



PROCUREMENT SERVICES

Invitation to Negotiate for

Waste Stream Handling Solutions

Please mark all proposal submission envelopes with the following information:

ITN20KO-132

Opening 2/18/20 at 3:00 PM

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1.0 STATEMENT AND SCOPE OF WORK

1.1 Summary

The University is seeking proposals from vendor(s) to provide waste stream handling services as described in the Scope of Work in Section 1.2. This solicitation will be separated into four lots. Vendors may respond to any one lot, combination of any number of lots, or all four lots.

Lot 1 consists of compactor services, roll-off services, front-load services, hauling of cardboard bales, MSW cart collection from Dasburg House, compactor cleaning, compactor painting, compactor/baler repairs and maintenance and contract management. Lot 2 consists of woody waste loading and hauling. Lot 3 consists of indoor office paper collection. Lot 4 consists of bottle and can collection. See Scope of Work for a detailed description.

1.1.1 Program Background

The University of Florida Recycling and Solid Waste Management Department (UF RSWM) provides collection services for waste, recyclables, and compostable materials to a variety of internal and external customers. In 2018, UF RSWM managed a total of 16,385 tons of material. UF has a dual-stream recycling program, which is consistent with the City of Gainesville and Alachua County's recycling programs.

The following Scope of Services provides additional details on each of the contracted services that are a part of this solicitation. In each case, the Scope of Services indicates the specific processing or disposal facilities to be utilized by the successful vendor depending on the material stream and type of collection service provided. It is important to note that all disposal and processing charges are either billed directly to UF RSWM by the facility or will be billed to UF RSWM by the successful vendor as a direct pass through. Therefore, the pricing submitted by respondents to this solicitation should not include recovery of any disposal or processing costs.¹

Additionally, please note that all services performed by the contracted vendor will be billed to UF RSWM.

Finally, it is important to note that this solicitation is specifically for services provided to UF RSWM and its customers. University Athletic Association (UAA) and UF Health are separate entities. They may or may not choose to utilize the agreement resulting from this solicitation as the basis for their own agreement with the successful vendor to provide services to their facilities.

UF RSWM internal customers (located across Gainesville) include:

- All Education and General (E&G) buildings located on the University's main campus
- UF Housing and Residence Education (all locations)
- Institute of Food and Agricultural Sciences (all main campus locations and some off-campus locations)
- UF East Campus (NE Waldo Rd)
- Various off-campus locations, including:
 - Human Resources Building (W University Ave)
 - Innovation Hub (SW 2nd Ave)
 - 105 Classroom Building (NW 16th St)
 - Institute of Black Culture (W University Ave)
 - Institute of Hispanic-Latino Cultures (W University Ave)
 - Emerson Alumni Hall (W University Ave)
 - PK Yonge Developmental Research School (SW 11th St)
 - WARPhaus (SW 4th Ave)

¹ Section 1.2.10 - Woody Waste Loading and Hauling is the one exception to this rule. In that specific instance, the proposer should indicate both the cost per ton for loading and hauling, as well as the cost per ton for processing.

- WUFT Transmitter Building (NW 53rd Ave)
- WRUF Transmitter Building (SW 8th Ave)
- Coastal Engineering Lab (SW 6th St)
- TREEO Center (SW 63rd Blvd)
- Auxiliary Library Facility (NE 39th Ave)
- Interim Library Facilities (NE 49th Ave)

UF RSWM external customers (located on UF campus in Gainesville) include:

- Aramark (contracted food service vendor for campus dining facilities)
- UF Cogeneration Plant/Duke Energy
- On-campus fraternities and sororities
- Cooperative Living Organization
- UF Health Shands (facilities located on UF main campus only)
- University Athletic Association (limited event related services only)

UF RSWM provides the following collection services using UF RSWM's collection staff and equipment:

- Front-load (dumpster) collection of:
 - Municipal Solid Waste (MSW)
 - Cardboard
 - Bottles and cans
 - Compostable materials
 - Woody waste
- Cart-based collection of:
 - Office paper – 95-gallon carts
 - Bottles and cans – 95-gallon carts
 - Food waste – 65-gallon carts
 - Paper towels – 95-gallon carts
- Bulky item collection
- Various other collection services for specialized materials

UF RSWM also contracts out certain elements of its waste and recycling collection operations for internal and external customers. The contracted elements include:

- Compactor services
- Roll-off services
- Front-load services for certain off-campus sites
- Hauling of cardboard bales
- MSW cart collection from Dasburg House
- Compactor cleaning
- Compactor painting
- Compactor/baler repairs and maintenance
- Woody waste loading and hauling
- Indoor office paper collection
- Bottle and can collection from certain sites

1.2 Scope of Work

RESPONDENTS TO LOT 1 MUST RESPOND TO EACH ITEM (1.2.1-1.2.9)

LOT 1

1.2.1 Compactor Services

UF RSWM owns 21 compactors that are utilized for waste and recycling collection throughout the University's main campus. The successful vendor will be responsible for all compactor

pulls/replacements. Some compactors have assigned collection schedules, while others are serviced on an on-call basis. Requests for service are typically made by UF RSWM staff but may on occasion be requested by the vendor's contract manager, with timely notice provided to UF RSWM staff. (The role of the vendor's contract manager is discussed in more detail in Section 1.2.9.)

