



REQUEST FOR PROPOSAL

RFP INFORMATION

RFP Number: FY16-13	RFP Issue Date: October 5, 2015
RFP Title: University Branding	
Proposal Due Date/Time (Eastern): Wednesday, October 21 2015 at 3:00 P.M.(EST)	Number of pages including this cover sheet and attachments: 18

UNIVERSITY CONTACT & SUBMISSION INFORMATION

Name: Sharon Hunt	Title: Contract Manager	
Email: Sharon.hunt@utoledo.edu	PH: 419-530-8716	FX: 419-530-871
U.S. Postal Mailing Address: THE UNIVERSITY OF TOLEDO PURCHASING SERVICES MS 460 Attn: Sharon Hunt RFP# FY16-13 2801 W. BANCROFT ST. TOLEDO, OH 43606	Hand or Courier Delivery Address: THE UNIVERSITY OF TOLEDO PURCHASING SERVICES LR, 2 nd Floor, Room 2190B Attn: Sharon Hunt RFP# FY16-13 2165 E. Scott Park Drive TOLEDO, OH 43607	

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:	
State Classifications	Federal Classifications	
State of Ohio Certified MBE Yes <input type="checkbox"/> No <input type="checkbox"/> State of Ohio Certified EDGE Yes <input type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/> Woman Business Enterprise <input type="checkbox"/> Small Disadvantaged Business <input type="checkbox"/> Veteran Owned Business	
<i>If box is marked Yes, please supply a copy of each certification checked as part of proposal submission.</i>		

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ATTACHMENTS/EXHIBITS

The following are available on the Scout RFP website:

A. University Certification Form

Response Sheet

Section 1 Consideration

Section 2 Proposal Content

Section 3 Price Specifications

SECTION 1: DEFINITIONS

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

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

- 1.12 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.
- 1.13 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

The University will make every effort to adhere to the schedule detailed below:

- RFP Issue Date: October 5, 2015
- Questions Submitted via Scout RFP website by: October 9, 2015 by 1:00 PM
- University Response to Questions via Scout RFP website: October 14, 2015
- Proposal Due Date/Time: October 21, 2015
- Vendor Presentations: TBD
- Anticipated Award Date: October

SECTION 3: INSTRUCTIONS FOR PROPOSAL SUBMISSION

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

- 3.1 Single Point of Contact:
From the RFP Issue Date until an Award is made and announced by the University, Respondents are **not** allowed to communicate with any University employee, staff, faculty, student, physician or officials regarding this RFP, except at the direction of the University contact listed on the Cover Sheet of this RFP. **Any unauthorized contact will disqualify the Respondent from further consideration of this RFP and any future RFP events of same nature.**
- 3.2 Proposal Preparation:
- Respondents must develop and submit a complete and accurate Proposal to this RFP. Proposals must adhere to all directives contained herein and must follow the chronology of this RFP as specified. All documents, as checked in Section 3.8, are required to be part of the proposal submission.
 - Respondent is to submit one (1) original Proposal which is to be bound into a single document and clearly marked "ORIGINAL". Should a discrepancy arise between various copies of the RFP, information contained in the "ORIGINAL" will prevail over conflicting information.
 - Respondent is to submit one (1) quality Proposal copies, which are to be individually bound and clearly marked "COPY".
 - A digital copy of the Proposal is to be submitted on either a CD or flash drive.
 - 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. *OR (Delete whichever one is not appropriate)*

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/purchasing/>. 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 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 Respondent Requests for Exceptions from Terms and Conditions:

- Respondents must submit all exceptions of presented Terms and Conditions requests in writing.
- Exceptions with an explanation as to why the Respondent cannot accept the University's provision and what alternative language the Respondent proposes should be included as a separate page in the proposal submission.
- The University will make any final determination of changes to the Terms and Conditions.

