



## **PROCUREMENT SERVICES**

### **Invitation to Negotiate for**

**Consulting Services for Educational Improvement and  
Policy Development  
For  
The University of Florida Lastinger Center for  
Learning**

Please mark all proposal submission envelopes with the  
following information:

ITN20NH-120  
Opening 11/05/2019 - 2:30PM

<b>1.0</b>	<b>STATEMENT AND SCOPE OF WORK .....</b>	<b>5</b>
1.1	Summary.....	5
1.2	Scope of Work.....	5
1.2.1	Background.....	5
1.2.3	Relationship of Parties.....	7
1.2.4	Ownership of Works.....	7
1.3	Term of Agreement.....	7
1.4	Coverage and Participation.....	7
1.5	University Demographics .....	7
1.5.1	The Lastinger Center.....	8
<b>2.0</b>	<b>EVALUATION PROCESS AND METHOD OF AWARD.....</b>	<b>8</b>
2.1	<i>Method of Award</i> .....	8
2.2	<i>Selection, Negotiation, Additional Information</i> .....	9
2.3	<i>Pre-Award Presentations</i> .....	9
2.4	<i>Pre-Award Negotiations</i> .....	9
2.5	<i>Vendor Protest Procedure; Notice of Proposal Protest Bonding Requirement</i> .....	9
2.6	<i>Contractual Intent/Right to Terminate and Recommence ITN Process</i> .....	9
2.7	<i>Effective Period of Proposals</i> .....	10
2.8	<i>Proposal Acceptance/Rejection</i> .....	10
2.9	<i>Errors and Omissions in Vendors Proposals</i> .....	10
2.10	<i>Determination of and Information Concerning Vendor's Qualifications</i> .....	10
2.11	<i>Apparently Conflicting Information Obtained by Vendor</i> .....	10
2.12	<i>Rejection of Vendor Counter-offers, Stipulations and Other Exceptions</i> .....	11
2.13	<i>Vendor's Need to Use Proprietary Rights of the University</i> .....	11
2.14	<i>Public Record</i> .....	11
<b>3.0</b>	<b>SCHEDULE OF EVENTS .....</b>	<b>11</b>
3.1	Pre-Proposal Conference – N/A.....	11
3.2	Pre-Proposal Site Visit – N/A.....	11
3.3	Special Accommodations.....	11
<b>4.0</b>	<b>PROPOSAL RESPONSE AND PREPARATION INSTRUCTIONS.....</b>	<b>11</b>
4.1	Proposal Format Organization.....	12
4.1.1	<i>Response Format</i> .....	12
4.1.2	<i>Number of Proposal Copies to be Furnished</i> .....	14
4.1.3	<i>Bindings and Marking</i> .....	14
4.1.4	<i>Marking of Envelopes</i> .....	14
4.1.5	<i>Proposal Costs</i> .....	14
4.1.6	<i>Faxes or Emails Not Accepted</i> .....	14
4.2	<i>Requirements of Proposer for Response</i> .....	14
4.2.1	<i>Original ITN Document</i> .....	14
4.2.2	<i>Vendor's Understanding of the ITN</i> .....	15
4.2.3	<i>University Provides Information in Good Faith without Liability</i> .....	15
4.2.4	<i>Verbal versus Written Communication</i> .....	15
4.2.5	<i>Questions, Communications and Inquires between the University and Vendors</i> .....	15
4.2.6	<i>Addenda and the University's Response to Communications from Vendor</i> .....	16
4.2.7	<i>Pricing and/or Revenue Proposal</i> .....	16
4.2.8	<i>Revisions to the ITN</i> .....	17
4.2.9	<i>Attention to Terms and Conditions</i> .....	17
4.2.10	<i>Required Signature</i> .....	17

