



## **PROCUREMENT SERVICES**

### **Invitation to Negotiate for**

### **Banking Services including Banking Services, Merchant Services, PCard, PrePaid Debit Cards and Gator1 Card**

Please mark all proposal submission envelopes with the following information:

ITN20LD-113  
Opening 8/29/2019, 3pm

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## 1.0 STATEMENT AND SCOPE OF WORK

### 1.1 Summary

The University of Florida intends to negotiate a banking and financial services agreement(s) to be effective on or about July 1, 2020. By way of this Invitation to Negotiate (ITN), we invite proposals from qualified institutions for the banking and other financial services described in Lots 1 through 5, which include the following.

- Lot 1: General Banking Services [Section 1.2.1]
- Lot 2: Merchant Services (Credit/Debit Cards) [Section 1.2.2]
- Lot 3: UF Purchasing Card Program [Section 1.2.3]
- Lot 4: Prepaid Debit Card [Section 1.2.4]
- Lot 5: Gator 1 Card [Section 1.2.5]

Vendors may propose for all of the lots, for any combination of the lots, or for individual lots. Note, when proposing for a lot, vendors must propose for all services within that lot. The University may award individual lots to separate vendors and reserves the right to not award a lot if proposals are not satisfactory in the University's sole discretion or for other reasons as provided herein. Vendors should clearly indicate pricing differences that may occur if they are awarded multiple lots.

It is important to note that the financial institution(s) contracting to provide services as a result of this ITN must make a commitment to accept the responsibility of supporting a very demanding account relationship.

The information provided in this document describes the University's current banking and financial services operations. The University is a public body corporate responsible for administering its financial accounting and investment system (i.e., it is not part of the State of Florida financial accounting and investment system). Currently, University main campus maintains ten (10) accounts. In addition, accounts for eighteen (18) University direct support organizations (DSO) located throughout the state of Florida are included. Additional or fewer accounts and services may be merited in the future.

### 1.2 Description of Lots

#### 1.2.1 Lot 1: General Banking Services

Lot 1 describes the University's current processes and practices. The selected supplier must be able to service all of these current processes as well as suggest improvements where appropriate. UF also expects the selected banking partner to have the breadth / depth to accommodate reasonable changes in practices, number of accounts, etc. throughout the term of the contract.

When reading this section, the Bank should refer to Appendix B – Account Flow and Service, Appendix C – UF Monthly Balances and Volume and Appendix D- DSO Monthly Balances and Volume

Provide pricing for Banking Services in Appendix A (Pricing Schedule)

##### 1.2.1.1 Financial Qualifications

Proposals will be accepted only from financial institutions having total assets of not less than \$500 million dollars as of December 31, 2018.

Only financial institutions which have been designated as a "Qualified Public Depository" by the State Treasurer are eligible to submit a proposal. It will be necessary to protect the deposits received under this agreement in accordance with the provisions of Chapter 280, Florida Statutes. **FAILURE TO DEMONSTRATE COMPLIANCE WITH THE PROVISIONS OF CHAPTER 280, FLORIDA STATUTES, WILL RESULT IN YOUR PROPOSAL BEING DEEMED NONRESPONSIVE.**

Additionally, proposers must be full service community banks with multiple branch locations within Alachua County and throughout the State of Florida. Proposers must also have a presence in the vicinity of or an

acceptable alternative for providing services (e.g., remote deposit capture) at an appropriate level to our direct support organizations (DSO) that are located outside Alachua County and identified below (Section 1.2.1.3).

Please note that the technical and operating requirements of the accounts are complex and demanding. No financial institution should submit a proposal unless all requirements of the account can be met.

### 1.2.1.2 Account Overview – University of Florida Accounts

As identified in the table below, the University currently has ten primary accounts. The accounts are Public Funds Government accounts. The average daily collected balance for non-peak months is \$13.7 million. January, August and September are peak months and average \$22.3 million. Funds are collateralized in accordance with F.S. Chapter 280. Currently, the account accrues earnings credit at the bank managed rate of 0.40%. Earnings credit is based on the average positive collected balances and 365 day year.

#### University of Florida Accounts:

Account	Type	Zero-Balance (ZBA)
Concentration	Depository	Master
Credit Card	Depository	Sub
ACH/EFT	Depository/Disbursement	Sub
Student Financials	Depository/Disbursement	Sub
Payroll	Disbursement	Sub
Payroll Tax	Disbursement	Sub
Accounts Payable	Disbursement	Sub
Cashier	Depository	NA
Euro	Depository/Disbursement	Sub
Federal	Depository	N/A

The University monitors the dollar amount of presentments affecting these accounts daily to determine cash needs. Detailed transaction information is retrieved daily via electronic means. The University's investments with the State Treasury are handled through the Concentration account.

For additional details on the University accounts see Appendices B and C.

### 1.2.1.3 University of Florida Direct Support Organizations (DSO)

The successful proposer must be able to service additional accounts. University direct support organizations (DSO) will be included in this ITN and will be encouraged to use the proposer as the banking contract for their organization. Include in your proposal the pricing, terms, and conditions for DSOs either as part of or separate from those offered to the University of Florida.

The following University DSOs maintain one or more operating accounts:

- UF Foundation (Gainesville, FL)
- UF Investment Corporation (Gainesville, FL)
- UF Research Foundation (Gainesville, FL)
- UF Law Center Association (Gainesville, FL)
- UF Leadership and Education Foundation (Gainesville, FL)
- Florida 4H Foundation (Gainesville, FL)
- Faculty Associates, Inc. Gainesville Clinics (Gainesville, FL)
- FBO Residential Tenants (Gainesville, FL)
- Historic St Augustine (Gainesville, FL)
- UF Development Corporation (Gainesville, FL)

- Innovation Square (Gainesville, FL)
- UF Jacksonville Physicians Inc. (Jacksonville, FL)
- Florida Foundation Seed Producers (Marianna, FL)
- Cattle Enhancement Board (Kissimmee, FL)
- Citrus Research and Education Foundation (Lake Alfred, FL)
- Florida Citrus Research and Development Foundation (Lake Alfred, FL)
- Treasure Coast Agricultural Research Foundation (Ft. Pierce, FL)
- Southwest Florida Research and Education Foundation (Immokalee, FL)

For additional details on the University DSO accounts see Appendix D.

#### **1.2.1.4 Depository Services**

##### **Accounts**

The University's Concentration account is a depository for eight separate location accounts. In addition, deposits are routinely made to the Student Financials, ACH/Wire, Credit Card, Euro, Federal and Cashiers accounts. All except the Federal and Cashiers accounts are zero-balanced accounts linked to the Concentration account.

##### **Deposits Processed by the University**

Departmental and student deposits are centrally processed by the University to the Concentration and Student Financial accounts, respectively, via Remote Deposit Capture or courier service. The courier service contract is separate from this ITN.

The University currently uses the Digital Check TS 240-100 to scan all domestic checks for deposit. Same day credit is received if the bank receives the transmitted file by 8:00 pm (EST).

The Bank will notify the University of the current cutoff time for transactions to be posted and must notify the University, in writing, if there is a change in cutoff time.

The main University deposit site utilizes clear plastic deposit bags. Separate deposits are prepared for currency, coins and checks. On the same day of the deposit, a bank representative notifies specific staff members when the courier has missed a time deadline, as well as when there is a cash difference from what is reported on the deposit slip.

Each of the 18 University DSO sites processes deposits independently. Seven of the 18, reside outside of the Gainesville area; specifically, Marianna, Kissimmee, Lake Alfred, Ft. Pierce, and Immokalee.

##### **Courier Service**

A bonded courier service (Certified Armored Service, Inc.) is utilized to transport University deposits, returned checks, cash and change orders, correspondence, etc. between the Bank and various University sites. The contract is between the University and the courier. The courier service is outside the scope of this ITN. The University currently has 11 daily pick-ups and deliveries, Monday – Friday. The bank can expect delivery of daily deposits by 2:00 pm.

##### **Credit Cards**

Batched settlements are deposited by the University's credit card processor daily via ACH into the University's Credit Card account by merchant location. The addenda information with each deposit consists of the complete merchant ID and a location identifier that confirms the merchant's ID (MID). The Credit Card account activity exclusively reflects daily batches and chargebacks. Processing and other fees (interchange, payment card brand assessments) are invoiced by the processor. Invoicing also applies to equipment and implementation purchases.



The UF Foundation also has multiple credit card merchant ids.

### Vault Services

Periodically, Treasury Management Cashier Services requires change orders for its auxiliary cash supply, which is used for University events. Currently, we request funds via email to local branch. The return order is expected back to our office within 48 hours via the courier.

The Treasury Management Cashier Services makes daily cash/coin deposits, averaging approximately \$15,000.

### Return Checks

In the case of checks deposited to the University's accounts being returned because of insufficient or uncollected funds, one additional attempt will be made by the Bank to collect the check. When a check is returned a second time, the Bank will return the check to the University's Treasury Management Cashier Services for collection. The University's account will then be debited accordingly. On checks returned for reasons other than insufficient or uncollected funds, the same procedure will be followed except that there will be no second attempt to collect by the Bank.

Checks must be returned to the University daily, as received – the Bank will not hold and batch multiple days' returns before sending checks back to the University. The University must receive a legal copy of the returned check.

### Special Handling Instructions

The University has Special Handling Instructions with its current bank when there are discrepancies with cash, check and foreign deposits. These instructions include notifying the University prior to adjusting account and returning item with support for resolution.

The Special Handling Instructions also applies to returned checks. For returns - along with the original check(s), the return advice includes the following information:

- University bank account number
- Date of notice
- Name of the maker
- Return reason
- Dollar amount of check
- Total dollar amount of all checks
- Number of items

### Banking Supplies

The University currently uses the following supplies as needed:

- Deposit Slips for the Concentration, Student Financials, and Cashier Accounts plus 8 locations
- Deposit Stamps (currently over 300 departments)
- Currency and Coin Deposit Bags

In addition, University DSO sites utilize deposit slips, stamps, and bags.

During implementation, the successful proposer will be expected to provide the initial setup of supplies.

### 1.2.1.5 Wholesale Lockbox Services

#### Direct Support Organization Lockbox

Currently, the UF Foundation (a University DSO), maintains a wholesale lockbox operation to accept UF Alumni Association membership dues. The Foundation is using the current bank's on-line lockbox imaging and desires to maintain a similar service.

The proposer must be able to maintain the current bank process in which the bank:

- Prepares the daily deposit of checks
- Processes daily credit card payments
- Delivers to the Foundation a daily electronic data file and via on-line imaging, the check or credit card receipt, invoice/membership reminder card, back of reminder card (if information exists) and the envelope.

The Foundation would also need to receive a CD/DVD with all images if the bank's on-line image retention is less than the Foundation's requirement of 15 months.

The Foundation would also need to receive daily via FedEx or other carrier, all checks and credit card transactions, as well as related back-up materials, for transactions the lockbox received and was unable to process. These items would need to be processed by the Foundation.

The daily electronic data file includes the following fields:

- Receipt Type
- Batch
- Sequence
- Date
- EntityID
- Amount
- Membership code
- Payment type
- Appeal Code

### 1.2.1.6 Disbursements

#### Accounts

The University's Accounts Payable and Student Financials accounts are controlled disbursement accounts. Although not a controlled disbursement, the Payroll account is a zero-balance account also used for disbursements.

The University monitors daily the dollar amount of presentments affecting these accounts to determine cash needs. Controlled disbursement information is retrieved daily via electronic means.

The contracting financial institution will be required to negotiate checks payable from the University to individuals (e.g., students or staff), for no charge to the individual if the check is not altered, not stale dated, and the payee can present identification which is acceptable to the financial institution.

The University issues financial aid and overpayment refunds to students on-demand and the students may attempt to negotiate these checks prior to the financial institution receiving the positive pay file from the University. The contracting financial institution must have a process in place for its employees to contact the University to verify that the issued on-demand checks are valid.

