Northeast Ohio
MEDICAL UNIVERSITY

Request for Proposal (RFP) # 20261007

Northeast Ohio Medical University (NEOMED) is requesting proposals for:
Chevy Tahoe Police Interceptor

Intent to Respond Due Date/Time: ~~10/12/2026 Noon~~ 10/26/2026 Noon

Proposal Due Date/Time: ~~10/23/2026 Noon~~ 10/30/2026 Noon

Issued By: NEOMED Procurement

NEOMED requires that all proposals, questions and supporting documents be submitted electronically to Purchasing@neomed.edu and must be in either Adobe PDF or Microsoft Word format. The request will be available to allow sufficient time to obtain a minimum of (2) qualified bids.

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1.0 NEOMED BACKGROUND

Northeast Ohio Medical University is committed to the health, economy and quality of life in Northeast Ohio through the medicine, pharmacy and health sciences education of students and practitioners at all levels; the development of new knowledge through research in the biomedical, community health and behavioral sciences; and the provision of community service and wellness education throughout the region. Located in the center of one of the country's top health care regions, NEOMED is among nationally-ranked hospitals, research companies and institutions of higher education that are thriving in the health sciences.

Northeast Ohio Medical University has approximately 1,100 students enrolled in the Colleges of Medicine, Pharmacy, Dentistry, and Graduate Studies, as well as 369 non-faculty employees (full and part time) and 122 full and part time faculty members.

1.0 Mission

Create transformational leaders and improve health.

1.1 Vision

Forge the future in innovative health education and research excellence.

1.2 Values

NEOMED incorporates the following values in all that we do:

- Integrity
- Collaboration
- Excellence

1.3 Education

Northeast Ohio Medical University provides multiple pathways for students seeking an opportunity to become a doctor. Medicine students graduate with a M.D. following a four-year period of study. Recently NEOMED graduates have enjoyed 100% residency placement rates at medical institutions in Ohio and across the nation. Building upon personalized instruction on the state-of-the art NEOMED campus, medical students hone clinical skills through participation in experiences and clerkship rotations throughout northern and central Ohio in a distinctive community-based physician education model. NEOMED students enter residencies world-ready in a variety of primary care and specialty practice areas committed to improving community health in a leadership role.

NEOMED also provides multiple pathways for students interested in becoming a pharmacist. The College of Pharmacy at NEOMED prepares highly skilled pharmacists who play an indispensable role in a team-orientated approach to patient care and medication management services. The College's unique curriculum and academic programming intermeshes with that of the College of Medicine to set new standards for interprofessional education, collaboration, community involvement, diversity, and lifelong learning.

In 2024 NEOMED added the Bitonte College of Dentistry. The inaugural Doctor of Dental Surgery (D.D.S.) class matriculated to NEOMED in August 2025. The College of Graduate studies offers masters and doctoral degree programs, as well as certificate programs through the University and with our partner universities. Programs include:

- ***Anesthesiologist Assistant*** - The Master of Medical Science in Anesthesia (M.M.Sc.A.) program provides students with the didactic, clinical, and simulation education required to deliver safe, patient-centered anesthetic care as a Certified Anesthesiologist Assistant (CAA). The NEOMED M.M.Sc.A. program uses state-of-the-art, high-fidelity simulation, an innovative didactic curriculum and hands-on clinical experiences to ensure students are equipped to provide a superb anesthesia experience for patients across the country.
- ***Biomedical Sciences*** - In partnership with Kent State University, the biomedical sciences degree program is designed to promote research and education in the biomedical disciplines. Individuals in the program have the opportunity to carry out their research with scientists at NEOMED.
- ***Basic and Translational Biomedicine*** - The Basic and Translational Biomedicine (BTB) Graduate Program is designed to educate and develop students into leading independent scientists and scholars who can effectively pursue career opportunities in academia, industries, healthcare, and government agencies. The program offers highly innovative training opportunities with nationally and internationally recognized faculty in multiple areas of translational medical sciences. Students are trained through an integrated curriculum with a unique perspective on disease mechanisms and targets for therapeutic interventions.
- ***Foundations of Medicine*** - The Foundations of Medicine program is designed to train the next generation of healthcare professionals and anatomy educators through hands-on experience in both a classroom and research setting. Students who pursue this course of study will integrate traditional anatomical study with modern medical technology. Graduates are prepared for further professional study in the field of healthcare, teaching positions in anatomical sciences, research positions, or doctoral programs.
- ***Global Health and Innovation*** - The goal of the Global Health & Innovation program is to create future leaders in global and underserved health who overcome existing challenges through unconventional and innovative solutions that transform health care in resource-limited settings. This certificate program is ideally suited for students who are independent, critical thinkers, not afraid to challenge and improve the current health system.
- ***Health Research*** - The Health Research Graduate Certificate provides students with an opportunity to enhance their professional education or to serve as a pathway toward graduate education in health sciences. Students who enroll in this certificate are exposed to essential research knowledge and training, competitive skills useful for recruitment in post-graduate programs (i.e. residency), and early career grant funding. Students will refine their research interests, gain exposure to new research methods and technologies, develop their leadership skills, and help them identify potential career opportunities in clinical, academic, or industry settings where research fluency is increasingly applied and sought after. This 10-credit program can be completed in as few as two semesters or while students are enrolled in other graduate or professional programs.