The following processing and disposal facilities must be utilized for all compactor pulls:

- MSW - Alachua County Transfer Station at Leveda Brown Environmental Park, 5115 NE 63rd Avenue, Gainesville, FL 32608
- Cardboard - Alachua County Material Recovery Facility at Leveda Brown Environmental Park, 5115 NE 63rd Avenue, Gainesville, FL 32608
- Office paper – Recycling Services of America, 2874 NE 1st Terrace, Gainesville, FL 32609

Table 1 provides detailed information on the compactor locations, material streams, and total number of pulls during 2018.

Table 1: List of Compactor Locations, Material Streams, and Total Pulls (2018)

Location	Material Stream	Number of Pulls (2018)
Health Science Center – UF Health Shands	Paper / Cardboard	154
Health Science Center – UF Health Shands #1	MSW	213
Health Science Center – UF Health Shands #2	MSW	169
UF Health Shands Kitchen	MSW	104
UF Health Shands Medical Plaza	MSW	104
McKnight Brain Institute	MSW	26
Bio Medical Sciences Building	MSW	52
Harrell Medical Education Building	MSW	13
Health Science Center Admin Services	MSW	26
Cancer & Genetics Research Complex	Paper / Cardboard	12
Cancer & Genetics Research Complex	MSW	13
Veterinary Clinical Sciences	MSW	27
J. Wayne Reitz Union - Bookstore	MSW	52
J. Wayne Reitz Union - Bookstore	Paper / Cardboard	52
Music Building	MSW	12
Rae O. Weimer Hall	MSW	11
Stephen C. O'Connell Center	MSW	22
Florida Gymnasium	MSW	28
David Stuzin Hall	MSW	26
Joseph Hernandez Hall	MSW	8
Facilities Services Central Stores	Paper / Cardboard	15

1.2.2 Roll-off Services

UF RSWM provides a variety of permanent and temporary roll-off services to its customers through the contracted vendor. The following sections provide details of these services. In all cases, the successful vendor will be responsible for all roll-off pulls/replacements and will be responsible for providing all roll-off containers unless specifically noted otherwise.

All roll-offs are serviced on an on-call basis. Requests for service are made by UF RSWM staff or the vendor's contract manager, with timely notice provided to UF RSWM staff. (The role of the vendor's contract manager is discussed in more detail in Section 1.2.9.)

a. Permanent Roll-offs

- MSW, Bottles and Cans, and C&D
The successful vendor will provide a variety of permanent, open top roll-off containers in varying sizes for collection of MSW, bottles and cans, and construction and demolition (C&D) debris. Table 2 provides detailed information regarding the number of permanent, open-top roll-offs required by size, as well as the total number of pulls for each permanent roll-off in 2018.

Table 2: Permanent Roll-offs by Location, Material Stream and Size, and Total Pulls (2018)

Location	Material Stream	Size (CY)	Number of Pulls (2018)
UF Health Shands Medical Plaza	MSW	10	28
J. Wayne Reitz Union - Bookstore	MSW	10	12
Fine Arts C	MSW	10	25
Health Science Center – UF Health Shands	MSW	20	292
Facilities Services Bullpen RO #1	Bottles & Cans	20	40
Facilities Services Bullpen RO #3	MSW	20	24
Housing - Tanglewood Village	MSW	20	12
IFAS Compound RO #1	MSW	20	13
IFAS Compound RO #2	C&D	20	13
Interfraternity Council	MSW	20	18
Facilities Services Recycle Yard RO #1	MSW	30	55
Facilities Services Recycle Yard RO #2	C&D	30	78
Facilities Services Recycle Yard RO #3	C&D	30	29
Facilities Services Bullpen RO #2	Bottles & Cans	30	40
Housing - Furniture Shop	C&D	30	29

The following processing and disposal facilities must be utilized for all permanent roll-off pulls:

- MSW - Alachua County Transfer Station at Leveda Brown Environmental Park, 5115 NE 63rd Avenue, Gainesville, FL 32608
- Bottles and cans - Alachua County Material Recovery Facility at Leveda Brown Environmental Park, 5115 NE 63rd Avenue, Gainesville, FL 32608
- C&D – Watson C&D, 12890 NE State Road 24, Archer, FL 32618

b. Special Waste

The successful vendor will provide permanent roll-off services for several on campus locations that generate special wastes. These include:

- Animal bedding from the College of Veterinary Medicine
 - Vendor to provide two 40-yard open-top roll-offs
 - Material must be delivered to Andrews Nursery, 9850 NW 42nd Court, Chiefland, FL 32626
 - 55 pulls in 2018
 - Vendor to provide one 20-yard open-top roll-off