The following is a list and description of the accounts currently utilized by the University:

**Accounts Payable Controlled Disbursement Account** - This account provides for the University's vendor payments by check and ACH.

- The University uses its accounting system to create laser printed checks from blank check

stock. This software imprints the MICR line and signature. Rejection rate of checks under this process is minimal. Approximately 53,000 checks paid on this account for fiscal year 2018. The highest month was 5,738 and the lowest month was 3,499. The University electronically transmits its daily positive pay file around 4:00 pm.

- The University electronically transmits a daily ACH file around 3:00 pm for the next day posting. Approximately 105,500 consumer credits were processed in fiscal year 2018 with 170 return items.

***Student Financial Services Controlled Disbursement Account*** - This account provides for the University's student payments by check.

- The University uses its accounting system to create laser printed checks from blank check stock. This software imprints the MICR line and signature. Rejection rate of checks under this process is minimal. Monthly checks paid on this account averaged 1,082 with the highest month being 4,036 and the lowest month being 170. The University electronically transmits its daily positive pay file around 4:00 pm.
- The University electronically transmits a daily ACH file around 4:00 pm for the next day posting. During fiscal year 2018, approximately 78,700 consumer credits were processed with 1,665 return items and minimal reversals.

***Payroll Zero Balance Account*** – This account provides for the University's employee payroll disbursements by check and ACH.

- The University currently employs approximately 28,000 employees (including students and part time). All employees, including temporary hires and non-work study students, are required to participate in the Direct Deposit Program as a condition of employment, regardless of date of hire.
- The University uses its accounting system to create laser printed checks from blank check stock. This software imprints the MICR line and signature. Rejection rate of checks under this process is minimal. Approximately 1,900 checks were paid on this account during fiscal year 2018.

The University electronically transmits an ACH file for regular payroll every other Friday around 6:00 PM for posting the following Friday. ACH files are transmitted on all other days for same day posting to expedite off-cycle pays. For fiscal year 2018, approximately 647,600 preauthorized consumer credits were processed with 164 return items and 111 reversals.

### **Stop Payments**

The Bank's online system provides the University the capability of inquiring on check status, placing stop payments and receiving stop confirmations electronically.

### **Forged Checks**

The University utilizes Positive Pay, to address the issue of fraudulent checks drawn on the University's accounts. It is the University's desire to have information available to tellers on the same day the file is sent to the Bank. The Bank must be willing and able to put in place a reasonable process for dealing with checks produced, after a daily cut-off, when the payee goes directly to a Bank teller to have the check cashed.

For checks issued by the University and fraudulently endorsed, cashed or deposited, once the payee has filed the appropriate documents with the Bank, the Bank will give the University immediate credit for the amount of the allegedly forged check. The term "forged" as used herein is all inclusive and

encompasses an alteration or improper insertion of the name of a payee, date and/or amount as well as forgery of the payee's or other endorser's signature.

#### **1.2.1.7 Wiring Transfers**

During fiscal year 2018, the University released approximately 1,600 wires, which included transfers to transact investment activity. Although most of the transfers are debited from the ACH/Wire account, other University bank accounts can be impacted depending on the purpose of the transfer. For example, the Concentration account is used for the investment transfers. Transfers to cover credit card charge backs impact the Credit Card account.

#### **1.2.1.8 Automated Clearing House (ACH)**

The University receives payments from various agencies and organizations via ACH and wire in its ACH/Wire account. Also, the University pays financial aid and overpayment refunds to students, employee salaries, travel reimbursements and vendors by ACH.

The University currently offers its students the ability to make payments through the Internet. One of the payment categories is electronic check. A student enters their bank routing and transit number, plus their bank account number. The University sends this to its current bank as an ACH file for processing. In fiscal year 2018 the University had 111,910 transactions totaling more than \$189 million.

Returned ACH debit and credit transactions are sent back to the University electronically with the appropriate return code (insufficient funds, no such account, etc.)

#### **1.2.1.9 Cash Management and Investments**

Currently the University invests available funds with the State Treasurer's Office including overnight investment of excess collected balances. In addition, the University has long-term investments with the University of Florida Investment Corporation (UFICO). We do not anticipate changing these investment practices, at this time. However, some of the University DSOs utilize overnight investment (sweep) accounts provided by the bank.

#### **1.2.1.10 Information Reporting**

##### **1.2.1.10.1 Availability**

Each day the bank is open, the University determines its cash position and its available balance for investment purposes. All information necessary to calculate the University's cash position is electronically retrieved daily, no later than 10:00 am.

##### **1.2.1.10.2 Statements**

The University receives daily electronic BAI files, which are uploaded into PeopleSoft and used for the University's bank reconciliations. The University retrieves statements online by the third business day after the end of the month.

Each month the University's current bank provides the University's Treasury Management with a complete analysis of activity on all University accounts via hardcopy and online reports.

The University requires check information to be securely transmitted to the University for update in its financial system. The University currently accesses check images through the bank's online portal. The University does not want the physical checks back.

In addition to regular statements, the University's current bank provides online bank statements and transaction history.

### 1.2.1.10.3 Computer Access

The University requires, at a minimum, the following information and/or authority to be accessed through the Internet:

- Access to daily bank balances including retrieval of detail activity reports.
- Ability to inquire on the status of a check, and issue stop-payments and stop confirmation.
- Ability to initiate domestic and international wire transfers (both repetitive and non-repetitive) and retrieve incoming/outgoing wire transfer confirmation.
- Reporting for controlled disbursements and ACH/EFT transactions.
- Transmission and processing of ACH/EFT files.
- Ability to view and respond to positive pay exceptions.

The Bank will provide training for appropriate members of the University's staff in the usage of their systems. Also, the Bank must provide an alternative method to allow the University sufficient access to the information necessary to carry out its daily activities, in the event the Internet is not available.

### 1.2.1.11 Technical Support

The successful proposer will offer a complete array of automated services that will simplify and effectively coordinate all banking activities in the banking cycle, from deposits to reconciliations.

- Vendor must provide Web-based facilities to allow authorized University personnel to monitor/manage University accounts, produce stop payments, process ACH, create account activity reports, browse/search transaction data, investments, approve or disapprove checks not included on a positive payment file, etc.
- Vendor must provide services/facilities to assist the University in further automating its reconciliation processes. For example:
  - Vendor will be expected to provide electronic acknowledgement and confirmation for each ACH or wire file we send.
  - Vendor will be expected to make every effort to provide for the use of a unique transaction identifier field on all transactions (e.g., ACH, checks, deposits, etc.) These transaction identifiers should be available on/in all detail level reports, data downloads, etc.
  - Vendor must provide for daily downloads of transaction data/activity, as well as reports, in an industry-standard format (e.g., BAI)
  - Vendor must accept data uploads for various kinds of transactions (e.g., ACH, Positive Payment)
- Vendor must designate specific technical personnel to be points of contact for University Information Systems personnel needing assistance in resolving technical issues (e.g., data exchange issues such as gateway interface message layouts, automating daily download processes, ACH transmission problems, etc.)
- Vendor must provide support to facilitate accurate and timely check deposits via electronic file using Remote Deposit Capture system.
- Vendor must designate specific personnel to be points of contact for University Finance and Accounting departments needing assistance (e.g., resolution of problems, analysis, research, etc) and training, as well as to advise University personnel on how to increase efficiencies and reduce costs.
- Vendor must allow all accounts including accounts added in the future to be stacked in one file for the ACH, positive pay, and bank statement (i.e. BAI) files.

### 1.2.1.12 On Campus Bank Location

The University's current banking partner has a branch location with two (2) ATM's in the Reitz Union to accommodate easy access for our students. Our current banking partner pays approximately \$130,000 per year for this space. Proposals should indicate how the vendor plans to address this need.

### **1.2.1.13 ATMs (Automated Teller Machines)**

The University currently has 10 UF centrally managed ATMs on campus, see Appendix F. Existing agreements were not awarded as part of UF's last banking solicitation relationship. Please respond with whether the vendor is interested in providing ATMs on campus, and if so, provide a description of the services that the banking partner can provide and the revenue share. If the vendor chooses to provide ATMs UF reserves the right to contract with other ATM providers to support campus in addition to those provided by UF's banking partner. The vendor will be required to use UF's agreement for ATMs.

### **1.2.2 Lot 2: Merchant Services**

Lot 2 describes the University's current processes and practices. The selected supplier must be able to service all of these current processes as well as suggest improvements where appropriate. UF also expects the selected partner to have the breadth / depth to accommodate reasonable changes in practices, number of accounts, etc. throughout the term of the contract.

#### **The Vendor must provide pricing for Merchant Services in Appendix A (Pricing Schedule).**

Currently UF maintains 70 merchant locations on campus that allow credit and debit card purchases on Visa, MasterCard, Discover, American Express and UnionPay cards. In fiscal year 2018, they processed over 328,000 credit card transactions totaling \$23.1 million. The average credit card ticket size was approximately \$70. These merchants also recorded 5,200 debit card transactions for approximately \$136,000 in sales, or an average debit card ticket of \$26.

The hardware currently used by University merchants includes PAX S500 and Ingenico iWL250 swiping machines, as well as IDTech SRED keys. There is also a Converge application in use for online transactions.

The successful proposer must be able to provide the following:

#### **1.2.2.1 Compliance with Payment Card Industry Standards**

The vendor, as well as any offered applications and equipment, must be compliant with all applicable standards under the management of the Payment Card Industry Security Standard Council (PCI SSC). These include, but are not limited to, the Payment Card Industry Data Security Standards, approved PTS devices, Payment Application Data Security Standard (PA-DSS), PCI Point-to-Point encryption solutions, etc.

#### **1.2.2.2 Credit Card Swiping Machines**

##### **1.2.2.2.1 Equipment**

If equipment replacement is necessary during conversion, preference will be given to the vendor who will provide financial assistance in acquiring the new equipment. The vendor will also provide administrative and technical assistance to the University for credit and debit card processing.

##### **1.2.2.2.2 Inventory Management**

The vendor must provide services to facilitate inventory management of hardware in use; including program/software downloads to equipment in use in order to maintain PCI and other applicable compliance.

#### **1.2.2.3 Online Credit Cards Processing**

The vendor must provide Web-based facilities (e.g., checkout, shopping cart solutions) to allow authorized University merchant (department) personnel to monitor/manage University accounts (e.g., settle credit card transactions, create account activity reports, browse/search transaction data, etc.).

## 1.2.2.4 Support

### 1.2.2.4.1 Reconciliations

The vendor must provide services/facilities to assist UF in further automating its reconciliation and other processes. Some examples:

- The vendor will be expected to make every effort to provide for the use of a unique location identifier field on all UF merchant settlements (e.g., credit card transactions, adjustments, etc.). In addition, the vendor must provide for daily downloads of activity in an industry-standard format (e.g., BAI).
- Vendor must provide for daily access to web-based reports (e.g. transaction data/activity, settlements, retrieval requests, chargeback management, monthly fee statements). Any such information or report has to be downloadable to Excel and/or PDF format.

### 1.2.2.4.2 Points of Contact

#### 1.2.2.4.2.1 Administrative

The vendor must be able to designate specific personnel to be points of contact for University Finance and Accounting departments needing assistance (e.g., resolution of problems, analysis, research, hardware/inventory management, etc) and training, as well as to advise University personnel on how to increase efficiencies and reduce costs.

#### 1.2.2.4.2.2 Technical

The vendor must be able to designate specific technical personnel to be points of contact for UF Information Systems personnel needing assistance in resolving technical issues (e.g., data exchange issues such as gateway interface message layouts, automating daily download processes, transmission problems, etc.)

### 1.2.2.4.3 Error Resolution

The University expects assistance and cooperation in coordinating error resolutions and communications pertaining to credit card processing.

