



FOR THE BENEFIT OF



**Invitation to Negotiate for
Advancement Technology Partners**

**LICENSE AGREEMENT, IMPLEMENTATION
SERVICES, AND INTEGRATION SERVICES**

Advancement CRM, Integrations, & Partner Solutions

Please mark all proposal submission envelopes with the
following information:

ITN21NH-100

Opening 5 / 7 / 2020 3:00PM EST

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1.0 STATEMENT AND SCOPE OF WORK

1.1 Summary

For the benefit of the University of Florida Foundation, the University of Florida is seeking proposals from technology partners that will meet the requirements of Advancement Engine Next, replacing the current donor database of record, Ellucian Advance and reimagining the way the Foundation serves its donors, staff and the Gator Nation. The Foundation will review proposals from vendors that provide services in the areas of constituent relationship management (CRM), integrations, communities and portals, online giving, events, digital marketing, data catalog, and implementation partners; as defined in the Lots outlined and defined in the Scope of Work.

1.2 Scope of Work

1.2.1 Overview

The mission of the University of Florida Foundation is to be a catalyst for advancing the University through private support. To this end, the Foundation has launched Advancement Engine Next, an initiative to replace the current donor database of record, Ellucian Advance, and reimagine the way the Foundation serves its donors, staff and the Gator Nation.

The vision of Advancement Engine Next is to inspire philanthropic support and constituent engagement by providing a unified, personalized and intentional experience for UF's alumni, donors, volunteers, staff and university partners. This solution requires a fully integrated and secure technology ecosystem that delivers:

- accurate, reliable and real-time information
- an intuitive, customizable, and responsive user-experience
- and flexible, configurable, and dynamic tools

All responses to this ITN should be informed by this vision.

The requirements detailed in this ITN have been prioritized according to the degree to which the requirement:

- addresses leadership priorities
- supports compliance standards
- impacts fundraising performance
- drives operational efficiency
- improves the constituent experience
- enhances data quality

In preparation for Advancement Engine Next, the Foundation has put in place a comprehensive and cross-functional data management infrastructure to execute priority projects, improve data quality pre-conversion, and facilitate consistent documentation of business practices, data rules, and procedures.

The execution of the work is organized across six core implementation teams:

- Gift Processing
- Data Integrity
- Prospect Management
- Reporting & Analytics
- Data Process & Structure
- Data Sharing & Application

This internal framework facilitates escalation and will drive the implementation of Advancement Engine Next.

The University of Florida Foundation seeks a strategic partner(s) that matches the organization's ambitions and institutional culture. Partners must deliver superior products and services with commitments to excellence, due diligence, and innovation that mirror the Foundation's.

In the following sections, please find a summary of the Lots, which includes a definition of the Lot, a description of the current state and pain points; the vision for the future; and the categories of functionality required to fulfill the vision. These sections should inform the responses to the more detailed requirements found in subsequent sections of this ITN.

1.2.2 Lot Overview

To ensure best-fit and alignment with organizational needs now and in the future, this ITN is issued in eight Lots, allowing for individual contracts to be issued for each area of functionality under a single procurement process.

Lot 1 Core CRM: primary database of record for UF alumni, philanthropic transactions, alumni and constituent engagement, and prospect cultivation. University fundraising and engagement staff will conduct their work from within this system.

Lot 2 Integrations: platform that will fully integrate Advancement and non-Advancement data from across platforms both on-premises and in the cloud allowing for the complete utilization of data assets, efficiently and transparently.

Lot 3 Communities & Portals: constituent-facing platform that allows constituents to interact directly with the organization (e.g. access giving history, print gift receipts, register for events, designate communication preferences, etc.) and with each other through communities and direct outreach between constituents.

Lot 4 Online Giving: comprehensive solution for driving, recording and reporting on online giving. This solution should offer creative, flexible options for accepting online gifts through a user-friendly interface that streamlines the giving experience within a complex and diverse organization with more than 26 units, colleges, and centers.

Lot 5 Event Management: nimble platform that supports a wide range of events, addressing needs across the event lifecycle (e.g. invitation lists, multi-channel invitation distribution, response management, resource deployment, onsite check-in and feedback mechanisms, post-event communications, and comprehensive reporting).

Lot 6 Digital Marketing: comprehensive tools that drive the donor and constituent experience through the deployment of strategic, multi-channel journeys while meeting critical core functionality in the management of social media and email communications.

Lot 7 Data Catalog: comprehensive data catalog and data lineage solution that will support data governance, provide access to critical data, and increase data literacy and traceability throughout the organization.

Lot 8 Implementation Services: implementation services provided by the software vendor themselves and/or preferred third-party implementation partners as identified by technology vendors submitting responses in Lots 1-7.