4.2.11	<i>Authority to Negotiate</i>	17
4.2.12	<i>Collusion Prohibited</i>	18
4.2.13	<i>Improper Business Relationships/Conflict of Interest Prohibited</i>	18
4.2.14	<i>Corrections, Changes, and Providing Information on Forms within the ITN</i>	18
4.2.15	<i>Performance and Payment Bond – N/A</i>	18
4.2.16	<i>Anti-Kickback</i>	18
4.2.17	<i>Withdrawal of ITN</i>	18
4.2.18	<i>University’s Right to Use Vendor’s Ideas/Proprietary Information</i>	18
<b>5.0</b>	<b>DEFINITIONS</b>	<b>19</b>
5.1	Agreement/Contract	19
5.2	Customer	19
5.3	May, Should	19
5.4	Must, Shall, Will	19
5.5	Proposal	19
5.6	Proprietary Information	19
5.7	Provider	19
5.8	Invitation to Negotiate (ITN)	19
5.9	Respondent	20
5.10	Response	20
5.11	Successful Vendor	20
5.12	Supplement Agreement	20
5.13	Supplier	20
5.14	University of Florida, UF or University	20
5.15	Vendor	20
5.16	Vendor’s Proposal	20
5.17	Vendor’s Response	20
<b>6.0</b>	<b>AGREEMENT TERMS AND CONDITIONS</b>	<b>20</b>
6.1	Actions of Successful Vendor	20
6.2	Advertising	21
6.3	Americans with Disabilities Act	21
6.4	Certification	21
6.5	Conflict of Interest	21
6.6	Discrimination	21
6.7	Drug Free Workplace	21
6.8	Equal Opportunity Statement	22
6.9	Federal, State, and Local Laws and Regulations	22
6.10	Inspection, Audit and Reporting	22
6.11	Liens	23
6.12	Modifications	23
6.13	Non-Discrimination	23
6.14	Ownership of Documents	23
6.15	Sales and Use Tax	23
6.16	Sexual Harassment	23
6.17	Small Business Program	24
6.18	Tobacco Free Campus Policy	24
6.19	Sustainability Preferences	24
6.20	Assignment-Delegation	24
6.21	Assignment of Anti-Trust Overcharge Claims	24
6.22	Date for Reckoning Prompt-Payment Discount	24
6.23	Force Majeure	24
6.24	Furnish and Install – N/A	25
6.25	Indemnification/Hold Harmless; Liability	25

6.26	Insurance Requirements.....	25
6.27	Protection of Property.....	26
6.28	Labor Disputes.....	26
6.29	Laws and Regulations.....	26
6.30	No Replacement of Defective Tender – N/A.....	26
6.31	No Waiver of Right by the University.....	27
6.32	Notice to Vendors of Asbestos-Containing Materials in University Buildings.....	27
6.33	Parking and Identification Badges.....	27
6.34	Payment Terms.....	27
6.35	Price Adjustment.....	28
6.36	Prior Course of Dealings.....	28
6.37	Confidentiality of Information.....	28
6.38	Public Entity Crime.....	28
6.39	Public Records.....	28
6.40	Referencing of Orders.....	29
6.41	Remedies and Applicable Law.....	29
6.42	Right of Inspection – N/A.....	29
6.43	Right of Offset.....	29
6.44	Shipment Under Reservation Prohibited – N/A.....	29
6.45	Specifications: Brand Name or Acceptable Alternate – N/A.....	29
6.46	Successful Vendor to Package Goods – N/A.....	29
6.47	Termination.....	29
6.47.1	<i>Convenience</i> .....	29
6.47.2	<i>Default</i> .....	29
6.47.3	<i>Gratuities</i> .....	30
6.47.4	<i>Insolvency</i> .....	30
6.47.5	<i>Lack of Funds</i> .....	30
6.47.6	<i>Stop Work Order</i> .....	30
6.47.7	<i>Suspension or Debarment</i> .....	31
6.47.8	<i>Continuation of Performance Through Termination</i> .....	31
6.48	Title and Risk of Loss.....	31
6.49	Warranties.....	31
6.50	Payment Card Industry Data Security Standard.....	31
6.51	Payment and Invoice Information.....	31
<b>7.0</b>	<b>Certifications and Forms.....</b>	<b>32</b>
7.1	Certification of Proposal.....	32

## 1.0 STATEMENT AND SCOPE OF WORK

### 1.1 Summary

The University of Florida (UF) is seeking proposals from qualified firms or individuals interested in providing consulting services for Educational Improvement and Policy Development for the University of Florida's Lastinger Center for Learning. This solicitation is intended to qualify Vendors for inclusion into a qualified Vendor pool. Inclusion into the Vendor pool is not a guarantee of business. The Lastinger Center may contact for consulting services on an as needed basis.