### 1.2.2.4.4 Fees

The University of Florida is charged by an Interchange pass-through plus assessment fee structure, which is preferred. In Lot 2, Section E (Pricing), the vendor should describe its proposed fee structure in as much detail as possible.

## 1.2.3 Lot 3: UF Purchasing “PCard” Program

Lot 3 describes the University’s current processes and practices. The selected supplier must be able to service all of these current processes as well as suggest improvements where appropriate. UF also expects the selected partner to have the breadth / depth to accommodate reasonable changes in practices, number of accounts, etc. throughout the term of the contract.

The University of Florida is soliciting proposals from interested vendors to furnish proposals for providing a purchasing card (PCard) for the University. The current contract expires 12/31/21 but can be terminated. Rules which govern the program can be found on the UF PCard website <https://procurement.ufl.edu/uf-departments/procurement-cards-pcards/>

The program is administered centrally by the UF PCard team, a core office staff of five people, one Accountant III, two administrators and two program assistants. Cards are ordered by the UF PCard team/core office and mailed by the bank to cardholders. **No statements are sent to cardholders.** The billing address for all cards is the central/core office. Although UF has only one card for Travel & PCard use, UF is considering implementing a new Travel & Expense management tool and may convert to a two-card system, one for PCard and ePayables (or equivalent) and the other for Travel and expense.

#### Current Program Overview:

- 5300 cardholders - includes 3-5 Master Cards for special needs
- 2018 dollar volume was over \$88m; average transaction amount was about \$234
- 2018 transaction count over 375,000
- Daily sales outstanding is under nine (pay in full weekly/cycle close)
- Charges are distributed in the university's financial system, PeopleSoft
- Visa - issued via Bank of America
- Master Card – issued via Bank of America to access cash
- Cards are used for commodities and travel. Entertainment expenses are not allowed
- Cardholders are trained, electronically, in all aspects of card use and responsibilities
- UF has used PCards for over 21 years and managed the UF program since 2004
- Current basis points 212 (based on combined spend of consortium members) pts at \$150 million. UF by itself would receive 209 basis points on \$90 million spend (combined PCard & ePayables)
- Provider supplies protective card sleeves.

#### Current Program Format:

- Online program management via bank provided technology (Works) allows:
- Accounts are created, maintained, and canceled online by the UF PCard team.
- Charges are seen in real time – authorizations and declines can be seen as they are happening.
- A card's profile (restrictions) can be instantly changed to allow for exceptional purchases and will automatically revert to original profile on a specified date.
- Robust customizable reports.
- Data transfer – transactions are automatically transferred to UF via a secure FTP file into PeopleSoft. Data transfer is made five days a week with flexibility to accommodate banking and university holidays.
- Paid in full weekly via auto-debit (draw)

#### Current Program Controls:

- Card usage is controlled by MCC strategies, either exclude or include. Currently the strategies are created and maintained by bank.
- Commodities only – exclude
- Travel and commodities – exclude
- Gasoline only – include
- Commodities, travel, clothing – exclude
- Commodities, travel, restaurants/caterers – exclude
- UF's Direct Support Organizations (DSO) – only exclusion is cash
- Card limits – average single transaction limit - \$2,000 (standard maximum); typical weekly/cycle \$ 5,000 (\$25,000 is standard maximum).
- Bank monitors activity 24/7.

#### Fraud Protection:

- 100% Fraud and employee fraud protection.
- Primary contact person within the fraud department.



### 1.2.3.1 Company Support/Service

Please provide details of your customer support program:

1. Account Management Structure – Show the structure of the team that will be supporting the University's program.
2. Will Vendor supply the University with a single account manager? If not, what do you propose?
3. Describe the process for:
  - a. 24/7 administrative support services
  - b. Educational support and/or opportunities for administrators
  - c. Goal setting/benchmarking
4. Client References- provide information regarding customers similar in size and scope (at least 2,500 cards) to the services described in the ITN, both current and past customers. This list must include the name, address, telephone, and email address of the client contract administrator. If applicable, please list examples of services rendered in the State of Florida, particularly within institutions of higher learning.
5. Describe how corporate cards fits in your business strategy.
6. Describe any provider partnerships or third party alliances impacting your purchasing card program, as relates to program offerings.
7. Provide a data analysis program (audit tool)

### 1.2.3.2 Pricing

Provide breakdown of financial offer:

1. Describe your Incentive Plan and when it is awarded.
2. Fees-i.e. international transactions fees, express delivery, any differences between PCard and TCard (travel vs. procurement card).
3. Penalties-i.e. late fees, etc.
4. International transaction fee

### 1.2.3.3 Purchasing Card Features

Describe the features of your card(s):

1. Brands (Visa, M/C, etc) – does your bank offer all options? Which brand is recommended for UF and why?
2. Card Solutions – types of cards (ghost, single use, T&E etc) – uses and benefits of each.
3. Card Acceptability
  - a. Is it accepted worldwide?
  - b. Describe issues of card acceptance - Enhanced Point of Sale Data for international usage.
4. Insurance – Describe what is offered and any conditions or restrictions for:
  - a. Common carrier coverage
  - b. Baggage
  - c. Car rental
  - d. Other insurance offered
5. Emergency Services - Describe emergency services provided to support cardholders for:
  - a. The availability of these services
  - b. Toll free assistance
  - c. Types of domestic and international assistance for medical, legal, passport/Visa, transportation, lodging, flight.
  - d. Chip and PIN
6. Mobile alerts – types and methods
7. Mobile wallets

8. Card Format Requirements distinctive to University of Florida with the following minimum elements:
  - a. The name, University of Florida, and a logo of our choosing on the face of the card. Layout and artwork shall be at the subject to approval of the University before distribution begins.
  - b. Include the phrase "Tax ID Exempt #85-8012646174C8".
  - c. The Vendor's 24 hour toll free help line telephone number printed on the back. – Including a collect phone number for cardholders outside of the United States and Canada.
  - d. There shall be no reference to Automatic Teller Machines (ATM's) or other advertising.
  - e. Supply protective, preferably 'green', card sleeves at no cost to UF.
9. Who is card processor?

#### **1.2.3.4 Controls and Fraud Protection**

The University will determine how the cards will be used. Describe available controls to ensure cards can only be used as the University determines. What fraud protection and coverage is available.

1. Transactional Controls – The University shall have no liability transactions which fall outside of the restrictions/controls imposed upon individual cards – i.e. exceeding the maximum dollar limit, to merchants with restricted MCC, transactions for cash advances refunds.
2. Fraud Protections -:
  - a. 100% Fraud protection
  - b. 100% Employee Fraud protection
3. Describe your fraud protection controls and procedures for notifying clients.
4. Provide a primary contact within your fraud department.

#### **1.2.3.5 Technology and Card Management**

1. Online Administrative Access (i.e. Works, Pathway Net, SDOL, etc.) – Describe the tool you will provide that will allow us to:
  - a. Order and maintain accounts online
  - b. Real time account access and transaction review (data)
  - c. Standard Reports (provide examples)
  - d. Cardholder's account information
  - e. Supplier's 1099 and contact data
  - f. Manage declines
  - g. Small Business and Vendor Diversity Reports
  - h. Travel
  - i. Ad-hoc Reporting capability-the ability to create reports, such as:
    - i. Level 3 data
    - ii. Commodity codes & descriptions
    - iii. Travel
    - iv. Supplier 1099 information
    - v. Small Business and Vendor Diversity information
2. Data Transfer – FTP - Describe your process for:
  - a. Providing purchasing transaction detail by cardholder.
  - b. To provide valid data transaction activity.
  - c. Ensuring that an appropriate level of security is established and maintained related to the FTP process.

#### **1.2.3.6 Transition and Implementation**

Describe your transition and implementation plan. How will you assist the University with the transition to your program? Include a timeline for the transition and what sort of training and support will be provided.

#### **1.2.4 Lot 4: Prepaid Debit Card (Human Subject Payments)**

Lot 4 describes the University's current processes and practices. The selected supplier must be able to service all of these current processes as well as suggest improvements where appropriate. UF also expects the selected partner to have the breadth / depth to accommodate reasonable changes in practices, number of accounts, etc. throughout the term of the contract.

##### **The Bank must provide pricing for the Prepaid Bank Debit Card in Appendix A (Pricing Schedule).**

The Prepaid Bank Debit Card Program is used primarily in the Human Subject Payment program at the University to pay individuals participating in research studies. Management model is predominately centralized with inventory, ordering, funding, and reporting functionality. The current system allows some department/colleges to load cards for their programs with central oversight. Prepaid bank debit cards arrive unloaded and the cards are loaded and reloaded on demand. There are currently \$1.4 million distributed to research participants annually using prepaid bank debit cards. Approximately 13,500 new debit cards are ordered annually.

The successful proposer must be able to provide the following:

##### **1.2.4.1 Cost of Services**

Provide detail of all costs associated with set-up and implementation. Provide a complete fee schedule including fees charged to the University and cardholders. Describe in detail the factors that can influence pricing, such as features and function options, add-ons, number of users, or system scaling costs. Describe how the University will be billed for costs and fees.

##### **1.2.4.2 Cardholder support**

Describe customer service resources available to cardholders, domestically and internationally, including card activation, transactional and balance inquiry and statements, replacement and lost card support, detail of cardholder fees, and availability of cash access. How long after card is funded does the cardholder have access to their funds? Describe mobile applications, and text and email alerts. Where are bank cards accepted? Describe what written materials are available to educate recipients on card activation and use. What happens to card balance after card expires?

##### **1.2.4.3 Use of debit card at POS, ATM, and banks**

Describe in detail how and where prepaid debit cards can be used, and the fees associated with each option. Can bank debit cards be used domestically and internationally? How are conversion rates determined? Can cards be issued to participants with foreign addresses? How do cardholders access cash? Can PIN be set up by cardholder?

##### **1.2.4.4 Flexible product structures (Registered, Anonymous, Instant Issue, Parent/Child)**

Describe in detail your prepaid debit card programs and options. Does bank support a registered prepaid card program as well as an anonymous card program? Does the bank provide for instant issue on demand real time loading of bank card? Does bank support centralized processing model and well as a hybrid model that can include parent/child relationship configuration. Is there a web-based administrative portal that can be accessed by core/centralized office parent (all) and limited access to the university college's and departments child (limited)? Explain regulatory compliance and management of the escheatment process.

#### **1.2.4.5 Account Enrollment and Funding Process**

Describe in detail how bank receives card funding activity file and how bank confirms funding activity. Does bank file allow for fields that can be customized with information that is meaningful to UF? If so, please provide details. Do loads and reloads of bank cards happen in batch processing or real time processing? What is the cutoff time for same day funding? Describe types of reporting provided. Does the reporting system allow for transaction history inquiry by date range or other flexible methods? Are reports exportable to Excel, .CSV, and PDF formats? How long will bank and analysis statements be available for downloading and viewing? Include information such as card single load limit, balance limit, reload limit. Are number (quantity) of loads or reloads capped in any single day or life- time of card? Can individuals have multiple bank cards? What is expiration period of card? How are funding reversals handled? Describe the University's funding options, and how account overdrafts are handled. Describe use of proxy id numbers or other unique card identifier numbering protocol, and if these are packaged and assigned in serially and consecutive order. Describe how bank card 16-digit credit card number (PAN) is packaged and how card number is only available to the card holder. Describe protections and security measures that prevent fraud, theft, or misuse of funds.

#### **1.2.4.6 Partner Relationship, Client and Technical Support**

Discuss details of partner relationship, including client and technical support structure and commitment and resources available to the University. The successful proposer will need to describe how they will be providing excellent service in a quick and efficient manner. Provide sample reports that supports transactional activity and bank reconciliations. Provide details of report retention timeframes. Explain how your bank will assist the University in resolving technical issues. Describe error resolution coordination and process. Does the financial institution provide dedicated client support staff? What are client support hours of operation (24 hours a day, 365 days a year, holidays)? What is your resolution turnaround time? Describe how information is protected and access is controlled.

