



# REQUEST FOR PROPOSAL

## RFP INFORMATION

**RFP Number:** FY25-21

**RFP Issue Date:** May 12, 2025

**RFP Title:** Optical Microscope

**Proposal Due Date/Time** (Eastern): June 3, 2025, at 3:00 PM

Email response to [Sharon.Hunt@utoledo.edu](mailto:Sharon.Hunt@utoledo.edu)

Number of pages including this cover sheet and attachments: 19

## UNIVERSITY CONTACT & SUBMISSION INFORMATION

**Name:** Sharon Hunt

**Title:** Contract Manager

**Email Address:** [Sharon.Hunt@utoledo.edu](mailto:Sharon.Hunt@utoledo.edu)

**Please refer to Section 3.7 for submission information.** If a hard copy proposal is being requested, you should choose the method of delivery that will ensure it arrives to the PURCHASING OFFICE prior to the Due Date/Time.

Late proposals as stamped by the Purchasing Office date/time clock will not be considered.

If using method of delivery (Fed-X, UPS or US Postal) you should plan to have the package arrive 1-2 days prior to due date/time to allow for intercampus mail delivery if not hand delivering directly to Purchasing office.

### Delivery Address (hand or courier):

THE UNIVERSITY OF TOLEDO  
PURCHASING DEPARTMENT  
DH 0080  
RFP# FY25-21  
3000 Arlington Avenue  
TOLEDO, OH 43614

## 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 Signer's Signature:

Authorized Signer's Title:

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## ATTACHMENTS/EXHIBITS

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- A. University Certification Form
- B. Other: \_\_\_\_\_

## SECTION 1: DEFINITIONS

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

- 1.1 Award: Agreement, Contract or Purchase Order resulting from this RFP.
- 1.2 Vendor, Supplier, Contractor: Respondent who is officially awarded the business through the RFP process and entered into a contractual agreement with the University.
- 1.3 Proposal: Respondent's formally prepared response to this RFP, which was received by the University.
- 1.4 Due Date/Time: The date and time specified in this RFP by which a Proposal must be received by the University in accordance with this RFP. Proposals received after such date and time will not be considered.
- 1.5 Respondent: Individual or company submitting a Proposal in response to this RFP.
- 1.6 RFP: Request for Proposal
- 1.7 Scope: Scope of Services or Materials identified by 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

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

- RFP Issue Date: May 12, 2025
- Questions Submitted by: May 16, 2025, at 12:00PM EST
- UToledo Response to Questions by: May 20, 2025, by 5:00PM EST
- Proposal Due Date/Time: June 3, 2025, at 3:00 PM EST  
(Email Response)

## SECTION 3: INSTRUCTIONS FOR PROPOSAL SUBMISSION

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

### 3.1 Single Point of Contact:

From the RFP Issue Date until an Award is made and announced by the University, Respondents are **not** allowed to communicate with any University employee, staff, faculty, student, physician or officials regarding this RFP, except at the direction of the University contact listed on the Cover Sheet of this RFP. **Any unauthorized contact will disqualify the Respondent from further consideration of this RFP and any future RFP events of 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 on 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 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 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 [sharon.hunt@utoledo.edu](mailto:sharon.hunt@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 RFP contact, for the duration of the RFP timeline, is to be in written format only (no phone calls will be accepted) and respondents are hereby advised that written communication received after the question-and-answer period will only be responded to as deemed appropriate by the RFP contact.

3.6 University Standard Contract Terms and Conditions:

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

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

3.7 Submission Requirements:

- Proposals must be received by The University of Toledo Purchasing Services Office as per the due date/time listed on RFP cover sheet. This is regardless on the type of submission method requested (electronic or hard copy).
- Regardless of cause, any RFP proposal or revision received electronically or in hard copy after the Due Date/time will not be considered.
- Respondents are responsible for selecting the method of delivery (first class certified mail, return-receipt requested, express mail, or hand-delivery) to ensure the proposal is **received in the Purchasing Office** prior to the due date/time (as determined by the University's Purchasing date stamp clock). For specific directions to the purchasing office listed on the cover page, refer to the purchasing website. <http://www.utoledo.edu/depts/supplychain/>
- University Purchasing Department Office hours for receipt of hard copy Proposals are Monday through Friday, 8 AM through 5 PM, EST. Refer to cover sheet for address of the Purchasing Services office.
- Envelope/package must be securely sealed and clearly marked with the RFP number and RFP Title from the Cover Sheet.