3.7 Submission Requirements:

- Proposals must be received in the Scout RFP and by The University of Toledo Purchasing Services Office as per the due date/time listed on RFP cover sheet.
- Regardless of cause, Proposals received 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). Any RFP or RFP revision which is received *after* the due date and time specified *will not be considered*. For specific directions to the purchasing office listed on the cover page, refer to the purchasing website. <http://www.utoledo.edu/depts/purchasing/>
- University Purchasing Department Office hours for receipt of 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
- Copy of MBE or EDGE Certification (if Yes was checked on cover sheet)
- Electronic Version of the Proposal
- University Certification Form – **Attachment A – Scout RFP System**
- References
- Response Sheet – **Scout RFP System**
- 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, utilizing Pricing Specification section on the Scout RFP website. 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 Bid 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 and provide a brief explanation for the “no-bid” 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 Supplier Diversity Initiatives:

The University of Toledo has goals consistent with the State of Ohio legislative mandate to procure a percentage of its goods and services from State Certified Minority Business Enterprises (MBE) and/or Encouraging Diversity Growth and Equity (EDGE) vendors. Pursuant to this mandate, Respondents are encouraged to work in conjunction with certified diverse suppliers to submit a joint quotation. Any such joint proposal must be signed by all Respondents and must clearly indicate the specific portion (and pricing) of the total scope of work that each joint Respondent is to perform. The University of Toledo reserves the right to award a MBE or EDGE vendor, at its sole discretion, in order to meet said goal.

For further information on the State of Ohio certified supplier diversity programs, please visit <http://www.das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/Default.aspx>

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.

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SECTION 4: GENERAL INFORMATION AND NOTICE TO RESPONDENTS

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

4.1 Rights Reserved:

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

- Accept or reject any or all Proposals, or any part thereof, or to withhold the award and to waive, or decline to waive, irregularities, informalities, and technicalities in any Proposal when determined that it is in its best interest to do so;
- Contact any respondent for clarification of information submitted;
- Hold all Proposals for a period of up to one hundred twenty (120) 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 as a whole, 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).

If awarded an agreement, please indicate if you will extend all negotiated price structures and terms to members of the following consortia in the State of Ohio:

Inter-University Council (IUC): 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:

- Responsiveness to all specifications of this RFP
- Ability to execute the contract in a timely manner
- Qualifications of the firm in the Branding field
- Understanding of the University's objectives
- Thoroughness, creativity and clarity of suggested approach
- Experience and proven record of success with comparable branding projects
- Costs for services
- Reputation of the supplier
- Reference checks

The initial term of this agreement will be for (1) year with with an option to renew of (1) one year, upon mutual agreement of all parties.

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SECTION 5: SCOPE OF SERVICES

5.1 Background information:

The University of Toledo, established in 1872, is one of 13 state universities in Ohio. The University is recognized as a major force in contributing to the new discovery of knowledge and technology. UT offers a vast array of resources for undergraduate, graduate and faculty-led research opportunities with 125 patents and \$60 million in research and grants.

UT's Main Campus is ranked among one of the top 100 most beautiful campuses in the U.S. and features eight modern residence halls, a gothic bell tower, a student recreation center, state-of-the-art classrooms, a football stadium, new athletic complex, and a student- and community- centered development called the Gateway project.

In July 2006, The University of Toledo and the Medical University of Ohio merged to form the third-largest public university-operating budget in the state.

The University of Toledo Health Science Campus is home to the UT Medical Center hospitals and clinics. UTMC, a Level I Trauma Center, offers innovative treatments for stroke and cancer found nowhere else in the state. It also features the region's first multiple patient hyperbaric chamber through the new Wound Care & Hyperbaric Center. Through UTMC's health-science research and education programs, they are not only attracting the best and brightest medical and health-professions students, but also the best care providers, nurses, technologists, physicians and surgeons. To continue enhancing the quality of education provided at UTMC, construction began on the \$36 million Interprofessional Immersive Simulation Center, a facility dedicated to medical and health education.

The University of Toledo's mission: The mission of The University of Toledo is to improve the human condition; to advance knowledge through excellence in learning, discovery and engagement; and to serve as a diverse, student-centered public metropolitan research university. For more information, visit: 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: <http://www.utoledo.edu/campus/virtualtour/>

5.2 Project Overview:

The UNIVERSITY OF TOLEDO located in Toledo, Ohio is seeking proposals from qualified strategic research and reputation management firms to develop the University's reputation strategy and an integrated positioning and messaging platform, in order to clarify and strengthen the University of Toledo's brand and reputation regionally, nationally and internationally. 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 Services Requested:

The scope of this engagement will include collaboration with the selected firm; the University of Toledo plans to develop an updated brand strategy and an integrated communications tool that aligns with the stated Strategic Plan and Mission of the institution.