- ***Health Systems Science*** - Develop your professionalism and leadership skills while advancing your knowledge of health systems science in the Master of Science in Health Systems Science (M.S.H.S.S.) program. Students in this program learn to analyze the way care is delivered within a health care organization to improve patient care and maximize health.
- ***Medical Ethics & Humanities*** - Students in the Medical Ethics and Humanities Master of Arts (M.A.) or graduate certificate program will learn to critically examine issues and values relevant to healthcare delivery, research and the healthcare organization. This course of study is ideal for busy medical professionals and students pursuing clinical and community-based work. Students who pursue this course of study will emerge prepared to make ethical decisions while considering the values of patients, families and practitioners as well as legal implications and medical board requirements.
- ***Public Health*** - The Master of Public Health program at NEOMED is a nontraditional program geared toward the working professional who would like to broaden their role in improving community health, enhance current job skills, or seek career advancement.

2.0 PROPOSAL SCOPE

2.1 REQUEST DETAILS

Northeast Ohio Medical University (NEOMED) is seeking signed written proposals / quotes for a 2026 and/or 2027 Chevy Tahoe police interceptor with the following options:

CC10706 - Tahoe 2X4
9C1 - Police Pursuit Package 4X4
6C7 - Red and White Large Dome Light
6E2 - Key Common - MUST HAVE AMF
6J3 - Grille Lamps and Siren Speaker Wiring
6J4 - Horn Siren Circuit Wiring
9G8 - Delete Daytime Driving-Auto Lights
AMF - 4 Additional Key Fob enabling/programing

Finally, all Bidders should be aware that the University makes reservations as follows:

NEOMED reserves the right to represent itself directly to selected markets when we determine it is in the best interest of the University.

NEOMED reserves the right to participate in the Inter-University Council Insurance Consortium of Ohio (IUC-IC) or the Inter-University Council Purchasing Group of Ohio (IUC-PG). The IUC-IC and IUC-PG consists of state assisted universities, colleges and educational institutions located in Ohio. NEOMED currently maintains its property and casualty insurance through the IUC-IC program and the IUC-IC and/or IUC-PG may offer other coverages in the future.

NEOMED does not permit any Bidders responding to this RFP to approach any market on the University's behalf or to obtain quotes on the University's behalf. Any information contained within this document or obtained through the RFP process may only be used for the purposes of responding to this RFP.

NEOMED intends on the awarded Bidder to begin the scope of work shortly after 10/30/2026 or as determined between the University and the awarded Vendor. (See Section 2.5 Submission Details and Timeline for additional details).

2.2 BIDDING INSTRUCTIONS

Each proposal must address all items detailed or noted below:

1. Affirmation of the Proposal Terms and Conditions (Section 3.0)
2. Complete responses to the Vendor Questionnaire (Section 5.0)
3. Please indicate if you or your company has ever been relieved, removed or otherwise

terminated from a program/contract prior to the end of its term in the last five years. If so, please provide in-depth details.

4. Alternate proposals may be submitted for non-exclusive terms, but must detail the advantages of such a program.

2.3 SUBMISSION DETAILS AND TIMELINE

EVENT	DATE
1. RFP Release Date	10/07/2026 (Extended 10/22/2026)
3. Intent to Respond Due Date	~~10/12/2026~~ 10/26/2026
4. Proposal Due Date	~~10/23/2026~~ 10/30/2026
5. Proposal Review Period	~~10/23 – 10/30~~ 10/30-11/5
6. Notification and Award Date	~~11/02/2026~~ 11/6/2026

NEOMED requires that all proposals, quotes, questions and supporting documents be submitted electronically to Purchasing@neomed.edu and must be in either Adobe PDF or Microsoft Word format.

It is the responsibility of the Vendor or company to ensure that all required documentation arrives on time. Responses that do not conform to these specifications may not be considered.

If there are any changes made to the RFP through an addendum, any Vendor that has stated an intent to respond and/or submitted a completed response will be notified and allowed the opportunity to respond to the changes.

3.0 PROPOSAL TERMS AND CONDITIONS

3.1 Entire Agreement; Parties to the Contract

This contract is the entire agreement between the individual or entity selected to provide equipment, supplies and/or services on the basis of a Proposal submitted to NEOMED in response to an RFP (referred to as "Bidder" in these Terms and Conditions) and NEOMED. References to "Bidder" in any of the contract components are deemed to refer to the Bidder selected to provide the specified equipment, supplies and/or services that are the subject of this contract.

3.2 Statement of Work

- The RFP, including attachments and any written amendments to the RFP, and the Bidder's Proposal, including proper modifications, clarifications and samples, (collectively referred to as the "RFP") are a part of this contract and describe the work and activities the Bidder will perform under this contract (the "Project"). This contract consists of the complete RFP and applicable, valid NEOMED purchase orders or other ordering documents (together referred to as the "Contract").
- Bidder shall complete the Project in a professional, timely and efficient manner. Bidder shall also furnish its own support staff necessary for the satisfactory performance of the Project.
- Bidder declares that it is engaged as an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind including, but not limited to, any insurance coverage that is required in the normal course of business as well as any specialized insurance that is specified herein that may be required to carry out its business and perform under the terms of this Contract. Bidder agrees that it does not have any authority to sign agreements, notes and/or obligations or to make purchases and/or dispose of property for or on behalf of NEOMED.
- If applicable Bidder shall deliver, assign, transfer and convey to NEOMED all rights, title and interest to all 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 Contract (the "Deliverables").
- Bidder declares that it is engaged in the same or similar activities for other customers and that NEOMED is not its sole and only customer.
- Bidder shall furnish professional services performed in accordance with applicable commercial standards necessary for the satisfactory performance of the work hereunder. Services shall be performed by Bidder and NEOMED shall not hire, supervise, or pay any assistants to Bidder in its performance under this Contract. NEOMED shall not be required to provide any training to Bidder to enable it to perform services required hereunder.
- Bidder shall furnish its own support staff, materials, tools, equipment, and other supplies necessary for the satisfactory performance of the work hereunder, unless stated otherwise in the RFP. Neither Bidder nor its personnel shall, at any time or for any purpose, be considered as employees or agents of NEOMED.

