I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the vendor and that the vendor is in compliance with all the requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid on behalf of the Board of Trustees, hereinafter known as the University, the vendor offers and agrees that if the bid is accepted the vendor will convey, sell, assign, or transfer to the University all rights, title and interest in and to all causes of action it may now or hereafter acquire relating to the particular commodities or services purchased or acquired by the University. At the University’s discretion, such assignment shall be made and become effective at the time the Procurement agency tenders final payment to the vendor.

SEATED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date, and time of the bid opening and the bid number. Bids not submitted on the attached bid form must submit a “NO BID”, and it must be received no later than the stated bid opening time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. A bid may not be altered after opening of the bids. NOTE: Bid tabulations will be posted electronically at www.Procurement.ufl.edu. Bid tabulations will not be provided by telephone.

1. EXECUTION OF BID: Bid must contain an original manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by vendor must be initialed.

2. NO BID: If not submitting a bid, respond by returning only this vendor acknowledgment form, marking it “NO BID”, and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, nonconformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier’s name from the bid mailing list. NOTE: To qualify as a respondent, vendor must submit a “NO BID”, and it must be received no later than the stated bid opening date and hour.

3. BID OPENING: Shall be public, on the date, location and the time specified on the bid form. It is the vendor’s responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. A bid may not be altered after opening of the bids. NOTE: Bid tabulations will be posted electronically at www.Procurement.ufl.edu. Bid tabulations will not be provided by telephone.

4. PRICES, TERMS AND PAYMENT: Firm prices shall be bid and will include all packing, handling, shipping charges, and delivery to the destination shown herein. (a) TAXES: The University does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property or services. The Florida Tax Exempt Number is 11-06-024058-57C. This exemption does not apply to purchases of tangible personal property or services made by vendors who use the tangible personal property or services in the performance of contracts for the improvement of University-owned real property as defined in Chapter 192, F.S.

(b) DISCOUNTS: Vendors are encouraged to reflect trade discounts in the unit prices quoted; however, vendors may offer a discount for prompt payment. Prompt payment discounts will not be considered in the bid award. However, every effort will be made to take the discount within the time offered.

(c) MISTAKES: Vendors are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at vendor’s risk. In case of a mistake in extensions the unit price will govern.

(d) INVOICING AND PAYMENT: Payment will be made by the University of Florida after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified. An original invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. Payment shall be made in accordance with Section 215.422 (1) (2) F.S. VENDOR OMBUDSMAN: The University’s vendor ombudsman, whose duties include acting as an advocate for vendors may be experiencing problems in obtaining payment from the University, may be contacted at 352-392-1241.

(e) ANNUAL APPROPRIATIONS: The University’s performance and obligation to pay under any contract awarded is contingent upon an annual appropriation by the Legislature.

(f) CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

(g) SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of
5. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, F.S. All vendors must disclose with their bid 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 owning, directly or indirectly, an interest of five percent (5%) or more in the vendor’s firm or any of its branches.

6. AWARDS: As the best interest of the University may require, the right is reserved to make awards by individual item, group of items, or all or none of the items and which are the result of the vendor’s breach of contract or of the negligent acts of employees, or third persons, arising out of or in connection with any contract awarded and which are the result of the vendor’s breach of contract or of the negligent acts of the vendor, its officers, agents, and employees. This clause does not apply to contracts for costs incurred by the University in connection with the examination or testing. The data derived from any tests for compliance with specifications are public records and open to public inspection thereto. The University of Florida reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with these requirements are not acceptable. Vendors must explain on an attached sheet to what extent warranty and/or catalog numbers listed in a specification are for information and not intended to limit competition. If bids are based on equivalent products, indicate on the bid form the manufacturer’s name and how it will be compared to the solicitation and/or catalog numbers. Reference to literature and/or catalog numbers listed in a specification for information and not intended to limit competition. The University reserves the right to make award(s) by individual item, group of items, or all or none of the items and which are the result of the vendor’s breach of contract or of the negligent acts of employees, or third persons, arising out of or in connection with any contract awarded and which are the result of the vendor’s breach of contract or of the negligent acts of the vendor, its officers, agents, and employees. This clause does not apply to contracts awarded to any broker, agent, or independent contractor offering printing manufactured by other firms or persons.

19. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at University’s discretion and at University’s convenience. The University is not responsible for loss, damage, or malfunction, whether caused by fire, theft, fraud, carelessness, neglect, or otherwise, of any property rented or leased to the University and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented inventions, processes, or articles manufactured or used. The University, at its discretion, including IMMEDIATELY return it to the University. In the event of delay in returning the property, the University reserves the right to collect interest on the property at the rate of one percent (1%) per month, or such other rate as the University may determine.

