



REQUEST FOR PROPOSAL

RFP INFORMATION

RFP Number: FY27-03	RFP Issue Date: September 25, 2026
RFP Title: Comprehensive Campus Bookstore and Retail Services	
Proposal Due Date/Time (Eastern): December 16 2026, at 3:00 P.M.	Number of pages including this cover sheet and attachments: 25

UNIVERSITY CONTACT & SUBMISSION INFORMATION

Name: Kim Sutton	Title: Contract Manager
Email Address: kimberly.sutton@utoledo.edu	
Please refer to Section 3.7 for submission information. Submit the RFP electronically to kimberly.sutton@utoledo.edu; it must be transmitted as a single zip file. or If you should choose to submit a hard copy proposal, you should choose the method of delivery that will ensure it arrives at the PURCHASING OFFICE <u>prior</u> to the Due Date/Time. Late proposals as stamped by the Purchasing Office date/time clock will not be considered. If using a method of delivery (Fed-X, UPS, or US Postal), you should plan to have the package arrive 1-2 days prior to the due date/time to allow for intercampus mail delivery if not hand-delivering directly to the Purchasing Office.	Delivery Address (hand or courier): THE UNIVERSITY OF TOLEDO PURCHASING DEPARTMENT DOWLING HALL 0080K RFP# FY27-03 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 Signature:	Authorized Signer's Title:	

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Attachment A - University Certification Form

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 the basis of Respondent Proposal.
- 1.8 University or UToledo: The University of Toledo.
- 1.9 Addendum: Refers to a document issued by the Contract Manager which modifies this Request for Proposal or provides additional information to respondents.
- 1.10 IUC-PG: Inter-University Council Purchasing Group is comprised of purchasing officers of state-funded institutions of higher education in Ohio. The IUC operates under the requirements of the Ohio Revised Code, the by-laws of the Inter-University Council, the policies and procedures of the IUC-PG and the policies of each institution as authorized by each institution's Board of Trustees.
- 1.11 May, should: Indicates an item is requested but not mandatory. If the respondent fails to provide 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: 9/25/2026
- Site Visit: 10/14/2026, 10:00 a.m., Student Union
- Questions Submitted by: 11/1/2026
- UToledo Response to Questions by: 11/12/2026
- Proposal Due Date/Time: **12/16/2026**
- Supplier Presentations: 1/20/2026
- Anticipated Award Date: 2/15/2027

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 official regarding this RFP, except at the direction of the University contact listed on the Cover Sheet of this RFP. **Any unauthorized contact will disqualify the Respondent from further consideration of this RFP and any future RFP events of the same nature.**

3.2 Proposal Preparation:

- Respondents must develop and submit a complete and accurate Proposal to this RFP. Proposals must adhere to all directives contained herein and must follow the chronology of this RFP as specified. All documents, as checked in Section 3.8, are required to be part of the proposal submission.
- An electronic copy of the Proposal is the ***preferred submission*** type to be presented via email. **Proposals submitted electronically must be transmitted as a single zip file containing all required proposal documents and attachments.** The zip file shall be named using the RFP number and Respondent's legal business name. The University is not responsible for delays, failed transmissions, corrupted files, or inaccessible electronic submissions. Respondents are encouraged to verify successful delivery prior to the submission deadline. This is determined by the checkboxes in Section 3.8 RFP Package Requirements Checklist.
- For hard copy submissions: Respondent is to submit two (2) quality proposal copies with one (1) original Proposal which is to be bound into a single document and clearly marked "ORIGINAL". Remaining copies should be individually bound and clearly marked "COPY". Should a discrepancy arise between various copies of the RFP, information contained in the "ORIGINAL" will prevail over conflicting information.
- Proposals should be prepared providing a straightforward, concise description of Respondents' capabilities to satisfy the requirements of the Request for Proposal. Emphasis should be on completeness and clarity of content. Unnecessarily elaborate brochures or other presentations beyond that sufficient to respond to each section and beyond that sufficient to present a complete and effective bid response are neither necessary nor desired.
- Respondent may include any optional data not requested yet considered by the Respondent to be pertinent to this RFP. Any such information should be clearly marked as optional.
- Any Proposal that does not include the express requirements of this RFP and any University-issued addenda shall be considered an incomplete Proposal and rejected.