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.

- |                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Signed Cover Sheet  |
| <input type="checkbox"/>            | Electronic Version of the Proposal (flash drive)  |
| <input checked="" type="checkbox"/> | Electronic Version of the Proposal (via email)  |
| <input type="checkbox"/>            | Hard copy of the Proposal (refer to section 3.2 Proposal Preparation for details)   |
| <input checked="" type="checkbox"/> | University Certification Form – <b>Attachment A</b>   |
| <input checked="" type="checkbox"/> | Pricing/Financial Cost  |
| <input type="checkbox"/>            | Proof of Insurance (note: a properly executed insurance certificate will be required prior to issuance of a university contract or purchase order.) |

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, as a separate quote. 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 [sharon.hunt@utoledo.edu](mailto:sharon.hunt@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 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 or reduced life cycle costs. Suppliers are encouraged to identify products, services or processes that promote environmental stewardship and offer these goods or services as alternates to what has been requested. Any exceptions or deviations from the original specifications must be clearly defined.

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

3.17 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 service being requested.

## SECTION 4: GENERAL INFORMATION AND NOTICE TO RESPONDENTS

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The Respondent whose Proposal, in the sole opinion of the University, represents the best overall value to the University will be selected. Factors 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 to not evaluate, shall deem non-responsive, and/or shall disqualify from further consideration any Proposals that do not follow the RFP directives, are difficult to understand, are difficult to read, or are missing any requested information.
- Make an Award by items, groups of items, or, whichever is deemed most advantageous to the University. The University also reserves the right to make multiple awards when it is deemed in the best interest of the University.

### 4.2 Right to Investigate and Reject:

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

### 4.3 Incurred Expenses:

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

### 4.4 Resulting Contract(s):

This RFP, any addenda, the Respondent's Proposal, any addenda or exhibits, best and final offer, and any clarification question responses may be included in any resulting contract(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, who will be responsible for the selection of a firm (or firms) to which a contract may be awarded.

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

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

- Overall quality of the services being offered.
- Capital Investment
- Costs (fees, expenses, commissions, etc... to be charged)
- Reputation of the supplier
- Reference checks
- Ability to execute the contract in a timely manner.
- Fulfilling the request for information per each section of this RFP

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

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

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## SECTION 5: SCOPE OF SERVICES/PROJECT INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

- Prioritize student success, health and well-being
- Create a diverse community built on foundations of respect, inclusion and belonging
- Embrace a people-first culture where we are known for outstanding student experiences, alumni and donor engagement, patient satisfaction and as an employer of choice



- Launch graduates equipped to think critically, act ethically, collaborate and communicate effectively in diverse environments, and apply their knowledge and skills to analyze and solve real-world problems
- Build on our distinct strengths and invest in areas that increase the University's impact
- Foster research, innovation, discovery and creative work that transform our world
- Partner with our communities to advance our mutual success and create opportunity for all
- Inspire a love of life-long learning and commitment to serving others
- Develop and strengthen relationships that invest in our mission to improve the human condition

**Values:**

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

For more information about the University, visit [utoledo.edu](https://www.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 for Optical Microscopes for teaching lab. The microscopes must minimally meet or exceed the specifications detailed below. The University of Toledo is a State of Ohio funded public academic institution.

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

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

UToledo expects the following specifications for the two (2) identical Optical Microscopes:

**Minimum System Requirements:**

- Magnification in the range from 50x to 1000x for the evaluation of materials samples
- Suitable lens objectives or zoom lenses capable of covering the magnification range of 50x to 1000x must be supplied
- Manual X-Y stage and motorized Z stage.
- High resolution camera, controller and suitable software
- The microscope should have capabilities to image in darkfield, brightfield, mixed mode and polarization mode
- A latest generation computer with monitor, fast processor and storage capacity should be provided along with the microscope control software and licenses
- A minimum of 1-year warranty on the microscope and all its accessories should be included
- On-site installation and training should include all labor and travel expenses

Preferred System Requirements:

- All axis motorized stage (XY and Z stage) capable of a 100 mm by 100 mm travel
- Ability to perform advanced 2D & 3D measurements using a suitable camera and software
- Additional warranty beyond the 1-year is desired (year 2 and/or year 3)
- Higher magnification capability of up to 2000x is desired

5.4 Proposal content:

Provide a narrative that describes your understanding and compliance with the scope of services being requested. Please state if your proposal is based on the minimum system requirements or preferred system requirements.