The initiative must take a high-volume qualitative and quantitative approach that is founded on the principles of building consensus and change management across the institution and among diverse stakeholder groups. The reputation strategy, research-based positioning, and messaging will be led by the office of branding and creative services in collaboration with enrollment, advancement, university communications as well as University leadership and stakeholders.

The objectives of the university include:

- To develop the University's reputation strategy
- To develop an integrated positioning and messaging platform; in order to clarify and strengthen the University brand.

To be considered for the engagement, qualified firms must be able to demonstrate a strong portfolio that includes tangible outcomes for *each* the following:

- A mass-consensus qualitative research approach.
- A proven methodology and process designed to reach thousands of internal stakeholders through live and in-depth qualitative and strategic dialogue.
- A proven system for defining and understanding the institution's identity and reputation through personality including identifying weaknesses and future aspirations.
- Proven quantitative research methods that reveal the perceptions and beliefs of the unbiased regional and national audience, with the ability to filter the results by audience segment.
- A quantitative research tool to reach stakeholders, such as alumni and parents, who cannot be present for the live qualitative dialogue.
- A competitive auditing mechanism that investigates and dissects market positioning, cross-application competitors including visual expression, persona and narrative strategies resulting in identified challenges and/or opportunities that are in alignment with qualitative findings.
- Strategic messaging and storytelling platform that unites with the positioning and personality strategy to guide all visual and verbal communication.
- An approach to implementation and training that teach diverse internal stakeholders and vendors how to utilize the messaging platform to create their own on-brand content.
- A methodology for visual identity translation and creation, and focus group testing to iterate and verify solutions internally.

5.4 **Proposal Requirements:**

This section contains questions/requests for information that are designed to assist the University in determining your firm's capabilities and interest in the branding needs of the University. Your answers also need to relate to your firm's capabilities in providing the services listed above in Section 5.3. **All responses will be submitted in the Response Sheet section of the Scout RFP website.**

1. **Company History/Qualifications**

Provide detailed information on the firm's organizational structure, history and market position of the firm, philosophy and the value the firm would add to this engagement. Please include years in business, if you have been a part of a merger/acquisition in the last 3 years and what your future plans for growth/expansion are.

2. **Personnel**

- Provide names and resumes (including education, background, accomplishments and any other pertinent information) demonstrating the qualifications of personnel to be assigned to this engagement, their position in the firm, years and relevant experience and the role they will play in the branding project.

3. **References:**

Proposal must include a minimum of five (5) references where the Respondent has successfully consulted on comparable projects (type, scale, scope), demonstrating knowledge of telecommunications and emerging technologies over the last three (3) calendar years. Experience in higher education and healthcare are preferred.

- 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
4. Provide a narrative that describes the suggested approach for this engagement and addresses the goals and objectives stated above.
 5. Prepare a proposed timeline of events and resources required to gather all information.
 6. Provide a sample report showing an example of detailed analysis of findings along with the recommendation of what will best achieve the university's strategic objectives.

5.5 **Pricing Specifications:**

Provide firm, fixed, not to exceed pricing to provide the branding services to the University in accordance with the terms, conditions and provisions of this RFP:

A. Professional Fee:

State the professional/consulting fee which will be charged to the University under the terms of the contract.

\$ _____	_____
Professional Fee	Description

B. Direct Expenses:

State any direct expenses that will be documented and charged to the University under the terms of the contract. Examples include advertising, background investigations, travel, verification of credentials, etc...

Travel expenses will be paid in accordance with University travel policy.

http://www.utoledo.edu/policies/administration/finance/pdfs/3364_40_03.pdf

\$ _____	_____
Direct Expenses	Description

\$ _____	_____
Direct Expenses	Description

\$ _____	_____
Direct Expenses	Description

C. Other Expenses:

State any other expenses that will be documented and charged to the University under the terms of the contract.

\$ _____	_____
Other Expenses	Description

SECTION 6: THE UNIVERSITY OF TOLEDO TERMS AND CONDITIONS

The following is the list of terms and conditions that will govern the contractual obligations of each party either from the issuance of a purchase order or completion of a signed agreement.