3.3 Site Visit/Pre-Proposal Conference:

A Site Visit/Pre-proposal conference will be held on **Wednesday, 10:00 a.m., October 14, 2026**, start location at **Lancelot Thompson Student Union, 2965 W Centennial Dr, Toledo, OH 43606**; Savage Arena, 2025 N Douglas Rd John F. Savage Arena, Toledo, OH 43606; Glass Bowl Stadium, 1745 Stadium Dr, Toledo, OH 43606; and University of Toledo Medical Center, 3000 Arlington Ave., Toledo, OH 43614. All respondents are encouraged to attend. This will be the only comprehensive tour of the **Student Union, Savage Area, Glass Bowl Stadium, and Health Science Campus C-store** facilities. A maximum of 3 attendees will be permitted to attend. Please provide the names of the 3 individuals via email to kimberly.sutton@utoledo.edu no later than 10/9/26.

In order to maintain the competitive nature of the bidding process, the University reserves the right to cancel any pre-proposal conference when fewer than two (2) companies are in attendance.

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 in the RFP in consecutive order, from beginning to end, following the RFP's chronology. 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:

The standard contract terms and conditions in Section 6 are incorporated for reference only and represent clauses that may typically appear in an executed agreement involving the University. Respondents are not expected to 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.
- Regardless of cause, any RFP proposal or revision received electronically transmitted in a zip file 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.

- ☒ Signed Cover Sheet
- ☐ Electronic Version of the Proposal (flash drive)
- ☒ Electronic Version of the Proposal (**via email, must be transmitted as a single zip file containing all required proposal documents and attachments**) (Preferred option)
- ☒ Hard copy of the Proposal (**refer to section 3.2 Proposal Preparation 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.
- ☒ 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.)

3.9 Pricing Format:

- Respondents must clearly outline their fee structure including initial up-front costs and any ongoing yearly maintenance, licenses, services, and support fees. This 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 and Service Models:

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. The University seeks innovative and comprehensive solutions for the operation of its campus bookstore and retail services. Respondents may submit proposals for a fully integrated solution or for individual service components.

Service components may include, but are not limited to:

- Campus bookstore operations
- Spirit wear retail operations
- eCommerce and online retail operations
- In-venue merchandise sales and event retail operations

Respondents may submit proposals for one or more components, either independently or in partnership with another entity. Proposals involving multiple entities must clearly identify all participating organizations and describe each party's responsibilities.

The University reserves the right to award all services to a single respondent or to multiple respondents if determined to be in the University's best interest.

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 an alternative 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.

SECTION 4: GENERAL INFORMATION AND NOTICE TO RESPONDENTS

The Respondent whose Proposal, in the sole opinion of the University, represents the best overall value will be selected. Factors include compliance, quality, ability to perform, responsibility, past performance, financial return and value, implementation risk, and the clarity and supportability of the proposed solution. Price and discounts are factors but are not the sole basis for Award.

4.1 Rights Reserved

The University, in its sole discretion and best interest, may:

Accept or reject any or all Proposals or portions.

Withhold an Award and waive, or decline to waive, irregularities, informalities, or technicalities.

Request clarification that does not materially alter a Proposal.

Hold Proposals for up to ninety (90) days after the Due Date/Time.

Cancel, suspend, amend, or reissue this RFP.

Invite some, all, or none of the Respondents to interviews, demonstrations, presentations, site visits, and further discussions.

Negotiate a possible Contract and request best and final offers.

Disqualify or reject Proposals that fail to follow instructions, omit information, contain material exceptions, or are illegible or unclear.

Award by item, group, service component, location, or other advantageous combination.

Make one or multiple Awards.