- Material must be delivered to New River Regional Landfill, 24276 NE 157th St, Raiford, FL 32083
- 11 pulls in 2018
- Cage litter from College of Medicine facilities
 - Vendor to provide pull/replacement service only for two university-owned 17-yard enclosed roll-offs
 - Located at Cancer Genetics Research Complex and Biomedical Sciences Building
 - Material must be delivered to New River Regional Landfill, 24276 NE 157th St, Raiford, FL 32083
 - 52 pulls each in 2018

c. Temporary Roll-offs

- Housing Move-In and Move-Out
 The successful vendor will provide temporary, open top roll-off containers for collection of MSW and cardboard during the UF on-campus housing move-in period (typically in mid-August) and move-out period (typically in early May). Table 3 provides information regarding the number of temporary, open-top roll-offs required during the housing move-in and move-out periods, as well as the total number of pulls required during the most recent housing move-in and move-out events combined.

Table 3: Temporary Roll-offs by Location and Size, and Total Number of Pulls for Most Recent Move-In and Move-Out Events Combined

Location	Size (CY)	Number of Roll-offs	Number of Pulls
UF Housing Areas	20	19	48
Fraternity Housing Areas	20	8	48

- Home Football Games
 The successful vendor will provide between one and three open top roll-offs of varying sizes for collection of cardboard and bottles and cans during each home football game. The roll-offs will be placed on the Friday before each home game. Cardboard roll-offs will be removed on the Monday following each home game, while bottle and can roll-offs will be removed on the Tuesday following each home game.

The exact location and need for roll-offs will be communicated in advance. Typically, one to two roll-offs for bottles and cans will be placed near the UF Observatory and one roll-off for cardboard at Flavet Field.

- Special Projects
 UF RSWM receives periodic requests from our customers for placement of roll-offs for special projects. These roll-offs may be needed for a variety of time periods and material streams. The sizes requested may be 20, 30, or 40 cubic yards depending on the project. In 2018, there were a total of 50 pulls of temporary roll-offs for special projects.

The following processing and disposal facilities must be utilized for all temporary roll-off pulls:

- MSW - Alachua County Transfer Station at Leveda Brown Environmental Park, 5115 NE 63rd Avenue, Gainesville, FL 32608
- Cardboard - Alachua County Material Recovery Facility at Leveda Brown Environmental Park, 5115 NE 63rd Avenue, Gainesville, FL 32608

- Bottles and cans - Alachua County Material Recovery Facility at Leveda Brown Environmental Park, 5115 NE 63rd Avenue, Gainesville, FL 32608
- C&D – Watson C&D, 12890 NE State Road 24, Archer, FL 32618

1.2.3 Front-load Services

UF RSWM contracts out certain off-campus front-load collections of MSW and cardboard. The successful vendor will provide both the dumpsters and collection services associated with these locations. All off-campus locations are located within Alachua County.

Table 4 provides a list of all locations as well as the dumpster size, and collection frequency required.

Table 4: Front-Load Service Locations, Material Stream, Number, Container Size, and Collection Frequency

Location	Building Number	Material Stream	Number	Size (CY)	Collection Frequency
Biotechnology	1040	MSW	1	6	1 x week
Sid Martin Biotechnology	1041	MSW	1	6	3 x week
Sid Martin Biotechnology	1041	Cardboard	1	8	1 x week
Santa Fe River Ranch Beef	1308	MSW	1	4	1 x week
Dairy Research Unit	0186	MSW	2	8	1 x week
Agronomy Field Office	1339	MSW	1	2	1 x week
Beef Research Unit	0196	MSW	1	4	1 x week
Fisheries & Aquatic Sciences	0479	MSW	1	8	1 x week
Fisheries & Aquatic Sciences	1232	MSW	2	8	1 x week
Fisheries & Aquatic Sciences	1232	Cardboard	1	6	1 x week
Fisheries & Aquatic Sciences	1099	MSW	1	4	1 x week
Austin Cary Forest	0138	MSW	1	4	1 x week
Austin Cary Forest	0436	MSW	1	6	1 x week
University Press of Florida	3312	MSW	1	6	1 x week
University Press of Florida	3312	Cardboard	1	4	Every other week
Family Practice Med Group	3467	MSW	1	8	2 x week
Lake Wauburg – North	0145	MSW	2	6	1 x week
Lake Wauburg – South	0314	MSW	1	6	1 x week

The following processing and disposal facilities must be utilized for all front-load services:

- MSW - Alachua County Transfer Station at Leveda Brown Environmental Park, 5115 NE 63rd Avenue, Gainesville, FL 32608
- Cardboard - Alachua County Material Recovery Facility at Leveda Brown Environmental Park, 5115 NE 63rd Avenue, Gainesville, FL 32608

1.2.4 Hauling of Cardboard Bales

UF RSWM maintains a centralized location at 1026 Magnolia Drive where cardboard collected from campus is baled and stored. The successful vendor will provide periodic pick-up and transport of the cardboard bales to the Alachua County Material Recovery Facility (MRF) at Leveda Brown Environmental Park, 5115 NE 63rd Avenue, Gainesville,

FL 32608. In 2018, 312 bales were collected and transported to the MRF. This service can be provided as a scheduled, weekly collection or be performed on an on-call basis.

