



# General Terms and Conditions

## 3.0 GENERAL TERMS AND CONDITIONS

All proposal's submitted for the goods and/or services requested herein must include a detailed description of the goods/or services offered, plus the associated warranties, and any other relevant information that would be beneficial in evaluating your proposal.

### 3.1 CONSIDERATION

The University of Akron reserves the right to consider special or unique features which may be included in your proposal. The University of Akron also reserves the right to determine the relative weights to be accorded to the various factors considered in the selection process. Price alone will not be the sole determining factor in the selection process.

Proposals must address all questions contained in this Request for Proposal and vendors should include any additional information that would enhance their proposal and which would help the University in making its selection decision.

### 3.2 EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

The University of Akron is an Equal Opportunity Employer and, as such, expects vendors to comply with the following request. The supplier, in bidding and/or filling a purchase order, agrees not to discriminate against any employee or applicant for employment with respect to hiring and tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, religion, color, sex, age, handicap, veteran status or national origin. The supplier further agrees that every sub-contract order given for the supplying of this order will contain a provision requiring non-discrimination pursuant to Federal Executive Orders 11246 as amended by 11375 and State Executive Orders dated January 27, 1972, and November 30, 1973, and any breach thereof may be regarded as a material breach of the contract or purchase order.

### 3.3 RECEIPT OF PROPOSALS

**All proposals, to be considered, must be submitted in a method as approved by the Buyer, on or before the due date and time.** Any submission (if submission method is allowed by the Buyer) must identify the RFP Number and the Proposal Due Date & Time to ensure confidentiality prior to the submission opening.

### 3.4 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn up to the time of the proposal opening upon written request to the Director of Purchasing or retraction of a submission is allowed through the Public Purchase bid tool.



### **3.5 ADDITIONAL INFORMATION**

The University of Akron reserves the right to contact any vendor for clarification of information submitted, to contact current and past customers of the vendor referenced in the proposal, and to use other sources of obtaining information regarding the vendor, which may be deemed appropriate and would assist in the evaluation of the proposal. In addition, The University of Akron reserves the right to negotiate any point in the proposal or the subsequent contract with the vendor.

If any errors are discovered in the pricing submitted, The University of Akron will revert to the unit price and calculate a revised total based upon the unit price submitted.

Vendors are encouraged to present any information about additional features or services that they believe makes their products and/or services the best choice for The University of Akron.

### **3.6 PROPOSAL CONTENT**

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

### **3.7 RIGHT TO ACCEPT OR REJECT**

The University of Akron reserves the right to select one, several, or none of the proposals submitted. The University may award a contract based upon initial proposals received without further discussion of such proposals. Accordingly, each initial proposal should be submitted with the vendor's most favorable price and service capabilities. Further, the University reserves the right to accept or reject all or parts of any proposal received and to waive any informality or technicality in any proposal received. Price alone will not be the sole determining factor in the selection process. All proposals should be valid for a period of at least 180 days from the proposal due date. Any exceptions to this request must be addressed by the vendor in their proposal. The University reserves the sole right to determine what is considered "equivalent" or "equal." The University also reserves the right to request samples for testing and evaluation. Any request will be reasonable in quantity, as deemed by the University, so as not to cause any undue financial hardship or burden to the vendor but any such request will not be billable to the University and any vendor that fails to supply samples upon request may be excluded from further consideration.

### **3.8 STATE AND LOCAL TAXES**

The University is exempt from Ohio sales tax and most Federal excise taxes. Exemption certification information appears on all purchase orders issued by the University and will be furnished upon request. Such taxes should not be included in quoted prices. However, if the supplier believes any taxes apply, they shall be shown separately. If not shown, they will be considered an expense of the vendor.



### **3.9 CASH DISCOUNTS/PAYMENT METHOD**

The University of Akron will endeavor to use any cash terms offered, and these may be considered in determining the final net price depending on the discount period.

