



REQUEST FOR PROPOSAL FY25-13

RFP INFORMATION

RFP Number: FY25-13

RFP Issue Date: April 11, 2025

RFP Title: FY25-13 Pouring Rights

Proposal Due Date/Time (Eastern): May 7, 2025 by 5:00 PM (EST)

UNIVERSITY CONTACT & SUBMISSION INFORMATION

University Contact Name: Sara Lockett

Title: Contract Manager

Email: sara.lockett@utoledo.edu

Proposals must be received by the University Contact stated above by the Proposal Due Date/Time indicated.

Proposals must be submitted via email to: sara.lockett@utoledo.edu

Proposal received after the Proposal Due Date/Time stated or submitted to anyone other than University Contact stated above will not be considered.

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:

Primary Contact
Phone:

Primary Contact
Email:

Business Address:

Authorized Signatory's
Name:

Authorized Signatory's
Title:

Authorized Signatory's
Signature:

Date:

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SECTION 1: DEFINITIONS

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 University within this RFP that forms basis of Respondent Proposal.
- 1.8 University or UToledo: The University of Toledo.
- 1.9 Addendum: Refers to 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 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

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

RFP Issue Date:	April 11, 2025
Site Visit (Optional):	Week of 4/21/25: see 3.3 below
Questions Submitted by:	April 25, 2025, by 5:00 PM (EST): see 3.5 below
UToledo Response to Questions by:	April 29, 2025
Proposal Due Date/Time:	May 7, 2025, by 5:00 (EST)
Supplier Presentations:	May 13, 2025, afternoon, or May 14, 2025, afternoon: see 3.12 below
Anticipated Contract Award Date:	Week of June 5, 2025
Contract Processing:	June – July 2025
Installation Complete:	August 1, 2025 – Firm Date

SECTION 3: INSTRUCTIONS FOR PROPOSAL SUBMISSION

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 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.
- Proposals should be prepared providing a straight-forward, 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 proposal 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 "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:

Site Visits are available as per dates/times stated above. Respondents who wish to participate in a Site Visit must email University Contact indicated on RFP Cover Sheet to schedule.

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 via an addendum that is posted online at https://www.utoledo.edu/depts/supplychain/rfps_bids. Select the appropriate link, identified on RFP Cover Sheet, to view documentation available. Respondent is responsible for checking the website often for any addenda associated with this RFP.

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 University Contact identified on RFP Cover Sheet prior to the date stated in Section 2. No phone calls will be accepted. Respondent needs to reference each question in consecutive order, 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 Proposal Due Date/Time will not be granted unless the University determines, at its' sole discretion, that the original Proposal Due Date/Time appears impractical. Notice of any extension will be provided in the form of an Addendum posted electronically to the website identified above.

3.6 Submission Requirements:

- Proposals must be received by the University Contact identified on Cover Sheet as per the Proposal Due Date/Time stated.
- Regardless of cause, any Proposal received after the Proposal Due Date/time will not be considered.

3.7 RFP Required Submittals:

The following submittals must be included in the Proposal. Failure to provide these submittals may disqualify Proposal:

RFP COVER SHEET	Complete and Signed
ATTACHMENT A	Certification Form
ATTACHMENT C	Scope of Services/Form of Proposal

3.8 Pricing:

- Prices in the Proposal must be FIRM and compliant with RFP specifications.
- Proposals may not be corrected after the Proposal Due Date/Time.

3.9 No Proposal Requirement:

If Respondent is unable or unwilling to submit a Proposal, Respondent should, as a courtesy, notify the University Contact identified on the Cover Sheet 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 RFP's.

3.10 Withdrawal of Proposal:

Respondent may withdraw Proposals at any time, prior to the Proposal Due Date/Time, with written notification to the University Contact identified on the Cover Sheet.

3.11 Cancellation of the RFP:

The University reserves the right to cancel this RFP, in whole or in part, at any time before the Proposal Due Date/Time. 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, UToledo reserves the right to cancel this RFP. The University shall not be responsible for any costs incurred due to the cancellation of the RFP.

3.12 Respondent Presentations:

Respondents will be required to make an oral presentation 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, on dates indicated in Section 2. Respondent will be allotted 1.5 hours to present Proposal information and answer questions. Respondent is instructed to contact University Contact identified on Cover Sheet to schedule presentation.

3.13 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.

3.14 References:

Three references (current customers having similar scope, institutions of higher education, or commercial accounts of similar size) is required.

3.15 Supplier Diversity Initiatives:

The University 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 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>

3.16 Sustainability and Biobased Products:

UToledo 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. Respondent is 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, UToledo 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 University.

3.17 Accessibility:

UToledo 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 service being requested.

SECTION 4: GENERAL INFORMATION AND NOTICE TO RESPONDENTS

The Respondent whose Proposal, in the sole opinion of the University, represents the best overall value to the University will be selected.

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 information submitted.
- Hold all Proposals for a period of up to ninety (90) days after the Proposal 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. UToledo 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 investigate as deemed necessary to determine the ability of the Supplier to provide the goods and/or services specified in RFP. UToledo reserves the right to reject any Proposal if the evidence submitted by Respondent or investigation of fails to confirm that Supplier is properly qualified. This includes UToledo's ability to reject 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 borne 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(s).

4.5 Evaluation Process and Contract Term:

All Proposals submitted by the Proposal Due Date/Time will be evaluated by UToledo. If an

Award is made, the Respondent whose Proposal, in the sole opinion of the University, represents the best overall value to UToledo will be selected. Price/Discounts, although a factor, will not be the sole determining factor in the Award. Unless otherwise referenced, Proposal evaluation criteria may include but is not limited to:

- RFP compliance
- Quality of the goods/services being offered
- Capital Investment, costs (fees, expenses, commissions)
- 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 supplier
- Green/sustainability initiatives
- Ability to execute the contract in a timely manner.

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. 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.

SECTION 5: UTOLEDO STANDARD CONTRACT CLAUSES

The University is a public institution of higher education. As a public institution, our contracts are prohibited from containing invalid terms and conditions as per Section 9.27 of the Ohio Revised Code: [Section 9.27 - Ohio Revised Code | Ohio Laws](#). Unless otherwise indicated in this RFP, referenced or included as separate Attachment/Exhibit, the terms and conditions located at www.utoledo.edu/depts/supplychain/pdfs/tc10-12-23.pdf will apply to this RFP and resulting Award. Respondents are not required to redline any of these terms and conditions as part of Proposal submission. UToledo will make the final determination as to resulting contract clauses.

SECTION 6: UTOLEDO GENERAL INFORMATION



UToledo is the regional force powering opportunities to learn, care, work and play. A public RI research university and academic medical center, UToledo has been improving the lives of our students, patients, employees and neighbors in the greater northwest Ohio community since 1872.

UToledo is proud to be a regional public university serving the city of Toledo, state of Ohio and beyond. At our vibrant and beautiful campuses, the University and its health system employ more than 5,000 individuals, care for over 300,000 patients annually, and generate a \$2.8 billion annual economic impact on the regional economy. UToledo is proud to be one of only 29 public universities that offer a comprehensive array of degree programs across 95 undergraduate degrees, 73 master's and specialist degrees, and 34 doctoral and first professional degrees. Of these 202 programs, 100 are nationally ranked.

