiring substitute Deliverables, less any expenses or costs avoided by Contractor's default.
  - B. Liquidated Damages. If actual and direct damages are uncertain or difficult to determine, the University may recover liquidated damages. Unless otherwise specified, liquidated damages will be in the amount of 1% of the value of the order, Deliverable, or milestone that are the subject of the default, for every day that the default is not cured by Contractor.
  - C. Deduction of Damages from Contract Price. The University may withhold payment and deduct all or any part of the damages resulting from Contractor's default from any part of Contractor's compensation still due on the Contract.

8. Data and Information Control

- A. Confidentiality. Contractor agrees to hold in strict confidence and will not disclose any Data obtained by the Contractor as a result of the Contract, without the written permission of the University. Contractor must assume that all University information, documents, data, source codes, software, models, know-how, trade secrets, or other material is confidential. Contractor shall not use or disclose Data received from or on behalf of University except as required by law, or as otherwise authorized in writing by University. Similarly, Contractor agrees that any and all Data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor, or passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by University.

The Contractor must return all originals of any Data provided by the University and destroy any copies the Contractor has made on termination or expiration of this Contract. The Contractor will be liable for the disclosure of any confidential information. The parties agree that the disclosure of confidential information of the University may cause the University irreparable damage for which remedies other than injunctive relief may be inadequate, and the Contractor agrees that in the event of a breach of the obligations hereunder, the University shall be entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of proving actual damages. This provision shall not, however, diminish or alter any right to claim and recover damages.

- B. Security & Safety Rules. When using or possessing Data provided by the University or accessing University networks and systems, Contractor, its employees, subcontractors and agents must comply with all applicable federal, state and local laws as well as University rules, policies, and regulations regarding University-provided IT resources, data security and integrity. When on any property owned or controlled by the University, Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.
- C. Patient Privacy. To the extent applicable to a Contract, the parties hereto agree to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 CFR Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 CFR Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic Transactions Regulations"), all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements." The parties further agree not to use or disclose any Protected Health Information (as defined in 45 CFR § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of a Contract. The parties agree to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