#### **1.2.4.7 Startup or Conversion Plan**

Describe your plan, timeline, required assistance from the University, training, and costs to transition prepaid debit card program from current bank card provider to your financial institution. Describe in detail the implementation process including testing and implementation schedule. Will your financial institution assign a dedicated implementation team? List any software and hardware requirements.

#### **1.2.4.8 Experience and Reputation**

Describe your financial institution's background and experience in providing this type of service. Are prepaid bank cards a dedicated line of business? Include three references of a similar size and complexity that the University can contact. Provide a listing of all higher educational institutions that utilize your prepaid debit card program.

#### **1.2.4.9 Additional Services**

Describe and price other prepaid debit card services that you offer in addition to the ones described above that you think may be useful to the University. If during the term of the contract, the University desires additional services from the vendor that the University did not initially request, and for which fees were not quoted by the vendor as part of their response, the vendor and the University may negotiate a mutually agreed upon fee sufficient to compensate the vendor for the additional service to be provided.

The University reserves the right to establish accounts in other financial institutions for any services necessary to carry out University business.

#### **1.2.5 Lot 5: Gator 1 Card**

Lot 5 - describes the University's current processes and practices. The selected supplier must be able to service all of these current processes as well as suggest improvements where appropriate. UF also expects the selected partner to have the breadth / depth to accommodate reasonable changes in practices, number of accounts, etc. throughout the term of the contract.

## **The Bank must provide pricing for the Gator 1 Card in Appendix A (Pricing Schedule).**

The Gator 1 Card is the official identification card of the University of Florida and is issued to all students, faculty, and staff. There are currently over 80,000 active Gator 1 Cards and approximately 25,000 new Gator 1 Cards are made each year. The Gator 1 Card is a credit card sized (CR 80 standard) PVC card. The University has defined the layout of data and media on the card, and the financial institution must be able to work within these specifications.

Detailed specifications of card layout are provided in **Appendix E** of the ITN. Briefly, the front of the card contains a 14 digit identification number assigned by the University, a bar code version of the identification number, the cardholder's picture, name, UFID number, affiliation with the University, and date printed. On the back of the card there are two magnetic stripes (a three-track stripe and a two-track stripe), digitized signature, instructions to report lost or stolen cards, and a 16 digit ISO number provided by our current banking partner. The three-track high coercivity stripe is available for use by the financial institution to encode account data. The two-track, high coercivity stripe is used solely by the University.

The successful proposer must be able to provide the following.

### **1.2.5.1 Debit/ATM Capabilities with the Gator 1 Card**

The University believes that significant benefits of integration and planning could occur if the successful banking services provider can also provide debit card/ATM services to Gator 1 cardholders.

The successful proposer must be able to utilize the Gator 1 Card to provide debit and ATM services to those cardholders that elect to establish a banking relationship with the proposer. Cardholders will not be required to establish a banking relationship with the proposer unless choosing to add debit and ATM services to their card. The proposer must have the capability of activating debit and ATM services at local locations of the financial institution. Due to the number of on-campus services provided by using the Gator 1 Card, the cardholder will not be able to relinquish control of the card in order to establish the banking relationship. There should be no additional charge(s) to the Gator 1 cardholder for this service other than those normally associated with the banking account relationship. The financial institution will be responsible for the cost of any equipment and providing personnel required to initiate the debit/ATM relationship on the Gator 1 Card. The University desires minimal or no changes to the card when activating the Debit/ATM services yet still provide the best access to national financial networks

In Tab 37, please describe in detail your plans to offer debit/ATM services with the Gator 1 card. Include a description of how you intend to enable the card to provide debit/ATM service including any changes to the Gator 1 Card required to activate these services. Define how the magnetic stripe media will be utilized for banking purposes and how you intend to encode such data. Include the locations where University students can go to establish Gator 1 Card debit accounts. Please describe the process you will follow to enable the Debit/ATM functionality with the Gator 1 Card. Include all fees and penalties that can be imposed to either the student or University.

### **1.2.5.2 Marketing and Brand Awareness**

The University's official identification card provides the financial institution with a high profile opportunity for campus, city, and statewide recognition. The University expects the successful proposer to actively solicit Gator 1 cardholders to participate in a banking relationship and to provide cardholders with a variety of banking service options at competitive prices within the Gainesville market. It is expected that the successful proposer will work to actively promote the benefits of the card among community merchants and solicit businesses to accept Gator 1 Card debit payments. The University reserves the right to approve all marketing and promotional material referencing the University of Florida and/or the Gator 1 Card prior to distribution. The University does not endorse, facilitate, nor market credit cards to students. The University does not preclude the successful proposer from providing credit cards outside this agreement.

In Tab 39, provide a description of your plans to market and promote the Gator 1 Card banking relationship. Include your expectations of assistance to be provided by the University such as distribution of literature, participation in orientation sessions, marketing of credit cards, and marketing Gator 1 Card acceptance to the local merchants.

#### **1.2.5.3 Banking and Financial Services for Students**

The successful proposer will be expected to develop and market creative and competitive banking and financial services to University of Florida students. It is the University's desire that the card be affiliated with the greatest number of networks possible in order to more fully accommodate students, faculty, and staff. The University believes it has a responsibility to assure that students are offered competitive services at reasonable costs including fees to create and maintain accounts.

In Tab 40, describe your student account options and disclose all costs, services, fees, and penalties associated with each type of account. Also, describe the financial networks (i.e., Honor, Cirrus, Plus) with which the Gator 1 Card would be affiliated.

#### **1.2.5.4 Financial Training**

The University believes basic financial training is important toward obtaining a well-rounded education. The successful proposer shall provide at minimum one training seminar per semester for students, faculty, or staff. Such training should include how to balance and reconcile a checking account, how to create a budget, how to manage credit and understanding financial terms and conditions as related to bank accounts.

In Tab 41, provide a schedule and overview of training programs to be offered to students, faculty, and staff. Include all costs, locations, dates, times, and expected assistance from the University to carry out this training.

#### **1.2.5.5 Financial Support**

The University's ID Card Services office is self-supporting. We are committed to maintaining the premier student/staff identification card system in the nation. Operational costs of ID Card Services are predominately funded by fees charged to student/staff for their Gator 1 Card. In order to continue offering premier ID card services at a reasonable cost the University is seeking additional revenue sources.

The successful proposer will have exclusive rights to provide financial transaction capabilities associated with the Gator 1 Card. Each year slightly over 5,000 new students, faculty, and staff at the University take advantage of the opportunity to utilize their Gator 1 Cards as ATM/debit cards. **The University currently receives an annual fee for each student, faculty, or staff member who initiates financial transaction capabilities for their Gator 1 Card.**

In Tab 42, provide information regarding an annual fee to be paid to the University for the exclusive right to provide financial transaction capabilities associated with the Gator 1 Card. Include information on how the fee is established, frequency of payment, and schedule of payment.

#### **1.2.5.6 Startup or Conversion**

The successful proposer must develop a transition plan for the implementation of the Gator 1 debit/ATM card program. As noted earlier, there are currently 80,000 active Gator 1 Cards. A proposal to recard all current cardholders would result in significant expense to the University. The University would expect to be reimbursed for this expense if proposer plans require new Gator 1 Cards issued to all current cardholders. The last recarding effort at the University took approximately 18 months to complete.

The successful proposer will have the right to begin marketing, soliciting, and otherwise providing services to existing and future Gator 1 Card holders starting April 1, 2020. If the University selects another vendor to

provide Gator 1 Card banking services at the termination of this upcoming contract, the successful proposer agrees to allow the new vendor the right to begin marketing, soliciting, and otherwise providing services to existing and future Gator 1 Card holders from the April 1<sup>st</sup> prior to the termination of this agreement.

In Tab 43, include your transition plan for implementing a Gator 1 debit card program with your financial institution. Include the timeline; required assistance from the University; costs; and required changes to the Gator 1 Card, its design, usage or issuance equipment, and procedures.

#### **1.2.5.7 Partner Relationship**

The successful proposer will partner with the Gator 1 Central program to achieve its mission of "Making Campus Life Easier." This will require participating in planning sessions and constantly re-evaluating the programs, services, and delivery of these services throughout the year and specifically during Preview (New Student Orientation sessions). The successful proposer will need to make every effort to work with the University in providing excellent service in a quick and efficient manner.

In Tab 44, please discuss in detail your plans, organizational structure, financial commitment, and other resources that will be available to assist the University in achieving this goal.

#### **1.2.5.8 Experience and Reputation**

In Tab 45, describe your company's background and experience in providing this type of service. Include the name of three references that the University can contact. Large educational institutions similar to the University of Florida will be preferred.

#### **1.2.5.9 Compensation**

In Tab 38 prices MUST be submitted on Appendix A, Pricing Schedule. This schedule shows the University average monthly volume for fiscal year 2018. Prices for services not listed should be added to the 'Other Services Not Previously Listed' section of Appendix B. Clearly identify any "pass through" fees, or fees originated by some other organization beyond your control. If "pass through" fees change over the course of the contract, the contractor may request a change in fee and support the request with proper documentation. Any change in fees will be at the discretion of the University.

Additional Services – Describe, and price, other services that you offer in addition to the ones described above that you think may be useful to the University. If during the term of the contract, the University desires additional services from the vendor that the University did not initially request, and for which fees were not quoted by the vendor as part of their response, the vendor and the University may negotiate a mutually agreed upon fee sufficient to compensate the vendor for the additional service to be provided.

The University reserves the right to establish accounts in other financial institutions for any services necessary to carry out University business.

### **1.3 Term of Agreement**

The term of this Agreement will be for an initial period of five years, July 1, 2020, to June 30, 2025, with an option to renew based on satisfactory performance and the written approval of both parties for a period no longer than the term of the original agreement. PCard contract dates may differ depending on the offers received.

### **1.4 Coverage and Participation**

The intended coverage of this ITN and any Agreement resulting from this solicitation shall be for the use of all Departments at the University of Florida. With the consent and agreement of the Successful Vendor, the other state universities, community colleges, district school boards, other educational institutions, and other governmental agencies, may assess and access an Agreement resulting from this solicitation issued and administered by the University of Florida.

The University reserves the right to add and/or delete elements, or to change any element of the coverage and participation at any time without prior notification and without any liability of any kind or amount.

## 1.5 University Demographics

The University of Florida is a major public land-grant research university. The state's oldest, largest, and most comprehensive university, the University of Florida is among the nation's most academically diverse public universities. The University has a long history of established programs in international education, research, and service. It is one of only 17 public land-grant universities nationwide and the only university in Florida belonging to the Association of American Universities. With more than 50,000 students, the University of Florida is now one of the five largest universities in the nation.

The University of Florida has a 2,000-acre campus and more than 900 buildings (including 170 with classrooms and laboratories). The northeast corner of campus is listed as a historic district on the National Register of Historic Places.

The University's extensive capital improvement program has resulted in facilities ideal for 21st century research including the McKnight Brain Institute, the Health Professions, Nursing and Pharmacy Building, the Cancer and Genetics Research Complex, and the Proton Therapy Institute in Jacksonville. Overall, the university's current facilities have a book value of more than \$1 billion and a replacement value of \$2 billion.

Several qualities distinguish UF among today's leading public research universities.

The first is its highly comprehensive breadth on a single campus, facilitating interdisciplinary collaboration among, for example, faculty within the adjacent colleges of journalism, engineering and medicine. The second is its unwavering support from the state of Florida, which has endorsed UF's drive to become one of the nation's very best public research universities – supporting those efforts since 2013 with hundreds of millions of dollars in additional funding to grow its faculty ranks. UF's third exceptional quality is its dynamism. Like the state of Florida, now the nation's third-largest and among its fastest-growing, UF is undergoing rapid transformation as it pursues its overarching aspiration "to be a premier university that the state, nation and world look to for leadership."