UToledo's Fall 2024 student headcount was 14,440. The university has implemented a new comprehensive Strategic Enrollment Plan developed with Huron Consulting Group. Efforts are underway to diversify the student body to grow not only direct from high school student populations, but also to attract transfer, nontraditional, international, graduate and professional students through new pathways, programs and degrees that connect students with high demand careers.

Five residence halls are located on Main Campus, including townhomes for sororities and fraternities in McComas Village, a first-year housing experience in Parks Tower and an honors community in the Honors Academic Village. UToledo has more than 400 student organizations encompassing a variety of cultural, academic, athletic, religious, social and recreational interests.

The UToledo Athletic Department supports the athletic, academic and personal aspirations of its nearly 400 student-athletes. The Toledo Rockets have been recognized as the top overall athletic department in the Mid-American Conference in each of the last three years. For the first time in history, the Rockets won the awards for being the top men's and women's athletic programs in the MAC in the same year. These awards recognize an athletic department that has won 13 MAC Championships over the last three seasons, more than any of UToledo's peers. As of 2024, the Rockets had won more conference games (76) than any school in the NCAA Division I-FBS in the sports of football, men's basketball, and women's basketball over the last two seasons.

UToledo has led the conference in football attendance each of the last six seasons, is perennially in the top two in men's basketball, and has been in the top 30 nationally in women's basketball attendance. UToledo is the only MAC school to ever lead the conference in football, men's basketball, and women's basketball attendance in the same year.

Toledo Athletics annually hosts more than 350 events, bringing more than 300,000 people onto campus on a yearly basis. Toledo Football appeared on national television 26 times over the last three seasons, with total viewership of more than 12 million. Over the same period Toledo's basketball programs appeared on national television over 30 times and more than 200 other Toledo sporting events were streamed on ESPN platforms.

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; and,
- 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.

Campus Map

A University of Toledo map of all UToledo campuses can be found on this website: <https://www.utoledo.edu/campus/directions/>

ATTACHMENT A
RFP FY25-13
CERTIFICATION FORM

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 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. **Public Records/Confidentiality**

Respondents acknowledge that UToledo, 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.

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:	Title:
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5. **IUC Contract Extension Interest**

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, as 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.

Please indicate if your company agrees to extend any resulting contracts to include other IUC-PG members who may have an interest in utilizing it: Yes No

By signing this document, you are agreeing, on behalf of your company, to the specifications of this RFP and accepting, without exception or amendment. Any Award 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 Respondent has not directly or indirectly included or solicited any other company to put in a false or sham Proposal; (c) that company 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:		Signature:	
Title:		Date:	

ATTACHMENT B
RFP FY25-13
PROJECT OVERVIEW

UToledo is seeking competitive Proposals from qualified suppliers of non-alcoholic beverage products desiring the opportunity to create an exclusive, comprehensive, integrated beverage program which will include the rights to sell, distribute and merchandise non-alcoholic beverages on the UToledo campus in retail, catering, vending, concession and food service locations owned or operated by the University ("Pouring Rights"), as further described within this RFP.

Such a program should meet or exceed UToledo Goals indicated below, as well as increase customer satisfaction by providing quality products, easy access, state-of-the-art equipment, preferred selections, supporting technology and improved distribution throughout the UToledo campus.

The information provided herein is intended to assist Respondent so they can properly submit Proposal in response to this Request for Proposal. UToledo believes this RFP provides sufficient information to submit a qualified Proposal but Respondent is encouraged to include any additional information in their Proposal that will substantiate their product quality and service capabilities.

1. BEVERAGE DEFINITION

For clarification purposes, Beverages include all non-alcoholic beverages (i.e. anything consumed by drinking), whether or not such beverages (i) contain nutritive, food, or dairy ingredients, or, (ii) are in a frozen form. This definition applies without regard to the beverage's labeling or marketing. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, K-Cups® pods and all other beverage bases from which Beverages can be made and brands and products of water purification and beverage making systems (e.g. Brita®, Soda Stream®, Keurig®), are deemed to be included in this definition. For the avoidance of doubt "flavor enhancers", "liquid water enhancers", drinking water dispensing systems and non-alcoholic beverages sold as "shots" or "supplements" are considered Beverages.

There are no categories other than alcohol that are intentionally excluded from this RFP.

2. EXCLUSIONS

Water beverage needs for UToledo's medical center (UTMC) patient services is excluded from this RFP. All other non-alcoholic cold beverage needs for UTMC patient care services are included, as are cold beverage needs in UTMC cafeteria and catering. As indicated on ATTACHMENT H, vending on UToledo's Health Science Campus and associated physician clinics is provided by the Bureau of Services for Visually Impaired in compliance ORC and the Randolph Sheppard Act.

3. TERM

The term of the Pouring Rights contract will be eight to ten (8-10) years, dependent upon Proposal offerings and incentives proposed. Agreement will begin on August 1, 2025 and expire on June 30th of the agreed upon final contract year ("Term").

4. BUSINESS RELATIONSHIP

UToledo recognizes that the contract awarded pursuant to this RFP represents a long-term business relationship between the Supplier and UToledo. As such, UToledo desires to structure a partnership to provide unprecedented opportunities for UToledo and Supplier and build a shared understanding of mutual goals, resources and expertise.

Resulting agreement will be administered by Auxiliary Administration. Since RFP covers a variety of venues, product types and marketing opportunities, Supplier will be responsible to work closely with various UToledo divisions during our partnership in a manner that is consistent with the expectations outlined in this RFP and resulting agreement. Such departments may include but are not limited to: Athletics, Auxiliary Services, Marketing & Communications, Food & Nutrition Services, contracted food service providers and bookstores.

5. COOPERATION WITH EXTERNALLY IMPOSED CONTRACTS

Awarded Supplier must cooperate with externally imposed contracts including NCAA Post Season/Championship vending/sponsorship requirements. In the event that the University holds a NCAA post season game or championship and the NCAA dictates what vending options are to be offered due to NCAA exclusivity or sponsorship contracts, Supplier will cooperate with the University and the NCAA to make reasonable accommodations for these externally imposed contracts.

6. ANNUAL REVIEW & REPORTING REQUIREMENT

As with all long-term business relationships, UToledo will review Supplier compliance and performance of resulting agreement at least annually to ensure goals and expectations are met. This review will allow UToledo and Supplier to capitalize on their relationship for the benefit of both UToledo and Supplier. UToledo may also require Supplier to provide reporting on a monthly or quarterly basis, as determined by UToledo.

7. UTOLEDO GOALS

The University's key goals for this RFP are:

1. Increased Sponsorship Fees
 - Ensure overall financial investment reflects current and future market value.
 - Ensure the agreement/share provides an increased revenue stream for UToledo Athletics
 - Sponsorship Fee: upfront investment to on-board new initiative
 - Annual Student Scholarship: scholarship aid for targeted student profile
2. Increased Investment in Marketing and Other Funds
 - Athletics Marketing Funds: Increased annual funding to spread across branding, marketing initiatives, and equipment.
 - Branded equipment and supplies include coolers, cups, athletic bottles, sideline carts, branded towels, locker room/department refrigerators, etc.
 - Marketing Funds for campus marketing initiatives/experiences for students
 - Product Donations:
 - Athletics: Greater emphasis on Milk Protein along with Isotonic Products
 - Students: Annual budget for in-kind products
 - Athletics/Summer Camps: Funding for t-shirts, products, etc.
3. Competitive Product Pricing

8. NEW PRODUCT, EQUIPMENT, MACHINE OR CAMPUS LOCATION OFFERINGS

During the term of the Pouring Rights agreement, UToledo and Supplier will work cooperatively on new product, equipment, machine or campus location offerings. Supplier will be required to provide data in support of each suggestion. UToledo will make the final determination as to product offerings including pricing, equipment, machines and their associated campus locations.