- D. Ohio Public Records Act. The parties acknowledge that the University, as an instrumentality of the State of Ohio, is subject to the Ohio Revised Code 149.43, et seq., and any and all laws pertaining to public records and is therefore, obligated to disclose public records. Should the University receive a request involving information related to Contractor, including the Contract, the University will immediately notify Contractor of the request. Contractor will have 10 calendar days from the date of the notice to assert any applicable legal rights prohibiting disclosure of the information being sought before such information is released. Contractor hereby perpetually releases the University from all liability associated with the release of such information after this 10 calendar day period. It is understood and agreed that the provisions of this section will survive the termination of the Contract.
9. Compliance. Contractor hereby covenants and agrees that in the course of Contractor's performance of its contractual duties, Contractor will comply with all applicable federal, state, local government statutes, ordinances, regulations and accreditation standards applicable to the University, including those requirements imposed by the Joint Commission, the Medicare/Medicaid conditions of participation and any amendments thereto, as well as, all University policies and procedures. Contractor will immediately provide the University with lawful information, as may be required by the University, pertaining to Contractor's staff who are providing Services. This may include, but is not limited to, educational background, work experience, qualifications, competency levels, criminal background check, personal immunizations, safety training, patient privacy training and blood borne pathogens training.
10. Nondiscrimination. Pursuant to Ohio Rev. Code § 125.111, and The University of Toledo Nondiscrimination Policy, Contractor agrees that Contractor will not discriminate, by reason of race, color, religion, sex, age, national origin, ancestry, sexual orientation, gender identity and expression, military or veteran status, the presence of a disability, genetic information, familial status, political affiliation, or participation in protected activities in the performance of the contracted work.
11. Accessibility. Contractor acknowledges and understands that all Products under a Contract must comply with the Americans with Disabilities Act ("ADA"), 42 U.S.C. 12101 et seq. and Sections 504 and 508 of the Rehabilitation Act 29 U.S.C. 701 et seq. as those laws apply to the University and meet current Web Content Accessibility Guidelines set forth by the World Wide Web Consortium (W3C). Contractor will indemnify, defend and hold the University and their respective trustees, employees, students, agents and servants harmless from all fines, penalties, expenses or awards related to any claims, including requests for accommodations concerning administration of the software and/or hardware under the Contract including but not limited to ADA compliance. Contractor agrees to promptly address and resolve any complaint related to compliance with ADA accessibility requirements of the Products that has been identified and brought to the attention of Contractor. Contractor agrees that Contractor's failure to comply with this section is a material breach of the Contract.
12. 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 Contractor employees, while working on University property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
13. Ethical Conduct and Conflict of Interest. Contractor represents, warrants and certifies that it and its employees engaged in the administration or performance of this Contract are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws including but not limited to Chapter 102 and Sections 2921.42 and 2921.43 of the Ohio Revised Code. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.
14. Use of Marks/Advertising. Contractor will not appropriate or make use of the University's name or other identifying marks or property in any promotion, advertising, or in any manner without prior written consent of the University's Office of Marketing and Communications.
15. Independent Contractor. Contractor agrees that it is an independent contractor, and not an agent, partner or employee of the University. Contractor understands that it does not have the authority to sign agreements, notes or obligations or to make purchases or dispose of property for or on behalf of the University. Contractor's personnel are not employees or agents of the University at any time or for any purpose. This includes application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code and for state revenue and tax laws, state workers' compensation laws and state unemployment insurance laws. Contractor accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Contractor in the performance of the Services authorized by the Contract.
16. Material Transfer.
- A. If applicable, the University may provide material to the Contractor for the sole purpose of performing Services. The Contractor will only use the material for the designated purpose and return or destroy any remaining material upon completion or termination of the Contract.

- B. Any material delivered pursuant to the Contract is understood to be experimental in nature, and UNIVERSITY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER RIGHTS.
  - C. In no event will the University be liable for any use by the Contractor of the material or for any loss, claim, damage, expense, or liability, of any kind or nature, that may arise from or in connection with the Contractor's use, handling, storage, or disposal of the material, except as such claims demands, costs, or judgments may arise from the University's gross negligence or willful misconduct. The Contractor assumes responsibility for and agrees to indemnify and hold harmless the University and the University's trustees, officers, agents, and employees from any liability, loss, or damage they may suffer as a result of any claims, demands, costs, or judgments against them arising out of the use, handling, storage, or disposal of the material by Contractor, except as such claims, demands, costs, or judgments may arise from the University's gross negligence or willful misconduct.
  - D. The material will in no event be used in human beings (including for diagnostic purposes), or provided to any third party, nor will any animals or plants exposed to materials, or products of such animals or plants, be used for food. All use, receipt, and disposal of the material will be conducted in accordance with all federal, state, and local laws, regulations, and ordinances governing such use.
17. Hazardous Material. The Contractor will ensure that all packaging, transportation and handling of hazardous material used in fulfillment of the Contract will be in accordance with applicable state and federal regulations including, but not limited to, the Material Safety Data Sheet provision of OSHA and Hazard Communication Standard 29 CFR 1910, 1200.
18. Export Control. The Contractor acknowledges the University may utilize the personal services of the University employees, visiting professionals, and students who may not be U.S. Citizens or permanent resident aliens. The Contractor assumes all responsibility for compliance with the provisions of the International Traffic in Arms Regulations ("ITAR") under 22 CFR §§ 120-130 and Export Administration Regulations (15 CFR § 768 et seq.) ("EAR"). Further, the Contractor will not disclose or provide to the University or any employee or agent of the University any information, data, technology, items/equipment or software subject to the licensing provisions of ITAR and/or EAR without the prior written notice to ExportControl.ITAR.EAR@utoledo.edu and advance written approval of the University.
19. Audits. During the performance of Services required of the Contractor by the Contract and for a period of seven (7) years after its completion, the Contractor shall maintain auditable records of all charges pertaining to the Contract and shall make such records available to the University as the University may reasonably require.
20. Rights in Data, Patent, and Copyrights/Public Use. The University shall have unrestricted authority to reproduce, distribute, and use (in whole or in part) any reports, data or materials prepared by the Contractor pursuant to this Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Contractor by the University shall be subject to copyright or patent by the Contractor in the United States or any other country. Contractor agrees that all deliverables hereunder shall be made freely available to the general public to the extent required by law.