6.1 Absence of Sanctions:

Contractor represents that neither it nor any of its owners, officers or employees have been sanctioned by or excluded from participation in any federal or state health care program, including Medicare and Medicaid. Contractor agrees that if it or any such individual associated with it should become the subject of an investigation relating to health care fraud, abuse or misconduct, or should be sanctioned by or excluded from participating in any federal or state health care program, including Medicare and Medicaid, it will immediately notify the University of such event and the University will have the right to immediately terminate this Agreement without penalty or cost.

6.2 Acceptance:

Acknowledgment of Purchase Order, shipment of any goods or commencement of work pursuant to the Purchase Order or agreement shall be deemed an acceptance of these Terms and Conditions. No modification of or release from this Purchase Order shall be binding unless agreed to in writing by the University and Contractor and specifically labels as a modification or release. Unless specifically agreed to otherwise by University and Contractor, these Terms and Conditions supersede any others submitted by Contractor in any proposal or acknowledgment.

6.3 Access to Records:

In the event that it is determined that Section 952 of the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and regulations adopted pursuant thereto apply to this agreement, the parties agree, for a period of four (4) years after performance hereby, to make available to the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, upon written request therefore, this agreement and its or their books and records necessary to certify the nature and extent of the costs thereof. If any portion of this agreement is to be performed through a sub-contract with a related organization at a cost in excess of Ten Thousand Dollars (\$10,000.00) over a twelve (12) month period, such sub-contract will contain this requirement.

6.4 Advertising:

Contractor will not appropriate or make use of the University's name or other identifying marks or property in its advertising without prior written consent of the University's Office of Marketing and Communications.

6.5 Assignment:

Neither party may assign this Agreement or any rights, duties or obligations under this Agreement without the prior written consent of the other party.

6.6 Audits:

During performance of this Agreement and for a period of seven years after its completion, Contractor will maintain auditable records of all charges pertaining to this Agreement and will make such records available to University as University may reasonably require. All audits of Contractor by the University will be conducted in a manner that does not unreasonably interfere with the conduct of a Contractor's business. If any such audit discloses a deficiency, Contractor will promptly pay to the University any deficiency and, if the deficiency is material, the cost of the audit.

6.7 Authority to Contract:

Each party represents that it has the full power and authority to enter into this Agreement and to convey the rights herein conveyed.

6.8 Changes:

No substitutions, alterations or additions are authorized to this Purchase Order without the written consent of the University. The University reserves the right to return goods at Contractor's expense if the order is billed at a higher price than specified or the goods are non-conforming, unless prior written approval for the modification has been obtained by Contractor from the University.

6.9 Charges/increases:

Charges to the University identified in this Agreement are complete and no additional charges or price increases of

any type will be added without the University's express written consent.

6.10 Compliance with Law and University Policies

- Contractor hereby covenants and agrees that in the course of Contractor's performance of its duties hereunder, Contractor will comply with all applicable federal, state and local government laws, statutes, ordinances and regulations, and University policies and procedures.
- If professional licensing or certification constitutes a qualification for Contractor's performance under this Agreement, Contractor will make immediately available, at the University's request, a copy of said certification or licensure.
- The Contractor warrants that it has complied with all federal, state and local laws regarding business permits and licenses of any kind.
- The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and ensure that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

6.11 Confidentiality

Pricing information in this Agreement or information provided by Supplier marked confidential will be maintained by the University as confidential information, except that this information may be subject to disclosure under the Ohio Public Records Law, *See Ohio Revised Code §149.43*. The University will have the right to disclose all pricing or information marked confidential relating to this Agreement to any University attorneys, accountants, consultants, group purchasing organizations, or other third parties retained by the University with respect to the University's business purposes under this Agreement. If the University receives a public records request for any information related to the pricing in this Agreement or information marked by Supplier as confidential, the University will notify Supplier and Supplier will have ten (10) calendar days from the date of the notice to obtain an order to prevent said disclosure. Supplier waives any claim it may have against the University for release of said information after the ten (10) calendar day notice period has passed.

6.12 Conflict of Interest:

No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, will, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, will immediately disclose his or her interest to Agency in writing. Thereafter, he or she will not participate in any action affecting the work under this Agreement, unless Agency will determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

Contractor represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws and Executive Order

6.13 Contingent upon Appropriation:

It is understood that any and all expenditures of State funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and/or other obligations that may be due hereunder, then the State of Ohio's obligations under this Agreement are terminated as of the date that the funding expires without further obligation of the State.

6.14 Customer Service:

- It is expected that all Contractors working with University associates maintain a professional and courteous nature and that phone calls and order confirmations be promptly returned.
- It is the desire of the University that a dedicated Customer Service Representative, or team thereof, be placed on the University account during regular business hours with e-mail capabilities.
- It is the Contractor's responsibility to communicate changes in representatives and coordinate introductions to key personnel at the University. This includes sales and internal customer service reps.

- 6.15 Defense/Authority to Defend or Settle a Claim:
To the extent University is named party in such claim, University will have the right to approval all legal counsel used in the defense of such claim and the right to approve any settlement regarding the claim.
- 6.16 Entire Agreement:
This Agreement supersedes any and all agreements, both oral and written between the parties, and contains all of the covenants and agreements between the parties. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.
- 6.17 Ethical Conduct:
It is expected once an agreement or Purchase Order is issued, Contractors (awarded or not awarded) will not undertake any actions that might interfere with, or be detrimental to, the contractual obligations of The University of Toledo. The University reserves the right to take any and all actions deemed appropriate in response to unethical conduct by a Contractor. Such actions include, but are not limited to: establishing guidelines for campus visits by Contractor, and/or removal of a Contractor from University's supplier list.
- 6.18 Force Majeure:
Neither party will be liable or deemed in default for any delay or failure in performance under this Agreement 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.
- 6.19 Freight Terms:
All goods will be shipped to the University's designated destinations as F.O.B. Destination. No charge for packing or cartage will be allowed except as approved in writing by the University's Purchasing Department prior to shipment. International INCOTERMS, if applicable, are DDP (delivered duty paid). As such, Contractor should include all applicable storage, labor, packing, freight/cartage/delivery, insurance, duty, taxes and custom related documentation charges necessary, as the University will not be responsible for any additional fees or activities associated with goods or commencement of work listed on University Purchase Order. All packages, shipping units, bills of lading or shipping memorandums must clearly be marked with University Purchase Order number.
- 6.20 Governing Law:
All questions relating to the validity, interpretation, performance or enforcement of this Agreement, and any claims arising from or related to this Agreement, will be governed by and construed in accordance with the laws of the State of Ohio, without regard to the principle of conflict of laws. Any litigation arising from or related to this Agreement may be brought only in the federal or state courts of Ohio with appropriate jurisdiction, and the parties irrevocably consent to the jurisdiction and venue of such courts.
- 6.21 HB694 Campaign Contributions:
The Supplier hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of ORC Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of ORC Section 3517.13.
- 6.22 Indemnification:
Supplier agrees to indemnify the University, its governing board, officers, employees, agents, students and the State of Ohio from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs, and attorney's fees, which may arise out of Supplier's performance of this Agreement, or suffered by failure to perform this Agreement according to its provisions and in accordance with the Statement of Services.
- 6.23 Intellectual Property Indemnification: (for agreements including software)
Supplier at its own expense will defend and hold harmless University from (i) any judgment against University to the extent that such judgment is based on a claim that software used within the scope of this Agreement infringes any patents, copyrights, license or other property rights of a third party. University will promptly notify Supplier in writing of any such claims. To the extent University is named party in such claim, University will have the right to approve all legal counsel used in the defense of such claim and the right to approve any settlement regarding the claim.