9. EQUIPMENT REQUIREMENTS

Supplier will provide machines and equipment as part of this RFP. Machines or equipment must:

- o Be new or like new, state-of-the-art, and remain in that condition throughout the life of the contract.
- o Be OSHA and ADA compliant, as applicable.
- o Be equipped with dollar bill acceptors, coin mechanisms, and credit/card readers, as applicable.
- o Dispensing equipment, equipped with locks and/or shut off devices, a separate water supply shut off, and CO2, must be supplied, installed, and maintained at no cost to UToledo.
- o The syrup tank must be a 5 gallon or equivalent container bag in the box or refrigerated concentrate (90-ounce capacity) and water mixed upon demand. Flavor type must be easily identified.
- o The CO2 tank must be 20 lb. capacity with capped valve for sanitary purposes and secured per OSHA standards.
- o Connections include standard 3/8" or better cold-water line, 110 voltage, and grounded 15 amp service (overload protected)
- o All beverage contact surfaces, including concentrate area, mixing valve, and dispensing nozzles, must be capable of being easily and fully disassembled for routine cleaning and sanitizing.

Final equipment requirements and locations will be determined by UToledo.

10. BEVERAGE VENDING THROUGH BSVI

In accordance with the Ohio Revised Code Chapter 3304, Sections 3304.28, 3304.30 and 3304.33, <https://codes.ohio.gov/ohio-revised-code/chapter-3304>, UToledo is determined to be a suitable vending facility operated by a blind licensee. The selected Supplier may be required to work with BSVI for the duration of the contract consistent with statutory requirements of UToledo.

Beverage vending on UToledo’s Health Science Campus currently contract with the Bureau of Services for Visually Impaired (BSVI) in compliance ORC and the Randolph Sheppard Act, <https://rsa.ed.gov/program/rand-shep> .

11. ADDITIONAL INFORMATION

UToledo KPI’s are included as separate ATTACHMENTS to this RFP.

The following websites contain additional information Respondent may find useful for Proposal:

www.utoledo.edu	UToledo website
www.utoledo.edu/depts/supplychain/rfps_bids/	UToledo Supply Chain Management Rfx Events

www.utoledo.edu/campus/directions/	UToledo Campus Maps and Directions
https://dineoncampus.com/utoledo/campus-dining-map	UToledo Main Campus Dining Map
https://dineoncampus.com/utoledo/hours-of-operation	UToledo Main Campus Dining Hours of Operation
https://health.utoledo.edu/directions/index.html	UTHealth Directions and Maps
https://utrockets.com/	UToledo Athletics
www.utoledo.edu/offices/marketing/	UToledo Marketing & Communications

ATTACHMENT C
RFY FY25-13
SCOPE OF SERVICES/FORM OF PROPOSAL

Respondent is instructed to adhere to the following chronology to ensure Proposal submitted is clear and concise. All information in Proposal must be labeled with applicable Section number or applicable ATTACHMENT letter to ensure compliance with RFP requirements.

Proposal must contain the following information to be considered complete:

1. SUPPLIER INFORMATION

Provide executive summary to include:

- 1.1. Company History
- 1.2. Organizational Structure
- 1.3. Qualifications & Market Position
- 1.4. Future Expansion & Growth Plans
- 1.5. Litigation: provide list of litigation within the last (5) years in which Supplier was named as a defendant and a statement about the nature of each such lawsuit and its status.
- 1.6. Contract Terminations: provide list of terminated campus and commercial dining management contracts that supplier has ceased to operate in the past five (5) years, including whether the agreement was terminated or not renewed.
- 1.7. References
 - 1.7.1. Respondent must provide three (3) references (current customers having similar scope, institutions of higher education, or commercial accounts of similar size) that UToledo may contact. Information must be structured as follows:

Institution/Company Name:	
Address:	
Contact Name:	
Contact Title:	
Telephone Number:	
Email Address:	
Project Value:	
Project Description/Scope:	

1.8. Proof of Insurance & PCI Compliance

- 1.8.1. Respondent must provide proof of insurance with Proposal submission.
- 1.8.2. During the term of the Pouring Rights agreement and/or while Contractor has involvement with UToledo's cardholder data, the software and services used for processing transactions shall be compliant with current standards established by the Payment Card Industry Security Standards Council, <https://www.pcisecuritystandards.org/>. Respondent must provide proof of compliance

(an Attestation of Compliance or AOC) with the Payment Card Industry Data Security Standard (PCI DSS) with Proposal submission.

2. UTOLEDO GOAL COMPLIANCE

Given the scope of this RFP, Respondents are encouraged to identify ongoing financial support and/or to offer financial incentives to advance the University's interest, as well as their own. Respondent should provide comprehensive and creative incentive solutions detailing how Supplier will comply with UToledo goals including:

- 2.1. Increased Sponsorship Fees which include but are not limited to:
 - 2.1.1. Ensure overall financial investment reflects current and future market value.
 - 2.1.2. Ensure the agreement/share provides an increased revenue stream for UToledo Athletics.
 - 2.1.3. Sponsorship Fee: upfront investment to on-board new initiatives,
 - 2.1.4. Annual Student Scholarship: scholarship aid for targeted student profile.

- 2.2. Increased Investment in Marketing and Other Funds which include but are not limited to:
 - 2.2.1. Athletics Marketing Funds: Increased annual funding to spread across branding, marketing initiatives, and equipment.
 - 2.2.1.1. Branded equipment and supplies include coolers, cups, athletic bottles, sideline carts, branded towels, locker room/department refrigerators, etc.
 - 2.2.2. Marketing Funds for campus marketing initiatives/experiences for students.

- 2.3. Product Donations or other In-Kind offers which include but are not limited to:
 - 2.3.1.1. Athletics: Greater emphasis on Milk Protein along with Isotonic Products
 - 2.3.1.2. Students: Annual budget for in-kind products.

- 2.4. Athletics/Summer Camps which include but are not limited to:
 - 2.4.1. Funding for t-shirts, products, etc.

3. FINANCIAL OFFERING SUMMARY TABLE

Respondent is instructed to list all financial offerings detailed above; associated amounts and relevant year offering is applicable into table as structured below. Table must include all financial offerings that Respondent would like UToledo to consider in evaluating financial impact of Proposal:

Financial Offer	YR 1 \$	YR 2 \$	YR 3 \$	YR 4 \$	YR 5 \$	YR 6 \$	YR 7 \$	YR 8 \$	Optional: YRS 9&10 \$
<i>Ex: Sponsorship Fees</i>	[amt]	[amt]	[amt]	[amt]	[amt]	[amt]	[amt]	[amt]	[amt]
TOTAL:	[SUM]	[SUM]	[SUM]	[SUM]	[SUM]	[SUM]	[SUM]	[SUM]	[SUM]

4. PRODUCT OFFERINGS & PRICING

Respondent is instructed to provide UToledo with information relative to product category, associated segment and proposed competitive pricing offerings.

Pricing must be firm for first two (2) years (August 1, 2025 – July 31, 2027). Additional annual price increase requests will be reviewed for approval ninety (90) days prior to the start of each subsequent contract year. Supplier is instructed to provide supporting documentation for proposed pricing which shall include but is not limited to the Supplier’s published schedule of wholesale prices, price adjustments of not more than the Product Price Index (Wholesale Price Index) or three (3) percent, whatever is less.