### III. Liability Provisions

1. General Warranties and Representations. Contractor warrants that the Services performed and Products supplied hereunder will be of first quality, in full compliance with the requirements of this Agreement, and free from defects in material, workmanship and design for one (1) year from initial operations. Contractor warrants that:
- A. The recommendations, guidance, and performance of Contractor under the Contract will be in accordance with the industry's professional standards, the requirements of the Contract and without any material defect.
  - B. No Deliverable will infringe on the intellectual property rights of any third party.
  - C. All warranties are in accordance with Contractor's standard business practices.
  - D. The Deliverables are merchantable and fit for the particular purpose described in the Contract and will perform substantially in accordance with its user manuals, technical materials, and related writings.
  - E. The Deliverables comply with all governmental, environmental and safety standards.
  - F. Contractor has the right to enter into the Contract.
  - G. Contractor has not entered into any other contracts or employment relationships that restrict Contractor's ability to perform under the Contract.
  - H. Contractor will observe and abide by all applicable laws and regulations, including those of the University regarding conduct on any premises under the University's control.
  - I. Contractor has good and marketable title to any Deliverable delivered under the Contract for which title passes to the University.
  - J. Contractor has the right and ability to grant the license granted in any Deliverable for which title does not pass to the University.



If any aspect of the above warranty will be breached, Contractor will, upon receipt of notice thereof from the University and at Contractor's sole cost and expense, promptly repair or replace the defective materials, workmanship, or design or pay the University the costs and expenses incurred by the University in conducting such repair and replacement.

2. Indemnification. Contractor will at all times during the term of the Contract and thereafter indemnify, defend and hold the University, its trustees, officers, employees, affiliates, agents, students as applicable and State of Ohio harmless against all claims, proceedings, demands and liabilities of any kind whatsoever, including legal expenses and attorneys' fees, resulting from the acts or omissions of Contractor or arising out of the manufacture, sale, use, lease, consumption or advertisement of any Products or Services purchased or acquired under the Contract. It is understood and agreed that the provisions of this section will survive the termination of the Contract.
3. Insurance. Contractor warrants and represents that it has acquired and will maintain during the term of the Contract the insurance coverage as specified in the University's website: [http://www.utoledo.edu/depts/risk/rm/policies/contractor\\_insurance\\_frontpage.html](http://www.utoledo.edu/depts/risk/rm/policies/contractor_insurance_frontpage.html). Verification of acceptable coverage meeting University requirements will be furnished to University prior to commencement of Services.
4. Limitation of Liability. Notwithstanding any limitation provisions contained in the documents and materials incorporated by reference into the Contract, the parties agree as follows:
  - A. Neither party will be liable for any indirect, incidental or consequential loss or damage of any kind including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of damages.
  - B. Contractor further agrees that Contractor shall be liable for all direct damages due to the fault or negligence of Contractor.

#### IV. Miscellaneous Provisions

1. Governing Law. Contract will be governed by the laws of the State of Ohio, without reference any choice of law rules.
2. Assignment. Neither party may assign the Contract or any rights, duties or obligations under the Contract without the advance written consent of the other party.
3. Amendments. No change to any provision of the Contract will be effective unless it is in writing and signed by both parties. Notwithstanding the foregoing, the University may reduce nonmaterial changes to writing and provide notice to Contractor
4. Waiver. Waiver by either party of a breach of any of the terms or provisions of the Contract by the other party at any time or times will not be deemed or construed to constitute a waiver of any subsequent breach or breaches of the Contract at any subsequent time or times.
5. Severability. The provisions of the Contract are severable and independent, and if any such provision will be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision will, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
6. Notices. All notices related to the Contract must be sent to the address on the face page of Contract or Purchase Order by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. The sender shall pay postage and delivery charges.
7. Injunctive Relief. Nothing in the Contract is intended to limit the University's right to injunctive relief if such is necessary to protect its interests or to keep it whole.
8. Force Majeure. Neither party will be liable or deemed in default for any delay or failure in performance under the Contract or interruption of service resulting directly or indirectly from acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, fires, explosions, earthquakes, floods, the elements or any other cause beyond the reasonable control of such party.
9. Unresolved Findings. Contractor warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. 9.24. If the warranty is deemed to be false, the Contract is void ab initio and Contractor must immediately repay to the State of Ohio any funds paid under the Contract.
10. Free Trade. Pursuant to R.C. 9.76(B) Contractor warrants that Contractor 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.
11. Debarment. Contractor certifies that Contractor is not currently now and nor will be during the term of the Contract suspended or debarred by the Federal Government or State of Ohio from contracting with the University or other health care entities. Further, Contractor represents and warrants that it is not debarred from consideration for contract awards by the Director

of the Department of Administrative Services, pursuant to either ORC Section 153.02 or ORC Section 125.25. If this representation and warranty is found to be false, the Contract is void ab initio and Contractor will immediately repay to the University any funds paid under the Contract.

**For Contracts utilizing federal funds, the Contractor must comply with applicable Office of Management and Budget (OMB) requirements including the following provisions:**

1. Equal Employment Opportunity – All contracts require compliance with E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

**This contractor and subcontractor shall abide by the requirements of 41 CFR 60–1.4(a), 60–300.5(a) and 60–741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**

2. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c) – All contracts and sub grants in excess of \$2000 for construction or repair awarded require compliance with the Copeland “Anti-Kickback” Act (19 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Finances in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

3. Davis-Bacon Act, as amended (40 U.S.C. 276a – a-7) – When required by Federal program legislation, all construction contracts awarded by the recipients and sub recipients of more than \$2000 require compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) – where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under the Contract or Agreement – Contracts are agreements for the performance of experimental, development or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq), as amended – Contracts and sub-grants of amounts in excess of \$100,000 shall contain a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq) violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contracts who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connections with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. Debarment and Suspension (E.O.s 12549 and 12689) – No contract shall be made to parties listed on the General Services Administration’s List of parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and

12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding their exclusion status and that of their principal employees.

9. Federal Subcontract. If the Contract constitutes a sub-agreement under a prime contract with a federal agency, the terms and conditions of the prime contract will prevail.

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**ATTACHMENT A – UNIVERSITY CERTIFICATION FORM  
RFP FY25-05**

Please read and complete the information requested below. Failure to complete this form may result in the disqualification of your proposal submittal. The University, at its discretion, may disqualify your proposal if any such representations are deemed untrue, inaccurate or if any such employment/affiliation creates a potential conflict of interest.

1. **Domestic Preference/Ohio Preference:** ORC 125.11 states that preference be given to products produced or mined in the United States and in the state of Ohio.

**Buy America:**

The goods are produced or mined in the United States of America, its' possessions, or Puerto Rico.