In the event that the University of Akron is entitled to a cash discount, the period of computations will commence on the date of delivery or receipt of a correctly completed invoice, whichever is later. If an adjustment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the University is entitled to a cash discount with the period commencing on the date it is determined that a cash discount applies.

The University of Akron has expanded, and continues to expand its procurement card program (currently through VISA). Whether the proposal includes an option for payment by credit card may be relevant in the University's selection and award process. Proposals submitted shall identify if payment via our credit card system is acceptable to your firm at the price(s) quoted. Adders or surcharges that apply for payments via credit card must be identified.

### **3.10 SELECTION CRITERIA**

The University will select one or multiple vendors, which it believes offers the proposal(s) which are in the University's best overall interest. The University also reserves the right to accept none of the proposals received.

The University will award this contract according to criteria shown below and reserves the right to award to a vendor that may not be highest in commissions offered and/or lowest in fees charged.

In determining the successful vendor, the University may consider, but not be limited to, the following selection criteria:

- Overall quality of the goods or service being offered;
- Costs (commissions, fees, expenses, etc. to be charged);
- Acceptance of credit card payment;
- Whether the University may receive a rebate from third parties as a result of making payment by credit card;
- Reputation of the vendor;
- Ability of the vendor to provide the service requested;
- Information received on reference checks;
- Quality and satisfaction of any previous services performed;
- Overall financial position of the vendor;
- Number and scope of any conditions included in the vendor's proposal;
- Accessibility of the vendor's staff to the University's staff;
- Ability to provide suitable office facilities and staff, and convenience to campus;
- Ability to execute the contract in a timely manner;
- Programs compatibility with existing University equipment, if applicable;



- Buy Ohio-Buy America statutes as discussed in **EXHIBIT A**, if applicable;
- Any other relevant information submitted.

### **3.11 INDEMNIFICATION**

The vendor shall indemnify and hold harmless The University of Akron, its officers, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss damage, and liability (including all costs and reasonable attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the vendor, or (b) by any act, error or omission on the part of the vendor, its agents, employees, or subcontractors.

### **3.12 EXPENSES**

Expenses for developing the proposals and answering the University's questions are entirely the responsibility of the vendor and shall not be chargeable, in any manner, to The University of Akron or to the State of Ohio.

### **3.13 VENDOR AFFIRMATION**

Each vendor is required to affirm that neither they nor their agents, nor any other party for them, has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in securing this purchase and further agrees that no such money or reward will be hereafter paid. Affirmation may be satisfied by accepting these terms and conditions as part of your response.

### **3.14 APPLICABLE LAWS**

Selected vendors will abide by all applicable federal, state, county, and city laws and regulations and will obtain (or demonstrate current possession of) any and all permits and licenses that may be required. Failure to meet (or to keep current) these requirements may result in termination of any agreement entered into.

Any agreement resulting from this RFP will be governed by the laws of the State of Ohio.

### **3.15 PROPRIETARY INFORMATION**

All proposals will be open for public inspection at the conclusion of the evaluation period. Any vendor wishing to view the documents may do so by contacting the Department of Purchasing in advance. Trade secrets, test data, or other similar proprietary information, will remain confidential TO THE EXTENT PERMITTED BY OHIO LAW provided such material is clearly marked as such. Any portion of the proposal which can be considered a trade secret in the context defined by the Ohio revised code should be so marked. **If the entire proposal is marked confidential or a trade secret, by submitting your proposal to the Department of Purchasing you are waiving any claims of confidentiality**



### **3.16 GUARANTEES AND/OR WARRANTIES PROVIDED**

Vendors must provide specific information on any warranties/guarantees provided and state the terms and conditions of the warranties/guarantees that are being offered.

### **3.17 UNIVERSITY RESPONSIBILITIES**

The acceptance of any proposal shall be subject to the University and the selected vendor entering into a signed, written agreement, mutually acceptable to both parties and/or the issuance of a University purchase order and the Purchase Order Standard Terms and Conditions.