4.1 FOUNTAIN_BEVERAGES

Supplier will provide post-mix product for carbonated beverages at preferential pricing to UToledo.

4.1.1 Respondent is instructed to provide all product category offerings in a table structured as follows:

Product	Description	UOM	Price

4.1.1.1 Respondent must provide detailed proposed commission calculation method.

4.2 BOTTLES, CANS

Supplier will provide cold, carbonated and non-carbonated, non-alcoholic beverages in bottles and/or cans for service or resale service, concessions and retail dining locations at preferential pricing to the University.

4.2.1 Respondent is instructed to provide all product category/segment offerings in table structured as follows:

Product Category	Description	Invoice Price	Units per Case	Commission

4.2.2 Respondent must provide detailed proposed commission calculation method.

4.3 AUXILIARY ITEMS

Supplier may provide auxiliary items (CO2, cups, lids etc.) as part of the Pouring Rights agreement if such pricing is equal or less than other documented sources available to UToledo.

4.3.1 Respondent is instructed to provide auxiliary item offerings in table structured as follows:

Product Description	Case Counts	Invoice Price

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5. **ORC & RANDOLPH SHEPPARD ACT COMPLIANCE**

In accordance with the Ohio Revised Code Chapter 3304, Sections 3304.28, 3304.30 and 3304.33, <https://codes.ohio.gov/ohio-revised-code/chapter-3304> , UToledo is determined to be a suitable vending facility operated by a blind licensee. Describe any experience Supplier has with such compliance and describe how Supplier will comply with ORC and the Randolph Sheppard Act, <https://rsa.ed.gov/program/rand-shep> in providing the goods and services associated with this project.

6. **PROJECT PLAN**

6.1 Management & Staff

6.1.1 Identify and describe management and staff who will be dedicated to UToledo program. Include role, responsibility, title, contact information and associated experience.

6.1.2 UToledo requires 24 hour per day service and product availability, 7 days per week, including holidays. Describe how this will be provided so that patient, student, employee and UToledo community needs are met.

6.1.3 UToledo requires preferred customer status. Describe how UToledo's requirements will be prioritized when it comes to product and/or service needs to ensure patient, student, employee and UToledo community needs are met.

6.1.4 Provide proposed list of equipment and machines and associated description that will be utilized at UToledo in fulfillment of this contract.

6.1.5 Implementation/Transition Plan

6.1.5.1 Provide detailed implementation/transition plan that will be utilized for UToledo project.

ATTACHMENT D
RFP FY25-13
UTOLEDO STUDENT DATA

	FY18*	FY19	<i>FY20</i>	<i>FY21</i>	<i>FY22</i>	FY23	FY24	FY25
Enrollment								
UG	16,194	16,065	15,568	14,424	13,185	11,939	11,454	11,036
Grad	4,385	4,239	4,214	4,014	3,885	3,625	3,559	3,404
Total Students Fall	20,579	20,304	19,782	18,438	17,070	15,564	15,013	14,440
UG	14,860	14,566	14,334	12,746	11,805	10,897	10,578	10,002
Grad	4,376	4,238	4,213	3,878	3,764	3,466	3,373	3,311
Total Students Spring	19,236	18,804	18,547	16,624	15,569	14,363	13,951	13,313
University Housing								
Housed(Fall)	2,758	3,006	2,926	2,170	2,024	1,688	1,509	1,460
Gateway Lofts(Fall)	110	111	112	112	107	108	108	96
HAV(Fall)	492	488	492	420	438	439	467	468
Total Living on campus	3,450	3,605	3,530	2,702	2,569	2,235	2,084	2,024
Housed(Spring)	2,578	2,696	2,689	1,710	1,901	1,500	1,389	1,296
Gateway Lofts(Spring)	73	108	108	108	97	102	106	100
HAV(Spring)	458	456	458	395	418	426	485	438
Total Living on campus	3,109	3,260	3,255	2,213	2,416	2,028	1,980	1,834
Total Living on campus AY	6,559	6,865	6,785	4,915	4,985	4,263	4,064	3,858
Meal Plans								
Fall	4,098	4,143	4,061	2,713	2,640	2,310	2,175	2,120
Spring		3,672	3,596	2,144	2,337	2,033	1,914	1,840
Summer Camps/Conf Beds						1,381	1,188	2,500
Concerts/Shows/Series/P rograms						1	2	5
Early Learning Center			89	73	90	87	141	126
Park UToledo	47,546	49,598	35,877		52,257	47,164		
Rocket Wireless								
Customers	1,424	1,238	1,123	1,032	994	964	888	
Lines	3,414	3,076	2,839	2,673	2,605	2,561	2,360	
Emails Responded To		3,610	1,941	4,152	2,106	5,080	4,172	
Phone calls answered		1,295	896	1,519	1,690	1,581	2,836	

ID Cards - Issued								
Fac/Staff			950	501	1,802	1,621	1,538	
Students			4,182	2,236	5,781	5,355	4,303	
Affiliates			760	246	954	874	824	
Mobile Credentials Adoption								
Staff/Fac							649	
Students							425	
Student Union								
Bookings	5,466	5,660	3,726	1,411	3,431	3,375	3,334	
Reserved Hours	37,737	39,566	24,720	10,795	21,355	20,970	18,289	
Event Hours	31,366	32,782	20,332	9,004	16,341	15,956	14,193	
Estimated Attendance	241,495	288,739	169,255	22,549	168,391	164,477	142,777	
Rec Ctr								
Student Rec CTR entries	405,205	359,578	260,030	154,531	176,105	195,350	248,413	
Morse Ctr entries	54,004	41,918	25,375	9,974	18,043	23,823	22,966	
Barnes & Noble Gr Sales								
		4,364,770	3,335,443	2,129,422	1,866,085	1,504,107	1,258,323	
Shuttle(riders)								
Fall							18,175	30,576
Spring						21,199	24,943	
Retention								
Fall to Spring								92.5%
1st to 2nd Yr retention	74.4%	75.9%	76.4%	78.5%	74.5%	75.2%	75.9%	77.3%
6 yr retention	41.9%	47.5%	51.1%	53.3%	56.3%	56.5%	57.7%	57.9%
<i>* 2 year Housing policy</i>								
<u>COVID</u>								

ATTACHMENT E**RFP FY25-13****1-YEAR USAGE DATA _MAIN CAMPUS & HEALTH SCIENCE CAMPUS _JANUARY 1, 2024 – DECEMBER 31, 2024****SYRUP (MAIN CAMPUS):**

Location		Qty/Case
CATERING, 1825 N GLASSBOWL RD, TOLEDO, OH 43606		6
CONCESSIONS, 2025 N DOUGLAS RD, TOLEDO, OH 43606		22
OTTAWA C-STORE, 3030 RESIDENCE DR, TOLEDO, OH 43606		111
OTTAWA EAST, 3030 RESIDENCE DR, TOLEDO, OH 43606		537
SOUTH DINING, 2801 BANCROFT ST, TOLEDO, OH 43606		293
TU TACO, 2801 BANCROFT ST, TOLEDO, OH 43606		338
FRESHENS 5, 1700 N WESTWOOD AVE, TOLEDO, OH 43606		112
TRU BURGER, 2801 W BANCROFT ST, TOLEDO, OH 43606-3328		209
	Total Cases:	1,628