The successful firms/individuals will have proven prior successful experience working with projects of this scope but are not expected or required to have experience in all segments of the Scope of Work (see section 1.2.2).

### 1.2 Scope of Work

#### 1.2.1 Background

The University of Florida Lastinger Center for Learning creates transformative educational innovations and models that accelerate teaching and learning across Florida, the nation and internationally. Since it was founded in 2002, the Lastinger Center has experienced explosive growth, increasing from a small start-up operation to a dynamic education incubator with a pipeline of promising innovations that it is bringing to the education marketplace.

The Lastinger Center's efforts have resulted in a unique record of success, including: winning two highly competitive US Department of Education Investing in Innovation (I3) grants - for promising, scalable innovations; creating and scaling Algebra Nation, a first-of-its kind learning ecosystem; and building and launching Early Learning Florida, one of the most comprehensive professional learning systems in the country. The Lastinger Center is currently developing a series of innovations that hold great potential to meet strong national and international market demands for transforming learning and teaching.

#### 1.2.2 Scope of Work

The University of Florida's Lastinger Center is looking for consultants with a range of expertise to assist us in meeting our goals. These skill sets include but are not limited to experience with:

#### **K-12 Educational and Early Learning Program (Birth- Pre-K) Support**

Knowledge of or expertise in:

- Statewide and national initiatives
- International contracts
- Designing and writing courses for online delivery
- Program management
- Creating effective communication strategies, marketing plans, and products
- Facilitation of small and large groups
- Program and curriculum development, evaluation & management

#### **Policy**

Knowledge of or expertise in:

- Policy analysis
- Strategic planning and communications
- Government and legislative relations
- Community outreach and strategic planning
- Early learning policy and the current early learning landscape at state and national levels

**Qualitative and/or Quantitative Research**

Knowledge of or expertise in:

- Assisting with report preparation and writing
- Creating and designing large- and small-scale assessments
- Qualitative and/or quantitative research: data collection, analysis, preparation and writing
- IRB application process
- Financial analysis and reporting

**Program Evaluation**

Knowledge of or expertise in:

- Reviewing initiatives and documents
- Conducting interviews and site visits
- Developing evaluation rubrics
- Creating and designing large- and small-scale assessments

**Community Strategic Planning**

Knowledge of or expertise in:

- Developing overall planning process
- Supporting community meetings and work groups
- Coordinating outside expert participation
- Drafting and editing working documents and final planning report
- Community outreach and strategic planning

**Training**

Knowledge of or expertise in:

- Creating, designing, and conceptualizing course content and training materials
- Providing ancillary materials, such as virtual handouts, photographs, or videos
- Facilitation of small and large groups
- Racial equity issues and their impact within educational settings
- Developing and delivering educator professional development

**Development/Fundraising**

Knowledge of or expertise in:

- Developing, preparing, and writing contract and grant proposals
- Developing communication materials
- Identifying sources of support
- Providing consultation and support on new and existing projects
- Fundraising: Identifying sources and developing strategies to mobilize resources and pursue funding

**Technology Support**

Knowledge of or expertise in:

- Videotaping
- Editing
- Storyboarding
- IT integration
- Providing technological support with varying initiatives including online course creation
- Graphic design

### **1.2.3 Relationship of Parties**

Vendor is an independent contractor, and neither Vendor nor Vendor's employees, agents, or other representatives shall be considered UF employees or agents. Vendor shall not use UF's name, trademarks, logos, or marks without UF's prior written approval.

### **1.2.4 Ownership of Works**

See section 6.27, Protection of Property, for details.

## **1.3 Term of Agreement**

The term of this Agreement will be for an initial period of five (5) years, estimated to begin upon award to successful Vendors, and with an option to renew based on satisfactory performance and the written approval of both parties for up to five (5) additional one (1) year periods.