Please describe the installation included in the pricing. Describe what is needed for the installation?

Please describe in detail the onsite application training included in the price. Indicate how many hours recommended for the users. Indicate cost for additional training if needed (on the cost sheet).

Please describe the warranties included in your pricing as to what is included. What is the warranty beyond the first year including what is covered. Provide pricing for the additional warranties on the cost sheet.

5.5 Proposed Cost

Please provide as a separate sheet, a detailed breakdown of the cost for the (2) Optical Microscopes, including any upgradeable capabilities, installation, training, and warranties.

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

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

### I. Order and Payment Provisions

**1. Invoice Requirements.** Preferred delivery of invoices is electronic. Email invoices to [apinvoices@utoledo.edu](mailto:apinvoices@utoledo.edu) referencing "email processing" in the subject line with the name of Contractor and invoice number. If hard copy invoices are to be mailed instead of electronically submitted, address as follows: The University of Toledo, Accounts Payable MS-973, 2801 W. Bancroft St. Toledo, OH 43606. Only one invoice submission method should be utilized to avoid processing delays. Proper invoices must be received by the University within ninety (90) days of the University's acceptance of the Products and Services and match Purchase Order, if applicable, on a line-by-line basis to ensure prompt payment. To be a proper invoice, the invoice must include the following:

- A. The Purchase Order number (if applicable);
- B. University Contract Number (if applicable);
- C. University Billing Address;
- D. Delivery location of Products or Services;
- E. Contractor Name;
- F. Contractor Address;
- G. Contractor's Unique Invoice Number;
- H. Date that Services were provided or Products were delivered;
- I. Itemization of Product or Services provided, including cost;
- J. For leases, the invoice must also include the payment number (e.g., 1 of 36);
- K. For time and material Contracts, the invoice must reflect labor hours actually worked and, if applicable, Product used; and;
- L. Clear statement of total payment expected.

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

**2. Payment Terms.** Unless otherwise indicated on the Contract, payment terms are NET 30 days and will be latter of: the date Products are received; the date the proper invoice is received; the date of successful installation or performance of Services or the University's written acceptance, as solely determined by the University. The University preferred payment method is credit card, providing no additional fees are assessed, followed by ACH and check. The University will have the option of using any of these methods of payment. All appropriate cash discounts offered will accepted.

**3. Time is of the Essence.** Time is of the essence in the Contract. Contractor must deliver Product and Services as required by the Contract or coordinate an acceptable date and time for delivery with the University. If Contractor fails to meet Contract delivery requirements, the University may obtain any remedy as described herein or any other remedy at law.

### II. General Contract Requirements

**1. Term of Contract.** The effective date of the Contract is the effective date stated in the Contract or the date the Contract is fully executed, whichever is later. The Contract will remain in effect until the earliest of: (1) the ending date stated in the Contract; (2) the Contract is fully performed by both parties; or (3) the Contract is canceled, suspended or terminated.

**2. Acceptance of Terms and Conditions.** Contractor's acknowledgment of the Contract, shipment of Product or Service commenced is deemed an acceptance of these Standard Terms and Conditions. No modification of or release from the Contract will be binding on either party unless agreed to in writing by the parties. These Terms and Conditions supersede any other terms and conditions submitted by Contractor in any proposal, acknowledgment or click-through agreement, unless specifically agreed to in writing by the University.

**3. Changes and Completeness.** No substitutions, alteration or additions to the Products or Services are permitted without the advance written consent of the University. The University reserves the right to return Products at Contractor's expense if the Products are billed at a higher price than specified or the Products are non-conforming, unless prior written approval for the modification has been obtained by Contractor from the University. Contractor will be responsible for and assume all travel, office and business expenses incurred in performing the Contract unless pre-approved in writing by the University.

4. Cancellation. The University reserves the right prior to shipment of Product or performance of Services, to cancel the Contract without cause in its entirety or in part by verbal notice followed by written confirmation.
5. Freight Term. Freight term is FOB Destination for domestic delivery or Delivered Duty Paid (DDP) for Contracts utilizing INCOTERMS. Contractor will suitably package Products and prepare for shipment to secure lowest transportation rate and comply with carrier regulations. Each shipping container shall be clearly marked with (a) Contractor name and address; (b) University name, address and Contract; (c) container number, total number of containers; and, (d) identification of container bearing packing slip. Unless otherwise stated in the Contract, Contractor will be responsible for all freight charges.
6. Rights of Inspection/Rejection. All Products will be received subject to the University's right of inspection and rejection on non-conforming or defective goods. Those Products rejected because of inspection will be held for Contractor's inspection at Contractor's risk and, if Contractor directs, will be returned at Contractor's expense. Freight to and from original destination is Contractor's responsibility.
7. Contract Remedies.
- A. Actual Damages. Contractor is liable to the University for all actual and direct damages caused by Contractor's default. The University may self-perform or buy substitute Deliverables from a third party for those that were to be provided by Contractor. The University may recover the costs associated with acquiring substitute Deliverables, less any expenses or costs avoided by Contractor's default.
  - B. Liquidated Damages. If actual and direct damages are uncertain or difficult to determine, the University may recover liquidated damages. Unless otherwise specified, liquidated damages will be in the amount of 1% of the value of the order, Deliverable, or milestone that are the subject of the default, for every day that the default is not cured by Contractor.
  - C. Deduction of Damages from Contract Price. The University may withhold payment and deduct all or any part of the damages resulting from Contractor's default from any part of Contractor's compensation still due on the Contract.
8. Data and Information Control
- A. Confidentiality. Contractor agrees to hold in strict confidence and will not disclose any Data obtained by the Contractor as a result of the Contract, without the written permission of the University. Contractor must assume that all University information, documents, data, source codes, software, models, know-how, trade secrets, or other material is confidential. Contractor shall not use or disclose Data received from or on behalf of University except as required by law, or as otherwise authorized in writing by University. Similarly, Contractor agrees that any and all Data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor, or passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by University.  
  
The Contractor must return all originals of any Data provided by the University and destroy any copies the Contractor has made on termination or expiration of this Contract. The Contractor will be liable for the disclosure of any confidential information. The parties agree that the disclosure of confidential information of the University may cause the University irreparable damage for which remedies other than injunctive relief may be inadequate, and the Contractor agrees that in the event of a breach of the obligations hereunder, the University shall be entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of proving actual damages. This provision shall not, however, diminish or alter any right to claim and recover damages.
  - B. Security & Safety Rules. When using or possessing Data provided by the University or accessing University networks and systems, Contractor, its employees, subcontractors and agents must comply with all applicable federal, state and local laws as well as University rules, policies, and regulations regarding University-provided IT resources, data security and integrity. When on any property owned or controlled by the University, Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.
  - C. Patient Privacy. To the extent applicable to a Contract, the parties hereto agree to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 CFR Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 CFR Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic Transactions Regulations", all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements." The parties further agree not to use or disclose any Protected Health Information (as defined in 45 CFR § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of a Contract. The parties agree to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

D. Ohio Public Records Act. The parties acknowledge that the University, as an instrumentality of the State of Ohio, is subject to the Ohio Revised Code 149.43, et seq., and any and all laws pertaining to public records and is therefore, obligated to disclose public records. Should the University receive a request involving information related to Contractor, including the Contract, the University will immediately notify Contractor of the request. Contractor will have 10 calendar days from the date of the notice to assert any applicable legal rights prohibiting disclosure of the information being sought before such information is released. Contractor hereby perpetually releases the University from all liability associated with the release of such information after this 10 calendar day period. It is understood and agreed that the provisions of this section will survive the termination of the Contract.