CUP & LID:

Description	Volume	Count Per Case
Cup 24ZX1 PPR	100	1,000
Cup 16 ZX1 PPR	76	1,000
Lid 16Z/24Z DPE2	65	2,000
Lid 12-24Z ST CUP CLR PLST SLTD	4	2,000
Cup 32ZX1 PPR	1	480
TOTAL:	246	

BIB:

Outlet Name	Gallons
TU TACO	1,255
CHICK FIL A	1,011
TRU BUR	780
FRESHENS	370
UT OTTAWA EAST and UT SOUTH DINING	8,756
SAVAGE CATERING	5
TOTAL:	12,177

ATTACHMENT F

RFP FY25-13

FULL-SERVICE VOLUME_MAIN CAMPUS_1 YEAR

SoldTo Customer	Volume This	Volume Last	Volume Diff	Volume % Chg
UT FLD HSE GFV 1ST FLR RM 1160	178	224	-46	-20.38
UT STUDENT UNION 1ST FL 20Z STILL	144	181	-37	-20.42
UT PARKS TOWER	140	93	47	50.72
UT HONORS ACADEMIC VILLAGE IS	137	149	-12	-7.96
UT STUDENT UNION 1ST FLR 20Z SPARKLING	132	149	-17	-11.48
UT FLD HSE IS 1ST FLR RM 1160 16Z	119	136	-17	-12.20
UT LAW CNT IS STUDENT LNG 20Z	118	145	-27	-18.58
UT WOLFE HALL RM 1201 STILL	101	133	-31	-23.64
UT INTL HSE IS LAUNDRY RM 12Z	101	123	-22	-17.87
UT ROCKET HALL IS MAIN LOBBY 20Z	100	116	-15	-13.35
UT LAW CNT IS STUDENT LNG MULTI	99	156	-57	-36.53
UT HLTH HUMAN SVCS IS 1ST FLR MULT	98	71	27	37.23
UT FLD HSE IS 1ST FLR RM 1160 20Z	97	100	-3	-2.67
UT WOLFE HALL IS VEND RM 1201 20Z	86	121	-35	-29.29
UT INTL HSE IS LAUNDRY RM 20Z	84	80	4	4.49
UT SAVAGE HALL 1ST FLR GFV	78	60	19	31.61
UT UNIV HL IS 2ND FLR MULT	71	71	0	-0.59
UT STUDENT REC CNT IS MAIN LOBBY	64	83	-19	-22.84
UT OTTAWA HSE WST 2ND FL DASANI	62	58	4	6.56
UT HLTH HUMAN SVCS IS 1ST FLR 20Z	61	38	23	60.83
UT PERFORMING ARTS STILL BEV 200Z	61	82	-21	-25.43
UT PARKS TOWER COMMUNITY RM	58	64	-6	-9.65
UT ROCKET HALL IS MAIN LOBBY 20Z	52	66	-13	-20.27
UT UNIV HALL IS 2ND FLR 12Z	47	46	1	2.09
UT OTTAWA HSE WST IS KITCHEN 2	46	39	7	16.62
UT WOLFE HALL RM 1201 120Z CAN	42	53	-11	-20.17
UT FLD HSE IS 1ST FLR RM 1160 12Z	41	35	7	19.13
UT MCMASTERS IS 1ST FLR 20Z	41	36	5	14.76
UT STUDENT REC CNT IS MAIN LOBBY	40	61	-21	-34.51

UT OTTAWA HSE EST IS 2ND FLR	39	19	20	101.75
UT SAVAGE HALL 1ST FL 20 OS SPRKG	38	30	8	25.15
UT PERFORMING ARTS CSD 200Z	37	42	-5	-11.34
UT HLTH HUMAN SVCS IS 2ND FLR 20Z	37	45	-7	-15.92
UT SAVAGE HALL IS 1ST FLR 16Z	36	45	-9	-19.92
UT STRANAHAN BSMNT CSD	34	24	10	43.55
UT STRANAHAN BSMNT NCB	32	39	-7	-18.77
UT ROCKET HALL IS MAIN LOBBY 16Z	30	16	14	90.93
UT HLTH HUMAN SVCS IS 2ND FLR 12Z	23	29	-6	-20.08
UT PALMER HALL IS 2ND FLR 20Z	21	45	-24	-53.86
UT SNYDER HALL 1ST FL GFV	19	25	-6	-25.95
UT UNIV HALL IS 2ND FLR 16Z	18	21	-3	-12.57
UT CTR OF ADMINISTRATIVE SUPPORT	16	25	-8	-33.45
UT UNIV HALL 2ND FL	16	13	3	20.56
UT COMPUTER LAB IS 1ST FLR VEND	14	15	-1	-8.63
UT PLANT OPERATIONS IS BRKRM 20Z	13	13	-1	-4.64
UT PARKS TOWER LOWER LEVEL	13	28	-16	-55.19
UT UNIV HALL IS 5TH FLR 20Z	12	11	1	8.74
UT PARKS TOWER LOWER LEVEL	12	9	2	25.87
UT HLTH HUMAN SVCS IS 1ST FLR 16Z	9	36	-27	-74.05
UT OTTAWA HSE EAST IS 1ST FLR	9	7	2	22.46
UT MCKINNON HL PCV IS BSMNT LAB	4	10	-6	-57.36
UT PLANT OPS GARAGE IS BAY 18	1	2	0	-18.88
UT R1 ENGINEERING HALLWAY	0	3	-3	-100.00
UT CARLSON LIBRARY	0	1	-1	-100.00
UT PRESIDENTS HL 3RD FLR COKE ZERO	0	1	-1	-100.00
UT PRESIDENTS HL IS 3RD FLR LNG	0	6	-6	-100.00
UT PRESIDENTS HALL 3RD FLR ENERGY	0	6	-6	-100.00
UT NORTH ENGINEERING IS FRNT 20Z	0	4	-4	-100.00
	2,982	3,337	-355	-10.65

Lines highlighted in Red, machines have been removed.

ATTACHMENT G

RFP FY25-13

CURRENT BEVERAGE EQUIPMENT _MAIN CAMPUS _ROCKET DINING

Eatery	Ottawa East	SU market	Savage
2 Fountain Units	2 Fountain Units	3 Double Door Units	10 Short Single Door Units
1 Juice Machine	1 Juice Machine	2 Single Door Units	6 Double Door Units
		2 Slim Single Units	3 Single Door Units
			2 Texas Tanker Units
Freshens	True Burger	Ottawa market	Glass Bowl
1 Fountain Unit	1 Fountain Unit	3 Double Door Units	11 Double Door Units
		2 Single Door Units	3 Triple Door Units
		2 Slim Single Units	28 Texas Tankers
Chick Fil A	Student Union FC		
3 Counter Units	2 Fountain Units		

CURRENT BEVERAGE EQUIPMENT _HEALTH SCIENCE CAMPUS

Cafeteria: (4) Double door bottle coolers (1) Single Door (1) Fountain Unit	No equipment or coolers in HSC Catering Mulford Library Basement) or Patient Services (UTMC basement)
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ATTACHMENT H
RFP FY25-13
CURRENT BEVERAGE VENDING UNIT LOCATIONS