## **1.4 Coverage and Participation**

The intended coverage of this ITN and any Agreement resulting from this solicitation shall be for the use of 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**

With the support of Florida lawmakers and the UF Trustees, UF has launched UF Rising – a five-year initiative to elevate the university among the nation's top public universities. The state and UF will devote a combined \$150 million to hiring as many as 100 new faculty members, including both midcareer and eminent professors. The UF Foundation is supporting the plan with an \$800 million campaign to add more than 100 new endowed professorships, and upgrade and add facilities – prominently including a new chemistry building for UF's world-class chemistry department.

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 49,000 students, the University of Florida is now one of the ten 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.

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

### **1.5.1 The Lastinger Center**

The Lastinger Center for Learning is an education design-and-build shop. The Lastinger Center for Learning harnesses the University of Florida's extraordinary intellectual resources to partner with school districts, philanthropies, governmental entities and the private sector to create, field-test and disseminate innovations and models that transform teaching, improve learning and promote healthy child development.

Housed at the University of Florida College of Education, the Lastinger Center blends the latest research with effective practice to build award-winning learning systems and programs that boost teaching practice and advance student achievement. The Lastinger Center is increasingly recognized as an emerging leader in the teacher quality movement. The Lastinger Center has won the U.S Department of Education's 2011 Investing in Innovation (i3) award; the 2011 Florida Association for Staff Development's award for the state's top professional development program; and the Association of Teacher Educators' 2011 award for the country's top teacher education partnership program.

The Lastinger Center designs and builds learning systems and programs that recharge teaching and learning. Our award-winning model sharpens educators' skills, broadens and deepens knowledge, establishes effective communities of practice and helps students succeed.

For any additional information about the Lastinger Center for Learning, please visit the Lastinger Center for Learning's web page at: [www.lastingercenter.com](http://www.lastingercenter.com).

## **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 Vendors whose proposals are 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 the 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/>

### **Proposal Information and Evaluation Criteria**

Vendor proposals will be evaluated based upon how well each Vendor's experience and qualifications meet the University's needs. The initial responses must provide clear and easy to understand explanation of agency services, methods, and pricing. Evaluation of agency information will be based on the written responses to the information requested below. Further evaluation will be based on the information provided in the ITN, any additional information requested by the University, information obtained from references and independent sources, technical and financial data, and oral presentations, if requested.



Specific consideration will be given to the following criteria in no particular order or weighting:

- Company background including Vendor organization, account team, accessibility, and resource commitment
- Creativity and quality of approach, portfolio and services proposed
- Ability to implement quality services plan to meet UF needs and provide best value including the acceptance of UF Terms and Conditions (see section 4.2.9)
- Experience of company with contracts of similar size and scope, reference information from current or former clients, and breadth of services
- Financial offering – pricing models/cost for services
- Additional best value/ creative ideas – information and/or ideas that may be beneficial to UF in reaching the goals stated in the summary

## **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 Vendors without further discussion, negotiation, or prior notice. The University may presume that *any proposal is a best-and-final offer*.

## **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 Offer or, 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
- 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 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 maybe 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.

10/2/2019	Issuance of ITN
10/15/2019 –5:00 PM ET	Technical Questions/Inquiries Due
10/21/2019	Reponses to Inquires sent out
11/5/2019–2:30 PM ET	ITN Closes/Opening of Proposals
Week of 12/2/2019(estimated)	Vendor Presentations

**3.1 Pre-Proposal Conference – N/A**

**3.2 Pre-Proposal Site Visit – N/A**

**3.3 Special Accommodations**

If special accommodations are needed in order to attend a proposal opening, contact procurement@ufl.edu three (3) business days prior to 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 **11/5/2019 2:30 PM.**

Vendors shall ensure that the outer carton of the response must display clearly and conspicuously the following identifying information:  
 ITN20NH-120

**Opening date and time: 11/5/2019 2:30 PM**

**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 and is sealed; submit one (1) original and four (4) 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 Certification of Proposal form** (7.1), and signed and completed acknowledgement forms for any addenda issued.