- Bidder shall consult with appropriate NEOMED personnel and others necessary to ensure a thorough understanding of the Project and satisfactory performance. NEOMED may give instructions to or make requests of Bidder relating to the Project, and Bidder will comply with those instructions and fulfill those requests in a timely and professional manner. It is expressly understood that those instructions and requests shall be for the sole purpose of ensuring satisfactory completion of the Project and will not amend or alter the scope of the Project. The management of the work, including the exclusive right to control or direct the manner or means by which the work described herein, remains with, and is retained by Bidder. NEOMED retains the right to ensure that the work of Bidder is in conformity with the terms and conditions of this Contract as specified herein and in the RFP.
- Bidder shall determine the hours required to perform the services to be provided under this Contract and retains discretion over its schedule when performing services on the premises of NEOMED, subject to NEOMED's normal business hours and security requirements.
- NEOMED will order equipment, supplies and/or services under this Contract from the Bidder directly. Bidder may receive purchase orders by facsimile, electronically or in person by authorized NEOMED personnel. Bidder is not required to fill an order date more than thirty (30) days beyond the date of contract expiration, termination, or cancellation, unless the Contract provides for a quarterly delivery or quarterly service. Under a contract that provides for quarterly delivery or quarterly service, Bidder is not required to fill an order with a delivery date of more than ninety (90) days beyond the date of contract expiration, termination, or cancellation.

3.3 Certification of Funds

It is expressly understood by the parties that none of the rights, duties and obligations described in this Contract shall be binding on either party until all statutory provisions under the Ohio Revised Code including, but not limited to, Section 126.07, have been completed and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies, and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio or, in the event that federal funds are used, until such time that NEOMED gives Bidder written notice that such funds have been made available to NEOMED by NEOMED's funding source.

3.4 Price and Payment Terms

- NEOMED is exempt from Ohio Sales Tax (reference ORC, 5739.02 (B) (1)) and from Federal Excise Tax.
- The price of the goods or services is the price stated on the face of this purchase order ("Price").
- Payment for all NEOMED purchase orders is thirty (30) days after receipt of the invoice (NET 30), except for any amounts disputed by Buyer.
    - Both parties shall handle disputes expeditiously and in good faith.
    - Seller shall continue performing its obligations under the order notwithstanding any such dispute.
- Bidder must register with PaymentWorks.
    - Purchase order and payment will be withheld until the PaymentWorks

registration is completed and approved.
    - Bidder is responsible for maintaining the approved PaymentWorks profile to be listed as an active vendor.
    - For amounts not yet reconciled between Buyer and Seller prior to engagement on the purchase order, the price will be updated to accommodate the non-reconciled amounts.
- Payment of an invoice is not evidence or admission that the goods or services meet the requirements of the order.
- **Order Changes**
    - The Buyer's written consent is required for any changes that alter, add to, or deduct from the goods, services, or price subject to the terms of this order.
    - The Buyer reserves the right to reject or return the order if the Buyer's consent is not obtained for the above changes.
- **Assignment.** Neither party shall assign or transfer a NEOMED Purchase Order, or any interest therein or monies payable there under, without the written consent of the other party. Any assignment made without such consent shall be null and void.
- **Invoices**
    - Seller shall invoice Buyer for the order at the time of shipment or within thirty (30) days of delivery.
    - Individual invoices must be issued for each purchase order and mailed in the name of the responsible person to Northeast Ohio Medical University, 4209 St. Rt. 44, Rootstown, Ohio 44272.
    - NEOMED's purchase order number must be shown on all correspondence including invoices, packing lists, and bills of lading.
    - The Seller must provide a completed W9 Form.
    - Discount terms must be stated on the invoice and will be calculated from the date material or the invoice is received, whichever is later.
    - Manufacturer serial numbers must be shown on the invoice for each of the items ordered that have a serial number.
        - Payment will be withheld until serial numbers are furnished.
- **Payment Due Date**. NEOMED will pay invoices thirty (30) days after it has received an invoice for equipment, supplies and/or services it has received and accepted.
- **Late Payments**. NEOMED will pay Bidder interest on any late payment as may be required by Ohio law.
- **Office and Business Expenses**. Unless expressly provided for elsewhere, Bidder shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this Contract.

3.5 Payment Disputes

- If NEOMED disputes a payment for anything covered by an invoice within fifteen (15) business days after receipt of that invoice, NEOMED shall notify Bidder, in writing, stating the grounds for the dispute. NEOMED may then deduct the disputed amount from its payment as a non-exclusive remedy.

- In addition, NEOMED will consult with Bidder as early as reasonably possible about the nature of the dispute and the amount of payment affected.
- When Bidder has resolved the disputed matter to NEOMED's satisfaction, NEOMED shall pay the disputed amount within thirty (30) days after the matter is resolved.
- If NEOMED has already paid Bidder on an invoice but later disputes the amount covered by the invoice, and if Bidder fails to correct the problem within thirty (30) days after written notice, Bidder shall reimburse NEOMED for that amount at the end of the thirty (30) days as a non-exclusive remedy for NEOMED.
- On written request from Bidder, NEOMED will provide reasonable assistance in determining the nature of the problem by giving Bidder reasonable access to NEOMED facilities and any information NEOMED has regarding the problem.