UTOLEDO MAIN CAMPUS

<p>UT COMPUTER LAB IS 1ST FLR VEND</p> <p>UT CTR FOR ADMINISTRATIVE SUPPORT UT CTR OF ADMINISTRATIVE SUPPORT</p> <p>UT FLD HSE GFV 1ST FLR RM 1160 UT FLD HSE IS 1ST FLR RM 1160 12Z UT FLD HSE IS 1ST FLR RM 1160 16Z UT FLD HSE IS 1ST FLR RM 1160 20Z</p> <p>UT HLTH HUMAN SVCS IS 1ST FLR 16Z UT HLTH HUMAN SVCS IS 1ST FLR 20Z UT HLTH HUMAN SVCS IS 1ST FLR MULTI UT HLTH HUMAN SVCS IS 2ND FLR 12Z UT HLTH HUMAN SVCS IS 2ND FLR 20Z</p> <p>UT HONORS ACADEMIC VILLAGE IS</p> <p>UT LAW CNT IS STUDENT LNG 20Z UT LAW CNT IS STUDENT LNG MULTI</p> <p>UT MCKINNON HL PCV IS BSMNT LAB</p> <p>UT MCMASTERS IS 1ST FLR 20Z</p> <p>UT OTTAWA HSE EAST IS 1ST FLR UT OTTAWA HSE EST IS 2ND FLR UT OTTAWA HSE WST 2ND FL DASANI UT OTTAWA HSE WST IS KITCHEN 2</p> <p>UT PALMER HALL IS 2ND FLR 20Z</p> <p>UT PARKS TOWER UT PARKS TOWER COMMUNITY RM UT PARKS TOWER LOWER LEVEL</p> <p>UT PERFORMING ARTS CSD 200Z UT PERFORMING ARTS STILL BEV 200Z</p> <p>UT PLANT OPERATIONS IS BRKRM 20Z</p>	<p>UT PLANT OPS GARAGE IS BAY 18</p> <p>UT PRESIDENTS HALL IS LAUNDRY RM UT PRESIDENTS HALL LAUNDRY RM 2Z</p> <p>UT ROCKET HALL IS MAIN LOBBY 16Z UT ROCKET HALL IS MAIN LOBBY 20Z</p> <p>UT SAVAGE HALL 1ST FL 20 OS SPRKG UT SAVAGE HALL 1ST FLR GFV UT SAVAGE HALL IS 1ST FLR 16Z</p> <p>UT STRANAHAN BSMNT CSD UT STRANAHAN BSMNT NCB</p> <p>UT STUDENT REC CNT IS MAIN LOBBY</p> <p>UT STUDENT UNION 1ST FL 20Z STILL UT STUDENT UNION 1ST FLR 20Z PARKL</p> <p>UT UNIV HALL 2ND FL UT UNIV HALL IS 2ND FLR 12Z UT UNIV HALL IS 2ND FLR 16Z UT UNIV HALL IS 5TH FLR 20Z UT UNIV HL IS 2ND FLR MULT</p> <p>UT WOLFE HALL IS VEND RM 1201 20Z UT WOLFE HALL RM 1201 12OZ CAN UT WOLFE HALL RM 1201 STILL</p>
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UTOLEDO HEALTH SCIENCE CAMPUS

As indicated above, Beverage vending on UToledo's Health Science Campus is provided by the Bureau of Services for Visually Impaired in compliance ORC and the Randolph Sheppard Act. Beverage vending locations include:

Cafeteria Area	Crane BevMax 5800 Crane BevMax 5800
Mulford Library	Crane BevMax 5800 Crane BevMax 5800
Dowling Hall	Crane BevMax 5800
Collier	Crane BevMax 5800 Crane BevMax 5800
Medical Pavilion	Crane BevMax 5800
Heart Center 3rd Floor	Crane BevMax 5800
ER	Crane BevMax 5800
Health Education Center	Crane BevMax 5800
Kobacker	Crane BevMax 5800
1st Floor Ruppert	Crane BevMax 5800
Pharmacy Building	Crane BevMax 5800
Dana Cancer Center	Crane BevMax 5800
Mulford Library Basement West	Crane BevMax 5800 Crane BevMax 5800
Basement Garden Café Storage	Crane BevMax 5800
Micro Market	Crane BevMax 5800
Health Science	Crane BevMax 5800
Comprehensive Care	Crane BevMax 5800

ATTACHMENT I
RFP FY25-13
UTOLEDO ROCKET DINING LOCATIONS_MAIN CAMPUS

Paper Lantern @ Student Union

Market @ Student Union

Chick-Fil-A @ Student Union

Delicious Without @ Student Union

Frogtown Café @ Student Union

Smoothie Lab @ student Union

Subway @ Student Union

The Eatery @ Student Union (AYCTE)

Tu Taco @ Student Union

True Burger @ Student Union

Market @ Ottawa East

Food Hall @ Ottawa East (AYCTE)

Erbert & Gerbert's @ Ottawa East

Starbucks @ Carlson Library

Freshens @ North Engineering

Concessions & Catering @ Glassbowl

Concessions & Catering @ Savage Arena

Catering Grogan Room @ Savage Arena

ATTACHMENT J
RFP FY25-13
SELECTION CRITERIA

All Proposals submitted by the Proposal Due Date/Time will be evaluated by UToledo. If an award of contract is made, the Respondent whose Proposal, in the sole opinion of the University, represents the best overall value to UToledo will be selected. Price/Discounts, although a factor, will not be the sole determining factor in the award. Evaluation criteria for this RFP include:

Evaluation Criteria	Weight
<p>Supplier Qualifications</p> <p>This will include evaluation of information provided in Section 1 of Proposal.</p>	Up to 10 points
<p>UToledo Goal Compliance</p> <p>This will include evaluation of information provided in Section 2 of Proposal.</p>	Up to 25 points
<p>Financial Offerings</p> <p>This will include evaluation of information provided in Section 3 of Proposal.</p>	Up to 25 points
<p>Product Offerings & Pricing</p> <p>This will include evaluation of information provided in Section 4 of Proposal.</p>	Up to 20 points
<p>ORC & Randolph Sheppard Act Compliance</p> <p>This will include evaluation of information provided in Section 5 of Proposal.</p>	Up to 5 points
<p>Project Plan</p> <p>This will include evaluation of information provided in Section 6 of Proposal</p>	Up to 15 points
TOTAL:	Up to 100 points

**ATTACHMENT K
RFP FY25-13
UTOLEDO SERVICE AGREEMENT**

THIS SERVICE AGREEMENT ("Agreement") is made and entered into on _____
_____, 20____ ("Effective Date") by and between **THE UNIVERSITY OF TOLEDO, ("UToledo")**, an
instrumentality of the State of Ohio created under Revised Code Chapter 3364 and [insert
contractor legal name here] ("**Contractor**"), having its principal place of business
at [insert contractor address, city, state, zip code here]. UToledo and Contractor are individually
referred to as "**Party**" and collectively referred to as the "**Parties**".

RECITALS

- A. UToledo desires to obtain the services of Contractor for the purposes set forth in this Agreement; and,
- B. Contractor has the expertise and experience and wishes to provide these services to UToledo.
- C. THEREFORE, the Parties agree as follows:

AGREEMENT

1. Statement of Services.

- A. Contractor will undertake the Services and activities set forth in the Statement of Services, labeled Exhibit I, incorporated by reference ("**Services**").
- B. Contractor will furnish professional services in accordance with the commercial standards necessary for the satisfactory performance of the Services.
- C. Contractor will perform all Services required under this Agreement, and UToledo will not hire, supervise, train, or pay any assistants on behalf of Contractor in the provision of Services.
- D. Contractor will furnish its own support staff, materials, tools, equipment and other supplies necessary for the satisfactory performance of the Services under this Agreement, unless otherwise stated in the Statement of Services.
- E. Contractor retains the management of the Services, including the exclusive right to control or direct the manner or means by which Contractor performs the Services. UToledo retains the right to ensure that the Services are in conformity with the terms and conditions of the Agreement.
- F. Contractor warrants that the Services will be performed in a timely, professional and workmanlike manner in accordance with the highest applicable professional

standards, and will comply with the specifications and other requirements set forth in this Agreement. UToledo may, at its option, require Contractor to correct any errors or deficiencies in its work product or services within a mutually agreeable time period, at no cost to UToledo and in accordance with the provisions set forth in this Agreement.