- 6.24 Independent Contractor:
1. The Contractor agrees that it is an independent contractor, and not an agent, partner or employee of the University. The 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.
 2. The 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, Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code and for state revenue and tax laws, state worker's compensation laws and state unemployment insurance laws.
 3. The 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 the Contractor in the performance of the Services authorized by this Agreement.
- 6.25 Insurance:
- Contractor ("Contractor") shall purchase and maintain liability insurance which will protect the Contractor from claims which may arise out of or result from the Contractor's performance or obligations under the contract, whether due to action or inaction by the Contractor, or any person for whom the Contractor is responsible. Refer to the following website for information:
http://www.utoledo.edu/depts/risk/rm/policies/contractor_insurance_frontpage.html
- 6.26 Invoicing:
- Hard copy invoices are to be mailed to The University of Toledo, Accounts Payable, MS 451, 2801 W. Bancroft St. Toledo, OH 43606. Invoices may also be sent electronically to accountspayable@utoledo.edu referencing 'email processing' in the subject line with name of Contractor and invoice number. Invoices must reference Purchase Order number and match Purchase Order on a line by line basis to ensure prompt payment. University shall have the option of using any method of payment including credit card, ACH, or check. Any cash discounts offered will be accepted.
- 6.27 Limitation of Liability:
- The University's liability for damages, whether in contract or in tort, will not exceed the total amount of compensation payable to Contractor under this Agreement.
 - IN NO EVENT WILL THE UNIVERSITY BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, EVEN IF THE UNIVERSITY IS ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
 - NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY, THE CONTRACTOR WILL BE LIABLE FOR ANY PERSONAL INJURY OR DAMAGE TO THE UNIVERSITY IN PERFORMING THE SERVICES, INCLUDING DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY, CAUSED BY ITS FAULT OR NEGLIGENCE.
- 6.28 Meetings:
- The Contractor is required to meet with the University to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the University in the performance of their respective obligations, at no additional cost to the University.
- 6.29 Non-Discrimination:
- Contractor acknowledges and agrees that Contractor does not discriminate in employment or educational programs on the basis of race, color, religion, sex, age, ancestry, national origin, sexual orientation, gender identity and expression, military or veteran status, disability, familial status, political affiliation, or participation in protected activity.
- 6.30 Non-Waiver:
- The delay or failure of either party to exercise any of its rights under this Agreement for a breach thereof will not be deemed to be a waiver of such rights, nor will the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.
- 6.31 Notices:
- Any notice to either party hereunder must be in writing signed by the party giving it, and will be served personally or by registered or certified mail addressed as follows:

To the University:

The University of Toledo
Attn: _____
Mail Stop # _____
2801 W. Bancroft St.
Toledo, OH 43606

To Contractor:

(fill in address)

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

6.32 Paragraph Headings:

The paragraph headings in this Agreement are inserted only as a matter of convenience as a reference, and in no way define, limit or describe the scope or intent of this Agreement.

6.33 Payment Terms:

University standard payment terms are NET30 days and will be calculated by the date goods are received; the date the invoice is received; or the date of installation or acceptance, whichever is later.

6.34 Public Records:

The parties acknowledge that the University, as an instrumentality of the State of Ohio, is required to disclose public records. When the University receives a request involving Contractor's information, including this Agreement, the University will notify Contractor immediately of the request. Contractor will have 15 days to obtain an order prohibiting the disclosure or a protective order to protect the disclosure of any information. Contractor's failure to obtain an order prohibiting the disclosure within the 15 day period constitutes a waiver of any claim Contractor may have against the University for disclosure of the information.

6.35 Record Keeping Requirements:

1. The Contractor will keep all financial records in a manner consistent with generally accepted accounting procedures. The Contractor will file all documentation to support each action in a manner allowing it to be readily located.
2. The Contractor will keep separate business records for this project, including records of disbursements made and obligations incurred in the performance of this Agreement. The Contractor will support these records with contracts, invoices, vouchers and other data as appropriate.
3. The Contractor agrees to provide the University, its duly authorized representatives or any person, agency or instrumentality providing financial support to the Services undertaken under this Agreement, with access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this Agreement. This right will continue during the term of this Agreement plus 3 years after termination or expiration of this Agreement.

6.36 Rights in Data, Patents and Copyrights, Public Use:

1. If applicable, the Contractor will deliver and assign to the University all rights, title and interest to: documents, data, materials, information, processes, studies; reports, surveys, proposals, plans, codes; scientific information, technology information, regulations; maps, equipment, charts, schedules, photographs, exhibits; software, software source code, documentation and other materials and property prepared or developed or created or discovered under or in connection with this Agreement (the "Deliverables").
2. If applicable, the Deliverables provided by the Contractor in rendering the Services will become the property of the University. The University, and any person, agency or instrumentality providing financial assistance for the Services performed under Article 1 will have the unrestricted right to reproduce, distribute, modify, maintain and use the Deliverables.
3. The Contractor will not obtain copyright, patent or other proprietary protection for the Deliverables, provided, however, that the Contractor will reserve its rights in all methods, pre-existing work, software and data used to prepare such Deliverables.