The University will not be responsible for any oral instructions, nor should a proposal be based upon verbal information from any employee.

### **3.18 ASSIGNMENT**

Any agreement entered into because of this solicitation may not be assigned in whole or in part, without the expressed written consent of The University of Akron.

### **3.19 INDEPENDENT CONTRACTOR RELATIONSHIP**

The vendor is and shall perform these services as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither the vendor nor anyone employed by it shall be, represent, act, or purport to act or be deemed the agent, representative, employee, or servant of the University.

The vendor selected on this Request for Proposal will be working as an independent contractor and will be required to take out and keep in force all permits, licenses, or insurance that may be required by the University, the City of Akron, the State of Ohio, or the federal government. Failure to comply with any of these items would be grounds for immediate cancellation of the contract.

### **3.20 ORIGINAL SPECIFICATIONS**

The University of Akron provides the specifications/RFP in electronic format as a convenience to interested companies. The master version (Original) of the document is resident in the Department of Purchasing of the University. Bidder's acknowledge the fact that the Original shall be the controlling document in the event of any inconsistencies, irregularities, changes or alterations that may occur as a result of electronic transmission, copying or other form or electronic editing. In the event of any inconsistency or variation in any terms, phrases or clauses whatsoever, bidders using electronic copies understand that the Original shall prevail and be the controlling document used to govern and resolve any such inconsistency or variation. Each vendor/bidder is required to acknowledge this condition by accepting the General Terms and Conditions when submitting their proposal.



#### 4.0 REFERENCES

All vendors may be asked to provide the University with a list of current and past clients to verify their ability to supply the University with the requested goods or services specified in the procurement inquiry.

#### 5.0 REQUIRED DOCUMENTATION

Vendors must complete and return all exhibits with signature and notarization where requested.

#### 6.0 INSURANCE REQUIREMENTS

The vendor shall procure and maintain, at its expense, during the term of this proposal, at least the following insurance, covering work performed:

<u>COVERAGE</u>		<u>LIMITS</u>
A.	Workman's Compensation	- As required by Ohio Law
B.	Employer's Liability	- \$500,000 each occurrence
C.	General Liability	- \$1,000,000 each occurrence \$2,000,000 annual aggregate
D.	Auto Liability	- \$1,000,000 combined single limit Bodily injury and physical damage

The vendor shall name The University of Akron as an additional insured on each policy and respective Certificate of Insurance shall expressly provide that no less than 30 days prior written notice shall be given to the University in the event of cancellation, non-renewal, expiration or material alteration of the coverage contained in such policy or evidenced by such Certificate of Insurance. Upon request, the vendor agrees to furnish insurance certificates, showing the vendor's compliance with this section.

The vendor, its employees and subcontractors shall comply with the University's safety procedures while on the University's premises, provided such procedures are conspicuously and legibly posted in the working area or have been delivered, in writing, to the vendor prior to the commencement of work on the University's premises.

#### 7.0 OHIO REVISED CODE SECTION 9.24

Ohio Revised Code (O.R.C.) Section 9.24, prohibits the State from awarding a contract to any offeror(s) against whom the Auditor of State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of award. By submitting a proposal, offeror warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. 9.24, prior to the award of any contract arising out of this RFP, without notifying the Agency of such finding.



## **8.0 OHIO REVISED CODE SECTION 3517.13 (I) AND (J)**

Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.”

## **9.0 EXTENSION TO IUC**

The University is also a member of The Inter-University Council Purchasing Group of Ohio. On the Form of Proposal please indicate if you wish to extend your proposal to this group. Questions concerning the group may be directed to the Department of Purchasing at The University of Akron.

Do you wish to extend your proposal to the IUC? <http://www.iuc-ohio.org/>

Yes \_\_\_\_\_ No \_\_\_\_\_