Yes     No

**Buy Ohio:**

Economic presence shall be awarded to Ohio Suppliers and Suppliers from 'Border' states (Indiana, Kentucky, Michigan, New York, Pennsylvania), provided those states do not impose economic restraints on products produced or mined in Ohio. An 'Ohio Supplier' describes one who offers Ohio products (defined to mean 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 percent of the manufactured cost) or a Supplier who demonstrates significant Ohio economic presence (defined to mean business organization that: have sales offices, divisions, sales outlets or manufacturing facilities in Ohio or facilities demonstrate a significant capital investment in Ohio; 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).

The Supplier is considered a Supplier from a 'Border State' or an 'Ohio Supplier', as described above.

Yes     No

2. **No Findings for Recovery**

The Respondent warrants that it  is  is not subject to an 'unresolved' finding for recovery under Ohio Revised Code 9.24.

3. **Restricted Disclosure Requests**

Some suppliers may identify parts of their proposals as confidential, proprietary, private, or use similar terms that are intended to restrict disclosure. The University is only able to consider such requests to the extent permitted by Ohio law.

Does your proposal contain any language that is intended to restrict disclosure?     Yes     No

If yes, please specify on a separate document (attached to the proposal) the specific narrative in the proposal (e.g., page number, paragraph title, sentences) that the supplier requests to remain confidential. Entire proposals that are identified by the respondent as confidential or proprietary, or similar preprinted designations, are NOT considered specific requests and may not be accepted. (Please note the University lacks authority to and will not agree to restrict disclosure of any pricing information.)

4. **Conflict of Interest:**

The respondent certifies that **none** of the company's directors or principal officers are employed by or affiliated with The University of Toledo.

Should any of the Respondent's directors or principal officers be employed or affiliated with The University of Toledo, the Respondent will so certify by listing their name(s) and title(s) below:

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title (print)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title (print)

By signing this document, you are agreeing, on behalf of your firm, to the specifications of this RFP and accepting, without exception or amendment the University of Toledo's RFP Project Overview, General Information, Scope of Project, and Agreement Terms and Conditions. Any contract resulting from this RFP shall be subject to these instructions, terms, and requirements incorporated herein.

Respondent hereby certifies: (a) that this proposal is genuine and is not made in the interest or on behalf of any undisclosed person, firm, or corporation; (b) that proposer has not directly or indirectly included or solicited any other firm to put in a false or sham proposal; (c) that firm has not solicited or induced any person, firm, or corporation to refrain from sending a proposal and (d) this proposal is in all respects fair and in good faith without collusion or fraud.

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT C - BUSINESS ASSOCIATE ADDENDUM/QSOA  
RFP FY25-05 WELLNESS PLAN PROGRAM**

**BUSINESS ASSOCIATE ADDENDUM/QUALIFIED SERVICE ORGANIZATION AGREEMENT**

This Business Associate Addendum/Qualified Service Organization Agreement (this "Addendum") sets forth the obligations of \_\_\_\_\_ [full legal name] ("**Business Associate**") regarding its use of individually identifiable health information ("Protected Health Information") in connection with the services it provides to The University of Toledo ("**University**"). All terms used but not otherwise defined will have the same meaning as set forth in the privacy and security rules found at 45 C.F.R. Parts 160 and 164 and 42 CFR Part 2, Confidentiality of Substance Use Disorder Patient Records ("Part 2 Regulations"). University and Business Associate and individually referred to as "Party" and collectively as "Parties".

1. Use of Protected Health Information. Business Associate is permitted to use Protected Health Information as necessary to enable it to perform the services specified under the \_\_\_\_\_ [agreement title] effective as of \_\_\_\_\_ [date] (the "Agreement") between Business Associate and University. These uses are set forth in the Agreement. Business Associate will not use Protected Health Information for any purpose except those expressly permitted by the Agreement or this Addendum or required by law. Any use or disclosure other than as permitted herein or otherwise required by law will be considered an "Unauthorized Use or Disclosure". All uses and disclosures of Protected Health Information will comply with the minimum necessary requirement as defined under the privacy rule.