2. Compensation and Charges.

- A. It is mutually agreed and understood between the Parties that the total amount to be paid by UToledo to Contractor under this Agreement will in no event exceed the sum of \$ insert total here US\$. These charges are complete and no additional charges of any type will be added without UToledo's written consent.
- B. UToledo will pay Contractor for Services rendered in accordance with the fee schedule set forth below.

Service	Fee

- C. UToledo agrees to compensate the Contractor within 30 days of receipt of undisputed invoices for Services delivered and performed as required under this Agreement.
- D. Invoices resulting from this Agreement should be emailed to: APInvoices@utoledo.edu. Invoice must reference this Agreement, description of Services, and/or purchase number, if applicable. Upon receipt of invoice and approval to pay from department, a voucher for payment will be processed, submitted and payment will be provided to Contractor.
- E. Unless otherwise agreed upon in writing, Contractor will be responsible for and assume all travel, office and business expenses incurred in performing this Agreement. Further, Contractor's travel expenses, if any, are subject to UToledo's advance written approval and in accordance with UToledo's travel and business expense policy at: https://www.utoledo.edu/policies/administration/finance/pdfs/3364_40_03.pdf

3. Term and Termination.

- A. This Agreement will continue for a period of one (1) year from the Effective Date, unless terminated earlier as provided herein.
- B. Either Party may terminate this Agreement by providing the other Party with thirty (30) days' prior written notice upon the material breach of the other Party and the failure of such Party to cure such breach within a reasonable period of time following notice of such breach.

- C. UToledo may, at any time during the term of this Agreement suspend or terminate this Agreement with or without cause by giving written notice to Contractor. Contractor will be paid for Services rendered up to the date Contractor received notice of suspension or termination, less any payments previously made provided Contractor has supported such payments with detailed factual data containing Services performed and hours worked. Contractor waives any right to, and will make no claim for, additional compensation against UToledo by reason of such suspension or termination. In the event Contractor has received payment from UToledo for Services not yet completed, Contractor will reimburse UToledo within fifteen (15) days of Agreement termination.
- D. In the event this Agreement is terminated prior to its completion, Contractor will deliver to UToledo all Service-related products and documentation which have been prepared by Contractor in the course of providing Services. All such materials will become and remains the property of UToledo, to be used in such manner and for such purpose as UToledo may choose. Contractor agrees to waive any right to and will make no claim for additional compensation against UToledo by reason of such termination.

4. Independent Contractor.

- A. Contractor agrees that it is an independent contractor, and not an agent, partner or employee of UToledo. 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 UToledo. Where UToledo is directing the work of Contractor, Contractor will treat this as a directive for final result or expectations only.
- B. Contractor's personnel are not employees or agents of UToledo at any time of for any purpose. This includes application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution 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. It is fully understood and agreed that Contractor is an independent contractor and neither Contractor nor its personnel will at any time, or for any purpose, be considered public employees for the purpose of Ohio Public Employees Retirement Systems benefits.
- C. 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 this Agreement.

5. Liability and Coverage.

- A. Contractor will at all times during the term of this Agreement and thereafter indemnify, defend and hold UToledo, its trustees, officers, employees, affiliates 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 production, manufacture, sale, use, lease, consumption or advertisement of any products or services under this Agreement. It is understood and agreed that the provisions of this section will survive the termination of this Agreement.
- B. Contractor will procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services and the results of that work by Contractor, or Contractor's agents, representatives, employees or subcontractors. The following UToledo website contains all insurance requirements applicable during performance of Services:

https://www.utoledo.edu/depts/risk/rm/policies/contractor_insurance_front_page.html

A certificate reflecting the continuing required insurance coverage will be delivered to UToledo at least thirty (30) days prior to the time such insurance is required to be carried by Contractor, and thereafter at least thirty (30) days prior to the expiration of any policies.

6. Rights in data, patents and copyrights, public use.

- A. If applicable, Contractor will deliver and assign to UToledo all rights, title and interest to: documents, data, materials, information, processes, studies; reports, surveys, proposals, plans, codes; scientific information, technology information, regulations; maps, equipment, charts, schedules, photographs, exhibits; software, software source code, documentation and other materials and property prepared or developed or created or discovered under or in connection with this Agreement (the "**Deliverables**").
- B. If applicable, the Deliverables provided by Contractor in rendering the Services will become the property of UToledo. UToledo, and any person, agency or instrumentality providing financial assistance for the Services performed under Article I will have the unrestricted right to reproduce, distribute, modify, maintain and use the Deliverables.
- C. Contractor will not obtain copyright, patent or other proprietary protection for the Deliverables, provided, however, that Contractor will reserve its rights in all methods, pre-existing work, software and data used to prepare such Deliverables.
- D. Contractor will not include in any Deliverable any copyrighted matter, unless the copyright owner and any person, agency or instrumentality providing financial assistance to the Services gives prior written approval to use such copyrighted matter in the manner provided herein.

- E. Neither Contractor nor any of its employees, agents, subcontractors or assigns will make a disclosure for securing a patent in the United States or any other country for any of the Deliverables unless UToledo approves this disclosure in writing prior to application for the patent.
 - F. In the event that Contractor does obtain this patent, Contractor will, at the request of UToledo, provide UToledo written authorizations for UToledo and any other person, agency or instrumentality contributing financial support to the Services contemplated under this Agreement to make use of the subject of the said patent disclosure without any payment.
 - G. Contractor agrees that all Deliverables will be freely available to the public to the extent required by law.
7. Nondiscrimination. Pursuant to Ohio Rev. Code § 125.111, and 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, disability, genetic information, familial status, political affiliation, or participation in protected activities in the performance of the contracted work.
8. Auditing. During the performance of Services required of Contractor by this Agreement and for a period of seven (7) years after its completion, Contractor will maintain auditable records of all charges pertaining to this Agreement and will make such records available to UToledo as UToledo may reasonably require.
9. Notice. Any notice to either Party hereunder must be in writing signed by the Party giving it, and will be served personally or by registered or certified mail addressed as follows:

To UToledo:

The University of Toledo
Attn: Sr. Director, Supply Chain, MS #1221
3125 Transverse Drive
Toledo, OH 43614
jennifer.pastorek@utoledo.edu

Cc:

The University of Toledo
Office of Legal Affairs, MS #943
2801 W. Bancroft Street
Toledo, OH 43606

To Contractor:

[Contractor]
Attn: [Name]
[Mailing Address]

[Email address]

or to such other addressee as may be hereafter designated by written notice. All such notices will be effective only when received by the addressee.

A notice or other communication under this Agreement will also be deemed to have been received if it is delivered by email to the email address for the Party stated in this Section 9, only when the recipient acknowledges having received that email by an email response. An automatic "read receipt" does not constitute acknowledgement of an email for purposes of this Section 9.