For any additional information about the University of Florida, please visit the University's web page at: [www.ufl.edu](http://www.ufl.edu).

## 2.0 EVALUATION PROCESS AND METHOD OF AWARD

### 2.1 Method of Award

The evaluation of each response to this ITN will be based on its overall competence, compliance, format, and organization. The Award shall be made to the responsive and responsible vendor whose proposal is determined to be the most advantageous to the University of Florida, taking into consideration the following evaluation criteria listed below. Pricing may be a criterion. However, the University is under no obligation whatsoever to select as most responsive the proposal that demonstrates the lowest pricing.

The contract will consist of the University's ITN, the proposal with any and all revisions, award letter, purchase order, and any signed agreement between the parties, as stated in that agreement.

Vendors whose proposals are not accepted will be notified after a final selection has been made by public posting of the selected proposer(s). This public posting functions as the rejection of all other proposals. This posting will be made to <https://procurement.ufl.edu/vendors/schedule-of-bids/>

### Evaluation Criteria

Vendor proposals will be evaluated based upon how well each Vendor's proposal meets the University's needs. Specific consideration will be given to the following in no particular order or weighting:



- Quality and breadth/diversity of services offered, including:
  - Customer support (UF campus including students and external – research participants) including technology provided to work with vendor to support services being provided
  - Compliance with regulatory requirements
  - Implementation or transition plan, support and services
  - Reporting ability and tools
- Competitiveness of Financial Proposal (costs, revenue or financial offering)
- Experience and Reputation (including customer references)
- Acceptance of UF Terms & Conditions

## **2.2 Selection, Negotiation, Additional Information**

Although the University reserves the right to negotiate with any vendor or vendors to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive vendor or vendors without further discussion, negotiation, or prior notice. The University may presume that *any proposal is a best-and-final offer*.

The University also reserves the right to award to the next highest evaluated, responsive and responsible bidder for any and all groups, subgroups, or items in the event of vendor default, non- performance, non-compliance or similar issues affecting the University's ability to obtain services at any time throughout the contract period.

## **2.3 Pre-Award Presentations**

The University reserves the right to require presentation from any and all vendors, in which they may be asked to provide, or they may provide information in addition to that provided in their proposals.

## **2.4 Pre-Award Negotiations**

The University reserves the right to negotiate prior to award with vendors for purpose of addressing the matters set forth in the following list, which may not be exhaustive.

- Resolving minor difference and typographical errors
- Terms and conditions
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from vendors
- Obtaining the lowest and best pricing and/or revenue agreement

## **2.5 Vendor Protest Procedure; Notice of Proposal Protest Bonding Requirement**

Any vendor protest to a University decision or intended decision with regard to this ITN is subject to Florida Board of Governors' (BOG) Regulations 18.002 and 18.003. Any vendor who files an action protesting a decision or intended decision shall post at the time of the filing the formal written protest, a bond, payable to the University of Florida, in an amount equal to the lesser of 10% of the estimated value of the protestor's proposal or 10% of the University's estimated expenditure during the contract term:, or \$10,000. The bond shall be conditioned upon the payment of all costs which may be adjudged against the vendor. In lieu of a bond, the University will accept a cashier's check or money order in the amount of the bond.

## **2.6 Contractual Intent/Right to Terminate and Recommence ITN Process**

The University intends to contract with one or more vendors whose proposal(s) are considered to be in the best interests of the University. However, the University may terminate this ITN process at any time up to notice of award, without prior notice, and without liability of any kind or amount. Further, the University reserves the right to commence

one or more subsequent ITN processes seeking the same or similar products or services covered hereunder. In the event of cancellation or termination, the University reserves the right to award the contract to another Offeror, cancel in its entirety, or to request new proposals, whichever is in the best interest of University of Florida.

## **2.7 Effective Period of Proposals**

Under this ITN, the University shall hold that vendors' responses to this ITN shall remain in effect for a period of ninety (90) days following the closing date, in order to allow time for evaluation, approval, and award of the contract. Any vendor who does not agree to this condition shall specifically communicate in its proposal such disagreement to the University, along with any proposed alternatives. This University may accept or reject such proposed alternatives without further notification or explanation.

## **2.8 Proposal Acceptance/Rejection**

The University reserves the right to reject any or all proposals. Such rejection may be without prior notice and shall be without any liability of any kind or amount to the University. The University shall not accept any proposal that the University deems not to be in its best interests. The University shall reject proposals submitted after the closing date and time.

## **2.9 Errors and Omissions in Vendors Proposals**

The University may accept or reject any vendor's proposal, in part or in its entirety, if such proposal contains errors, omissions, or other problematic information. The University may decide upon the materiality of such errors, omissions, or other problematic information.

## **2.10 Determination of and Information Concerning Vendor's Qualifications**

The University reserves the right to determine whether a vendor has the ability, capacity, and resources necessary to perform in full any contract resulting from this ITN. The University may request from vendors information it deems necessary to evaluate such vendors' qualifications and capacities to deliver the products and/or services sought hereunder. The University may reject any vendor's proposal for which such information has been requested but which the vendor has not provided. Such information may include but is not limited to:

- Financial resources
- Personnel resources
- Physical resources
- Compliance with regulatory requirements
- Internal financial, operating, quality assurance, and other similar controls and policies
- Resumes of key executives, officers, and other personnel pertinent to the requirements of the ITN
- Customer references
- Disclosures of complaints or pending actions, legal or otherwise, against the vendor
- The University reserves the right to check references with current customers as provided by the vendor and with any customers the University identifies

## **2.11 Apparently Conflicting Information Obtained by Vendor**

The University is under no obligation whatsoever to honor or observe any information that may apparently conflict with any provision herein, regardless of whether such information is obtained from any office, agent, or employee of the University. Such information shall not affect the vendor's risks or obligations under a contract resulting from this ITN.

## 2.12 Rejection of Vendor Counter-offers, Stipulations and Other Exceptions

Any vendor exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted in writing by the University and thereafter incorporated into any contract resulting from this ITN.

## 2.13 Vendor's Need to Use Proprietary Rights of the University

All information proprietary to the University and disclosed by the University to any vendor shall be held in confidence by the vendor and shall be used only for purposes of the vendor's performance under any contract resulting from this ITN.

## 2.14 Public Record

On the earlier of (i) the time the University provides notice of a decision or intended decision, or (ii) 30 days after the final competitive sealed proposals are all opened, whichever occurs earlier, vendor proposals may be disclosed as public record.

## 3.0 SCHEDULE OF EVENTS

The following is the tentative schedule that will apply to this ITN, but may change in accordance with the University's needs.

7/19/19	Issuance of ITN
8/1/19 – 5:00 PM ET	Questions/Inquiries
8/14/19	Reponses to Inquires sent out
8/29/19 – 3PM ET	ITN Closes/Opening of Proposals
8/29/19 – 10/16/19	Evaluation and follow up clarification/inquiry/negotiation
10/17 – 10/18/19 half day	Vendor on-site presentation/negotiations
10/19 - 12/20/19	Continued evaluation, negotiation and posting of intent to award
07/01/2020	Commence Service

### 3.1 Pre-Proposal Conference – Not applicable

### 3.2 Pre-Proposal Site Visit – Not applicable

### 3.3 Special Accommodations

If special accommodations are needed in order to attend a pre-proposal meeting or a proposal opening, contact UF Procurement Services (352) 392-1331 or email Procurement@ufl.edu three (3) business days prior to pre-proposal meeting or proposal opening.

## 4.0 PROPOSAL RESPONSE AND PREPARATION INSTRUCTIONS

Proposals must be delivered sealed to:  
 University of Florida  
 Procurement Services  
 971 Elmore Drive  
 Gainesville, FL 32611-5250  
 on or prior to 8/29/19, 3PM (EST)  
 ITN20LD-113

**The above address is a valid campus address for any courier service.**

It is the vendor's responsibility to assure that the proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. The University shall not accept proposals received by facsimile or email. The University shall, at the specified closing date and time, open all

proposals that are otherwise in order. The University will allow interested parties to attend such opening for purposes of identifying which vendors have responded. The University will make no immediate decision at such time, and there will be no disclosure of any information contained in any proposal until the earlier of (i) the time University provides notice of a decision or intended decision, or (ii) 30 days after the final competitive sealed proposals are all opened, whichever occurs earlier, at which time the vendor proposals become public record. When multiple solicitations have been scheduled to open at the same date and time, the University will open solicitations that have interested individuals present in sequential order by solicitation number. The University will hold unopened any proposals received after the closing date and time, and will not consider such proposals. The University reserves the right to retain or dispose of such proposals at its discretion; however, the University may return such proposals to their related vendors, but only at such vendor's request and at no cost or expense whatsoever to the University.

If only one proposal is received, Procurement may delay the opening in order to determine why other vendors did not respond and to encourage other vendors to respond.

#### 4.1 Proposal Format Organization

Original proposal and all copies must be on 8-½ x11 text weight paper, double-sided, using binding tabs that will facilitate the distribution and evaluation of the proposals. Proposals should be printed when possible on paper containing a high level of post-consumer recycle content. Proposals should conform to the tabbed format below as well as the requirements of sections 4.1.2, 4.1.3 and 4.1.4.

##### 4.1.1 Response Format

- Submit one (1) copy of the initial response on PC compatible media (CD/DVD or USB flash drive), preferably in Word® and/or Excel®. The original response must contain the original manual signature of the authorized person signing the proposal, and the electronic copy of the proposal.
- The outer carton of the response must display clearly and conspicuously the following identifying information, The ITN number, name and due date, Lots responded to, and is sealed; submit one (1) original and 10 copies of the vendor's proposal in hard copy form.
- The offer's response must include the information and required submittals described, tabbed and numbered as shown below, with all information appearing in the Tab in which it was requested.
- Questions and requests for information may not be rearranged, regrouped, or divided in any way.
- All information and required submittals requested MUST BE in hardcopy and included in your written response.

Failure to adhere to this condition may cause your response to be rejected without further evaluation.

- Information submitted that is not requested by the University may be considered to be supplemental, not subject to evaluation by the committee members.
- If there is any information or required submittals which due to size or binding cannot be incorporated following the proper tab, the vendor must provide information following the numbered tab, telling the evaluator where the information can be found in the response.
- Tabular / Paginated Format:
  - **Tab 1:** Completed and signed ITN acknowledgement form, and/or signed and completed acknowledgement forms for any addenda issued.
  - Please describe the process of producing "best value" for University and its users, through creative marketing, small business & diversity programs, "green" initiatives, and/or other creative offerings that don't appear elsewhere in the proposal response. Other UF business partners have proposed creative ideas that recognize the unique opportunity in providing services to a large public (not-for-profit) research university. Ideas proposed in the past have included: hiring student interns, funding scholarships, working with faculty on research or student course content and providing training to students.
  - Provide any concerns about the University Terms and Conditions. Be specific about the clause and provide alternate language.