2. Disclosure of Protected Health Information. Business Associate will not disclose Protected Health Information in any manner that would constitute a violation of the privacy rule or law if disclosed by University. Use of Protected Health Information by the Business Associate to perform its internal business functions or its duties under the Agreement is expressly permitted. Business Associate will not disclose or use Protected Health Information, or any information received from University without the written consent of University, even if de-identified, to any third party unless it enters a written agreement with the third party to abide by this Addendum as if such third party were the Business Associate hereunder and requires such third party to notify Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached. If such third party receives or transmits electronic Protected Health Information on behalf of University, such third party will implement the same measures required by this Addendum.

Business Associate will not disclose Protected Health Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information relates. Business Associate will not receive any remuneration, direct or indirect, in exchange for Protected Health Information, except with prior written consent of University and as permitted under applicable law. Nothing in this provision will be construed to prohibit payment to the Business Associate by University for services provided pursuant to the Agreement. Business Associate will not use or disclose Protected Health Information for fundraising or marketing purposes.

3. Appropriate Safeguards. Business Associate will adopt reasonable safeguards to prevent any Unauthorized Use or Disclosure of Protected Health Information. Business Associate will notify all employees of their obligations regarding Protected Health Information, and ensure that all employees adhere to the terms of this Addendum. Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Protected Health Information it creates, receives, transmits, or maintains on behalf of University. Business Associate will develop policies and procedures and implement the requirements of the privacy and security rules as applicable to Business Associate.

4. Accounting. Business Associate will maintain an accounting of all disclosures of Protected Health Information to the extent required by the privacy and security regulations and law. Such accounting will include, at a minimum, the date of disclosure, a description of the information disclosed, the identity and address of recipient of the information, and the purpose of the disclosure, or a copy of the request or authorization. Such accounting will be available to University upon request.

5. Qualified Service Organization Agreement. The Parties agree that this Addendum constitutes a Qualified Service Organization Agreement as required by Part 2 Regulations. Business Associate (1) acknowledges that in receiving, storing, processing, or otherwise dealing with any Part 2 Records from University, it is fully bound by the provisions of the Part 2 Regulations; and (2) will resist any effort by a third party to obtain access to information pertaining to University patients' Part 2 Records in judicial proceedings other than as expressly provided for in the Part 2 Regulations. Business Associate acknowledges that Part 2 Regulations include specific requirements and prohibitions regarding court orders, including, without limitation, those described in Subpart E. Any Part 2 Records obtained by Business Associate will be maintained, used and disclosed only for the purposes intended under the Agreement and in conformity with all applicable provisions of 42 USC § 290dd-2 and Part 2 Regulations such that maintenance, use or disclosure would not violate Part 2 if done by University.

If University notifies Business Associate that University has discontinued operations of a Part 2 Program, or is taken over or acquired by another Part 2 Program, Business Associate will fully cooperate with all obligations under Part 2 Regulations concerning the disposition of Patient Identifying Information, including, without limitation, those obligations described at 42 CFR Part 2.19.

Business Associate will not disclose Part 2 Records to a third party unless (i) such third party is a contracted servant of Business Associate, providing services described in the Agreement, and (ii) provided that the contracted servant only further discloses the information back to Business Associate or to University, unless permitted by written patient consent or exception under Part 2 Regulations.

6. Access. Business Associate will make available to University any information that Business Associate or its agents or subcontractors maintain in designated record sets on behalf of University for inspection and copying within ten (10) days of request by University, which request will be made by University when necessary to allow University to respond to a request for same. If such information is maintained electronically, it will be provided in an electronic format.

7. Amendment. Business Associate will make available to University any information Business Associate or its agents or subcontractors maintain on behalf of University for amendment and incorporate any such amendment upon request of University, which request will be made to enable University to comply with its obligations under law.

8. Inspection. Business Associate will make its internal practices, books, and records relating to its use of Protected Health Information and its compliance with this Addendum available to the Secretary of Health and Human Services or University upon request. Such request will only be made by University if University is required to obtain such information by the Department of Health and Human Services or its agents.