3.6 Employment Taxes

Each party shall be solely responsible for reporting, withholding and paying all employment related taxes, payments and withholdings for its own personnel. This includes such items as federal, state and local income taxes, social security, unemployment and disability deductions, withholdings and payments. It also includes such items as any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time services are rendered or at a later time.

3.7 Sales, Use, Excise and Property Taxes

NEOMED is exempt from any sales, use, excise and property tax. To the extent sales, use, excise, property or any similar tax is imposed on Bidder in connection with the Project such will be the sole responsibility of Bidder. Bidder shall pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time services are rendered or at a later time.

3.8 Delivery

- **F.O.B. The Place of Destination**. Bidder must provide the equipment, supplies and/or services under this Contract F.O.B., the place of delivery/destination, unless otherwise stated. The address of delivery will be specified by the purchase order or other ordering document. Freight shall be prepaid unless otherwise stated.
- **Time of Delivery**. If Bidder is not able to deliver the equipment, supplies and/or services on the date and time specified by NEOMED on the purchase order or other ordering document, Bidder must coordinate an acceptable date and time for delivery. If Bidder is not able to, or does not, provide the equipment, supplies and/or services to NEOMED by the date and time agreed upon, NEOMED may obtain any remedy provided below or any other remedy at law.
- **Title and Risk of Loss**. Bidder shall retain title and bear the risk of any loss or damage to the items purchased by NEOMED until they are delivered at the specified F.O.B. point; and upon such delivery, title shall pass to NEOMED and Bidder's responsibility for loss or damage shall cease except as resulting from Bidder's negligence or failure to comply to all stated terms and conditions. Passing of title upon such delivery shall not constitute acceptance of the terms by NEOMED. All goods received are subject to NEOMED's right of inspection and rejection of non-conforming or defective goods. The goods rejected because of inspection will be held for

Bidder's inspection at Bidder's risk and, if Bidder directs, will be returned at Bidder's expense. Freight to and from original destination for excess goods will be paid by Bidder, except for customary quantity variations recognized by trade practice. NEOMED's payment for goods and/or services prior to inspection shall not constitute acceptance of goods and/or services later received.

3.9 Related Contracts

Bidder warrants that Bidder has not and will not enter into any contracts without written approval of NEOMED to perform substantially identical services for NEOMED such that the Project duplicates the work done or to be done under the other contracts.

3.10 Subcontracting

- **For this proposal, supplementary electrical and network modifications will be provided by NEOMED**.
- Bidder may not enter into subcontracts for the Project after award without prior written approval from NEOMED. Bidder will not need NEOMED's prior written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Project. All subcontracts will be at the sole expense of Bidder unless expressly stated otherwise in the RFP.
- NEOMED's approval of the use of subcontractors does not mean that NEOMED will pay for them. Bidder shall be solely responsible for payment of its subcontractors and any claims of subcontractors for any failure of Bidder or any of its other subcontractors to meet the performance schedule or performance specifications for the Project in a timely manner. Bidder shall hold NEOMED harmless for and will indemnify NEOMED against any such claims.
- Bidder shall assume responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further NEOMED shall consider Bidder to be the sole point of contact regarding contractual matters, including payment of all charges resulting from this Contract. Bidder shall be fully responsible for any default by a subcontractor, just as if Bidder itself had defaulted.
- If Bidder uses any subcontractors, each subcontractor must have a written agreement with Bidder. That written agreement must incorporate this Contract by reference. The agreement must also pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and Bidder. Among such provisions are the limitations on Bidder's remedies, the insurance requirements, record keeping obligations and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid sections that expressly provide exclusion for small-dollar subcontracts.
- Should Bidder fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages NEOMED in any way, Bidder shall indemnify NEOMED for the damage.

3.11 Record-Keeping Requirements

- Bidder shall keep all financial records in a manner consistent with generally accepted accounting procedures. Documentation to support each action shall be filed in a manner allowing it to be

readily located.

- Bidder shall keep separate business records for the Project, including records of disbursements made and obligations incurred in the performance of this Contract which records shall be supported by contracts, invoices, vouchers and other data as appropriate.
- During the period covered by this Contract and until expiration of three (3) years after final payment under this Contract, Bidder agrees to provide NEOMED, its duly authorized representatives, or any person, agency or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of Bidder involving transactions related to this Contract. Bidder shall, for each subcontract in excess of two thousand five hundred dollars ($2,500.00), require its subcontractors to agree to the same provisions of this Section.