4.2 Right to Investigate and Reject

The University may investigate a Respondent's responsibility, financial capacity, experience, ability to perform, and compliance. The University may reject a Proposal when submitted information, due diligence, or reference results do not demonstrate adequate qualification and capability.

4.3 Incurred Expenses

All costs of preparing a Proposal or participating in demonstrations, presentations, interviews, site visits, samples, due diligence, and negotiations are the Respondent's responsibility and may not be charged to the University.

4.4 Resulting Contract(s)

This RFP, University addenda, the successful Proposal, clarifications, best and final offer, and mutually accepted exhibits may be incorporated into a resulting Contract. The resulting Contract will state the order of precedence.

4.4.1 Cooperative Use

Respondents shall state whether they will extend the resulting Contract to IUC-PG or OCA members. Participation is voluntary and not an evaluation factor. Cooperative use must not reduce service, pricing, availability, or obligations to the University. State any limitations.

Organization	Yes	
IUC-PG	☐	☐
OCA	☐	☐

4.5 Evaluation Process and Contract Term

A University committee will evaluate timely Proposals and select the Respondent or combination of Respondents offering the best overall value. Respondents should organize responses by the criteria below and provide measurable evidence.

4.5.1 Evaluation Criteria and Weights

Evaluation Category	Weight
Technology, Online Capabilities, Technical Approach and Service Delivery	25%
Goals and Objectives Alignment	15%
Mandatory Requirements Compliance	15%
Financial Proposal, Value-Added and Investment	25%
Operations Management Experience, Staffing and Qualifications	15%
Transition, Implementation and Risk Management	5%

4.5.2 Technology, Online Capabilities, Technical Approach and Service Delivery (25%)

Store management philosophy, staffing methodology, customer service, inventory controls, and sales forecasting.
 E-commerce, mobile, point-of-sale, inventory, fulfillment, reporting, and data analytics.
 Banner integration, authentication, cybersecurity, data protection, accessibility, and continuity.
 Textbook adoption, publisher relationships, used books, rentals, OER, Inclusive Access, and equitable access.
 Comparable implementation examples.

4.5.3 Goals and Objectives Alignment (15%)

Describe how the solution supports student success, affordability, campus spirit, academic achievement, enrollment growth, engagement, retail modernization, and University strategy. Include measurable examples.

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4.5.4 Mandatory Requirements Compliance (15%)

Provide a matrix identifying whether each requirement is met or exceeded and cross-reference the Proposal. Failure to meet a mandatory requirement may result in disqualification.

Requirement	Comply	Exceed	Explanation / Reference
Spirit Store Management	Yes/No	Yes/No	
Health Science Campus Retail	Yes/No	Yes/No	
Online Store	Yes/No	Yes/No	
Banner Integration	Yes/No	Yes/No	
Athletic Support	Yes/No	Yes/No	
Complete Economic and Compensation Proposal	Yes/No	Yes/No	
Lease or Occupancy Payment Proposal	Yes/No	Yes/No	
Vendor-Funded Build-Out and Capital Investment	Yes/No	Yes/No	
Financial Upside-Sharing Proposal	Yes/No	Yes/No	
Five-Year University Compensation Schedule	Yes/No	Yes/No	
Gross Sales Definition and Permitted Deductions	Yes/No	Yes/No	

4.5.5 Financial Proposal, Value-Added and Investment (25%)

Consolidated five-year schedule of guaranteed and contingent compensation.

Commission rates by category, component, channel, and location.

Minimum annual guarantee and relationship to percentage commission.

Market Rate Lease or occupancy payments.

Vendor-funded capital investment and build-out.

Tiered commission or other upside-sharing structure.

Gross Sales and commissionable-sales definitions and all deductions.

Below-projection, projected, and above-projection calculations.

Five-year proforma and assumptions.

Reporting, reconciliation, payment, and audit processes.

Value-added commitments with dollar value, timing, conditions, and intended use.

Evaluation will consider guaranteed and projected return, occupancy compensation, capital investment, participation above proforma, affordability, assumption quality, reporting transparency, and enforceability of commitments.