### Lot 1 – General Banking Services

- **Tab 2:** A - Organization and Background
- **Tab 3:** B – Project Discussion
- **Tab 4:** C – Depository Service
- **Tab 5:** D – Disbursements - General
- **Tab 6:** E – Disbursements - Controlled
- **Tab 7:** F - Wires
- **Tab 8 G** – Automated Clearinghouse (ACH)
- **Tab 9 H** – Information Reporting
- **Tab 10 I** – Technical Support
- **Tab 11 J** – Pricing/Financial Offering
- **Tab 12 K** – Implementation
- **Tab 13 L** – Additional Information
- **Tab 14 M** – Sample Reports
- **Tab 15 N** – Sample Forms
- **Tab 16 O** – On-Campus Bank Location – retail space financial offering
- **Tab 17 P** – ATM proposal

### Lot 2 – Merchant Services

- **Tab 18 A** – Compliance with Regulatory Standards
- **Tab 19 B** – Equipment and Inventory
- **Tab 20 C** – Online Processing
- **Tab 21 D** – Support
- **Tab 22 E** – Pricing/Financial Offering

### Lot 3 – UF Purchasing Card Program

- **Tab 23 A-** Company Support/Service
- **Tab 24 B** – Pricing/Financial Offering
- **Tab 25 C** - Purchasing Card Features
- **Tab 26 D** - Controls and Fraud Protection
- **Tab 27 E** - Technology and Card Management
- **Tab 28 F** - Transition and Implementation

### Lot 4 – Prepaid Debit Card

- **Tab 29 A** - Quality /Breadth of Services
- **Tab 30 B** – Pricing/Financial offering
- **Tab 31 C** - Prepaid bank debit card support for cardholders (research participants)
- **Tab 32 D** - Ability to use debit card at POS, ATM, and banks
- **Tab 33 E** - Flexible product structures (Registered, Anonymous, Instant Issue, Parent/Child)
- **Tab 34 F** - Partner Relationship, Client and Technical Support
- **Tab 35 G** - Startup or Conversion Plan
- **Tab 36 H** - Experience and Reputation

### Lot 5 – Gator 1 Cards

- **Tab 37 A** – Debit/ATM Capabilities with the Gator 1 Card
- **Tab 38 B** – Pricing
- **Tab 39 C** – Marketing and Brand Awareness
- **Tab 40 D** – Banking and Financial Services for Students
- **Tab 41 E** – Financial Training
- **Tab 42 F** – Financial Support
- **Tab 43 G** – Startup or Conversion
- **Tab 44 H** – Partner Relationship
- **Tab 45 I** – Experience and Reputation

#### **4.1.2 Number of Proposal Copies to be Furnished**

Vendors are to submit one (1) original, of the initial response on PC compatible media (CD/DVD or USB flash drive), preferably in Word® and or / Excel® marked “Original”, and ten (10) copies, each marked “Copy”.

#### **4.1.3 Bindings and Marking**

Vendors shall ensure that the original and each copy are individually bound. When submitting more than one (1) proposal, vendors shall ensure that units are clearly marked; for example, as “Original of Proposal One”, “Copy One of Proposal One”, “Original of Proposal Two”, “Copy One of Proposal Two”, and so on. Please mark clearly which Lots are being responded to, Examples: Lot 1, Lot 3 and Lot 4, All Lots, Lot 1 only.

#### **4.1.4 Marking of Envelopes**

Vendors shall ensure that the outer carton of the response must display clearly and conspicuously the following identifying information: ITN20LD-113, Opening date and time, and Lots being responded to

#### **4.1.5 Proposal Costs**

The University is not liable in any manner or to any extent for any cost or expense incurred by any vendor in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this ITN. Such exemption from liability applies whether such costs are incurred directly by the vendor or indirectly through the vendor’s agents, employees, assigns or others, whether related or not to the vendor.

#### **4.1.6 Faxes or Emails Not Accepted**

The University shall not accept proposals received by fax or email.

### **4.2 Requirements of Proposer for Response**

#### **4.2.1 Original ITN Document**

Procurement Services shall retain the ITN, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the vendor’s submission, is grounds for immediate disqualification.

#### **4.2.2 Vendor’s Understanding of the ITN**

In responding to this ITN, the vendor accepts the responsibility fully to understand the ITN in its entirety, and in detail, including making any inquiries to the University as necessary to gain such understanding. The University reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, the University reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. Related to this, the University’s right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost or liability whatsoever to the University.

#### **4.2.3 University Provides Information in Good Faith without Liability**

All information provided by the University in this ITN is offered in good faith. Individual items are subject to change at any time. The University makes no certification that any item is without error. The University is not responsible or liable for any use of the information, or for any claims attempted to be asserted there from.

#### **4.2.4 Verbal versus Written Communication**

Verbal communication shall not be effective unless formally confirmed in writing by the specified University Procurement staff in charge of managing this ITN's process. In no case shall verbal communication override written communication.

#### **4.2.5 Questions, Communications and Inquires between the University and Vendors**

Vendor inquiries, questions and requests for clarification related to this ITN are to be directed, in writing, to:

University of Florida  
Procurement Services  
971 Elmore Drive  
Gainesville, FL 32611-5250

Attn: Lisa Deal  
Telephone No: 352/392-1331  
Facsimile No: 352/392-8837  
E-mail Address: [LSD@ufl.edu](mailto:LSD@ufl.edu)

Applicable terms and conditions herein shall govern communications and inquiries between the University and vendors, as they relate to this ITN.

**Informal communications** shall include, but are not limited to, requests from/to vendors or vendors' representatives of any kind or capacity, to/from any University employee or representative of any kind or capacity, with the exception of Procurement Services, for information, comments, speculation, etc. Inquiries for clarifications and information that will not require addenda may be submitted verbally to the Procurement Staff named, above, at any time.

**Formal communications** shall include but are not limited to the following.

- Questions concerning this ITN must be submitted in writing, and be received prior to 8/1/19, 5pm EST.
- Errors and omissions in this ITN and enhancements. Vendors shall bring to the University's attention any discrepancies, errors, or omissions that may exist within this ITN. Vendors shall recommend to the University any enhancements in respect to this ITN, which might be in the University's best interests. These must be submitted in writing and be received prior to 8/1/19, 5pm EST.
- Inquiries about technical interpretations must be submitted in writing, and be received prior to 8/1/19, 5pm EST.
- Inquiries for clarifications/information that will not require addenda may be submitted verbally to the Procurement Staff named above at any time during this process.
- Verbal and/or written presentations and pre-award proposals under this ITN.
- Addenda to this ITN.

Informal communications shall cease on the date of distribution of this ITN and formal communications shall commence. On the date that the University completes the award process for this ITN and executes the resulting contract with the successful Vendor, informal communications may resume and formal communications must cease.

#### **4.2.6 Addenda and the University's Response to Communications from Vendor**

The University will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within five (5) University business days or as communicated by Procurement.

**All addenda will be posted to our web site only:**

<https://procurement.ufl.edu/vendors/schedule-of-bids/>

- ***Vendors who want the addenda supplied to them in another form must notify the Procurement Staff listed in Section 4.2.5 above of that request. Otherwise, it will be the vendor's responsibility to check the web site for any additional information and addenda concerning this ITN.***

The University will not respond to any questions/requests for clarification that require addenda, if received by the University after 8/1/19, 5pm EST.

#### **4.2.7 Pricing and/or Revenue Proposal**

Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this ITN. Vendors shall ensure that any departure from this condition results in an offer that is clearly cross-referenced to the applicable sections within this ITN. For any material departure from this condition, vendors shall provide clear and unambiguous explanations how the departure relates in detail to the applicable sections within this ITN. If the vendor responds with an "All or None" proposal, it shall be clearly and unambiguously marked as such.

The University may presume and hold as the vendor's final offer all pricing and/or revenue offerings, whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis, if not specified by the vendor. The University may accept or reject in part or entirely the vendor's pricing and/or revenue offerings when such offerings are not on an all-or-none basis. The University prohibits the changing of pricing and/or revenue proposals after the ITN closing date and time. Unless otherwise specifically proposed by the vendor, the University reserves the right to hold such pricing and/or revenue proposal as effective for the entire intended contract term. The University may prescribe the manner and method by which pricing and/or revenue offerings shall be communicated in the vendor's proposal. The University may reject any proposal in which the pricing and/or revenue offering does not conform to such prescribed manner and method.

#### **4.2.8 Revisions to the ITN**

The University may revise any part of this ITN for any reason by issuing addenda. The University will communicate additional information and addenda to this ITN by posting them on our web site.

<https://procurement.ufl.edu/vendors/schedule-of-bids/>

- ***Vendors that want the revisions supplied to them in another way must notify the Procurement Staff listed in this document of that request. Otherwise, it will be the vendor's responsibility to check the web site for any additional information and addenda concerning this ITN.***

Vendors are responsible for the information contained in such addenda, whether or not they acknowledge receipt. The University is under no obligation to communicate such addenda to vendors who notify the University that they will not be responding this ITN. The University may determine whether an addendum will be considered as part of this ITN and/or as part of any contract resulting there from. The University shall reject vendors' responses to addenda if such responses are received after the ITN closing date and time.



#### **4.2.9 Attention to Terms and Conditions**

Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this ITN. The successful Vendor is expected to enter into a form of agreement. The University agreement terms and conditions included in this ITN are intended to be incorporated into this agreement. PROPOSALS THAT ARE CONTINGENT UPON ANY CHANGES TO THESE TERMS AND CONDITIONS MAY BE DEEMED TO BE NON-RESPONSIVE AND MAY BE REJECTED (within the University's sole discretion). Vendors should provide concerns about terms and conditions in Tab 1 of the proposal response.

#### **4.2.10 Required Signature**

The University may reject any vendors' response if it is not signed as indicated and/or required by the areas, spaces, or forms provided within this ITN.

#### **4.2.11 Authority to Negotiate**

Representatives of the vendor(s) selected to participate in oral negotiation(s) shall be first required to submit written authorization from the company CEO or CFO attesting to the fact that the company's lead negotiator is authorized to bind the company to the terms and conditions agreed to during negotiations and as contained in the vendor's best and final offer. The provision of such authorization shall be a prerequisite to continuation in the ITN process. The University shall not enter into extensive contract negotiations with the selected vendor(s) after the negotiation process has been completed. If the University determines that a company awarded a contract based on this ITN does not honor all aspects of the agreement reached during the negotiations in the best and final offer, the University reserves the right to immediately cancel the award, and to place the company on the University's suspended vendor list.

Company negotiators must enter the negotiations prepared to speak on behalf of the vendor's company. The University reserves the right to immediately terminate negotiations with any company whose representatives are not empowered to, or who will not, make decisions during the negotiation session. Vendors are reminded that the University may elect not to solicit a best and final offer from any company whose representative(s) have been unable or unwilling to commit to decisions reached during the verbal negotiation process.

#### **4.2.12 Collusion Prohibited**

In connection with this ITN, vendor collusion with other vendors or employees thereof, or with any employee of the University, is prohibited and may result in vendor disqualification and/or cancellation of award. Any attempt by the vendor, whether successful or not, to subvert or skirt the principles of open and fair competition may result in vendor disqualification and/or cancellation of award. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

#### **4.2.13 Improper Business Relationships/Conflict of Interest Prohibited**

In connection with this ITN, each vendor shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between or among the vendor, the University, and any other party to this ITN. The University reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not vendor disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

#### **4.2.14 Corrections, Changes, and Providing Information on Forms within the ITN**

Vendors shall ensure that an authorized individual initials each correction using pen and ink. Vendors shall use pen and ink or typewriter in providing information directly on pages, or copies thereof, contained within this ITN.

**4.2.15 Performance and Payment Bond – N/A**

Not applicable

**4.2.16 Anti-Kickback**

In compliance with FAR 52.203-7, the University has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.

**4.2.17 Withdrawal of ITN**

Vendors may withdraw their proposals any time prior to the ITN closing date. Vendors may request to withdraw their proposals after the ITN closing date and time prior to selection and notice of award. The University shall have sole authority to grant or deny such a request. In the event the University grants such a request, it may withhold issuing future ITN's to such vendors.

**4.2.18 University's Right to Use Vendor's Ideas/Proprietary Information**

**If the vendor needs to submit proprietary information with the proposal, the vendor shall ensure that it is enclosed in a separate envelope from the proposal and that it is clearly designated and conspicuously labeled as such.** Vendors who submit responses with information noted as proprietary may be asked to substantiate why the information is proprietary or is otherwise exempt from a public records request under Florida Law.

Selection or rejection of the proposal shall not affect the University's right of use. Provided, however, that the University will, in good faith, honor any vendor information that is clearly designated and conspicuously labeled as proprietary when the University concurs that the information is proprietary, and that trade secrets or other proprietary data contained in the proposal documents shall be maintained as confidential in accordance with procedures promulgated by the Procurement Staff and subject to limitations in Florida or Federal law. Pricing information cannot be considered proprietary. The University shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know or could not have reasonably known that such information was proprietary.

Should a request be made of the University for access to the information designated confidential or trade secret by the bidder and, on the basis of that designation, the University denies the request, the bidder may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

**5.0 DEFINITIONS****5.1 Agreement/Contract**

All types of agreements entered into by the University of Florida, regardless of what they may be called, for the procurement of materials, services or construction, or the disposal of materials. Meaning is interchangeable.

**5.2 Customer**

Unless otherwise implied by the context of the specific provision within this ITN, "Customer" means a customer of the vendor, other than the University.

**5.3 May, Should**

Indicates something that is not mandatory, but permissible, recommended, or desirable.

**5.4 Must, Shall, Will**

Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in rejection of your proposal as non-responsive.

**5.5 Proposal**

The entirety of the vendor's responses to each point of this ITN, including any and all supplemental offers or information not explicitly requested within this ITN.

**5.6 Proprietary Information**

Information held by the owner that if released to the public or anyone outside the owner's organization, would be detrimental to its interests. It is an issue of fact rather than opinion. Pricing and/or revenues cannot be considered proprietary.

**5.7 Provider**

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

**5.8 Invitation to Negotiate (ITN)**

A competitive negotiation process. It is not to be confused with an Invitation to Bid (ITB), in which goods or services are precisely specified and price is substantially the only competitive factor. This ITN provides the University the flexibility to negotiate to arrive at a mutually agreeable relationship. Price will be considered, but will not be the only factor of evaluation.

**5.9 Respondent**

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

**5.10 Response**

Same as Proposal

**5.11 Successful Vendor**

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

**5.12 Supplement Agreement**

Any supplement terms and conditions agreed to by the parties in writing taking precedence over all other documents governing the transaction.

**5.13 Supplier**

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

**5.14 University of Florida, UF or University**

Same as The University of Florida Board of Trustees, a public body corporate of the State of Florida; throughout the document the term UF, University and University of Florida is used interchangeably.

**5.15 Vendor**

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

**5.16 Vendor's Proposal**

Same as Proposal

**5.17 Vendor's Response**

Same as Proposal

**6.0 AGREEMENT TERMS AND CONDITIONS**

The following are the Terms and Conditions that will become part of any Agreement consummated between the University and the Successful Vendor and are not subject to negotiation or alteration by the Successful Vendor. Therefore, the Successful Vendor will be expected to execute an Agreement containing the provisions set forth in this section, or substantially similar provisions as University deems prudent or necessary. This list of provisions is not exhaustive or indicative of every provision that will be contained in the Agreement, but rather identifies particular terms and conditions of which the vendor should be aware. In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Agreement; Invitation to Negotiate; Proposal.

**6.1 Actions of Successful Vendor**

The University is under no obligation whatsoever to be bound by the actions of any Successful Vendor with respect to third parties. The Successful Vendor is not a division or agent of the University.

**6.2 Advertising**

The Successful Vendor shall not advertise or publish information concerning the Agreement without prior written consent of the University. The University shall not unreasonably withhold permission.

**6.3 Americans with Disabilities Act**

The Successful Vendor shall comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the act.

**6.4 Certification**

By signature on the "Proposal Certification" form included under Section 7.0, the Vendor certifies that the submission on the proposal did not involve collusion or other anti-competitive practices. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. In addition, Vendor certifies whether or not an employee of the University has, or whose relative has, a substantial interest in any Agreement subsequent to this ITN. Vendor also certifies their status with regard to debarment, or suspension by any federal entity.

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting Agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting Agreement. Any resulting Agreement may be subject to legal remedies provided by law. Vendor agrees to promote and offer to the University only those services and/or materials as stated in and allowed for under resulting Agreement(s).

## 6.5 Conflict of Interest

The award hereunder is subject to the provisions of Chapter 112, F.S. Vendors must disclose with the proposal the name of any officer, director, or agent who is also an employee of the University of Florida. Further, all Vendors must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Vendor's firm or any of its branches.

## 6.6 Discrimination

An entity or affiliate who has been placed on the discriminatory list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a Vendor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.

## 6.7 Drug Free Workplace

The Successful Vendor agrees that in the performance of the Agreement, neither the Successful Vendor nor any employee of the Successful Vendor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the Agreement. The University reserves the right to request a copy of the Successful Vendor's Drug Free Workplace Policy. The Successful Vendor further agrees to insert a provision similar to this statement in all subcontracts for services required.

## 6.8 Equal Opportunity Statement

The State Universities have established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibit discrimination based on race, creed, color, sex, age, national origin, marital status or religion. To be considered for inclusion as a supplier under this agreement, the vendor commits to the following:

- A. The provisions of Executive Order 11246, September 24, 1966, and the rules, regulations, and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value.
- B. If the vendor expects to receive \$10,000 in orders during the first 12 months of this agreement, a complete certificate of non-segregated facilities shall be attached to the proposal response.
- C. If the vendor expects to receive \$50,000 in orders during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEO-1) must be filed prior to March 1 of each year.
- D. If the vendor expects to receive \$50,000 in orders during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the vendor, subject to review upon request by the user agencies of this agreement.

If you have already complied with the above, please indicate \_\_\_\_\_

## 6.9 Federal, State, and Local Laws and Regulations

Successful Vendor is solely responsible for complying with all laws, ordinances, and regulations including but not limited to, those relating to taxes, licenses and permits, as they may apply to any matter under this ITN. The Successful Vendor must demonstrate that they are duly licensed by applicable regulatory bodies during the performance of the Agreement. Prior to the commencement of Agreement, the Successful Vendor shall be prepared to provide evidence of such licensing as may be requested by the University. Successful Vendor shall, at no expense to the University, procure and keep in force during the entire period of the Agreement all such permits and licenses.

## **6.10 Inspection, Audit and Reporting**

All books, accounts, reports, files and other records relating to the Agreement shall be subject at all reasonable times to inspection and audit by the University of Florida.

Reporting Requirements: The successful vendor(s) agrees to furnish to the University a summary of total sales or revenue/revenue share or financial support to/from UF made under this contract as requested.

All reporting will be in Electronic Format provided to the requesting UF unit.

Reports will include, but are not limited to the following:

- Detailed invoice level purchase history usage including dates, unit and costs in as much detail as possible, for the life of the UF agreement.
- Other Organizations: Total dollar value of purchases and total of orders through University agreement to other institutions
- Additional relevant financial information related to this contractual agreement

Vendor and University will work together to create reports as University deems necessary and compatible with vendor systems.

## **6.11 Liens**

Each Successful Vendor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Successful Vendor.

## **6.12 Modifications**

The Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.

## **6.13 Non-Discrimination**

The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

## **6.14 Ownership of Documents**

All drawings, maps, sketches, documents, records, programs, data base, reports and other data developed or purchased, under this Agreement for or at the University's expense shall be and remain the University's property, without restriction, reservation or qualifications. The Successful Vendor may retain copies necessary for recordkeeping documentation and all such other business purposes related to the Agreement. All materials and products produced shall be provided to the University upon expiration of this Agreement.

## **6.15 Sales and Use Tax**

The Successful Vendor agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable law. The Successful Vendor further agrees to indemnify and hold harmless the University from any and all claims and demands made against it by virtue of the failure of the Successful Vendor or any subcontractors to comply with the provisions of any and all said laws. The University is exempt from state sales and use tax.

## **6.16 Sexual Harassment**

Federal law and the policies of the University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees, or a hostile or an offensive academic environment for University students. University vendors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University

employees and students. The employer of any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to be removed from the project site and from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

### **6.17 Small Business Program**

University is an equal opportunity institution and, as such, encourages the use of small businesses, including women and minority-owned small businesses in the provision of goods and services. Small businesses should have a fair and equal opportunity to compete for dollars spent by the University. Competition ensures that prices are competitive and a broad vendor base is available. . **Vendors are encouraged to get certified by the State of Florida** if they are minority-owned, woman-owned or veteran-owned:

[http://www.dms.myflorida.com/agency\\_administration/office\\_of\\_supplier\\_diversity\\_osd/get\\_certified](http://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/get_certified)

Vendor shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses. For questions about the University's Small Business Program contact Director of Small Business and Vendor Diversity, 352-392-0380, <https://sbvdr.admin.ufl.edu/>

### **6.18 Tobacco Free Campus Policy**

The University of Florida campus is a tobacco-free campus. This policy was effective as of July 1, 2010. The use of cigarettes or other tobacco products in UF buildings, parking lots, or in vehicles in these areas is prohibited. The successful vendor is expected to respect this smoke free policy and fully comply with it.

### **6.19 Sustainability Preferences**

The University's Procurement directives support the purchase of products that will minimize any negative environmental impacts of our work. In order to facilitate a healthy market in sustainable products, all parties involved in the procurement and utilization of materials must engage in both waste recycling and the initial purchase of products containing recycled content. It is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and promote environmentally responsible products, as well as energy efficient fixtures, appliances and mechanical equipment used in new construction and retrofit of University facilities.

### **6.20 Assignment-Delegation**

No right or interest in the Agreement shall be assigned or delegation of any obligation made by Successful Vendor without written permission of the University. Any attempted assignment or delegation by Successful Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

### **6.21 Assignment of Anti-Trust Overcharge Claims**

The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Successful Vendor hereby assigns to the University any and all claims for such overcharges.

### **6.22 Date for Reckoning Prompt-Payment Discount**

For purposes of determining whether a prompt-payment discount, if applicable, may be taken by the University, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.

### **6.23 Force Majeure**

In the event compliance with any obligation under this Agreement is impractical or impossible due to any Event of Force Majeure, then the time for performance of such obligation shall be extended for a period equivalent to the

duration of the Event of Force Majeure. The provisions of this section shall not operate to excuse either party's inability to perform its obligations hereunder because of inadequate finances. "Event of Force Majeure:" means any strike, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the party in question.

#### **6.24 Furnish and Install – not applicable**

#### **6.25 Indemnification/Hold Harmless; Liability**

The Successful Vendor shall indemnify, defend, and hold harmless the University of Florida Board of Trustees, the University of Florida, the State of Florida and the Florida Board of Governors, and their respective officers, agents, and employees, against and from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Successful Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement. Successful Vendor's obligation under this provision shall not extend to any liability caused by the sole negligence of the University Of Florida Board Of Trustees, University, or its officers, agents, and employees. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by Successful Vendor and third party infringement under the Agreement.

The University, as a public entity, is protected by sovereign immunity from tort liability, subject to a limited statutory waiver. The University will not agree to (i) indemnify or hold harmless any vendor; (ii) be liable for vendor's attorneys' fees under any circumstances; or (iii) binding arbitration. The Agreement shall not be construed or interpreted as (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of University or the State of Florida or their agents and agencies to be sued; or (iii) a waiver of either University's or the State of Florida's sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.

#### **6.26 Insurance Requirements – not applicable**

#### **6.27 Protection of Property**

The Successful Vendor shall at all times guard against damage or loss to the property of the University or of others or vendors and shall be held responsible for replacing or repairing any such loss or damage. The University may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Successful Vendor or their agents. The Successful Vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

#### Intellectual Property

- A. All works that are created pursuant to this contract ("Works") are works made for hire, and all rights and privileges attendant to the Works belong exclusively to the University. If a court of competent jurisdiction determines that any Work does not constitute a work made for hire, the Contractor hereby assigns to the University for no additional consideration all rights and privileges the Contractor has in the works, including all intellectual property rights, specifically those under copyright law.
- B. Paragraph A does not apply to Works that are not created through performance under this Contract ("Pre-existing works"). With respect to Pre-existing works used by the Contractor in performance of this Contract, the Contractor shall obtain for the University at no additional charge a license to use Pre-existing works for the uses intended under this Contract, including the right to make derivative works. Paragraph A does apply, however, to any Works that are derivative of Pre-existing works.