20. PATENTS, COPYRIGHTS, TRADEMARKS, ROYALTIES and other Intellectual Property Rights: No patent, copyright, trade secret or other proprietary right shall be involved unless specifically disclosed in writing by the University in response to requests for information.

21. CONFLICT BETWEEN DOCUMENTS: If any terms and conditions contained within the documents that are a part of this ITB or resulting contract are in conflict with any other terms and conditions contained therein, then the various documents comprising this ITB or resulting contract, as applicable, shall govern in the following order of precedence: change order, purchase order, addenda, special conditions, general conditions, specifications, departmental description of work, and bid.

22. MANUFACTURERS’ NAMES AND APPROVED EQUIVALENTS: Any manufacturer, brand, or trade name, together with any catalog number or equivalent stated in the solicitation and/or catalog numbers listed in a specification are for information and not intended to limit competition. If bids are based on equivalent products, indicate on the bid form the manufacturer’s name and how it will be compared to the solicitation and/or catalog numbers. Reference to literature and/or catalog numbers listed in a specification for information and not intended to limit competition. If bids are based on equivalent products, indicate on the bid form the manufacturer’s name and how it will be compared to the solicitation and/or catalog numbers.

23. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested and/or inspected for compliance with specifications by any appropriate testing facilities. Such testing by the University of Florida, or any other governmental agency, shall not constitute a cognizable defense against the legal remedies herein. The University reserves the right to make award(s) by individual item, group of items, or all or none of the items and which are the result of the vendor’s breach of contract or of the negligent acts of the vendor, its officers, agents, and employees. This clause does not apply to contracts awarded to any broker, agent, or independent contractor offering printing manufactured by other firms or persons.

24. PUBLIC RECORDS: Any material submitted in response to this Invitation to Bid will become a public document pursuant to Section 119.07 F.S. This clause does not apply to contracts awarded to any broker, agent, or independent contractor offering printing manufactured by other firms or persons.
NON-TECHNICAL SPECIFICATIONS

(1) **AWARD** - Award will be made on an "All-or-None Offer Total Offer" basis. Any contract awarded pursuant to this Bid will be awarded to the single best bidder/proposer or to none at all.

(2) **CANCELLATION** - University Procurement, by written notice, may terminate in whole or in part any purchase order resulting from this Invitation to Bid, when such action is in the best interest of the University. If the purchase order is terminated, the University shall be liable only for payment of services rendered prior to the effective date of the termination. Services rendered will be interpreted to include the cost of items already delivered, plus the reasonable cost of supply action short of delivery.

(3) **RIGHT TO TERMINATE** - In the event that any of the provisions of a contract resulting from the bid award are violated by the successful bidder, the University may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract, and unless within ten (10) days after serving such notice upon the bidder, such violation shall cease and satisfactory arrangements for correction are made, the contract shall, upon expiration of said ten (10) days, cease and terminate, but the liability of such bidder and his surety for any and all such violations(s) shall not be affected by any such termination.

(4) **AVAILABILITY OF FUNDS** - The State of Florida's and the University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature of the State of Florida.

(5) **CONTRACT RENEWAL** - As mutually agreed upon, the successful bidder shall be awarded a contract for (1) one year, with the option to renew the contract for (2) two additional one-year periods. Under the same terms, if it should be deemed advisable and advantageous to do so. Renewal of this contract shall be contingent upon satisfactory performance evaluations by the University.

(6) **PRICE INCREASE** - Price increase for all renewals shall not be greater than the lesser of 3% or the corresponding increase in the CPI for the prior 12-month period.

(7) **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@edmgroup.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:

   University of Florida
   Attn: Accounts Payable
(8) EQUIVALENTS - Alternatives from the manufacturer specified will not be accepted.

(9) F.O.B. POINT – The F.O.B. Point shall be destination. Exact delivery point will be indicated on the Purchase Order.

(10) DELIVERY - Delivery time is of the essence in the award of this Invitation to Bid. Vendors must take this into consideration when preparing their bids. Delivery shall be completed according to the schedule listed under “Additional Specifications” in this bid document. The University reserves the right to reject bids, which cannot comply with the delivery requirement.

(11) QUALIFICATIONS OF BIDDERS - This bid will be awarded only to a responsible bidder qualified by experience to provide the work specified.

1. Evidence that bidder is a certified CISCO Gold Partner
2. Experience record showing bidder's training and experience in similar work.
3. List and briefly describe projects of similar size and/or complexity which have been completed satisfactorily. List should include names of contracts, dates of contracts, location, and names and addresses of owners.

(12) WARRANTY - The successful bidder shall furnish factory warranty on all equipment furnished against defect in material and/or workmanship. The factory warranty shall become effective on the date of delivery and acceptance by the University. Should any defect in material or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the University immediately upon written notice from University Procurement. The successful bidder will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control and without the fault or neglect by the University, acts of God, fires, floods, and hurricanes.

(13) LABELS - Labels shall be affixed as required by any or all State and Federal statutes or regulations.

(14) INVITATION TO BID FORM - All bids should be submitted on the University of Florida Invitation to Bid/Bidders Acknowledgment form with one (1) complete original bid and one (1) electronic copy in a sealed envelope, with the following information on the outside of the envelope: bid number, date and time of bid opening, and Company name in order to be considered in the award.

   Attn: Rob Luetjen
   ITB20RL-128
   CISCO SMARTnet Maintenance Contract
   November 26, 2019 3:00PM
   From: Company Name

   The University reserves the right to return any bids unopened not submitted as per instructions above.

(15) MAINTENANCE AND INSTRUCTION MANUALS - The successful bidder shall include at least one copy of an instruction/maintenance manual with each unit supplied. This manual shall include at least a minimum of operating instructions, maintenance and repair information, including schematic diagrams and a list of available replacement parts.
(16) **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 prohibits 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 proposer commits to the following:

1. 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.
2. If the proposer 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 bid.
3. If the proposer 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.
4. If the proposer 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 proposer, subject to review upon request by the user agencies of this agreement.

If you have already complied with the above, please indicate _____

(17) **INQUIRIES** - The University will not give verbal answers to inquiries regarding the specifications, or verbal instructions prior to or after the award of the bid. A verbal statement regarding same by any person shall be **non-binding**. The University is not liable for any increased costs resulting from the Bidder accepting verbal direction. All changes, if necessary, shall be made by written addendum to the bid.

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.

**Inquiries must be sent to Rob Luetjen Procurement Agent III, at rluetjen@ufl.edu**

All addenda will be posted to our web site only: [https://procurement.ufl.edu/vendors/schedule-of-bids/](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 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 ITB.

**The University may not respond to any questions/requests for clarification that require addenda, if received by the University after 5 P.M. on November 13th, 2019.**

(18) **DELIVERY COSTS** - All costs for delivery, storage, freight, and packing are to be prepaid by the contractor, FOB, University of Florida or address as listed in the Invitation to Bid.

(19) **BID DELIVERY** - If this bid will be mailed through the U. S. Postal Service as regular mail, address the bid to the PO Box as shown on the Invitation to Bid Acknowledgment Form.

If a company representative plans to attend the bid opening; if the bid will be hand delivered; or if the bid will be delivered by a service other than the U. S. Postal Service regular mail, i.e., Federal Express, United Parcel Service, Courier, U. S. Postal Express Mail, etc., address the bid to the
Building and room number as shown on the Invitation to Bid Acknowledgment form.

(20) **PUBLIC ENTITY CRIME** - A person or affiliate who has been placed on the convicted vendor list by the Department of Management Services, State of Florida, may not submit a bid on a contract to provide any goods or services, including construction, repairs, or leases and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant for the University of Florida for a period of 36 months from the date of being placed on the convicted vendor 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).

(21) **FEDERAL DEBARRMENT** - By signing this bid/proposal, the offeror certifies, to the best of its knowledge or belief, that the offeror and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; or have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them in connection with a public contract or subcontract; or are not criminally or civilly charged by a governmental entity with commission of offenses; or has not within a three year period preceding this offer had a contract terminated for default by any Federal agency. (Federal Acquisition Regulation 52.209-5).

(22) **DISCRIMINATION** – An entity or affiliate who has been placed on the discriminatory vendor 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 bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.

(23) **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 Director of Small Business and Vendor Diversity, 352-392-0380.

(24) **AMERICANS WITH DISABILITY ACT** - If special accommodations are needed in order to attend a pre-bid meeting or a bid opening, contact 352-392-1331 or email at Procurement@ufl.edu, three business days prior to either the meeting.

(25) **NOTICE TO CONTRACTOR:** - The University shall consider the employment by any contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this contract.

(26) **USE OF TERMS:** - The terms University of Florida, University and UF are used synonymously in this Invitation to Bid unless otherwise indicated. The terms vendor, proposer and contractor are used synonymously in this ITB unless otherwise indicated.
(27) CONTRACTOR SHALL IMPLEMENT - a drug-free workplace program in accordance with the requirements of Section 440.102, Florida Statutes.

(28) TOBACCO-FREE CAMPUS POLICY – As of July 1, 2010 the University of Florida campus has been tobacco-free. 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.

(29) FLORIDA PREFERENCE—Preference for Florida Based Vendors for Purchases of Personal Property in accordance with §.287.084, Florida Statute; a preference shall be provided to vendors with a principal place of business in Florida. If the lowest responsible and responsive bid for personal property is from a vendor whose principal place of business is outside of Florida and is in a state or political subdivision thereof that grants a preference for the same purchase of personal property to a vendor in such state or political subdivision, as applicable, then the University shall grant the same preference to the Florida based vendor with the lowest responsible and responsive bid received pursuant to this Invitation to Bid.

If the lowest responsible and responsive bid is from a vendor whose principal place of business is in a state that does not grant a preference for the purchase of personal property to a vendor in such state, then the University shall grant a preference in the amount of 5 percent to the lowest and responsive Florida base vendor.

For vendors whose principal place of business is outside of Florida, such vendors must, at the time of submitting its bid, provide a written opinion from a licensed attorney in its state specifying (a) the preference(s) granted by the state or political subdivision and (b) how the preference(s) is/are calculated.

The attached Attestation of Principal Place of Business must be completed and returned with your ITB response.

Schedule of Events

- Bid Posting: 11/8/19
- Questions Due: 11/13/19 by 5:00PM EST
- Bid Opening: 11/26/19 at 3:00PM EST
Attestation of Principal Place of Business

University of Florida ITB20RL-128 CISCO SMARTnet Maintenance Contract

Name of Bidder: ___________________________ Business Name: ___________________________

Identify the State in which the Bidder has its principal place of business: ___________________________

Bidder’s Signature: ___________________________ Title: ___________________________

INSTRUCTIONS: IF your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required. IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to comply may be considered as non-responsive to the terms of this solicitation.

OPINION OF OUT-OF-STATE BIDDER’S ATTORNEY ON BIDDING PREFERENCES
(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: §287.084(2), Florida Statutes, provides that “a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.” See also § 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES
(Please Select One)

________ The Bidder’s principal place of business is in the State of ________________ and it is my legal opinion that the laws of that state do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that state.

________ The Bidder’s principal place of business is in the State of ________________ and it is my legal opinion that the laws of that state grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that State: [Please describe applicable preference(s) and identify applicable state law(s)]:

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES
(Please Select One)

________ The Bidder’s principal place of business is in the political subdivision of ________________ and it is my legal opinion that the laws of that political subdivision do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

________ The Bidder’s principal place of business is in the political subdivision of ________________ and it is my legal opinion that the laws of that political subdivision grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

Signature of out-of-state Bidder’s attorney: ___________________________

Printed name of out-of-state Bidder’s attorney: ___________________________

Address of out-of-state Bidder’s attorney: ___________________________

Telephone number of out-of-state Bidder’s attorney: (_______)_______ - ___________

Email address of out-of-state Bidder’s attorney: ___________________________

Attorney’s states of bar admission: ___________________________
TECHNICAL SPECIFICATIONS

UF is looking for a CISCO Gold Partner able to offer a CISCO SMARTnet Maintenance Contract for all equipment as shown in Attachment A.

ADDITIONAL SPECIFICATIONS

1. Delivery of equipment shall be next day delivery of when the request for replacement is placed with the vendor.
2. Vendor shall be certified as a Cisco “Gold Partner”
3. This shall be true Cisco “SmartNet” and not a SmartNet alternative administered by the vendor.
4. University shall have direct access to Cisco engineers as needed for communication and assistance with technical issues.
PRICE SHEET

From: ______________________________ (Company Name/Name & Title of Authorized Agent)

To: UNIVERSITY OF FLORIDA
   Procurement Services
   971 Elmore Drive
   Elmore Hall Rm101
   Gainesville, FL 32611

The undersigned, hereinafter called "Bidder", being invested with the authority of his/her employer, and having read the Documents for the Bid, as well as the Specifications for the Bid, entitled:

ITB20RL-128 CISCO SMARTnet Maintenance Contract

and having familiarized himself/herself with all conditions affecting and governing the specifications, pricing and delivery of the equipment, hereby proposes to furnish the service as per the specifications, in strict compliance with the Specification Page, Bid Documents, Addenda and any other documents relating thereto on file with Procurement Services and, if awarded the Contract, agrees to abide by the pricing and delivery terms as per the Documents and as stated herein, for the sums enumerated on this page.

Annual Contract Price: $__________________________ /year

I have carefully prepared this Bid from contact documents described above, I have full authority to make such statements and submit this Bid in (my) (its) (their) behalf, and all statements are true and correct.

__________________________  (Signature)
__________________________  (Printed or typed)
__________________________  (Address, City State, Zip)
__________________________  (Telephone)
__________________________  (Email)
__________________________  (Date)