4.5.6 Operations Management Experience, Staffing and Qualifications (15%)

Company history, ownership, organization, financial stability, and certifications.

Higher-education experience and comparable accounts.

Proposed organization, manager qualifications, schedule, oversight, student employment, training, retention, and succession.

Current clients, lost clients, references, and measurable outcomes.

4.5.7 Transition, Implementation and Risk Management {5%}

Transition timeline and readiness milestones.
Staffing transition and current-personnel engagement.
Inventory transfer, liquidation, replacement, and ownership.
Technology implementation, integration, testing, and training.
Facilities design, permitting, construction, and build-out.
Risk register, mitigation, contingencies, and examples.

4.5.8 Additional Evaluation Activities

The University may conduct reference checks; request clarifications, samples, demonstrations, or presentations; and visit comparable facilities. Respondents bear participation and sample costs. Samples may be retained or returned at the Respondent's expense.

4.5.9 Contract Term

The initial term is five (5) years. The parties may mutually agree in writing to one additional five (5)-year term. Renewal is not guaranteed and depends on satisfactory performance, continued need, authority, and mutually acceptable terms.

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SECTION 5: SCOPE OF SERVICES/ PROJECT INFORMATION



5.1 General Information about The University of Toledo

The University of Toledo is a public research university and academic medical center in Toledo, Ohio. UToledo serves students, faculty, staff, alumni, patients, visitors, and the community through academic, research, health care, athletic, and public-service activities. Respondents should review current University information and campus resources when preparing Proposals.

UToledo's mission is to improve the human condition by educating future-ready graduates, cultivating leaders, advancing knowledge, caring for patients, and engaging communities. Strategic priorities include student success; health and well-being; respect, inclusion, and belonging; outstanding experiences; research and innovation; partnership; fiscal stability; sustainability; efficiency; and operational excellence.

5.1.1 Campus and Operating Environment

Main Campus includes academic buildings, residence halls, the Lancelot Thompson Student Union, Glass Bowl, Savage Arena, and other student and athletic facilities. Health Science Campus includes health-professions programs, UTM, and related operations. Services must support in-person, online, hybrid, athletic, special-event, and community-facing activities.

5.2 Project Overview

"Bookstore Services" includes the online textbook platform; Main Campus Spirit Store; Health Science Campus retail; Athletics and event merchandise; order fulfillment; and all associated retail, technology, service, reporting, marketing, staffing, inventory, and support. The University may award an integrated solution or separate components under Section 3.14.

The Contractor shall furnish all management, labor, equipment, goods, supplies, technology, systems, and resources needed to operate the services. Athletic retail may include permanent and temporary locations, kiosks, pop-up shops, mobile units, online promotions, and sales at University-designated contests and events.

Anticipated locations include the second floor of the Lancelot Thompson Student Union; Savage Arena; Glass Bowl Stadium; first-floor UTM retail space; a first-floor Student Union order-pickup area; and one office in the Student Union Shipping and Receiving area. Final spaces and occupancy terms **will** be documented in the Contract or a related occupancy instrument.

The University seeks a strategic partner that improves affordability and access, enhances satisfaction, expands branding, supports academic and athletic programs, and maximizes sustainable financial performance.

5.3 Goals and Objectives

- Provide timely access to course materials in print, digital, rental, used, Inclusive Access, equitable access, and other approved formats.

- Reduce course-material costs through transparent pricing, publisher partnerships, used books, rentals, OER, and flexible access.

- Provide convenient online services.

- Offer quality University-branded merchandise, supplies, equipment, apparel, gifts, convenience items, and specialty products.

- Support academics, Athletics, student organizations, residence life, alumni, events, and growth.

- Maintain clean, safe, accessible, attractive, stocked, and professionally managed retail environments.

- Provide effective staffing, inventory, customer service, reporting, and technology.

- Use analytics and customer research to improve service and revenue.

Scale for enrollment, program, and event growth.

Provide transparent financial value through commissions, guarantees, occupancy payments, capital investment, sponsorships, value-added commitments, and upside participation.

5.4 Mandatory Project Requirements

Mandatory requirements must be addressed and areas exceeding requirements identified. Failure to comply may result in disqualification.

5.4.1 Main Campus Spirit Store Management

Provide staffing, inventory, merchandising, customer service, cash controls, reporting, and loss prevention.

Comply with Security, Police, IT, accessibility, licensing, brand, and facility requirements.

Provide requested special-order programs, including class rings and commencement regalia sales or rentals.

5.4.2 Health Science Campus Retail Management

Provide full management to the extent included in the Award.

Comply with applicable University, medical-center, privacy, safety, IT, accessibility, licensing, brand, and facility requirements.

Provide requested special-order and convenience retail services.

5.4.3 Textbook and Course Material Services

Provide course materials in appropriate formats.

Use transparent, competitive pricing.

Comply with applicable financial-aid disclosure and reporting requirements.

Maintain publisher and distributor relationships for timely fulfillment.

Provide price matching and buyback services.

5.4.4 Online Bookstore and Technology

Secure online access to products, textbooks, digital materials, and merchandise.

Customer support through live chat, email, help desk, telephone, or comparable channels.

Third-party payer and approved drop-ship support.

Banner and other approved system interfaces.

Disclosure of SaaS/cloud or on-premises architecture, authentication, hosting, integration, data extraction, and transition costs.

Real-time or near-real-time inventory, secure transactions, accessible interfaces, and reporting.

5.4.5 Merchandise Sourcing and Vendor Relationships

Provide major merchandise, apparel, headwear, promotional-product, gift, technology, convenience, and retail partners, with product categories, relationship type, collegiate licensing, custom or exclusive offerings, and institutions served.

Identify University-licensed suppliers or experience with collegiate licensing and trademarks. Describe sourcing of team-issued, name-image-likeness, limited-edition, event-specific, residence-hall, convenience, and specialty products.

5.5 Marketing, Athletics, Engagement and Growth

5.5.1 Marketing Support

Partner with the University's current Athletics multimedia-rights partner as directed.

Identify annual guaranteed and contingent marketing budgets.

Provide customized sales, merchandise, pop-up, team-specific, and event promotions.

Grow the brand through physical, e-commerce, in-venue, social-media, and event retail.

Provide customer service and University performance-monitoring practices.

Describe hot-market and rapid-response merchandising.

Coordinate with the sideline apparel provider and describe team-issued procurement.

Cross-promote through sponsorships, game-day advertising, marketing, and ticketing.

Provide promotional commitments and advertising expenditures.

5.5.2 Other University Program Support

Partner with Residential Housing on campus-living bundles.

Support growing University programs through branded merchandise, displays, online channels, and promotions.

Support academic departments, student organizations, alumni, commencement, events, and community partnerships.

5.5.3 Engagement Strategy and Scalability

Engage with University events, culture, and community partnerships.

Use analytics and research to respond to trends and grow revenue.

Propose a governance and review cadence.

Scale for enrollment, program, and event growth.

5.6 Transition and Inventory Management

5.6.1 Transition Planning

Timeline for design, approvals, permitting, move-in/out, staffing, IT, inventory, training, testing, and opening.

Cooperation with the outgoing provider to maintain continuity.

Strategy for evaluating, retaining, recruiting, or onboarding current staff.

Coordination with IT, Purchasing, Facilities, Finance, Athletics, Academic Affairs, Risk Management, Police, Marketing, and other units.

Risk register with dependencies, mitigations, owners, and contingencies.

5.6.2 Inventory Management

State whether existing inventory will be purchased, transferred, liquidated, replaced, or otherwise handled.

Describe treatment of textbooks, merchandise, fixtures, furnishings, and point-of-sale equipment.

Identify valuation, counts, reconciliation, title transfer, shrinkage, obsolete stock, and dispute procedures.

Provide comparable transition examples.

5.7 Financial Information

Required financial response: Address Sections 5.7.1 through 5.7.8 in order and provide a consolidated five-year schedule reconciled to the proforma.

5.7.1 Economic Proposal and Compensation to the University

Provide a complete and transparent economic proposal identifying all compensation, payments, investments, and benefits to the University, with calculations, reporting, timing, and payment methods.

Commission rates by sales category, component, channel, and location.

Minimum annual guarantee and whether the University receives the greater of the guarantee or calculated commission.

Fixed payments, incentives, occupancy payments, sponsorships, capital contributions, scholarships, marketing, technology, and in-kind consideration.

Definitions of Gross Sales and commissionable sales and every exclusion, deduction, credit, refund, allowance, tax treatment, or adjustment.

Payment timing.

Five-year schedule of projected University benefits by category and year.

Illustrative below-projection, projected, and above-projection calculations.

All contingencies, thresholds, escalators, caps, offsets, and limitations.

Clear identification of guaranteed versus contingent consideration.

Undisclosed financial terms may not be considered or charged to the University. The University may negotiate a structure aligned with institutional goals and sustainability.

5.7.2 Lease or Occupancy Payments for University-Provided Space

The Contractor will compensate the University for use of University-controlled retail, fulfillment, office, storage, and related spaces. Propose an annual payment for each space. The University does not intend to provide rent-free occupancy unless expressly approved in the resulting Contract.

Annual payment for each location.

Fixed, per-square-foot, percentage-of-Gross-Sales, or combined methodology.

Annual escalation.

Any requested rent-free, reduced-rent, build-out, transition, or commencement period.

Adjustment, suspension, credit, or abatement conditions.

Allocation of utilities, telecommunications, network, custodial, trash, maintenance, repairs, security, insurance, and operating costs.

Additional space or accommodations requested.

Treatment upon renewal, expiration, early termination, relocation, closure, or reduced space.

The University may negotiate the amount and structure. Occupancy will be governed by the Contract and any lease, license, use agreement, or occupancy schedule required by the University.

5.7.3 Capital Investment, Build-Out and Furnishings

The Contractor is responsible, at its sole cost and expense, for capital investment, design, construction, renovation, equipment, fixtures, furnishings, technology, signage, inventory, infrastructure, and other resources needed to prepare and operate assigned spaces. The University does not intend to fund, finance, or reimburse build-out unless expressly agreed in a fully executed Contract.

Location-specific improvement descriptions and concepts.

Plans, layouts, renderings, drawings, and equipment schedules.

Itemized budgets and cost-estimate bases.

Investment value, timing, and funding source.

Property to be installed.

Design, approval, permitting, procurement, construction, installation, inspection, testing, and readiness schedule.

Every assumed University contribution or assistance. Unstated assistance may not be presumed.

Ownership, removal, restoration, and disposition at expiration or termination.

Amortization schedule and annual unamortized balance.

Any requested repayment or reimbursement.

All work requires prior written approval and compliance with applicable law, codes, accessibility, University standards, permits, inspections, and public-institution construction requirements. Amortization beyond five years does not guarantee renewal, and the University is not responsible for unamortized investment unless the final Contract expressly states otherwise.

5.7.4 Five-Year Pro Forma Financial Projection

Provide a realistic, internally consistent five-year proforma aligned with operations, staffing, technology, capital, marketing, and occupancy plans. By year, location, channel, and major category, include:

Gross sales and unit or transaction assumptions.

Cost of goods sold and gross margin.

Operating expenses, including staffing, utilities, maintenance, technology, marketing, occupancy, insurance, and overhead.

Capital and renovation costs.

Operating and net income or loss.

Commission, guarantee, occupancy, upside, and other University values.

Enrollment, pricing, mix, digital versus physical, inflation, events, investment, and material assumptions.

Sensitivity analysis for below- and above-projection scenarios.

Reconcile each year the five-year University compensation schedule.

5.7.5 Financial Performance and University Participation in Upside

Describe how the University participates financially when actual performance exceeds accepted proforma assumptions. Propose a tiered commission as the primary response; an alternative auditable structure may also be submitted.

Performance measure, baseline, threshold, and tier by year.

Whether increased rates apply to all annual Gross Sales or only the increment.

Additional amount or percentage at each tier.

Adjustments for enrollment, inflation, location or service changes, extraordinary events, and material changes.

Illustrative calculations.

Calculation and payment timing.

Validation reports and records.

All exclusions, offsets, caps, deductions, and limitations.

5.7.6 Financial Reporting, Payment, Reconciliation and Audit Rights

Remit monthly commissions, occupancy payments, upside amounts, and other amounts due no later than twenty (20) calendar days after month-end unless the Contract states otherwise. Each payment statement shall separate location, channel, component, and category and show Gross Sales, permitted deductions, commissionable sales, rates, guarantee accrual, occupancy payment, upside calculation, credits, and total due.

Provide an annual reconciliation within thirty (30) calendar days after each Contract year and pay any balance due.

Maintain complete and accurate auditable records for revenue, cost, payroll, expenses, inventory, transactions, and payments. The University shall have access to relevant records and supporting documentation as allowed by the Contract.

Retain records for seven (7) years after the later of the transaction or Contract completion. Perform a final reconciliation at expiration or termination.

5.7.7 Contractor Costs and University Cost Exposure

Identify every amount the Respondent expects the University to pay, including software, hardware, implementation, integration, migration, cloud storage, training, support, maintenance, professional services, third parties, escalators, data extraction, transition, and early termination. Except for amounts expressly disclosed and accepted in the Contract, all costs are included in the Respondent's model and may not be billed to the University.

5.7.8 Value-Added Commitments and Preferred Pricing

Identify capital contributions, scholarships, sponsorships, marketing, technology, event support, engagement, and community commitments. State value, timing, conditions, intended use, and whether guaranteed or contingent. Describe discounts for faculty/staff, students, and University departments or affiliates, including eligibility, verification, structure, limits, access, marketing, duration, and renewal.

5.8 Price Matching Policy

The bookstore shall match the lowest available price from an authorized competitor, including an authorized online retailer, for an identical new edition of a textbook or course material, subject to disclosed and University-approved eligibility rules. Price matching is requested at sale and may be verified through a current advertisement, website price, or official quote. The Contractor shall communicate price matching and buyback policies and train staff.

5.9 Textbook Adoption and Communication Requirements

Provide submission, review, confirmation, and tracking processes.

Provide a faculty interface with re-adoption, missing-order reporting, and no-book section capabilities.

Make adopted materials available within the University-established timeframe of 90 days each term.

Integrate approved digital materials with the University learning-management system.

Offer optional Inclusive Access, equitable access, or First Day programs.

Communicate edition, price, and availability changes.

Maintain an adoption contact, status reports, and buyback program.

The University may establish a Bookstore/Textbook Advisory Committee. The Contractor's manager shall meet with the committee, University officials, deans, chairs, faculty, and other stakeholders as requested and cooperate in service improvement.

5.10 Research Resource Benchmarking and Expansion Opportunity

Describe opportunities to complement University Libraries resources, including databases, reference materials, journals, research eBooks, digital collections, archives, special collections, and open-access platforms or consortia. Identify provider, resource type, scope of use, and known licensing limitations. This is exploratory and does not guarantee future purchase.

5.11 Student Engagement, Hours and Parking

Describe student employment, internship, experiential-learning, and engagement opportunities. Operate on a schedule convenient to the University community and provide additional hours for special events as required. Changes require approval. Contractor personnel may obtain parking at their cost under applicable parking-provider rules.

5.12 Qualifications and Experience

5.12.1 Desirable Qualifications

- Relevant credentials, industry affiliations, memberships, and recognitions.
- Staffing plan with roles, levels, hours, management, oversight, and key-person biographies.
- Comparable project location, manager, scope, goals, methods, milestones, and outcomes.
- Innovation, flexibility, and value-added services.

5.12.2 Mandatory Qualifications

- At least five (5) years managing college or university bookstores.
- Audited financial statements for the past three fiscal years and evidence of capacity.
- At least five comparable references, including at least two lost accounts.
- At least three active higher-education contracts with terms, scope, and contact.
- Qualified full-time on-site management and academic/athletic coordination experience.
- Point-of-sale, online, inventory, and technology capabilities required by this RFP.

Provide engagement dates, satisfaction data, performance metrics or case studies, and stakeholder-feedback methods and examples.

5.13 Utilities, Maintenance and Other Operating Costs

In addition to occupancy payments, the following apply unless the Contract states otherwise:

- The University will provide heat, water, electricity, and air conditioning under the occupancy arrangement. The Contract will state whether costs are included, allocated, metered, or limited.
- The University will maintain normal wear and tear of facilities. The Contractor is responsible for its fixtures, furnishings, equipment, technology, signage, systems, and damage.
- Alterations require approval and are at Contractor expense unless otherwise agreed.
- The University is not responsible for business loss caused by utility or mechanical interruption, disaster, or similar events except as the Contract states. The Contractor shall insure its risk.
- Existing telephone service may be available. Upgrades, modifications, usage, and added services are Contractor costs.
- The Contractor is responsible for computing, approved network connections, software, licenses, and hosting unless otherwise stated.
- Mail and trash services may be charged.
- The Contractor shall cooperate with University Police and follow University emergency procedures.

5.14 Oral Presentations

The University may require virtual presentations through Microsoft Teams. Presentations clarify but may not materially alter Proposals unless the University requests the best and final offer. The anticipated format is thirty (30) minutes plus fifteen (15) minutes for questions. Topics may include company overview, staffing, higher-education and NCAA experience, affordability, innovation, engagement, transition, build-out, and financial-model clarification.

5.15 Vendor Response Format

1. Executive Summary
2. Corporate Profile
3. Understanding of University Objectives
4. Higher Education Experience and Qualifications
5. Online Bookstore Capabilities and Technical Approach
6. Textbook Affordability, Adoption and Inclusive Access Strategy
7. Spirit Store and Health Science Campus Retail Management
8. Athletics, Event Retail, Marketing and Engagement
9. Staffing, Inventory and Transition Plan
10. Technology Platform, Integration, Security and Accessibility
11. Financial Proposal and Five-Year University Compensation Schedule
12. Lease or Occupancy Proposal
13. Capital Investment, Build-Out and Furnishings Plan
14. Five-Year Pro Forma and Upside-Sharing Proposal
15. References
16. Required Forms and Attachments
17. Exceptions, Assumptions and Requested University Support

Responses shall cross-reference RFP sections and identify requirements, enhancements, value-added services, outcomes, assumptions, exceptions, and evidence. Financial information must be consistent across all schedules and narratives.

5.16 Contract Term and Award

The Contract will begin on a mutually agreed date and continue for five (5) years, with one possible mutually agreed five (5)-year renewal. Renewal is not guaranteed. Award will be made to the Respondent or Respondents offering the best overall value. The University may award a Respondent other than the one offering the highest headline commission when another Proposal provides superior overall value, affordability, service, investment, risk allocation, feasibility, or transparency.

5.17 Insurance and Workmanship

The Contractor shall perform professionally and maintain insurance meeting the University's current requirements. Before services, provide evidence of coverage and additional-insured status when applicable. Maintain workers' compensation as required. Section 6 and the resulting Contract govern detailed insurance, indemnification, and liability obligations.

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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 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 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 when 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 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.
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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 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 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 is 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 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 a 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 MERCHANT ABILITY 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, 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 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 damage due to the fault or negligence of Contractor.

IV. Miscellaneous Provisions

1. Governing Law. Contracts 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 non-material 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 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 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 and will be suspended during the term of the Contract 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 FY27-03

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 agree, on behalf of your firm, to the specifications of this RFP and accept, 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