- C. The Contractor warrants that it has full power and authority to transfer the rights granted by this Contract to the University and that use of the works by the University does not constitute an infringement or other violation of any copyright, trade secret, trademark, patent, non-disclosure, or other rights of any third party.
- D. Title and all rights and privileges to all graphics and material provided to the Contractor by the University in connection with this Contract remain the exclusive property of the University of Florida. The Contractor does not receive any title, rights, or privileges in those graphics or materials. The University grants to the Contractor a limited license in those graphics or materials only for the purpose of carrying out the Contractor's obligations under this Contract.

### **6.28 Labor Disputes**

Successful Vendor shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance of the Agreement.

### **6.29 Laws and Regulations**

Successful Vendors are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations and shall protect and indemnify the University, its officers and agents against any claims of liability arising from or based on any violation thereof.

### **6.30 No Replacement of Defective Tender – not applicable**

### **6.31 No Waiver of Right by the University**

No waiver by University of any breach of the provisions of the Agreement by the Successful Vendor shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the Agreement.

### **6.32 Notice to Vendors of Asbestos-Containing Materials in University Buildings**

Asbestos containing materials (ACM) can be found in almost any building in the United States more than 10 years old. The University of Florida is no exception. The types of asbestos most commonly found are pipe and boiler insulation, fireproofing, hard panels known as "Transite", floor tile, and spray or trowel-applied ceiling finishes. ACM is generally not hazardous if left undisturbed.

The University has implemented an Asbestos Program to assure safe management and removal of ACM. Vendors, consultants, and other's providing service to the University may encounter ACM and must, therefore, comply with the following instructions:

- A. Avoid disturbing suspected ACM. Exercise caution and watch for possible ACM.
- B. If it is necessary to disturb ACM, first notify the appropriate Division Asbestos Representative listed in this notice, or the University of Florida Asbestos Coordinator, before proceeding with your work. You shall take whatever precautions are necessary to protect humans' health and the environment, and comply with all applicable Federal, State, and Local laws pertaining to asbestos.
- C. If you require additional information on possible locations of ACM in a particular building, contact the Asbestos Representative from the Division for which you are working.

<u>Division</u>	<u>Asbestos Representative</u>	<u>Telephone</u>
Facilities Services	Assoc. Dir. Facilities Services	(352) 392-7793
Health Center	Asst. Dir. Health Ctr Facilities Services	(352) 392-4417
Housing	Housing Maintenance Superintendent	(352) 392-2161

Reitz Union  
IFAS

Maintenance Superintendent  
Engineer

(352) 392-1614  
(352) 392-6488

### **6.33 Parking and Identification Badges.**

The Successful Vendor shall obtain all parking permits and/or decals that may be required while performing project work on University premises. The Successful Vendor should review Contractor and Vendor Parking information from Transportation and Parking Services located at the following link:

<http://www.parking.ufl.edu/pages/contractorvendordecal.asp>

### **6.34 Payment Terms**

The University's obligation is payable only and solely from funds appropriated for the purpose of the Agreement. Unless otherwise stated herein, the payment terms for the Agreement are Net 30 days. VENDOR OMBUDSMAN: The University's vendor ombudsman whose duties include acting as an advocate for vendors may be experiencing problems in obtaining payment(s) from the University may be contacted at 352-392-1241.

### **6.35 Price Adjustment**

Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Agreement period, and shall be supported by written evidence of increased costs to the Successful Vendor and may not exceed 3% or the change in the CPI, whichever is less. The University will not approve unsupported price increases that will merely increase the gross profitability of the Successful Vendor at the expense of the University. Price change requests shall be a factor in the Agreement extension review process. The University shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University.

### **6.36 Prior Course of Dealings**

No trade usage, prior course of dealings, or course of performance under other agreements shall be a part of any agreement resulting from this ITN; nor shall such trade usage, prior course of dealing, or course of performance be used in the interpretation or construction of such resulting agreement.

### **6.37 Intentionally Blank - not applicable**

### **6.38 Public Entity Crime**

A person or affiliate who has been placed on the convicted list by the Department of Management Services, State of Florida, may not submit a proposal on a contract to provide any goods or services, including construction, repairs, or leases and may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant for the University of Florida for a period of 36 months from the date of being placed on the convicted list, a "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or any entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime (Rule 6C1-3.020 FAC).

### **6.39 Public Records**

All proposal information submitted and opened becomes subject to the Public Records Law set forth in Chapter 119 F.S.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**phone: (352) 846-3903,  
email: [PR-Request@ufl.edu](mailto:PR-Request@ufl.edu)**

**Mail: PO Box 113156, Gainesville, FL 32611-3156**

Any resulting Agreement may be unilaterally canceled for refusal by the vendor to allow public access to all documents, papers, letters, or other materials made or received by the Successful Vendor in conjunction with the Agreement and subject to the provisions of Chapter 119, F.S.

#### **6.40 Referencing of Orders**

For each order issued against an agreement resulting hereunder, the University intends in good faith to reference this ITN for pricing, terms and conditions, delivery location, and other particulars. However, in the event the University fails to do so, the University's right to such terms and conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to the University.

#### **6.41 Remedies and Applicable Law**

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflict of laws) and the rules and regulations of the Florida Board of Governors and the University. University and Successful Vendor shall have available all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the Agreement shall lie in a court of competent jurisdiction located in Gainesville, Florida.

#### **6.42 Right of Inspection - not applicable**

#### **6.43 Right of Offset**

The University shall be entitled to offset against any sums due the Successful Vendor, any expenses or costs incurred by the University, or damages assessed by the University concerning the Successful Vendor's non-conforming performance or failure to perform the Agreement, or any other debt owing the University, including expenses, costs and damages described in the termination provisions contained herein.

#### **6.44 Shipment Under Reservation Prohibited – not applicable**

#### **6.45 Specifications: Brand Name or Acceptable Alternate – not applicable**

#### **6.46 Successful Vendor to Package Goods – not applicable**

#### **6.47 Termination**

##### **6.47.1 Convenience**

The University reserves the right to terminate the Agreement in whole or part at any time when in the best interests of the University without penalty or cause. Upon receipt of the written notice, the Successful Vendor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the University. In the event of termination under this provision, all documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and delivered to the University. The Successful Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the Successful Vendor's sole remedy against the University in the event of termination under this provision.

#### **6.47.2 Default**

The University reserves the right to terminate the Agreement in whole or in part due to the failure of the Successful Vendor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The University shall provide written notice of the termination and the reasons for it to the Successful Vendor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Successful Vendor shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services.

#### **6.47.3 Gratuities**

The University may, by written notice to the Successful Vendor, cancel the Agreement if it is discovered by the University that gratuities, in the form of entertainment, gifts or other, were offered or given by the Successful Vendor, or any agent or representative of the Successful Vendor, to any officer or employee of the University with a view toward securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the University pursuant to this provision, University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Successful Vendor in providing such gratuities.

#### **6.47.4 Insolvency**

The University shall have the right to terminate the Agreement at any time in the event Successful Vendor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Successful Vendor and not discharged within thirty (30) days; or if Successful Vendor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Successful Vendor or its business.

#### **6.47.5 Lack of Funds**

The State of Florida's and UF's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida State Legislature. The Agreement may be canceled without further obligation on the part of the University of Florida in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Successful Vendor shall be notified in writing of such non-appropriation as soon as reasonably possible. No penalty shall accrue to the University in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit the University to terminate the Agreement in order to acquire similar equipment, material, supplies or services from another party.

#### **6.47.6 Stop Work Order**

The University may at any time, by written order to the Successful vendor, require the Successful Vendor to stop all or any part of the work called for by the Agreement for a period of ninety (90) days after the order is delivered to the Successful Vendor, and for any further period to which the parties may agree. The order shall be specifically identified as a Stop Work Order issued under this provision. Upon receipt of the order, the Successful Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the Successful Vendor shall resume work. The University shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

#### **6.47.7 Suspension or Debarment**

The University may by written notice to the Successful Vendor immediately terminate the Agreement if the University determines that the Successful Vendor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but limited to, being disapproved as a subcontractor Vendor of any public procurement unit or other governmental body.

#### **6.47.8 Continuation of Performance Through Termination**

The Successful Vendor shall continue to perform, in accordance with the requirements of Agreement, up to the date of termination, as directed in the termination notice.

#### **6.48 Title and Risk of Loss**

The title and risk of loss of the goods and equipment shall not pass to University until University actually receives the goods and equipment at the point or points of delivery.

#### **6.49 Warranties - – not applicable**

#### **6.50 Payment Card Industry Data Security Standard.**

For e-commerce business and/or credit card transactions, Proposer agrees to be bound by the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time, and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank.

Proposer is required to be in compliance with the requisites of the SAS 70 and/or Payment card Industry Data Security Standard and provide written attestation of compliance annually.

#### **6.51 Payment and Invoice Information**

All invoices will need to contain either a **UF purchase order number** or the **8-digit department ID number** of the department with which you are doing business. All invoices for payment should be submitted to the University of Florida via:

Email: email a .pdf or .tif file to [ufl@invoices.corcentric.com](mailto:ufl@invoices.corcentric.com). The file must be attached to the email and not embedded within the email. There can be multiple files per email but each file should only contain one invoice, or

Mail to: UF – Accounts Payable  
PO Box 115350  
971 Elmore Drive  
Gainesville, FL 32611-5350

**7.0 Certifications and Forms**

**7.1 Certification of Proposal**

Explanation: This certification attests to the vendor's awareness of and agreement to the content of this ITN and all accompanying provisions contained herein.

Action: Vendor is to ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to Invitation to Negotiate # ITN20LD-113 issued by the University of Florida. The undersigned, as a duly authorized officer, hereby certifies that

\_\_\_\_\_

(Vendor Name)

agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced Invitation to Negotiate (ITN) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the ITN. The proposal shall remain in effect for a period of ninety (90) calendar days as of the Due Date for responses to the ITN.

The undersigned certifies that to the best of his/her knowledge: (check one pf the below and provide information if required)

\_\_\_ There is no trustee or employee of the University of Florida who has or whose Relative has an Interest in the entity or entities making this proposal or who is a natural person making this proposal.

\_\_\_ There are trustee(s) and/or employee(s) of the University of Florida who have, and/or whose Relative(s) have, an Interest in the entity or entities making this proposal or who is a natural person making this proposal. Describe the nature of the interest held by each trustee, employee, or Relative of the trustee or employee (for example, grandson of Employee X owns the company or spouse of Employee Y is a director of the company).

“Interest” for purposes of this disclosure includes the following: director, trustee, officer, or employee of an entity, any contract with an entity (including consulting), or any partner, proprietor, stock, equity, or other ownership interest in an entity.

“Relative” for the purpose of this disclosure is an individual who is related to the trustee or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the trustee or employee or who otherwise holds himself or herself out as or is generally known as the person whom the trustee or employee intends to marry or with whom the trustee or employee intends to form a household, or any other natural person having the same legal residence as the trustee or employee”

The undersigned further certifies that their firm (check one) \_\_\_ **IS** or \_\_\_ **IS NOT** currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Person(s) authorized to negotiate in good faith on behalf of this firm for purposes of this Invitation to Negotiate are:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Email: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Officer Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name Email: \_\_\_\_\_

**ITN20LD-113**

**Closing Date: 8/29/19**

**Closing Time: 3:00 PM EST**