1.2.5 MSW Cart Collection from Dasburg House

The successful vendor will provide weekly collection service for one 95-gallon MSW cart from Dasburg House, the official residence of the president of the University of Florida. The home is located on campus at 450 Village Drive, Gainesville, FL 32611. Collection service must be provided on an agreed upon weekly schedule with a collection window of no more than three hours in length (e.g. Wednesdays between 11:00 am and 2:00 pm). MSW collected from Dasburg House must be disposed of at the Alachua County Transfer Station at Leveda Brown Environmental Park, 5115 NE 63rd Avenue, Gainesville, FL 32608.

1.2.6 Compactor Cleaning

The successful vendor will be responsible for periodic cleaning of all UF RSWM compactors. Cleaning will be classified as either Level 1 or Level 2 cleaning. Level 1 cleaning includes power washing the interior and exterior of the compactor. Level 2 cleaning includes the Level 1 services plus cleaning behind the mechanical blade.

As detailed in Table 5, each of our 21 compactors have been assigned a Level 1 cleaning frequency based on their individual usage. Level 1 cleaning frequencies are either monthly, every 6 months, or annually. The successful vendor will be responsible for performing Level 1 cleanings of all compactors based on the frequencies provided.

The successful vendor will perform Level 2 cleanings only on an as needed basis upon special request from UF RSWM staff.

Table 5: Level 1 Cleaning Frequency for Compactors

Location	Cleaning Frequency
Health Science Center – UF Health Shands	Annual
Health Science Center - UF Health Shands #1	Monthly
Health Science Center - UF Health Shands #2	Monthly
UF Health Shands Kitchen	Monthly
UF Health Shands Medical Plaza	Bi-Annual
McKnight Brain Institute	Bi-Annual
Bio Medical Sciences Building	Bi-Annual
Harrell Medical Education Building	Bi-Annual
Health Science Center Admin Services	Bi-Annual
Cancer & Genetics Research Complex	Annual
Cancer & Genetics Research Complex	Bi-Annual
Veterinary Clinical Sciences	Bi-Annual
J. Wayne Reitz Union - Bookstore	Monthly
J. Wayne Reitz Union - Bookstore	Bi-Annual
Music Building	Bi-Annual
Rae O. Weimer Hall	Bi-Annual
Stephen C. O'Connell Center	Bi-Annual
Florida Gymnasium	Bi-Annual
David Stuzin Hall	Monthly

Joseph Hernandez Hall	Bi-Annual
Facilities Services Central Stores	Annual

1.2.7 Compactor Painting

UF RSWM staff may periodically request painting of selected compactors, as needed. UF Facilities Services will provide the paint. The successful vendor's responsibilities will include:

- a. Pulling the compactor
- b. Hauling it to the vendor's site
- c. Performing thorough cleaning of the compactor
- d. Preparing the surface for paint
- e. Painting the compactor; and
- f. Returning the compactor to the desired location on campus

1.2.8 Compactor/Baler Repairs and Maintenance

At the discretion of UF RSWM staff, the successful vendor may be asked to perform the following repair and maintenance activities on UF-owned compactors and balers:

- a. Annual compactor preventative maintenance
 - This will include greasing each compactor and conducting a detailed assessment of each compactor's maintenance needs. The assessment for each compactor should be written up with an itemized price quote attached for performing the recommended maintenance on each unit. The individual recommendations will be presented to UF RSWM staff for review.
 - After review of the recommendations, UF RSWM staff will provide direction and authorization regarding which of the recommended repair and maintenance items to complete.
 - The assessment process is typically conducted during each Spring, so that the agreed upon repairs and maintenance for each unit can be performed during the Summer months.
- b. Compactor/baler repairs
 - When compactor and baler performance issues are identified from time to time, UF RSWM staff may request that the successful vendor assess the equipment and provide a quote for the needed repairs.
 - UF RSWM staff will then review the quote and determine if there is a need to obtain additional quotes from other vendors.
 - If requested, the successful vendor will perform the repair work as quoted.

Unlike the prior components of this scope of work, the work outlined in this section (Section 1.2.8) is not guaranteed to be awarded solely to the successful vendor. UF RSWM staff may request competitive quotes for these services from both the successful vendor and alternative vendors and elect to utilize the one that is deemed most responsive and/or cost effective.

1.2.9 Contract Management

The successful vendor will provide a dedicated contract manager for the life of the agreement. UF RSWM will provide input into the selection of the contract manager.

The contract manager will:

- a. Serve as the primary point of contact for all daily operations, scheduling, and coordination of services

- b. Consistently monitor all the successful vendor's operations on campus
- c. Monitor all on-call roll-off containers
- d. Provide the following reports on a timely basis:
 - Detailed invoices for all charges by the 5th of each month
 - Invoice Summary Report by service type and site by the 5th of each month (see Attachment C for sample report structure)
 - Disposal summary report by service type and material by the 15th of each month (see Attachment D for sample report structure)
- e. Provide additional reports/information as requested by UF RSWM staff
- f. Attend monthly operations meetings with UF RSWM staff.
- g. The costs associated with contract management should be covered by the prices quoted for the various services included in this scope of services.

RESPONDENTS MAY RESPOND TO ANY OR ALL THE FOLLOWING LOTS (2-4) INDIVIDUALLY.

LOT 2

1.2.10 Woody Waste Loading and Hauling

The successful vendor will provide on-call roll-off services for woody waste generated by UF Facilities Services operations. This includes providing roll-offs, grappling services to load the roll-offs, hauling, and processing. Pulls will occur on an as needed basis as communicated to the vendor by UF RSWM staff. All woody waste will be collected from inside the UF Facilities Services compound at 902 Magnolia Drive and processed at an appropriately permitted facility.

In 2018, there were a total of 183 woody waste roll-off pulls with a total of 1,272 tons of material.

LOT 3

1.2.11 Indoor office paper collection

The successful vendor will provide weekly collection service to 642 indoor office paper bins. These 45-gallon, stationary bins are located across 182 buildings. The contents of these bins must always be treated as confidential and secure. Five hundred and sixty-three (563) of the bins are located on the University's main campus and seventy-nine (79) are in various off-campus locations in Gainesville, FL. All paper bins are provided by UF RSWM. However, it is a requirement that the successful vendor provide a barcoding and scanning system to record all collections in real time. The successful vendor will be responsible for providing all barcodes, scanning equipment, and software required to make the tracking system function properly.

The following data will be required to be recorded in real time as the bins are serviced:

- a. Date
- b. Time
- c. Building name and number
- d. More detailed location description (location within or outside building)
- e. Barcode number
- f. Fullness level (empty, ¼ full, ½ full, ¾ full, full, over full)
- g. Notes (field to record optional data as needed, such as contamination, bin needs repair, replace barcode, etc.)

Charges may only be applied for servicing the bins if they are scanned and the requested data is recorded. The vendor must provide UF RSWM staff with access to the detailed reporting on all collections.

It is also a requirement that the total weight of the office paper collected from these bins be reported to UF RSWM on a monthly basis. This means it cannot be mixed with recyclables from other customers during the collection process. The vendor will retain copies of these monthly reports throughout the life of the contract.

UF RSWM would also like the ability to reduce the frequency of collection for certain locations on a temporary or permanent basis if warranted due to seasonal factors (Summer Break, Winter Break, etc.) or a consistent pattern of limited use.

The following processing facility must be utilized for all materials collected from the specified indoor office paper bins/carts:

- Recycling Services of America, 2874 NE 1st Terrace, Gainesville, FL 32609

LOT 4

1.2.12 Bottle and Can Collection

The successful vendor will provide weekly collection service to 238 95-gallon carts used for bottle and can recycling. Two hundred and thirty-two (232) of the carts are located on the University's main campus or within 5 miles of the main campus (Sorority Row, PK Yonge Developmental Research School, Tanglewood Village, UF East Campus). Six (6) of the carts are located in various off-campus locations within Alachua County, FL. All carts are provided by UF RSWM. However, it is a requirement that the successful vendor provide a barcoding and scanning system to record all collections in real time. The successful vendor will be responsible for providing all barcodes, scanning equipment, and software required to make the tracking system function properly.

The following data will be required to be recorded in real time as the carts are serviced:

- a. Date
- b. Time
- c. Building name and number
- d. More detailed location description (location within or outside building)
- e. Barcode number
- f. Fullness level (empty, $\frac{1}{4}$ full, $\frac{1}{2}$ full, $\frac{3}{4}$ full, full, over full)
- g. Notes (field to record optional data as needed, such as contamination, cart needs repair, replace barcode, etc.)

Charges may only be applied for servicing the carts if they are scanned and the requested data is recorded. The vendor must provide UF RSWM staff with access to the detailed reporting on all collections.

It is also a requirement that the total weight of the bottles and cans collected from these carts be reported on a monthly basis. This means they cannot be mixed with recyclables from other customers during the collection process.² The vendor will retain copies of these monthly reports throughout the life of the contract.

The following processing facility must be utilized for all materials collected from the specified bottle and can carts:

- Alachua County Material Recovery Facility at Leveda Brown Environmental Park, 5115 NE 63rd Avenue, Gainesville, FL 32608

1.3 Term of Agreement

² The six (6) outlying locations are an exception to this reporting rule. They are not required to be kept separate from materials collected from other customers and the weights are not required to be reported.

The term of this Agreement will be for an initial period of five (5) years, 7/1/2020 to 6/30/2025, with an option to renew based on satisfactory performance and the written approval of both parties for up to two (2) additional five (5) 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 all Departments at the University of Florida. With the consent and agreement of the Successful Vendor, the other state universities, community colleges, district school boards, other educational institutions, and other governmental agencies, may assess and access an Agreement resulting from this solicitation issued and administered by the University of Florida.

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

1.5 University Demographics

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

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

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

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

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

For any additional information about the University of Florida, please visit the University's web page at: www.ufl.edu.

2.0 EVALUATION PROCESS AND METHOD OF AWARD

2.1 Method of Award

The evaluation of each response to this ITN will be based on its overall competence, compliance, format, and organization. The Award shall be made to the responsive and responsible vendor whose

proposal is determined to be the most advantageous to the University of Florida, taking into consideration the 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/>

Evaluation Criteria

Vendor proposals for Lots 1, 2, 3 and 4 will be evaluated based upon how well each Vendor's plans meet the University's needs. Each lot may be awarded individually or grouped together according to the University's needs. Specific consideration will be given to the following criteria in no particular order or weighting:

- Qualifications and experience
- Resources
- Financial capability
- Customer references
- Staffing and staff experience
- Cost proposal
- Reporting/auditing processes
- "Value Add" Services
- Compliance/Agreement with UF Terms and Conditions

2.2 Selection, Negotiation, Additional Information

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

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

2.3 Pre-Award Presentations

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

2.4 Pre-Award Negotiations

The University reserves the right to negotiate prior to award with vendors for the 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 regarding 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 in the best interests of the University. However, the University may terminate this ITN process at any time up to notice of award, without prior notice, and without liability of any kind or amount. Further, the University reserves the right to commence one or more subsequent ITN processes seeking the same or similar products or services covered hereunder. In the event of cancellation or termination, the University reserves the right to award the contract to another Offeror, cancel in its entirety, or to request new proposals, whichever is in the best interest of University of Florida.

2.7 Effective Period of Proposals

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

2.8 Proposal Acceptance/Rejection

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

2.9 Errors and Omissions in Vendors Proposals

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

2.10 Determination of and Information Concerning Vendor's Qualifications

The University reserves the right to determine whether a vendor has the ability, capacity, and resources necessary to perform in full any contract resulting from this ITN. The University may request from vendors information it deems necessary to evaluate such vendors' qualifications and capacities to deliver the products and/or services sought hereunder. The University may reject any

vendor's proposal for which such information has been requested but which the vendor has not provided. Such information may include but is not limited to:

- Financial resources
- Personnel resources
- Physical resources
- 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 Counteroffers, Stipulations and Other Exceptions

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

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

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

2.14 Public Record

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

3.0 SCHEDULE OF EVENTS

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

12/10/19	Issuance of ITN
1/9/20 at 10:00 AM	Mandatory Pre-proposal Conference
1/21/20 at 5:00 PM	Technical Questions/Inquiries Due
1/27/20	Responses to Inquiries sent out
2/18/20 at 3:00 PM	ITN Closes/Opening of Proposals

3.1 Mandatory Pre-Proposal Conference

A mandatory pre-proposal conference will be held for vendors who intend to respond to this ITN.

Date & Time: 1/9/20 at 10:00 AM

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

The purpose of the conference is to provide for questions and answers regarding terms, conditions, or specifications of the ITN. Answers to any questions that might arise will be in the form of Addenda to the Invitation to Negotiate prior to the proposal opening. All such revisions must be acknowledged by signature and returned with the proposal.

The Procurement Staff may choose to call for additional pre-proposal conference(s) if, in the sole judgment of the Procurement Staff, there is a need for such conference(s) in order to promote competition.

3.2 Pre-Proposal Site Visit

A pre-proposal site visit may be held for vendors who intend to respond to this ITN. The purpose of the site visit is to acquaint the vendors with the conditions under which the work must be performed. The University will not be responsible for additional compensation if the vendor does not acquaint themselves with all the available conditions and information nor shall it relieve the vendor from any responsibility for properly performing the work.

3.3 Special Accommodations

If special accommodations are needed in order to attend a pre-proposal meeting or a proposal opening, contact 352-392-1335 or email at procurement@ufl.edu three (3) business days prior to pre-proposal meeting or proposal opening.

4.0 PROPOSAL RESPONSE AND PREPARATION INSTRUCTIONS

Proposals must be delivered sealed to:

University of Florida
Procurement Services
971 Elmore Drive

Gainesville, FL 32611-5250

on or prior to **2/18/20 at 3:00 PM**

ITN#: ITN20KO-132

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). 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 five (5) 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: Certification of Proposal.** Completed and signed Certification of Proposal form and signed copies of any addenda issued.
 - **Tab 2: Statement of Organization.** Completed Attachment B (Proposer's Statement of Organization). Proposers may supply any additional information that will assist the University in understanding the vendor's organization. Each Proposer must also include a certificate or other appropriate documentation demonstrating that: (a) the Proposer is authorized or approved to conduct business in the State of Florida; and (b) if the Proposer is a corporation or limited liability corporation, the corporation is in good standing. Also include a certificate or other documentation confirming that the person signing the University's forms is duly authorized to bind the Proposer to the terms in its proposal.
 - **Tab 3: Executive Summary.** An executive summary of the vendor's proposal, including brief descriptions of the company's expertise performing services of similar size and scope as described in the ITN, and how the vendor plans to address the University's requirements. Include a description of proposed processes, resources to be used, and sample reports (as described in Section 1.2.9 Contract Management).
 - **Tab 4: Staffing.** Contact name(s) and title(s) of the individual(s) responsible for the company's proposal and negotiation during this ITN process. An organizational chart beginning with the professional and management level staff that will be used to provide services to the University through CEO of your company, including a resume for each

- team member listed. If the Proposer intends to utilize subcontractors for any element of the services to be provided, please provide: (a) the name and address of each subcontractor; (b) the name and telephone number of the subcontractor's contact person; and (c) a description of the work that will be performed by each subcontractor.
- **Tab 5: Experience.** A listing and description of company projects/customers similar in size and scope to the services described in the ITN, both current and past customers. This list must include the name, address, telephone, and email address of the client contract administrator. If applicable, please list examples of services rendered in the State of Florida, particularly within institutions of higher learning.
 - **Tab 6: Financial.** Provide a copy of the company's latest audited financial statement. If the company does not have an audited financial statement, it may substitute non-audited financial statements and completed federal tax returns for the last two (2) years. In all cases, Proposers must provide a balance sheet, an income statement, and a statement of cash flow, or other documents demonstrating that they have the financial resources necessary to provide the services requested by the University. In addition, the Proposer must identify any pending or threatened bankruptcy proceedings involving the company, its parent, or an affiliate.
 - **Tab 7: Cost Proposal.** Complete Attachment A (Price Page). Also, describe any financial considerations and flexibility of the vendor (creative pricing - e.g. multi-year contract discount, process improvements, incentives for early payment, etc.)
 - **Tab 8: Value Added.** Describe any "value add" services in addition to the services described in this ITN through creative process improvements, small business & diversity programs, "green" initiatives, and/or other programs.
 - **Tab 9: Exceptions.** Provide an itemized list of concerns with UF terms and conditions and, where appropriate, suggest preferred alternate language.

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 five (5) 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:

- ITN#: ITN20KO-132
- Opening date and time: 2/18/20 at 3:00 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 Procurement staff in charge of managing this ITN's process. In no case shall verbal communication override written communication.

4.2.5 Questions, Communications and Inquires between the University and Vendors

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

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

Attn: Karen Olitsky
Telephone No: 352/294-1163
Facsimile No: 352/392-8837
E-mail Address: kolitsk@ufl.edu

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

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

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

- Questions concerning this ITN must be submitted in writing and be received prior to 1/21/20 at 5:00 PM.
- 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 1/21/20 at 5:00 PM.
- Inquiries about technical interpretations must be submitted in writing and be received prior to 1/21/20 at 5:00 PM.
- Inquiries for clarifications/information that will not require addenda may be submitted verbally to the Procurement Staff named above at any time during this process.
- Verbal and/or written presentations and pre-award proposals under this ITN.
- Addenda to this ITN.

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

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

The University will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within five (5) University business days or as noted in the Schedule of Events. If the schedule changes, the change will be communicated.

All addenda will be posted to our web site only:

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

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

The University may not respond to any questions/requests for clarification that require addenda, if received by the University after 1/21/20 at 5:00 PM.

4.2.7 Pricing Proposal

Vendors shall indicate pricing 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, 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 when such offerings are not on an all-or-none basis. The University prohibits the changing of pricing proposals after the ITN closing date and time. Unless otherwise specifically proposed by the vendor, the University reserves the right to hold such pricing proposal as effective for the entire intended contract term. The University may prescribe the manner and method by which pricing shall be communicated in the vendor's proposal. The University may reject any proposal in which the pricing does not conform to such prescribed manner and method.

4.2.8 Revisions to the ITN

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

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

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

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

4.2.9 Attention to Terms and Conditions

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

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 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.

4.2.16 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.

4.2.17 University's Right to Use Vendor's Ideas/Proprietary Information

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

Selection or rejection of the proposal shall not affect the University's right of use. Provided, however, that the University will, in good faith, honor any vendor information that is clearly designated and conspicuously labeled as proprietary when the University concurs that the

information is proprietary, and that trade secrets or other proprietary data contained in the proposal documents shall be maintained as confidential in accordance with procedures promulgated by the Procurement Staff and subject to limitations in Florida or Federal law. Pricing information cannot be considered proprietary. The University shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know or could not have reasonably known that such information was proprietary.