- **Tab 2: Firm Background, Experience, and References** – Provide a brief introduction to the company, its history, and its areas of specialization. Please include contact name(s) and titles of the proposed team member(s). Include an organization chart beginning with your account management team through CEO of your company. Furthermore, provide information about experience with similar current or former projects in K-12 education, higher education, government funded and other not-for-profit organizations. Provide current and former client reference names and key contact information. This list must include the name, address, telephone, and email address of the client contract administrator. Detail which specific area your strengths were with listed references. Disclose any conflicts of interest or limitations that may exist should the firm be selected to provide services to the University
- **Tab 3: Portfolio Sample Work**
  - a) Provide one (1) original and four (4) copies of examples of portfolio work on at least three similar projects. If you have provided consulting services for the Lastinger Center, please use that for no more than one of your samples. Please explain which segment of our Scope of Work your example reflects.
  - b) Provide examples of where research was used to inform the creative process.
- **Tab 4: Pricing for Services** – Provide firm’s pricing for *all* services and how expenses are incurred.
  - a) Firms who will be directly involved in proposed work should provide firm’s hourly fee schedule for all position levels. Include fixed hourly rates; travel inclusive for each discipline/job title. If the travel cannot be included in the fixed hourly rates, travel must be made and billed according to Florida Statute 112.061. If travel is billed separately, it is expected to be billed at actual cost with no mark-up.
  - b) Provide list of items included in hourly rates, and items not included in hourly rates which are passed through or marked-up (examples may include consultation, graphic design, copywriting, email/website development, in-house copying or mailing).
  - c) Provide a list of typical third party services provided (examples include research, focus groups, talent, music, video production services, photography production services, media planning and buying) and the proposed rates, commission or mark-up for each service.
  - d) Indicate any value-added, special services or discounts that could be combined in this ITN.

Once awarded, Vendors may be asked to provide a price of a specific project on a fixed fee basis, with details related to number of hours, deliverables, etc.

- **Tab 5: Best Value-** describe the process of producing “best value” for University and its users, through creative marketing, small business & diversity programs, green/sustainability initiatives, and/or other creative offering programs.
  - a) Provide innovative ideas to control cost and increase efficiency.
  - b) Provide information on the company’s sustainability efforts, and areas in which those efforts connect with the services covered by this ITN.
  - c) Please describe the process of producing “best value” for University and its users, through small business & diversity programs.
  - d) Describe the approach you would use to work with any local Vendors in our market that we may engage to produce select creative or collateral materials.
  - e) Discuss ways in which the company might involve the University’s students in the project(s).
  - f) Explain other creative offerings that would be available to the university through the company including financial incentives.

- **Tab 6: Attachment A** –Complete Attachment A to assist in the proposal evaluation.
- **Tab 7: Additional Information** - Provide any additional information that should be considered in this evaluation. The Vendor may present creative approaches that would be pertinent to this ITN.
- **Tab 8: Concerns with Terms & Conditions** – List any concerns/issues with specific contractual terms included in this ITN on Attachment B. List explicitly the term number and name that requires additional negotiation, with what the concern is.

#### **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 four (4) 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.

#### **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: **ITN20NH-120**  
Opening date and time: 11/5/2019 **2:30 PM**

#### **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 purchasing official 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: Nicola Heredia  
Telephone No: 352/294-1155  
Facsimile No: 352/392-8837  
E-mail Address: nheredia@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 Agent 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 10/15/2019 5:00 PM/ET.
- 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 10/15/2019 5:00 PM/ET.

- Inquiries about technical interpretations must be submitted in writing, and be received prior to 10/15/2019 5:00 PM/ET.
- Inquiries for clarifications/information that will not require addenda may be submitted verbally to the Procurement Agent 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.

##### **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 Agent 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 10/15/2019 5:00 PM/ET.

#### **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 Agent 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). Any contract resulting from this solicitation will also be subject to the terms and conditions of the University of Florida's Contract for Services.

#### **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****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 Agent 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 made under this contract as requested but at least twice a year.