9. Compliance. Contractor hereby covenants and agrees that in the course of Contractor's performance of its contractual duties, Contractor will comply with all applicable federal, state, local government statutes, ordinances, regulations and accreditation standards applicable to the University, including those requirements imposed by the Joint Commission, the Medicare/Medicaid conditions of participation and any amendments thereto, as well as, all University policies and procedures. Contractor will immediately provide the University with lawful information, as may be required by the University, pertaining to Contractor's staff who are providing Services. This may include, but is not limited to, educational background, work experience, qualifications, competency levels, criminal background check, personal immunizations, safety training, patient privacy training and blood borne pathogens training.
10. Nondiscrimination. Pursuant to Ohio Rev. Code § 125.111, and The University of Toledo Nondiscrimination Policy, Contractor agrees that Contractor will not discriminate, by reason of race, color, religion, sex, age, national origin, ancestry, sexual orientation, gender identity and expression, military or veteran status, the presence of a disability, genetic information, familial status, political affiliation, or participation in protected activities in the performance of the contracted work.
11. Accessibility. Contractor acknowledges and understands that all Products under a Contract must comply with the Americans with Disabilities Act ("ADA"), 42 U.S.C. 12101 et seq. and Sections 504 and 508 of the Rehabilitation Act 29 U.S.C. 701 et seq. as those laws apply to the University and meet current Web Content Accessibility Guidelines set forth by the World Wide Web Consortium (W3C). Contractor will indemnify, defend and hold the University and their respective trustees, employees, students, agents and servants harmless from all fines, penalties, expenses or awards related to any claims, including requests for accommodations concerning administration of the software and/or hardware under the Contract including but not limited to ADA compliance. Contractor agrees to promptly address and resolve any complaint related to compliance with ADA accessibility requirements of the Products that has been identified and brought to the attention of Contractor. Contractor agrees that Contractor's failure to comply with this section is a material breach of the Contract.
12. Drug Free Workplace. Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all Contractor employees, while working on University property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
13. Ethical Conduct and Conflict of Interest. Contractor represents, warrants and certifies that it and its employees engaged in the administration or performance of this Contract are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws including but not limited to Chapter 102 and Sections 2921.42 and 2921.43 of the Ohio Revised Code. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.
14. Use of Marks/Advertising. Contractor will not appropriate or make use of the University's name or other identifying marks or property in any promotion, advertising, or in any manner without prior written consent of the University's Office of Marketing and Communications.
15. Independent Contractor. Contractor agrees that it is an independent contractor, and not an agent, partner or employee of the University. Contractor understands that it does not have the authority to sign agreements, notes or obligations or to make purchases or dispose of property for or on behalf of the University. Contractor's personnel are not employees or agents of the University at any time or for any purpose. This includes application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code and for state revenue and tax laws, state workers' compensation laws and state unemployment insurance laws. Contractor accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Contractor in the performance of the Services authorized by the Contract.
16. Material Transfer.
  - A. If applicable, the University may provide material to 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. Citizen 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, Patent and Copyrights/Public Use. The University shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by 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 requirements of this Agreement, and free from defects in material, workmanship and design for one (1) year from initial operations. Contractor warrants that:
- A. The recommendations, guidance, and performance of Contractor under the Contract will be in accordance with the industry's professional standards, the requirements of the Contract and without any material defect.
  - B. No Deliverable will infringe on the intellectual property rights of any third party.
  - C. All warranties are in accordance with Contractor's standard business practices.
  - D. The Deliverables are merchantable and fit for the particular purpose described in the Contract and will perform substantially in accordance with its user manuals, technical materials, and related writings.
  - E. The Deliverables comply with all governmental, environmental and safety standards.
  - F. Contractor has the right to enter into the Contract.
  - G. Contractor has not entered into any other contracts or employment relationships that restrict Contractor's ability to perform under the Contract.
  - H. Contractor will observe and abide by all applicable laws and regulations, including those of the University regarding conduct on any premises under the University's control.
  - I. Contractor has good and marketable title to any Deliverable delivered under the Contract for which title passes to the University.
  - J. Contractor has the right and ability to grant the license granted in any Deliverable for which title does not pass to the University.

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

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

#### IV. Miscellaneous Provisions

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

Further, Contractor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC Section 153.02 or ORC Section 125.25. If this representation and warranty is found to be false, the Contract is void ab initio and Contractor will immediately repay to the University any funds paid under the Contract.

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**ATTACHMENT A – UNIVERSITY CERTIFICATION FORM**  
**RFP FY25-21**

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