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

5.0 DEFINITIONS

5.1 Agreement/Contract

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

5.2 Customer

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

5.3 May, Should

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

5.4 Must, Shall, Will

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

5.5 Proposal

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

5.6 Proprietary Information

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

5.7 Provider

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

5.8 Invitation to Negotiate (ITN)

A competitive negotiation process. It is not to be confused with an Invitation to Bid (ITB), in which goods or services are precisely specified and price is substantially the only competitive factor. This

ITN provides the University the flexibility to negotiate to arrive at a mutually agreeable relationship. Price will be considered but will not be the only factor of evaluation.

5.9 Respondent

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

5.10 Response

Same as Proposal

5.11 Successful Vendor

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

5.12 Supplement Agreement

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

5.13 Supplier

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

5.14 University of Florida, UF or University

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

5.15 Vendor

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

5.16 Vendor's Proposal

Same as Proposal

5.17 Vendor's Response

Same as Proposal

6.0 AGREEMENT TERMS AND CONDITIONS

The following are the Terms and Conditions that will become part of any Agreement consummated between the University and the Successful Vendor. UF prefers not to negotiate or alter these Terms and Conditions. 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 Monthly Disposal Summary Report. See Attachment D for a sample report.

All reporting will be in Electronic Format and provided monthly to UF RSWM.

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

6.11 Liens

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

6.12 Modifications

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

6.13 Non-Discrimination

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

6.14 Ownership of Documents

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

6.15 Sales and Use Tax

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

6.16 Sexual Harassment

Federal law and the policies of the University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees, or a hostile or an offensive academic environment for University students. University vendors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. The employer of any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to be removed from the project site and from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

6.17 Small Business Program

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

http://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/get_certified

Vendor shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses. For questions about the University's Small

Business Program contact Director of Small Business and Vendor Diversity, 352-392-0380, <https://sbvdr.admin.ufl.edu/>

6.18 Tobacco Free Campus Policy

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

6.19 Sustainability Preferences

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

6.20 Assignment-Delegation

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

6.21 Assignment of Anti-Trust Overcharge Claims

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

6.22 Date for Reckoning Prompt-Payment Discount

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

6.23 Force Majeure

In the event compliance with any obligation under this Agreement is impractical or impossible due to any Event of Force Majeure, then the time for performance of such obligation shall be extended for a period equivalent to the duration of the Event of Force Majeure. The provisions of this section shall not operate to excuse either party's inability to perform its obligations hereunder because of inadequate finances. "Event of Force Majeure:" means any strike, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the party in question.

6.24 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.

6.25 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.

6.26 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.

6.27 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.

6.28 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.

6.29 No Replacement of Defective Tender

Every tender of goods must fully comply with all provisions of the Agreement as to time of delivery, quantity, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Successful Vendor shall not have the right to substitute a conforming tender.

6.30 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.

6.31 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>
Physical Plant	Assoc. Dir. Physical Plant	(352) 392-7793
Health Center	Asst. Dir. Health Ctr Physical Plant	(352) 392-4417
Housing	Housing Maintenance Superintendent	(352) 392-2161
Reitz Union	Maintenance Superintendent	(352) 392-1614
IFAS	Engineer	(352) 392-6488

6.32 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: <https://parking.ufl.edu/decals/contractors-vendors/>

6.33 Payment Terms

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

6.34 Price Adjustment

Prices shall be firm for the initial five (5) year contract term. UF requests that there are no cost increases during the initial contract term. Thereafter, any extensions which may be approved by the University shall be subject to the following: 1) Prices for any extension terms shall be subject to adjustment only if increases or decreases occur in the industry; and 2) Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and under no circumstances will exceed three percent (3%).

The yearly increase or decrease in the CPI shall be the latest index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Price change requests shall be in writing, submitted at least ninety (90) 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. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

6.35 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.

6.36 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).

6.37 Public Records

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

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT
Phone: (352) 846-3903
Email: PR-Request@ufl.edu
Mail: PO Box 113156, Gainesville, FL 32611-3156

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

6.38 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.

6.39 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.

6.40 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.

6.41 Termination

6.41.1 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.

6.41.2 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.

6.41.3 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.

6.41.4 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.

6.41.5 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.

6.41.6 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.

6.41.7 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.

6.41.8 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.

6.42 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. Please include your Tax Identification number. All invoices for payment should be submitted to the University of Florida via:

Email:

UFL.invoices@edmgroun.com

Or by Fax:

1-570-496-5411

Or by Mail:
University of Florida
Attn: Accounts Payable
PO Box 3357
Scranton, PA 18505

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 # ITN20KO-132 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 of 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: _____

Email: _____

_____ Date: _____

Signature of Authorized Officer

_____ Email: _____

Printed Name

ITN#: ITN20KO-132

Closing Date: 2/18/20

Closing Time: 3:00 PM