



REQUEST FOR PROPOSAL

RFP INFORMATION

RFP Number: FY26-04	RFP Issue Date: 9/2/2025
RFP Title: AIR CHARTER SERVICES	
Proposal Due Date/Time (Eastern): 9/12/2025 at 3:00 p.m.	Number of pages, including this cover sheet and attachments: <u>20</u>

UNIVERSITY CONTACT & SUBMISSION INFORMATION

Name: KIMBERLY SUTTON	Title: CONTRACT MANAGER
Email Address: kimberly.sutton@utoledo.edu	
Please refer to Section 3.7 for submission information. Submit RFP Electronically Email Address: kimberly.sutton@utoledo.edu	

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:	Fax:
	Email:	
	Authorized Signer's Printed Name:	
Authorized Signature:	Authorized Signer's Title:	

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 *(add or delete to this section as needed)*

A. University Certification Form

B. Performance Bond n/a

C. BAA (Business Associate Agreement) – n/a

D. Pricing or Financial Consideration Sheet

E. Other: _____

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: Tuesday, September 2, 2025
- Site Visit (if applicable): n/a
- Questions Submitted by: Friday, September 5, 2025, at 3:00 p.m. EDT
- UToledo Response to Questions by: Tuesday, September 9, at 5:00 p.m. EDT.
- Proposal Due Date/Time: Friday, September 12, 2025, at 3:00 p.m. EDT.
- Supplier Presentations: n/a
- Anticipated Award Date: September 30, 2025

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. 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 either a flash drive or via email. This is determined by the check boxes 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 providing a straightforward, concise description of the Respondent's 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 prior to 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 the 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 will 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 (electronically).
- Regardless of cause, any RFP proposal or revision received after the Due Date/time will not be considered.

3.8 RFP package 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
- ☐ Electronic Version of the Proposal (flash drive)
- ☒ Electronic Version of the Proposal (via email)
- ☐ Hard copy of the Proposal (refer to section 3.2 Proposal Preparation for details)
- ☒ 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.
- ☒ Pricing Matrix – **Attachment D**
- ☐ References
- ☐ Bid Bond – in the amount of \$
- ☒ Proof of Insurance (note: a properly executed insurance certificate will be required prior to issuance of a university contract or purchase order.)

The following **MUST** be submitted within fifteen (15) days of the award of the contract.

- ☐ Performance Bond – in the amount of **XX**% of the total bid. The Performance Bond shall be the responsibility of the Contractor and failure to submit the bond may result in cancellation of the contract.

The Performance Bond must be signed by a surety company authorized to do business in the State of Ohio. **Attachment B**

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, utilizing **Attachment D**. 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** 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.

3.11 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 the 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 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, and reduced life cycle costs. Suppliers are encouraged to identify products, services, or processes that promote environmental stewardship and offer these goods or services as alternatives 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.

3.17 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.

[The balance of this page is left blank intentionally]

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. Factors which 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 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 not to 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 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 the 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).

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, which 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 are not limited to:

Choose or add the ones that apply:

- 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 the vendor
- Green/sustainability initiatives
- Ability to execute the contract in a timely manner.
- Fulfilling the request for information for 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 the Supplier, at Supplier's expense, upon request.

[The balance of this page is left blank intentionally]

SECTION 5: SCOPE OF SERVICES/PROJECT INFORMATION



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

For more information about the University, visit 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) located in Toledo, Ohio, is accepting competitive sealed proposals from qualified companies with extensive experience in Air Charter Services. The University of Toledo is a State of Ohio-funded public academic institution.

The information provided herein is intended to assist suppliers in responding 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.

[The balance of this page is left blank intentionally]

5.3 Scope of Service/Project Information:

Services shall be provided for the athletic competition detailed below.

- a. The UToledo team shall need air charter services for a Basketball game to be held in Amherst, Massachusetts, at the University of Massachusetts (UMASS). The flight departs from Toledo, OH, TOL Aviation. FBO. Details are shown below.

TRIP: TOLEDO, OH -> AMHERST, MASSACHUSETTS (UMASS) 1/19/2026 – 1/20/2026

ITINERARY – DEPARTURES & ARRIVALS	PLANE SIZE & NEEDS	DEPARTURE TIMES (APPROX)	LOCATION OF GAME
<p><u>MONDAY 1/19/2026</u></p> <p>DEPARTURE: TOLEDO, OH TOL AVIATION (FBO) 11501 W. AIRPORT SERVICE RD, SWANTON, OH 43558</p> <p>ARRIVAL: WESTFIED- BARNES REGIONAL AIRPORT (BAF) 110 AIRPORT ROAD, WESTFIELD, MA 01085</p>	30 PASSENGERS	<p><u>MONDAY 1/19/2026</u> ESTIMATED: FLIGHT TIME? DEPARTURE: 1:30 PM</p> <hr/> <p><u>TUESDAY 1/20/2026</u> DEPART AFTER THE GAME APPROXIMATELY 10:00 P.M.</p>	<p>UNIVERSITY OF MASSACHUSETTS</p> <p><u>MULLENS CENTER</u> 200 COMMONWEALTH AVENUE, AMHERST, MA 01003</p>

[The balance of this page is left blank intentionally]

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 **Air Charter Services**. 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.

[The balance of this page is left blank intentionally]

SECTION 6: THE UNIVERSITY OF TOLEDO STANDARD CONTRACT CLAUSES

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 the 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 referencing "email processing" in the subject line with the name of the Contractor and the 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 the 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 an 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 the 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's preferred payment method is credit card, provided 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 be 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, alterations, 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 the 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 of 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 the original destination is the Contractor's responsibility.
7. Contract Remedies.
- A. Actual Damages. Contractor is liable to the University for all actual and direct damage 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 the 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 the 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 bloodborne 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 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 Contractor for the sole purpose of performing Services. 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 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 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. 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. 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. 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. 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, 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 Contractor by the Contract and for a period of seven (7) years after its completion, 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, Patents, 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 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 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 on the University's website: http://www.utoledo.edu/depts/risk/rm/policies/contractor_insurance_frontpage.html. Verification of acceptable coverage meeting University requirements will be furnished to the 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 to 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 the 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 is 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 the 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 its exclusion status and that of its principal employees.

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

[The balance of this page is left blank intentionally]

ATTACHMENT A – UNIVERSITY CERTIFICATION FORM
RFP FY26-04

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 proposal) the specific narrative in the proposal (e.g., page number, paragraph title, sentences) that 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