- All reporting will be in Electronic Format provided to Procurement Services either prior to business review meetings or as requested.
- Reports will include, but are not limited to the following.
  - Detailed invoice level purchase history usage with at minimum the following fields:
    - PO Number
    - Quote Number
    - Invoice Number
    - Invoice Date
  - Other Organizations: Total dollar value of purchases and total of orders through

- University agreement to other institutions.
- Savings to University through Vendor discounting - special offers such as volume Discounting.

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 of Florida, an agency of the State of Florida, is exempt from State of Florida Sales Tax and Federal Excise Tax. Tax Exempt ID number 59-6002052.

### **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. 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 the Director of Small Business and Vendor Diversity, 352-392-0380.

### **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 – N/A**

#### **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**

The Successful Vendor shall purchase from and maintain with a company or companies, lawfully authorized to do business in Florida and acceptable to the University, such insurance as will protect the Successful Vendor from claims arising out of or resulting from the Successful Vendor's operations under the Agreement and for which the Successful Vendor may be legally liable, whether such operations be by the Successful Vendor or by their subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be issued and countersigned by representatives of such companies duly authorized for the State of Florida and shall be written on ISO standard forms or their equivalents. The Successful Vendor shall file with the University Certificates of Insurance prior to the commencement of this Agreement and shall file Certificates of Insurance evidencing the renewal of such policies at least thirty (30) days prior to the date that each applicable insurance policy is scheduled to expire. **Please note that the University of Florida must be named "additional insured" on automobile and general liability policies.**

General Liability Insurance – The Successful Vendor shall provide the ISO Commercial General Liability policy for general liability coverage's for limits of not less than of \$1,000,000 per occurrence. Coverage shall be maintained without interruption from date of commencement of work until date of final payment.

Worker's Compensation - The Successful Vendor shall secure and maintain for the life of this Agreement, valid Worker's Compensation Insurance as required by Chapter 440, Florida Statutes (if applicable.)

Automobile Liability - The Successful Vendor shall secure and maintain, during the life of this Agreement, Automobile Liability insurance on all vehicles against bodily injury and property damage in at least the amount of \$100,000.00 per person, \$500,000.00 per occurrence.

## **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 – N/A**

**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 IFAS	Assoc. Dir. Facilities Services Engineer	(352) 392-7793 (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.

The University of Florida has implemented an electronic invoicing process, My Payment Solutions, through Corcentric, and you will be required to use one of the three methods for submitting them. Here is the link with that information. <http://www.fa.ufl.edu/wp-content/uploads/disbursements/UF%20Supplier%20Invoicing%20Guide.pdf>.

### **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. 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.

The appropriateness of Adjustment Requests will be reviewed by University Procurement Services based on supporting documentation of key cost drivers supplied by the Vendor and analysis of changes in the Producer Price Index ("PPI") Industry Index for Advertising Agencies (PCU54181). Changes will be assessed for the 12 months prior to the request. Annual price increases of any kind will be limited to 5%. Should the PPI fall, an accompanying reduction in prices should follow, but be limited to a 5% reduction. Requests for price adjustment should at minimum be required to include the notification and documentation of the factors above.

### **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 Confidentiality of Information**

If Vendor is exposed to UF's confidential information, Vendor will keep such information confidential and will act in accordance with any guidelines and applicable laws (such as FERPA and the Gramm-Leach Bliley Act.) Confidential information shall not include information that is a public record pursuant to Florida law (Florida Statutes Chapter 119), and UF will respond to public records requests without any duty to give Vendor prior notice. This provision shall survive termination of the Agreement.

### **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.

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 – N/A**

#### **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 – N/A**

#### **6.45 Specifications: Brand Name or Acceptable Alternate – N/A**

#### **6.46 Successful Vendor to Package Goods – N/A**

#### **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**

In addition to any implied warranties, Successful Vendor warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed herein, and to the sample or samples if any, furnished by the Successful Vendor. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

**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 ITN20NH-120 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: \_\_\_\_\_

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

Signature of Authorized Officer

\_\_\_\_\_

Printed Name

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

**ITN20NH-120**

**Closing Date:11/5/2019**

**Closing Time: 2:30 PM/ET**