4. The Contractor will not include in any Deliverable any copyrighted matter, unless the copyright owner and any person, agency or instrumentality providing financial assistance to the Services under this Agreement gives prior written approval to use such copyrighted matter in the manner provided herein.
5. Neither the Contractor nor any of its employees, agents, subcontractors or assigns will make a disclosure for securing a patent in the United States or any other country for any of the Deliverables unless the University approves this disclosure in writing prior to application for the patent.
6. In the event that the Contractor does obtain this patent, the Contractor will, at the request of the University, provide the University written authorizations for the University and any other person, agency or instrumentality contributing financial support to the Services contemplated under this Agreement to make use of the subject of the said patent disclosure without any payment.
7. The Contractor agrees that all Deliverables will be freely available to the public to the extent required by law.

6.37 Right of Inspection/Rejection:

All goods shall be received subject to University's right of inspection and rejection on non-conforming or defective goods. Those goods rejected as a result 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 for excess goods, except for customary quantity variations recognized by trade practice, will be paid by Contractor. Payment for goods on an order prior to inspection shall not constitute acceptance.

6.38 Rights of Person, not Parties

Nothing contained in this Agreement will be deemed to create rights in persons not parties to actual Agreement.

6.39 Rules of Construction:

The parties have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring any party by virtue of authorship of any specific provisions of this Agreement.

6.40 Severability of Terms:

The provisions of this Agreement are divisible. If any such provision will be deemed invalid, illegal, or unenforceable in any respect, by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained herein, unless such severance would cause this Agreement to fail of its essential purpose.

6.41 Suspension or Debarment:

Contractor certifies that Contractor is not currently now and during the term of this Agreement suspended or debarred by the Federal Government or State of Ohio from participating in Federal or State funded projects.

6.42 Termination:

- The University reserves the right to terminate this Agreement for any reason and at any time upon 10 days written notice to Contractor. In the event of termination prior to completion of all Services described in this RFP, the amount of the total fee to be paid the Contractor will be determined by the University on the basis of the portion of the total Services actually completed up to the time of such termination.
- If either party fails to perform any of the requirements of this Agreement, or is in violation of a specific provision of this Agreement, then the non-breaching party may suspend or terminate this Agreement if the breaching party fails to cure such non-performance or violation within ten (10) business days following delivery of written notice of the breach.
- The Contractor, upon receipt of suspension or termination, will comply with the following; cease work on the suspended or terminated activities; suspend or terminate all subcontracts relating to the suspended or terminated activities; take all necessary or appropriate steps to limit disbursements and minimize costs; and, if requested by the University, furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all Services under this Agreement including without limitation, results accomplished, conclusions resulting from its Services to date plus all other matters as the University may require.
- The University will not be liable for any further claims, and the claims submitted by the Contractor will not exceed the total amount of consideration stated in this Agreement. In the event of suspension or termination, Contractor will return to the University within 15 days any payments made by the University where the Contractor has not rendered Services.

- 6.43 Taxes:
The University, as an instrumentality of the State of Ohio, is exempt from Ohio sales tax and Federal excise tax, including Federal transportation tax. An exemption certificate is available, upon request, from the University Purchasing office.
- 6.44 Unresolved Findings:
Contractor warrants that it is not subject to an “unresolved” finding for recovery under Ohio Revised Code Section 9.24. If the warranty is deemed to be false, the Agreement is void ab initio and the Contractor must immediately repay to the State any funds paid under this Agreement.
- 6.45 Warranty:
Contractor warrants that the work performed and equipment supplied hereunder will be of first quality, in full compliance with the requirements of the Agreement, and free from defects in material, workmanship and design for one year from initial operations. If any aspect of the above warranty will be breached, Contractor shall, upon receipt of notice thereof from University and at Contractor’s sole cost and expense, promptly repair or replace the defective materials, workmanship, or design or pay the University the costs and expenses incurred by University in conducting such repair and replacement.

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