10. Compliance with Law and UToledo Policies. Contractor agrees to comply with applicable federal, state, local laws, and UToledo policies and procedures in the performance of its duties hereunder. Further, Contractor agrees to comply with UToledo's drug-free workplace policy and ensure that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way. If profession licensing or certification constitutes a qualification for Contractor's performance under this Agreement, Contractor will make immediately available, at UToledo's request, a copy of said certification or license. Contractor will ensure that all Contractor's handling of hazardous material used in fulfillment of this Agreement will be in accordance with applicable state and federal regulations. The Contractor warrants that it has complied with all federal, state and local laws regarding business permits and licenses of any kind.
11. Parking. Contractor's personnel and vehicles under this Agreement will adhere to all vehicle laws of the state of Ohio and UToledo policies and procedures ("**Laws and Policies**"), including but not limited to: parking only in designated spaces; keeping vehicles off sidewalks and pedestrian paths; not blocking any type of traffic; no speeding/reckless driving, and ensuring that all vehicles and delivery drivers have the proper licensure and permits. Contractor is responsible for all parking fines and towing expenses incurred for its vehicles that are noncompliant with Laws and Policies. Contractor is responsible for any applicable unpaid parking fines, including but not limited to, parking in a handicap space, incurred by Contractor's personnel while performing Services. While performing Services, vehicles which are clearly marked as a service vehicle ("**Active Service Vehicle**") may park in designated Active Service Vehicle spaces without a parking permit. All vehicles, except an Active Service Vehicle, must have a parking permit and comply with Laws and Policies, including but not limited to, those vehicles used for Service-related meetings.
12. Public Records/Confidentiality. The Parties acknowledge that UToledo, 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 UToledo receive a request involving information related to Contractor, including this Agreement, UToledo will immediately notify Contractor of the request. Contractor will have ten (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 UToledo from all liability associated with the release

of such information after this ten (10) calendar day period. It is understood and agreed that the provisions of this section will survive the termination of this Agreement.

13. Records Requirements. In the event that it is determined that Section 952 of the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and regulations adopted pursuant thereto apply to this Agreement, Contractor agrees, for a period of four (4) years after performance hereby, to make available to the Secretary of Health and Human Services or to the Comptroller General of the United States, or any of their duly authorized representatives, upon written request therefore, this Agreement and its books, documents and records necessary to certify the nature and extent of the costs thereof. If any portion of this Agreement is to be performed through a sub-contract with a related organization at a cost of Ten Thousand Dollars (\$10,000.00) over a twelve (12)-month period, such sub-Agreement will contain this requirement.
14. Accessibility. Contractor acknowledges and understands that the software and/or hardware under this Agreement 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 UToledo and meet current Web Content Accessibility Guidelines set forth by the World Wide Web Consortium (W3C). Contractor will indemnify, defend and hold UToledo 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 this Agreement 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 software and/or hardware under this Agreement that has been identified and brought to the attention of the Contractor. Contractor agrees that Contractor's failure to comply with this section is a material breach of this Agreement.
15. Export Control. Contractor acknowledges that University may use the services of employees, visiting professionals, and students who are not U.S. citizens or permanent resident aliens. Contractor will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR) (22 CFR §§ 120-130) and Export Administration Regulations (EAR) (15 CFR § 730-780). Contractor will not disclose or provide to any employee or agent of the University any information subject to the licensing provisions of the ITAR or EAR without the prior written approval of the University, which may be requested by contacting exportcompliance@utoledo.edu.
16. Warranty. Contractor warrants that the work performed and equipment 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. If any aspect of the above warranty will be breached, Contractor will, upon receipt of notice thereof from 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.

17. Conflict of Interest. During the term of this Agreement, Contractor will not voluntarily acquire a personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of Contractor's functions and responsibilities with respect to the carrying out of these Services. This will apply to any employees, personnel or other person who exercises any functions or responsibilities in connection with the review or approval of carrying out the Services. Any person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement will immediately disclose his or her interest to UToledo in writing. Thereafter, he or she will not participate in any action affecting the Services, unless UToledo will determine that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. Contractor by signature on this Agreement certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Chapter 102 and Sections 2921.42, 2921.421 & 2921.43 of the Revised Code.
18. Use of University Marks. Contractor will not appropriate or make use of UToledo's name or other identifying marks or property in its advertising without prior written consent of UToledo's Office of Marketing and Communications.
19. Taxes. UToledo, as an instrumentality of the State of Ohio, is exempt from Ohio sales tax and Federal excise tax, including Federal transportation tax. An exemption certificate is available upon request.
20. Contingent Upon Appropriation. It is understood that any and all expenditures of State funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and/or other obligations that may be due hereunder, then the State of Ohio's obligations under this Agreement are terminated as of the date that the funding expires without further obligation of the State.
21. Entire Agreement; Waiver. This Agreement contains the entire agreement between the Parties and will not be modified, amended or supplemented, or any rights waived, unless specifically agreed upon in writing by the Parties. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. A waiver by any Party of any breach or default by the other Party under this Agreement will not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.
22. Headings. The headings in this Agreement have been inserted for convenient reference and will not be considered in any questions of interpretation or construction of this Agreement.
23. Severability. The provisions of this Agreement are severable and independent, and if any such provision will be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision, to the extent enforceable in any jurisdiction, will, nevertheless, be binding and enforceable.

- 24. Governing Law. This Agreement and the rights of the Parties will be governed by the laws of the State of Ohio and only Ohio courts will have jurisdiction over any action or proceeding concerning the Agreement and/or performance.
- 25. Successors and Assigns. Services may not be subcontracted out by Contractor without prior written consent of UToledo and any attempted subcontracting without UToledo prior written consent will be null and void and of no force and effect. In the event subcontracting is approved by UToledo as permitted within this section, Contractor will bind its subcontractors and suppliers by written agreement to observe all terms of this Agreement. This Agreement will not create any contractual relationship between any such subcontractors or suppliers and UToledo.
- 26. Amendments. No change to any provision of the Agreement will be effective unless it is in writing and signed by both parties.
- 27. 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 term of this Agreement.
- 28. 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 Agreement is void ab initio and Contractor must immediately repay to the State any funds paid under this Agreement.
- 29. Debarment. Contractor certifies that it is not suspended or debarred by the Federal Government or State of Ohio from participating in Federal or State funded projects.
- 30. PCI Compliance. Vendor acknowledges and agrees that it is responsible for the security of all UToledo's cardholder data in its possession, or that is processed on behalf of UToledo. Vendor represents and warrants that during the term of this Agreement and/or while Vendor has involvement with UToledo's cardholder data, the software and services used for processing transactions shall be compliant with current standards established by the Payment Card Industry Security Standards Council (<https://www.pcisecuritystandards.org/>). Vendor shall, upon written request, furnish proof of compliance (an Attestation of Compliance or AOC) with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. PCI-listed Point-to-Point Encryption (P2PE) solution must be implemented for payment card processing. Notwithstanding anything to the contrary in the Agreement, in the event Vendor fails to maintain compliance with the PCI DSS or fails to maintain confidentiality or integrity of any cardholder data, UToledo reserves the right to suspend or terminate the Agreement immediately, without penalty, upon notice to the Vendor.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement as of the dates set forth below.

THE UNIVERSITY OF TOLEDO _____

By:

Name:

Title:

Date:

By:

Name:

Title:

Date:
