REQUEST FOR PROPOSAL 2026-10-389 MRT

THE UNIVERSITY OF AKRON IS SEEKING PROPOSALS
for

T&M Contract HVAC

AS PER THE SPECIFICATIONS LISTED HEREIN

PROPOSAL DUE DATE: 10/22/2026

PROPOSAL DUE TIME: 2:00 PM LOCAL TIME

ISSUED BY: THE UNIVERSITY OF AKRON
DEPARTMENT OF PURCHASING
Contact: Michael Trivisonno

NOTE: All questions and correspondence MUST go through Workday Strategic Sourcing. Bidders must register to use Workday Strategic Sourcing by navigating to the following:
https://doc.workday.com/user-guide/en-us/strategic-sourcing/supplier-account-setup/gnj1594911610346.html
Additional vendor support is provided by emailing: scoutsupport@workday.com

Pre-Bid Meeting: Tuesday, October 13th at 11am at the Department of Purchasing Conference Room, 1st Floor, 250 S. Forge Street, Akron, Ohio 44325-9001. PEAC Suite 102

1.0 GENERAL INFORMATION

The University of Akron (UA) is one of the highest ranked public urban research universities in Ohio and the Midwest. Founded in 1870, UA is a Princeton Review Best Regional College and has the top polymer science and plastics engineering program in the world, according to EduRank. The University meets the needs of its more than 15,000 students with over 200 in-demand associate, bachelor's, master's, doctoral and professional degree programs, and top-ranked online and adult education programs for nontraditional students.

UA's metropolitan campus in Ohio's fifth-largest city is surrounded by thousands of businesses, including Fortune 500 companies, offering students access to internships, co-ops and career pathways. UA offers around 300 extracurricular opportunities and 17 NCAA Division I sports teams, as well as a nationally recognized student success and support program, an award-winning student recreation center and a Smithsonian-affiliate museum.

To learn more about The University of Akron, visit www.uakron.edu.

1.1 Process and Timeline

RFP Released	October 6th, 2026
Pre-Bid Meeting	October 13th, 2026
Deadline for Questions	October 16th, 2026
Proposals Due	October 22nd, 2026
Final Selection	October 23rd, 2026

All dates except for Proposal Due Date are estimates and may move slightly as the process unfolds.

1.2 The University of Akron T&M Process

Time & Materials (T&M) contracts are intended for emergency or time-sensitive work where services must be initiated quickly and there is insufficient time to obtain competitive quotes for each individual project. Through the competitive RFP process, the University establishes a pool of qualified T&M contractors. Labor rates, material pricing and other applicable costs submitted during the RFP process are fixed for the contract term and will apply to all T&M work performed during that period.

1. When an emergency or time-sensitive need arises, the University will contact T&M contractors based on the established ranking from the RFP evaluation, beginning with the contractor offering the most favorable pricing.
2. If the first-ranked contractor is unavailable or unable to perform the work, the University will contact the next contractor in the established order until the work is assigned.
3. Once a contractor accepts the assignment, work may proceed in accordance with the scope of services and the terms and conditions of the contract.
4. Separate quotes are not required for each T&M project, as labor rates, material pricing and other applicable costs were competitively established through the RFP process and incorporated into the Professional Services Agreement (to be signed by all awarded contractors).
5. Contractors are required to maintain accurate records of labor hours, materials, equipment and any other allowable costs associated with the work.

6. Upon completion of the work, the contractor shall submit an itemized invoice detailing all charges.
7. The University will review and verify the invoice against the pricing submitted in the RFP, as well as the actual work performed, including labor classifications, applicable prevailing wage requirements, labor hours, materials, equipment, and other allowable charges.
8. Once the invoice has been reviewed and approved, it will be forwarded to Accounts Payable for payment.

2.0 PROPOSALS

2.1 Scope

SECTION 1: GENERAL REQUIREMENTS AND INSTRUCTIONS TO BIDDERS

1. Proposals are invited for furnishing labor, service, and/or materials in the HVAC trade(s) as described in these specifications for general maintenance and repair work, alterations, and construction, on an "as needed" basis, by The University of Akron. All work under this contract shall be in accordance with the following General and Detailed specifications and with any supplemental plans and specifications as may be required and issued for any specific project to be accomplished under this agreement.

2. Proposals are to be submitted on the official "Form of Proposal" attached to these specifications. All forms shall be filled in completely. Failure to submit required materials or provide information as required may be cause for rejection of the proposal. Other inclusions with the proposal submission should be:
    a. Company Narrative Letter (See item 3 below for instructions)
    b. Stock price list
    c. Subcontract list
    d. List of Exceptions (if any)

3. Proposals are solicited from, and contracts will only be awarded to, experienced prime contractors in the trade category listed. Bidders must be able to document satisfactory experience in servicing various commercial/industrial accounts in that trade. The bidders must submit a narrative letter describing their company. This letter shall include: the principals; size of company; number of employees, classifications, certifications and experience levels of full-time employees; and equipment and facilities of the company. Failure to submit this information may be cause for rejection of the proposal. Bidders must realize that their ability to provide the quality and levels of service required by the University, over the life of the contract, will be a prime consideration in awarding contracts under these specifications.

    Contractors must be prepared to provide sufficient skilled tradesmen, equipment and materials to accomplish various jobs or projects, concurrently, during our peak construction season. Depending upon the proven capabilities of a contractor at various sized projects, the size of the contractors regular work force, the ability of the contractor to draw upon a recognized pool of skilled craftsmen, and the amount of yearly work normally accomplished by the University, the University reserves the right to make an award to one (1) vendor or multiple vendors for this contract, if it is determined to be in the University's best interest. In awarding joint contracts, the relative size of the various

bidders' full time work-forces, in comparison to estimated needs of the University, will be a major determining factor as to which bidder(s) such award(s) is (are) made.

4. The term of the contract shall be for one year**.** The contract shall be renewable for four (4) additional years, one (1) year at a time, upon mutual agreement of both parties. The University also reserves the right to extend the contract for one hundred and twenty (120) days past the normal expiration date. The contract may be cancelled by either party at any time during its term, by giving thirty (30) days prior written notice to the other party.

5. Slow response time on projects, failure of the contractor to pursue the work with diligence, poor productivity or inefficient work, and/or poor workmanship, the inability of the contractor to provide sufficient skilled craftsmen, on a timely basis as determined by the University will be grounds to cancel the contract. The University of Akron also reserves the right to notify the contractor regarding any of its employees who might be in violation of the contract and University rules and regulations or whose conduct or workmanship is unsatisfactory to the University. It is expected that the contractor will undertake appropriate corrective action. It is understood that the contractor will utilize workers on the campus who will abide by University rules and regulations as well as the laws and ordinances of the City of Akron, State of Ohio, and the federal government.

6. The contractor shall have the capability of responding to the needs of The University of Akron on both an emergency and routine basis. Routine needs will require response within 3 days depending on the size of the job, number of workers needed, other projects on campus, etc. Emergency work must require response within 2 hours, and require a varied number of personnel depending on the severity of the problem. It shall be understood that for emergency work, time is of the essence.

7. Assignment of foremen, journeymen, apprentices, and laborers on each project, and ratio of one to another, shall vary by the size of the project and be governed by applicable local agreements or normally accepted local practices. Contractors participating in apprenticeship programs may quote labor rates for apprentices on an attached sheet, and use such apprentices on University work in accordance with accepted ratios and upon approval of the University. The University reserves the right to limit the use of, or level of, apprentices on any or all projects. Availability of qualified apprentices at favorable rates will be a consideration, but not the sole basis, for the award. If rates are not quoted for apprentices, the University assumes and expects that the contractor will furnish fully qualified journeymen for all work.

8. The contractor is expected to furnish, at no additional cost: tools, safety equipment, welding equipment, and hand power tools normally associated with the trade requested.

9. Each project will have a designated University of Akron Project Manager. All communications regarding the project must be directed to the Project Manager. Estimates and rental rates must be submitted in writing and written approval must be obtained from the Project Manager prior to proceeding with any work.

10. In the event that specialty tools need rented for a specific project, it is expected that the contractor will provide the Project Manager a written estimate of rental costs and obtain written approval prior to renting such equipment. Availability of tools and equipment, and usage rates, may be a

consideration in award. Failure of the contractor to provide sufficient tools of the trade, for work assigned, will be just cause for immediate cancellation of the contract. Any charges for such rentals are to be at the agreed upon hourly rate and only for the actual hours operated, not storage hours on campus.

11. FOR ALL WORK under these specifications, the contractor shall provide that eight (8) hours shall constitute a day's work, and that the **prevailing wage rates apply if the work exceeds the rate schedule found at http://www.com.ohio.gov/laws/docs/dico_prevailingwagethresholds.pdf** .

12. Payments for labor and services under this contract shall be made on an hourly flat rate basis, and limited to trade work actually performed on any project. Bidders shall quote a flat hourly rate for the job classifications and equipment as listed on the Form of Proposal, plus any additional job classifications or equipment they have available and consider applicable to this work. Benefits, normal travel time, insurance and taxes, other overhead, profit, and any other miscellaneous costs shall be included in and covered by the flat rate.

13. The University will make every effort to group projects so that employees can be assigned to work on campus for full workdays when services are required. When contractor employees can be assigned to work lasting at least one-half workday, such that contractor employees can begin or end their workday at the University, any travel time for which a contractor is obligated to pay his employee should be considered a part of overhead, and allowances for such, figured into the flat hourly rate quoted to the University. The University will pay additional hours for travel for emergency call-in, when contractor's employees are forced to travel during normal working hours due to the immediacy of the project; or, the project took less than four hours to complete and there were no other projects on campus to assign the employee. The coordinator may schedule work to be completed on other shifts.

14. Normal supervisory time and administrative time, including project evaluation and estimating shall be considered as a part of overhead. If a specific major project or projects require a significant time commitment by the contractor and/or his employees/tradesmen for evaluation, engineering, consulting and/or his estimating; separate payment for these consulting services may be authorized by the University. However, any such payment must be applied for in advance by the contractor and approved by the Project Manager prior to the consulting/evaluation work being accomplished.

15. If any information or pricing submitted by the bidders is unclear to the University, the University may request additional explanation and/or pricing break-downs from the bidder for the purpose of evaluation and award decisions. The bidder shall answer requests for additional information or clarification in writing, and these responses will become a part of their proposal. Bidders failing to provide adequate information on any issue, in a timely manner to allow a comprehensive evaluation by the University, shall be considered unresponsive, and their proposal subject to rejection.

16. Prices offered shall be examined by the University for reasonableness, in light of prevailing wage requirements, overhead, and profit. Bidders may be called upon to detail and support their pricing prior to an award, and proposals determined by the University to be unreasonable in light of required wages and normal operational expenses may be rejected.

17. Work to be assigned under this contract shall be determined solely by The University of Akron. The

University reserves the right to bid any project separately. The University does not guarantee any specific volume of work under this contract. All work performed under this agreement shall be billed on a time and material basis utilizing the contract rates and based on actual labor, materials, equipment, and services provided.

During construction, any changes to or additions in the project scope shall be submitted to the appropriate Project Manager in writing and must receive written approval from the Project Manager prior to the commencement of such work. There shall be no verbal agreements as part of this contract.

18. The only increase in rates payable under this contract shall be labor increases as reflected in the Prevailing Wage determination for Summit County. The contractor shall notify the University immediately upon a wage increase and provide documentation for acceptance by the University. All bid prices submitted to The University of Akron must remain firm for one hundred eighty (180) days. After this period.

    Any price increase after the initial term requires at least thirty (30) days' prior written notice and must receive formal written approval from the University before becoming effective. The University reserves the right to evaluate the next lowest qualified bidder prior to approving any requested price increase. Suppliers are expected to submit their most competitive and comprehensive pricing, as post-submission price increases are not guaranteed.

SECTION 2: WORK CONTROL, TIMEKEEPING, & INVOICING

1. The University of Akron Physical Facilities T & M Coordinator or designated Project Manager will schedule all work, and will determine assignments and priorities.

2. A "T & M Weekly Time Sheet" will be used by each contractor and will form the basis for invoicing of all labor under this contract.

    a. Each contractor will submit to the University a list of all company tradesmen used on the project. This list will include the employee's name, classification, and hourly flat rate being billed to the University for this employee.

    b. Each contractor will maintain a T & M Weekly Time Sheet. The weekly time sheet will list each project on which work is accomplished that day, approximate percentage of completion, and a list of each employee working on campus that day with the regular and overtime hours expended on each work order. More than one time sheet per day may be used if required due to the number of projects.

    c. Time sheets must be submitted to the Project Manager no later than one week after the day worked. Time sheets must be accurate.

    d. Weekly time sheets will form the basis for billing of all labor under T & M Contracts.

3. Separate invoices shall be submitted for each project to include all labor, material, necessary and authorized equipment and tool rental, and other misc. charges. Billing shall occur in a timely manner. Projects being accomplished within a 2 (two) week period are to be billed upon completion. Projects lasting more than 2 (two) weeks, may be billed up to twice monthly. Invoices shall include the purchase

order number, job title and location, total labor hours, an itemized bill of materials with mark-up, and any approved miscellaneous charges such as trucking, equipment, etc.

4. When an invoice from the contractor to the University includes materials, the contractor must support these billings with copies of invoices or receipts showing the purchase from the original vendor. If the contractor will be furnishing bulk materials over time, from his own stock, the contractor must submit a price list to the project manager in advance for approval, supporting the prices with invoices/receipts as required. When approved, this price list shall remain on file and serve as the basis for charges for that material, until such time as a new price list is submitted by the contractor and approved.

5. When an invoice from the contractor to the University includes subcontractors, the contractor must support these billings with copies of invoices from the subcontractor.

6. All equipment manufacturer warranties shall be submitted to the appropriate project manager with the final weekly timesheet submission for a given project.

SECTION 3: GENERAL SPECIFICATIONS

1. The Director of Energy Engineering shall serve as the Time and Material (T & M) Work Coordinator. Specific Project Managers for each project may be assigned and may vary according to the trade or project.

2. Each bidder shall be responsible for examining all drawings, specifications, field conditions and all other available information pertaining to the project. No additional compensation will be awarded due to oversights on the part of the successful bidder.

3. The contractor is expected to obtain actual dimensions at each project site. Dimensions, routes, and detail shown on University drawings may not always be correct. The provisioning or use of such drawings will not relieve the vendor of his responsibility for accurate site measurements.

4. The specified work shall be completed for The University of Akron in accordance with these specifications and accompanying details and are subject to approval by the proper Project Manager of The University of Akron.

5. All work shall be done in a neat and workmanlike manner and will include all labor, material, and incidentals necessary to complete the project. All incidental rubbish and debris shall be removed from the site by the contractor, as often as necessary to ensure those conditions in and surrounding the work area are safe and free from pedestrian obstructions as part of this contract. All salvageable scrap materials are the property of The University of Akron and shall be removed to the proper holding area as directed by the Project Manager.

6. All material shall be as documented by the Project Manager. No substitutions will be allowed without written consent of the University’s Project Manager.

7. Contractors shall comply with all requirements of the Ohio Basic Building Code and "Contract for the Construction of Buildings". All work not done in accordance with (current) applicable codes shall be corrected by the contractor at his expense in a timely manner.

8. If at any time, improper or imperfect materials or faulty workmanship is evident, whether before or after inclusion into the work, the contractor shall be required to take any, or all, corrective measures at their own expense.

9. The contractor shall furnish all scaffolding, machinery, transportation, tools, test equipment, safety equipment and any other materials necessary for the proper completion of the project, all of which shall be suitable and safe.

10. The contractor must have all subcontractors approved by the University of Akron Purchasing Department in advance of awarding contract to subcontractors. Such subcontractors are responsible and liable under the same general terms and conditions of the project as the principal contractor. A list of areas that will be subcontracted must be submitted with the proposal.

11. All contractors, before making connections to or disturbing any of the service lines in buildings or tunnels of The University of Akron, shall obtain permission from The University Project Manager to proceed 3 weeks in advance, when appropriate. The University shop personnel will operate valves, switches, etc. to begin needed service interruptions and repeat when outage period is complete. The contractor shall be present during both shutdown and startup procedures. The contractor shall make all connections and changes to service lines in a manner to cause the least interference; this may require after-hours scheduling.

12. The contractor shall be responsible for damages to University property and shall repair or replace same. This includes damages which may result from any act, omission, neglect, or misconduct. When such damage or injury occurs, the contractor shall, at his own expense, restore property. This shall also apply to turf, shrubs, flower beds, trees, and other growth.

13. The contractor is to guarantee all workmanship (labor/materials) for one year from date of final acceptance of the project.

14. The contractor shall insure his workmen and will not hold the University responsible for any damage to life or limb incurred during the execution of work.

15. Unskilled, careless and otherwise objectionable employees shall be removed by the contractor on the written request of the University.

16. Hours of Work - Work under this contract shall be accomplished during normal University work hours unless otherwise approved by the Project Manager. These hours are Monday through Friday from 7:00 a.m. until 5:00 p.m. Likewise, contractors are expected to honor all University holidays unless approved by the Project Manager. The Project Manager may schedule work to be completed on other shifts.

17. Parking - All bidders will contact The University of Akron Parking Services Department 330-972-7213 to determine the policy governing parking permits for vehicles that will be driven to the campus by workmen. The cost for parking permits shall be considered as part of the contractors overhead and not billable to the University.

18. Contractors shall furnish secure storage outside the building for paints and other flammable liquids.

19. The contractor's employees are required to evacuate campus buildings during fire alarms.

20. Buildings other than those being worked in by the contractor will not be entered by contractor's employees for use of rest rooms, lunch rooms, coffee breaks etc.

21. Temporary barricades and traffic (pedestrian or vehicle) control devices shall be furnished, erected, and maintained by the contractor as required by the University.

22. All contractors are required to comply with University regulations concerning safety including: 1.) Physical Facilities Operations Center Lockout/Tagout policy; 2.) University of Akron Tunnel Policy; 3.) University of Akron Contractor Work Permit; 4.) The University of Akron Confined Space Policy, 5.) The University of Akron Hot Permit, 6) The University of Akron Hazardous Communications Policy, 7.) Other safety regulations and 8.) The University "Smoking Policy" may apply. The University is comprised of a multitude of buildings of varying age and construction, contractors should be aware of the possibility of the presence of materials containing asbestos. The contractor or their employee(s) is responsible for contacting The Department of Environmental and Occupational Health and Safety about other asbestos, and all other safety concerns. The Department of Environmental and Occupational Health and Safety can be reached at (330) 972-6866.

SECTION 4: DETAILED SPECIFICATIONS (HVAC)

1. The work will consist of installation, maintenance and repair projects involving general high Temperature Hot Water systems, high and low pressure steam, Chilled Water, natural gas piping, HVAC etc. The contractor must be experienced in servicing and installing air handling units for steam, oil fired, gas fired and electric systems. Contractors may be required to provide skilled mechanics in each of these areas to include a certified welder for high pressure steam lines. Contractor must maintain an available stock of steam parts and material compatible to the University of Akron's systems. Contractor must provide a gas- or diesel-powered electric arc welder. Attach a list that identifies welder Qualifications including if they are R-Certified.

   The type and number of personnel needed to comply will vary. In addition, the periodic need of refrigeration mechanics, steam pipe fitters and certified welder(s) will be required. Contractor must respond within 2 hour time frame for emergency calls at any time. The University of Akron does not obligate itself to any minimum workload and contractors are expected to provide additional personnel if the needs of the University dictate. Contractor must use UA 41 or equal to National Certified Pipe Welding Bureau # 1-12-1 for GTAW, gas tungsten arc welding welders.

2. The University reserves the right to supply all or part of the material requirements for any project that results from this contract.

The University of Akron - Department of Purchasing
Form of Proposal

Project – Time and Material – HVAC

We, the undersigned, having read the specification, hereby propose to furnish all necessary labor, equipment, materials, and services required for the completion of all work specified at the following rates:

Labor/Equipment Rates

Hourly Rates	Regular	Overtime	Weekend	Holiday
Laborer	_____	_____	_____	_____
Pipefitter	_____	_____	_____	_____
Welder	_____	_____	_____	_____
R-Stamp Welder	_____	_____	_____	_____
Other (specify/attach list)				

Materials (percent added to material cost)	_____%
Subcontractor (percent added to subcontract cost)	_____%
Number of welders on staff	_____
Number of Welders capable of welding to B31.1	_____
Number of Welders certified UA41 or equivalent	_____
Number of plumber/pipefitters certified to work on fire protection	_____
Ability to perform hot taps (not subcontracted)	Yes or No
Other charges (list all equipment and associated rates)	
Attach list of areas to be subcontracted	

HVAC Technical Qualifications

Number of EPA 608 Certified Technicians:	_____
Number of Building Automation Systems (BAS) Technicians:	_____
Number of Boiler Technicians:	_____
Number of Chiller Technicians:	_____
Number of Steam/Pipefitting Technicians:	_____

_____	_____
(name of firm)	(signature)
_____	_____
(address)	(typed name)
_____	_____
(city and state)	(title)
_____	_____
(telephone)	(date)

8.0 BACKGROUND CHECKS

The Bidder acknowledges that The University of Akron places great importance upon the safety of individuals and personal property. Individuals performing contract work may encounter various members of the campus community during the course of rendering services on University property. Furthermore, the buildings to be serviced contain various types of equipment which may not always be secured. The University seeks to retain a vendor which implements the highest standards in screening and selecting individuals to perform contract work. Specifically, the University will only retain a vendor which screens individuals for prior criminal offenses, including but not limited to, felony, drug, theft or sexual offenses. Accordingly, the bidder must provide a summary of any such screening procedures or precautions it uses to select individuals to perform contract work. Should the work to be performed in Dorms the worker (s) must have a current background check conducted by the State Attorney General's office (Approximate cost $50 per person.).

9.0 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."

10.0 PREVAILING WAGES

A Contractor performing construction services for a public improvement project is required to pay Prevailing Wage Rates of the locality to laborers and mechanics performing work on the project. Construction is defined in **ORC 4115.03(B).**

11.0 Encouraging Diversity, Growth & Equity (EDGE)

Refer to and complete EXHIBIT F

ORC 123.152

(A) As used in this section, "EDGE business enterprise" means a sole proprietorship, association, partnership, corporation, limited liability Corporation, or joint venture certified as a participant in the encouraging diversity, growth, and equity program by the director of administrative services under this section of the Revised Code.

(B) The director of administrative services shall establish a business assistance program known as the encouraging diversity, growth, and equity program and shall adopt rules in accordance with Chapter 119.

(C) Business and personal financial information and trade secrets submitted by encouraging diversity, growth, and equity program applicants to the director pursuant to this section are not public records for purposes of section 149.43 of the Revised Code, unless the director presents the financial information or trade secrets at a public hearing or public proceeding regarding the applicant's eligibility to participate in the program.

The State of Ohio is committed to making all state contracts, services, benefits and opportunities available to businesses without discrimination on the basis of race, color, religion, sex, national origin, disability, age or ancestry. The program is designed to facilitate access to state government contracts and business services for EDGE certified businesses. The EDGE program establishes goals for state agencies in awarding contracts to certified EDGE businesses.

Additional information and assistance can be accessed at the following website http://das.ohio.gov/eod/Edge/EDGEGenInfo.htm or by contacting our office.

EDGE Business Development Program Participation Goal is 5%.

EXHIBIT A

PREFERENCE TO UNITED STATES AND OHIO PRODUCTS:

State of Ohio AM. H.B. 271 requires that preference be given to products produced or mined in the United States and in Ohio.

A. BUY AMERICA:

Bids will be evaluated to determine that a bidder's offering is for a "Domestic Source End Product", as defined in the Federal Buy America Act, 41 U.S.C.A. Section 10a-10d. Any bidder's offering that does not meet this requirement shall be rejected, except in those circumstances where a determination has been made that certain articles, materials and supplies are not mined, produced or manufactured in the U.S. in sufficient and reasonably available commercial quantities and of a satisfactory quality.

B. BUY OHIO:

1. Following the above determination, all remaining bids and proposals shall be evaluated so as to give preference to Ohio bids or bidders who are located in a border state, provided that the border state imposes no greater restrictions than contained in Sections 125.09 and 125.11 of the Ohio revised code.

2. Ohio products are defined as products mined, excavated, produced, manufactured, raised, or grown in the state by a person where the input of Ohio products, labor, skill, or other services constitutes no less than 25% of the manufactured cost.

3. Bidders having a significant Ohio economic presence in terms of the numbers of employees or capital investment a bidder has in the state, shall qualify for award of contract on the same basis as if their products were produced in Ohio.

4. Where it has been determined that selection of the lowest Ohio bid, if any, will not result in an excessive price or a disproportionately inferior product or service, the contract shall be awarded to the low Ohio bid at the bid price quoted. Where it is advantageous to award the contract to other than an Ohio bid or bid from a border state, then the contract shall be awarded accordingly. ("Excessive Price" shall be construed to mean a price that exceeds by more than five per cent the lowest price submitted on a non-Ohio bid).

C. HOW TO QUALIFY UNDER THESE PROGRAMS:

To qualify for the domestic Ohio preference (Buy Ohio), or to qualify as having significant Ohio economic presence, pursuant to sections 125.09 and 125.11 of the Ohio revised code and section 123:5-1-26, of the Ohio Administrative Code, bidders must complete the information on the following page and return it with their bid.

EXHIBIT A (Continued)

CERTIFICATION FOR BUY OHIO/SIGNIFICANT OHIO ECONOMIC PRESENCE

Failure to complete this form will result in the bidder receiving no consideration for Buy Ohio or Buy America preference.

1. Do you have facilities within Ohio? ___ Yes ___ No
   Type of facilities:

   a. Sales Offices
   b. Manufacturing
   c. Other
      (Please specify: _____)

2. Do you pay taxes due the State of Ohio? ___ Yes___ No

3. If the bidder is a corporation, are you registered with the Secretary of State?
   ___ Yes ___ No

4. Are products offered in this bid manufactured in Ohio? ___ Yes___ No

   If No, please state place of manufacture:
   Item _____ Mfg. Location
   Item _____ Mfg. Location
   Item _____ Mfg. Location

5. If applicable, are the products offered mined in Ohio? ____ Yes____ No

6. Are your products located in a border state that poses no greater restrictions than those contained in sections 125.09 and 125.11 of the Ohio Revised Code?
   ____ Yes ____ No

BUY AMERICA CERTIFICATION

The bidder hereby certifies that each product offered in this bid response is a domestic source end product pursuant to sections 125.09 and 125.11 of the Ohio Revised Code and section 123:5-1-26 of the Ohio Administrative Code, and the Federal "Buy America Act" and corresponding rules thereto. Exceptions are as follows:

Item _____ Mfg. Location
Item _____ Mfg. Location
Item _____ Mfg. Location

CERTIFIED: _____

(Name)

_____

(Title

EXHIBIT B

AFFIDAVIT

STATE OF

COUNTY OF

I, authorized person for , do hereby state and affirm that neither me nor any agents of the above-named company not any other party acting on company's behalf have paid or agreed to pay directly or indirectly any person, firm, or corporations any money or valuable consideration for assistance in securing this agreement for the following: T&M Contract HVAC- Proposal 2023-12-3326 MRT. I further agree that no such money or reward will be hereafter paid.

Do any University of Akron employees, or their family members, have a financial interest in the organization submitting the agreement?

☐ Yes ☐ No

If so, please attach a statement giving details.

Does the affiant have any relatives/family members employed by The University of Akron?

☐ Yes ☐ No

If so, please identify the employee and relationship.

Employee Name Relationship

Further Affiant sayeth naught.

Affiant _____

Sworn to and subscribed in my presence this day of , 20 .

Notary Public _____

EXHIBIT D

VENDOR INFORMATION SHEET

COMPANY NAME: _____

FEDERAL TAX ID NO. or SOCIAL SECURITY NO.: _____

STREET ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PAYMENT TERMS: _____

TELEPHONE NUMBER: _____ **FAX NUMBER:** _____

EMAIL ADDRESS: _____

STATE OF CORPORATION: _____

AUTHORIZED SIGNATURE: _____

NAME OF SIGNEE: _____
(Please Print or Type)

TITLE: _____

DATE: _____

All proposals submitted are taken by the University as offers to sell by the carrier and acceptance shall occur only by issuance of a University purchase order or where appropriate, upon execution of a mutually agreeable signed, written contract.

EXHIBIT F

COMMITMENT TO PARTICIPATE IN THE EDGE BUSINESS ASSISTANCE PROGRAM

Bidder: Mark only one option.
Use "✓" or "**X**" to mark option included in Bid
If marking Option B, also show percentage of proposed participation.

___ **Option A**

Bidder commits to *meet or exceed* the advertised EDGE Participation Goal of **the Contract award amount,** calculated as a portion of the Base Bid plus all accepted Alternates, by using certified EDGE Business Enterprise(s).

Bidder agrees that if selected for consideration of the Contract, it shall provide (if not provided with the Bidder's Bid) to the Contracting Authority, at the location required and within 3 business days after receiving notice from the Contracting Authority, its fully-completed *Bidder's Qualification Form*, including a *Certified Statement of Intent To Contract and To Perform* form for each certified EDGE Business Enterprise proposed for use by the Bidder if awarded the Contract for this Project.

___ **Option B (also indicate percentage -- see text)**

Bidder *does not meet* the advertised EDGE Participation Goal percentage, but, if awarded the Contract for this Project, *commits to provide* _____ **% of the Contract award amount**, calculated as a portion of the Base Bid plus all accepted Alternates, by using certified EDGE Business Enterprise(s).

Bidder acknowledges it understands the requirement for it to provide and agrees to provide to the Contracting Authority, if selected for consideration of the Contract, within 3 days after notice from the Contracting Authority, a detailed **Demonstration of Good Faith** describing its efforts undertaken prior to submitting its Bid to meet the advertised EDGE Participation Goal percentage for the Contract for this Project.

Bidder commits to provide to the Contracting Authority at the location required, and within 3 days after receiving notice from the Contracting Authority, its fully-completed *Bidder's Qualification Form*, including a *Certified Statement of Intent To Contract and To Perform* form for each certified EDGE Business Enterprise proposed for use by the Bidder if awarded the Contract for this Project.

___ **Option C**

Bidder declares that the Bidder is a certified EDGE Business Enterprise and that if awarded this Contract, the EDGE Participation percentage will be 100% of the Contract award amount.