9. Reporting. Business Associate will report to University any Unauthorized Use or Disclosure of Protected Health Information, any security incident involving electronic Protected Health Information, or of any breach of unsecured Protected Health Information on behalf of Business Associate or any subcontractor of Business Associate of which it becomes aware as soon as reasonably practical and in any event, within ten (10) days of discovery. Such notification will include the identity of the individual patient who is the subject of the breach, together with any other information University determines necessary.

10. Breach; Termination. University will, if feasible, immediately terminate the Agreement to which this Addendum is made a part upon a determination by University in its sole discretion that Business Associate has breached the terms of this Addendum. If Business Associate knows of any pattern of activity or practice that constitutes a material breach by the Business Associate's subcontractor of this Addendum or the Agreement, Business Associate will take reasonable steps to cure or have subcontractor cure the breach or end the violation. If such efforts are unsuccessful, Business Associate will terminate the agreement with subcontractor if feasible. Business Associate will indemnify and hold University harmless for any costs, fees, expenses, attorney fees, court costs or fines as a result of Business Associate's Unauthorized Use or Disclosure, security incident or breach of unsecured Protected Health Information under applicable law including costs to mitigate harmful effects imposed by a security incident or privacy breach. The obligations of Business Associate under this Section 10 survive termination of the Agreement.

11. Return or Destruction of Protected Health Information. Upon termination or expiration of the Agreement, Business Associate will return or erase, destroy, and render unrecoverable all Protected Health Information. If Protected Health Information is to be destroyed, such destruction will, at a minimum, be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization - see <http://csrc.nist.gov/>. Business Associate will provide University with certification of such rendering within seven (7) days of University's request. If University requests the return of Protected Health Information, Business Associate will return the Protected Health Information to University securely and in a form useable to University as an extract of the Protected Health Information hosted data including data provided by University in a mutually agreed upon non-proprietary machine readable format within seven (7) days of University's request. If University determines that such destruction or return is not feasible, Business Associate will continue to maintain the confidentiality of the Protected Health Information in the manner set forth in this Addendum and will limit further uses or disclosures of the Protected Health Information to those uses or disclosures that render destruction infeasible and extend the protections of this Addendum to the Protected Health Information. The obligations of Business Associate under this Section will survive termination of the Agreement.

12. Legal Developments. University reserves the right to amend this Addendum in the event of any change in the law regarding its use or Business Associate's use of Protected Health Information, to the extent necessary to enable it to comply with such law. University will provide written notice of any proposed amendment to Business Associate. If Business Associate does not object in writing to such amendment within ten (10) days of receipt of same, the amendment will be adopted. If Business Associate objects to such amendment, and the Parties are unable to agree to the terms of an amendment, University may terminate the Agreement to which this Addendum is made a part if doing so is necessary to enable it to comply with such change in law.

13. Conflicts. In the event of any disagreement between the terms of this Addendum and the Agreement, the terms of this Addendum will govern.

14. Subcontractors. Business Associate will, in accordance with §164.502(e)(1)(ii), ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information including but not limited to reporting requirements set forth in §164.410 and Section 9 of this Addendum. Business Associate will ensure that the Security Standards Requirements set forth in §164.314 apply to the Agreement or other arrangement between Business Associate and a subcontractor of Business Associate in the same manner as such requirements apply to this Addendum between University and Business Associate. Business Associate will ensure that the business associate agreement Privacy Standard Requirements set forth in §164.504 apply to the agreement between the Business Associate and a subcontractor of the Business Associate in the same manner as between the University and Business Associate.

**IN WITNESS WHEREOF**, the Parties have executed this Addendum effective as of the date set forth above.

**THE UNIVERSITY OF TOLEDO**

**[BUSINESS ASSOCIATE NAME]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_