3.12 Termination of this Contract

- **Termination for Cause**. NEOMED may terminate this Contract if Bidder defaults in meeting its obligations under this Contract and fails to cure its default within the time allowed by this Contract, or if a petition in bankruptcy (or similar proceeding) has been filed by or against Bidder. NEOMED may also terminate this Contract if Bidder violates any law or regulation in doing the Project, or if it appears to NEOMED that Bidder's performance is substantially endangered through no fault of NEOMED. In any such case, the termination will be for cause, and NEOMED's rights and remedies will be those identified below for termination for cause.
- **Cure Period**. On written notice, Bidder shall have thirty (30) days to cure any breach of its obligations under this Contract, provided the breach is curable. If Bidder fails to cure the breach within such time or if the breach is one that is not curable, NEOMED shall have the right to terminate this Contract. NEOMED shall also have the right to terminate this Contract in the case of breaches that are cured within thirty (30) days but are persistent. "Persistent" in this context means that NEOMED has notified Bidder in writing of Bidder's failure to meet any of its obligations three (3) times. after the third notice, NEOMED may terminate this Contract without a cure period if Bidder again fails to meet any obligation. The three (3) notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than thirty (30) days or for no cure period at all. Those provisions will prevail over this one. If a section does not state what the cure period will be, this provision will govern.
- **Termination for Convenience**. NEOMED may terminate this Contract for its convenience and without cause or if the Ohio General Assembly or NEOMED Board of Trustee fails to appropriate funds under the biennial budget or NEOMED Tuition and Fee Schedule for any part of the Project. If a third party is providing funding for the Project, NEOMED may also terminate this Contract should that third party fail to release any Project funds. The RFP identifies any third-party source of funds for the Project.
- **Effect of Notice of Termination**. The notice of termination, whether for cause or without cause, shall be effective as soon as Bidder receives it. Upon receipt of the notice of termination, Bidder shall immediately cease all work on the Project and take all steps necessary to minimize any costs Bidder may incur related to this Contract. Bidder shall also immediately prepare a report and deliver it to the State. The report must be all-inclusive; no

additional information will be accepted following the initial submission. The report must detail the work completed as of the termination date, the percentage of the Project's completion, any costs incurred in doing the Project to that date and any Deliverables completed or partially completed but not delivered to NEOMED at the time of termination. Bidder shall also deliver all the completed and partially completed Deliverables to NEOMED with its report. If delivery in that manner would not be in NEOMED's best interest, then Bidder shall propose a suitable alternative form of delivery.

- **Effect of Termination for Cause**. If NEOMED terminates this Contract for cause, it shall be entitled to cover for the Project by using another Bidder on such commercially reasonable terms as it and the covering Bidder may agree. Bidder shall be liable to NEOMED for all costs related to covering for the Project to the extent that such costs, when combined with payments already made to Bidder for the Project before termination, exceed the costs that NEOMED would have incurred under this Contract. Bidder shall also be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause. NEOMED may deduct all or any part of the damages resulting from Bidder's default from any part of the price still due on this Contract, after NEOMED has provided prior written notice to Bidder of such default and intent to deduct such damages. Termination resulting from breach shall be cause, at NEOMED's sole discretion, to suspend Bidder from proposing on any project at NEOMED for a period of up to three (3) years.
- **Effect of Termination for Convenience**. If NEOMED terminates this Contract for convenience, Bidder shall be entitled to compensation for any work on the Project that Bidder has performed before the termination date. Such compensation shall be Bidder's exclusive remedy in the case of termination for convenience and shall be available to Bidder only once Bidder has submitted a proper invoice for such, with the invoice reflecting the amount determined to be owing to Bidder by NEOMED. NEOMED shall make that determination based on the lesser of the percentage of the Project completed or the hours of work performed in relation to the estimated total hours required to perform the entire applicable unit(s) of work.

3.13 Suspension of this Contract

- **Suspension**. NEOMED shall have the option of suspending rather than terminating the Project where NEOMED believes that doing so would better serve its interests.
- **Effect of Notice of Suspension**. Any notice of suspension, whether with or without cause, shall be effective as soon as Bidder receives it. Bidder shall prepare a report, which includes the information set forth in Paragraph 13(d).
- **Effect of Suspension for Cause**. In the case of suspension of the Project rather than termination for cause, Bidder shall not be entitled to compensation for any work performed. If NEOMED reinstates the Project after suspension for cause, rather than terminating this Contract after the suspension, Bidder may be entitled to compensation for work performed before the suspension, less any damage to NEOMED resulting from Bidder's breach of this Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to NEOMED from the default or other event giving rise to the suspension.

- **Effect of Suspension for Convenience**. In the event of a suspension for the convenience of NEOMED, Bidder shall be entitled to receive payment for the work performed before the suspension. In the case of a suspension for NEOMED's convenience, the amount of compensation due to Bidder for work performed before the suspension will be determined in the same manner as set forth in for a termination for NEOMED's convenience. Bidder shall not be entitled to compensation for any other costs associated with a suspension for NEOMED's convenience. No payment under this provision shall be made to Bidder until Bidder submits a proper invoice.
- **Resuming the Project; Ability to Terminate**. After suspension of the Project, Bidder shall perform no work without the written consent of NEOMED and will resume work only on receipt of written notice from NEOMED to do so. In any case of suspension, NEOMED retains its right to terminate this Contract rather than to continue the suspension or resume the Project. If the suspension is for the convenience of EOMED, then termination of this Contract will be a termination for convenience. If the suspension is with cause, the termination will also be for cause.
- **Limitation on Suspension; Effect of Suspension for Convenience for Longer than Thirty(30) Days**. NEOMED shall not suspend the Project for its convenience more than once during the term of this Contract, and any suspension for NEOMED's convenience shall not continue for more than thirty (30) days. If Bidder does not receive notice to resume or terminate the Project within the thirty-day period, then this Contract shall automatically terminate for NEOMED's convenience at the end of the thirty-day period.

3.14 Confidentiality

Bidder may receive from and/or create on behalf of NEOMED certain information, documents, data, records and other material, whether in written, electronic or oral form, that is confidential (the "Confidential Information") in the performance of this Contract. Bidder may not disclose any Confidential Information received from and/or created on behalf of NEOMED as a result of this Contract without prior written permission from NEOMED. Bidder must assume that all information received from and/or created on behalf of NEOMED under this Contract, regardless of the form, is Confidential Information.

3.15 Rights in Data, Patents and Copyrights; Public Use

- The Deliverables provided by Bidder under Paragraph 2(d) shall become the property of NEOMED. NEOMED, and any person, agency or instrumentality providing financial assistance for the work performed under Section 2 shall have an unrestricted right to reproduce, distribute, modify, maintain and use the Deliverables, for their intended purpose, and Bidder shall not obtain copyright, patent or other proprietary protection for the Deliverables, provided, however, that Bidder shall reserve its rights in all methods, pre-existing work, software and data used to prepare such Deliverables. Bidder shall not include in any Deliverable any copyrighted matter, unless the copyright owner and any person, agency or instrumentality providing financial assistance to the work hereunder gives prior written approval to use such copyrighted matter in the manner provided for herein.
- Neither Bidder nor any of its employees, agents, subcontractors or assigns shall make a

disclosure for the purpose of securing a patent in the United States or any other country for any of the Deliverables unless such disclosure is approved in writing by NEOMED prior to application for the patent. In the event that such patent is obtained, Bidder shall provide NEOMED written authorization for NEOMED and any other person, agency or instrumentality contributing financial support to the work hereunder to make use of the subject of the said patent disclosure without payment therefore.

- Bidder agrees that all Deliverables may be made freely available to the general public to the extent required by law.

3.16 Workers Compensation

Bidder shall carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the State of Ohio. Failure to maintain Workers' Compensation Liability Insurance for the duration of this Contract and any renewal hereto will be considered a default.

3.17 Contract Bond

At NEOMED's request, Bidder shall provide a Contract Bond for payment and performance of Bidder's obligations under this Contract. The form of the Contract Bond to be provided, if requested, by Bidder is included as an attachment to the RFP. Failure of Bidder to provide the Contract Bond on or before the date it is required to be delivered to NEOMED shall result in a breach of this Contract without a cure period and termination or suspension (or ultimately both) of this Contract for cause.

3.18 Indemnification

Bidder agrees to indemnify and shall hold NEOMED, its employees, members of its Board of Trustees and its Officers and administrators, harmless from any and all claims, damages, lawsuits, costs, judgments, expenses or liabilities that may arise out of, or are related to, Bidder's performance under this Contract, including the performance by Bidder's employees and agents and any individual or entity for which Bidder is responsible. When applicable Bidder shall reimburse NEOMED for any judgments for infringement of patent or copyright rights and agrees to defend against any such claims or legal actions if called upon by NEOMED to do so.

3.19 Force Majeure

- The term "Force Majeure" means without limitation: Acts of God, such as epidemics, lightning, earthquakes, fire, storms, hurricanes, tornadoes, floods, washouts, droughts and any other severe weather; explosions; arrests; restraint of government and people; strikes; and any other like events or any other cause that could not be reasonably foreseen in the exercise of ordinary care and that is beyond the reasonable control of the party.
- If NEOMED or Bidder is unable to perform any part of its obligation under this Contract by reason of Force Majeure, the party is excused from its obligations, to the extent that its performance is prevented by Force Majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract.

3.20 NEOMED Consent to Assign or Delegate

Bidder may not assign or delegate any of its rights under this Contract unless NEOMED consents to the assignment or delegation in writing. Any purported assignment or delegation made without NEOMED's written consent is void.

3.21 Limitation of Liability

- In no event shall NEOMED be liable for any indirect or consequential damages, including loss of profits, even if NEOMED had been advised, knew or should have known of the possibility of such damages.
- Notwithstanding any language to the contrary, Bidder shall be liable for any personal injury or damage to real property or tangible personal property, caused by its fault or negligence.

3.22 Conflicts of Interest

No personnel of Bidder may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, Bidder shall not knowingly permit any public employee who has any responsibilities related to this Contract or the Project to acquire an interest in anything or any entity under Bidder's control if such interest would conflict with that employee's duties. Bidder shall disclose to NEOMED knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. Bidder shall take steps to ensure that such a person does not participate in any action affecting the work under this Contract. This will not apply when NEOMED has determined, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

3.23 Compliance with Law

Bidder agrees to comply with all applicable federal, state and local laws in the conduct of the work for the Project.

3.24 Equal Employment Opportunity

- During the Project, Bidder shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, and conditions of privileges of employment or any matter directly or indirectly related to race, religion, color, sex, national origin, disability, age or Vietnam-era status ("Protected Status"). Contactor shall ensure that applicants for employment and employees are treated without regard to their Protected Status. This is required pursuant to Executive Order 11246. Any breach thereof may be regarded as a material breach of contract or purchase order.
- Bidder agrees to post notices with the provisions of this in visible places that are available to employees and applicants and to state in all solicitations and advertisements for employees that it is an equal opportunity employer.

3.25 Drug-Free Workplace

Bidder shall comply with all applicable state and federal laws regarding keeping a drug-free workplace. Bidder shall make a good faith effort to ensure that all Bidder's employees, while working on NEOMED property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

3.26 Supplier Diversity
The University shall seek to set aside approximately fifteen percent (15%) of the estimated value of all purchases per year for competition by certified minority business enterprises, in accordance with Ohio Revised Code Section 125.081.

3.27 Buy Ohio
The University shall give preference in its procurement activities to products that are produced or mined in Ohio and to Bidders that qualify as having a significant Ohio economic presence in accordance with Ohio Revised Code Section 125.11(B).

3.28 Buy America
The University shall give preference in its procurement activities to products that are produced, mined, or manufactured in the United States in accordance with Ohio Revised Code Section 125.11(B).

3.29 Prevailing Wage Rate.
The University shall give preference in its procurement activities to products that are produced, mined, or manufactured in the United States in accordance with Ohio Revised Code Section 125.11(B) and any associated federal wage and hour laws and regulations.

3.30 Finding for Recovery
Bidder warrants that it is not subject to an unresolved finding for recover under Section 9.24 of the Ohio Revised Code or is suspended or debarred by any office of the State of Ohio or the federal government during the term of this contract. If the warranty was false on the date the parties signed this Contract, the Contract is void *ab initio*.

3.31 Anti-Lobbying
Bidder warrants that it has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award and must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

3.32 Warranties
Unless otherwise stated, all equipment and/or supplies shall be new and unused. All products shall carry manufacturer's warranties in addition to implied warranties. Bidder warrants all equipment and/or supplies to be free from defects in labor, material and workmanship (manufacturing) and be in compliance with RFP specifications.

3.33 Marketing; Advertising
Bidder shall not willfully obtain and/or use the name, identifying marks and/or property of NEOMED for its own promotional purposes.

3.34 Injunctive Relief
Nothing in this Contract is intended to limit NEOMED's right to injunctive relief if such is necessary to protect its interests or keep it whole.

3.35 Binding Effect
This Contract shall be binding upon and inure to the benefit of the respective successors and assigns of NEOMED and Bidder.

3.36 Amendments; Waiver
No change to any provision of this Contract shall be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms of this contract shall not act as a waiver of those terms. Waivers must be in writing to be effective. Either party may at any later time demand strict performance.

3.37 Severability
If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Contract shall remain in full force and effect.

3.38 Headings
The headings used herein are for the sole sake of convenience and shall not be used to interpret any section.

3.39 Governing Law
This Contract shall be governed by the laws of Ohio, and venue for any disputes shall lie exclusively with the appropriate court in Portage County, Ohio.

4.0 SELECTION CRITERIA

The University will select one Vendor which it believes offers the proposal(s), or parts thereof, 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 the following criteria and reserves the right to award to a vendor that may not be highest in commissions offered and/or lowest in fees charged.

4.1 CORE ELEMENT CRITERIA

Fixed price requests for quote are awarded to the lowest priced, most responsive Bidder. Otherwise, the University views the elements contained in the following table '**Core Elements'** as the foundational elements of this project and all proposals will be evaluated against these elements.

The scale below (0-4) will be used to rate each criteria within the 'Core Elements' table:

- **Does Not Meet Expectations** (0 points) - Proposal does comply substantially with requirements.
- **Below Expectations** (1 point) - Proposal meets most requirements of the element and weaknesses or deviations from these requirements are minor.
- **Meets Expectations** (2 points) – Proposal generally meets the requirements (or expectations) of the element.
- **Exceeds Expectations** (3 points) – Proposal exceeds the requirements (or expectations) of the element and contains at least one additional feature that is beyond the requirements of the element and that provides a benefit to the University.
- **Greatly Exceeds Expectations** (4 points) – Proposal significantly exceeds the requirements (or expectations) of the element in ways that provide significant tangible benefits to the University.

Upon submission of the proposals, a review and evaluation of each submission will be conducted. Prior to the final selection of a Vendor, the proposers may be asked to meet with the Selection Committee which may include, but is not limited to, admission and financial aid staff with marketing and communication consultation, to discuss their proposal, company, services and pricing. The University will not be responsible for costs incurred by the proposer in attending such a meeting.

The Selection Committee will rank the proposals by multiplying the score received in each category by its assigned weight and adding all categories together to calculate the Vendor's total score. The University reserves the right to modify the scoring system by adding to or modifying the rating criteria and/or score as responses are reviewed.

CORE ELEMENTS REVIEW TABLE

ELEMENT	WEIGHT	RATING (0 - 4)	WEIGHTED SCORE
• Functionality: How well does the proposed vehicle meet the outlined requirements?	45		
• Cost: Overall cost and ongoing maintenance, including any discounts or special pricing.	45		
• Support and Maintenance: Quality of customer support.	10		
		Vendor's Total Score	

The Selection Committee will rank the Proposals by multiplying the score received in each category by its assigned weight and adding all categories together for the Agent's total score. The scoring values shown, 0 through 4, are targets for each category. The actual number values awarded may be higher or lower (not lower than 0 or higher than 4) based on the evaluation committee's determination. The University reserves the right to determine the relative weight assigned to each element involved in the evaluation process.

4.2 TOTAL POINTS

400 total points are attainable by scoring 4 ("greatly exceeds expectations") points, multiplied by corresponding weight, for each of the items in the Core Elements review table.

The Agents/Brokers with the highest point total from all phases of the evaluation will be recommended for the next phase of the evaluation. If the committee finds that one or more Proposals should be given further consideration, the committee may select one or more of the highest scoring Proposals to move to the next phase. The committee may alternatively choose to bypass any or all subsequent phases and make an award based solely on the evaluation phase.

4.3 SELECTION PROCESS

If the Selection Committee feels more information is necessary to make a good business decision, they may determine another phase of evaluation is necessary and will establish a cutoff criterion for the lowest scoring proposals that will not meet the business requirements of the University. In the subsequent phase, the Committee will specify the additional information being asked for of each of the remaining Vendors. The Proposal(s) selected to be considered in the next phase will always be the highest ranking Proposal(s) based on this analysis. The Committee may not move a lower ranking Proposal(s) to the next phase *unless* all Proposals that rank above it are also moved to the next phase, excluding any proposals that the committee disqualifies because of excessive cost or other reasons. Alternatively, if there are to be no more phases because the committee feels they are unnecessary or inappropriate, the highest-ranking Proposal will be awarded the Contract.

This proposal asks for responses and submissions from Vendors, most of which represent components of the above criteria. While each element represents only a part of the total basis for a decision to award the Contract to a Vendor, a failure by a Vendor to make a required submission or meet a mandatory requirement will normally result in a rejection of that Agent's Proposal. The value assigned above to each element is only a value used to determine which Proposal is the most advantageous to the University in relation to the other Proposals that the University received. It is not a basis for determining the importance of meeting any requirement to participate in the Proposal process.

If the University does not receive any proposal that meets all (if any) the mandatory requirements, the University may cancel this RFP. Alternatively, if the University believes it is in the University's best interest, the University may evaluate proposals despite their failure to meet all the mandatory requirements. In doing this, the University may consider one or more of the highest-ranking Proposals. The University may not consider any lower-ranking proposals unless all proposals ranked above it are also considered, except as provided below.

If no proposal meets all the mandatory requirements, it may be that an upper ranking Proposal contains a failure to meet a mandatory requirement that the committee believes is critical to the success of the RFP's objectives. If the Vendor of the higher-ranking proposal is unwilling to amend the proposal to include the mandatory requirement, the committee may reject each proposal that fails and consider lower ranking proposals. Before doing so, the committee must notify the agent/broker of the situation.

If the Vendor cures its failure to meet a critical mandatory requirement, its Proposal will continue to be considered. If the Agent is unwilling or unable to cure the failure, its Proposal may be rejected. The committee then may continue to consider the other remaining Proposals, including, if the committee so chooses, proposals that ranked lower than the rejected Proposal.

During the selection and assessment process, the committee may ask Vendors to meet and/or have a phone conference to affirm the requirements in this RFP and ensure that the potential Vendor is clear on the needs of the University.

4.4 QUESTIONS AND RESPONSES

Official responses to all questions will be issued in writing by the Office of Accounting and Budget to all Vendors through the Public Purchase platform. The University shall consider any other response received unofficial. 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.

5.0 VENDOR QUESTIONNAIRE

Proposals should be organized into distinctive sections that correspond with the "Vendor Questionnaire" categories that appear in all caps and bold type. It is the Bidder's sole responsibility to submit information related to the evaluation categories and the University is not obligated to solicit such information if it is not included. The failure to submit such information may cause an adverse impact on the evaluation of the proposal.

If your company is a branch or subsidiary of a larger/national agency, the information provided in reference to the questions in this questionnaire should reflect only the activities of and resources available at the office on behalf of which this proposal is being submitted, unless otherwise requested. If facilities or expertise from your parent or affiliated offices will be available and/or necessary in servicing our needs, please indicate this in your submission cover letter.

Supplementary material on any of the questions below may be attached to this questionnaire. (Note: this form may be either filled in or reproduced on your own word processing system, however, please reproduce in the same order as it exists.)

5.1 GENERAL INFORMATION

1. Name of Company: _____

   Address: _____

   _____

   Telephone:_____E-Mail: _____

   Name of contact person and title in connection with this proposal: _____

   _____

2. Please list subsidiary or associate companies of your company which you wish to utilize in servicing the University account.

   _____

   _____

   _____

3. Date submitting office was established: _____

4. If a subsidiary/branch/franchise of a national agency, provide the following information on the parent organization:

   Head Office: _____

   Date established: _____

   Number of offices in the U.S.: _____

5. Give a brief summary of the history of your company and the services it provides. In the summary, please provide information you feel set your company apart from others in your industry.

5.2 RELATED EXPERIENCE

Please list the name and details of services rendered by your company (or office that will be handling this account):

1. Largest account clients:

   Client #1: _____

   _____

   _____

   Name/Title of contact: _____

   Phone: _____

   Client #2: _____

   _____

   _____

   Name/Title of contact: _____

   Phone: _____

Client #3: _____

_____

_____

Name/Title of contact: _____

Phone: _____

2. Higher Education Clients (specify lines of coverage) handled by your local office:

Client #1: _____

_____

_____

Name/Title of contact: _____

Phone: _____

Client #2: _____

_____

_____

Name/Title of contact: _____

Phone: _____

Client #3: _____

_____

_____

Name/Title of contact: _____

Phone: _____

5.3 VENDOR SERVICES/SOLUTIONS AND RELATED INQUIRIES

Describe thoroughly the extent to which the services (as detailed in 2.1 Request Details) are available from your company.

5.4 STAFFING QUALIFICATIONS

Provide information on account executive(s) and support staffs that you propose to assign to service the University account. Attach detailed resumes of the account executive(s) and any backup staff you plan to use in servicing the account. Each resume should include at least the following:

a. Name
b. Title
c. Number of years in this capacity
d. Length of service with your company
e. Where the individual is located
f. Educational Background
g. General Professional Experience
h. Professional experience in servicing higher education institutions
i. List any areas of expertise.

Describe the nature and level of staff resources and service capabilities readily available to you through your parent organization – especially as they relate to higher education.

_____

_____

_____

_____

5.5 FEE/COST STRUCTURE

State how your company will be compensated for the services as detailed in the RFP. Examples may be a cost catalog of goods/equipment, labor costs by category, percentage savings in relation to cost, any fees associated with subcontracting, etc.

NEOMED requires full disclosure of any compensation, which the Vendor receives from any party as a direct or indirect result of their relationship with the University.

Vendors selected for an interview may be required to provide their latest audited financial statements for review and evaluation.