Vendors should submit responses for any Lots for which they would like to bid. There is no expectation that a single vendor respond to more than one Lot; however, please respond to questions related to all appropriate Lots for your products and services. Where possible, CRM vendors should work with key partners to submit a comprehensive response that most accurately reflects the reality

of business partnerships, implementation teams, and best practices in functionality according to the requirements.

Decisions regarding Lots 1 and 2 are a critical decision point in the process and will precede and influence decisions regarding Lots 3 - 8. The decision for Lots 1 and 2 may be made in mid-2020 with other Lot decisions following. The Foundation may decide not to move forward in awarding Lots 3 - 8 depending on the fit between current contracts and decisions made in Lots 1 and 2. The Foundation also maintains the option to not award any Lot.

1.2.2.1 Lot 1: Core CRM

The Foundation's current donor and constituent database of record is Ellucian Advance (9.8.2.1). The physical infrastructure of Advance is maintained internally and on-premises by the Advancement IT team. The data infrastructure is maintained by Advancement Data Services.

Advance currently houses more than 1 million entities, including alumni, parents, organizations and donors to the university with data represented across thousands of Oracle tables. Its core functionality is to house transactions related to constituents, including giving, membership, non-gift, demographics, prospect management, and educational data. The gift processing team processes more than 140,000 transactions a year with minimal automation. There are approximately 400 current users, including Advancement leadership, academic leadership, development officers and support staff, alumni relations, donor relations, gift processing and finance, research and data teams.

Native reporting is not utilized, and the primary reporting platform is Advancement Performance, an Ellucian product, which is comprised of an enterprise data warehouse and reports delivered in IBM Cognos. A portion of the data is transformed through a proprietary Ellucian ETL; however, many of the reports use data created through internal stored procedures in the production environment before being loaded in the data warehouse.

Additional reporting platforms include custom-built projects in Advizor Solutions (used by Prospect Strategy & Research, Business Analysis & Process, and Annual Giving teams) and Gift Wrap (managed and maintained by the Gift Planning team). Advizor Solutions uses source data from Advance that is delivered to a reporting environment and refreshed nightly. Gift Wrap data is manually entered by the Gift Planning Team. The Advancement HUB (home grown intranet application) also delivers some reporting with source data from Advance. This data is delivered from the production database via a DBlink. The Advancement HUB is also used to facilitate goal setting and tracking for Advancement staff, which includes fundraising metrics for development officers.

Ad-hoc reporting is requested by users through an email to a Track-It linked inbox for fulfillment by the Data Services team. Report writers fulfill these requests using either Advancement Performance or PLSQL. Reports are delivered to end users through SharePoint.

With more than 120 development officers, there are robust and complex system customizations to facilitate the building of portfolios and management of prospects through the cultivation cycle. There are approximately 17,000 households under management of a development officer. The Prospect Strategy & Research team uses Blackbaud's Research Point for in-depth prospect research. This product is manually integrated with Advance.

Document management is maintained externally with links from within Advance to a separate system, JNK. This system is deployed from the Advancement HUB (intranet). Documents are uploaded to the system and indexed by the user. Types of documentation include gift support for audit purposes, donor gift agreements, proposals, concept papers, research reports and supporting documentation, and fund information.

Pain points of the current state are rooted, fundamentally, in two areas: integration and user experience. Users are often frustrated by needing to access separate systems to complete their daily

tasks. There is some distrust of the data as a result of delayed and manual integration between systems and evolving business rules that have, until recently, remained largely undocumented.

Operationally, pain points exist from data entry to reporting. Almost every process surrounding the data in Advance requires manual intervention--whether to key in the data, initiate a process, or advance a process. Most processes are legacy processes tied to significant customizations, with little documentation. For instance, there are more than 60 Access Databases executing procedures across the system at various times, often impacting the Foundation's most mission critical data. Limited integration and many systems make it difficult for the teams to deliver accurate data to users.

The vision for the future state of the core CRM is a seamless experience for Advancement staff that delivers accurate and reliable data and information in a customized and actionable format, driving increases in overall team effectiveness.

Realizing this vision requires functionality in the following core areas:

- Core Development Activity
- Gift Processing & Records Management
- Engagement & Base Building
- Reporting & Analytics
- Technology & Infrastructure

1.2.2.2 Lot 2: Integrations

The Foundation's data architecture has grown organically causing data silos and intricate processes for the movement and integration of data both internally and with third-party entities. The reference architecture model shown in Appendix 1 reflects the current Foundation environment. The integration platform should support the current environment until the transition to the future state environment is complete.

The following current state integration use cases are described in Appendix 2 and mapped in detail in Appendix 2a - 2p:

- Alumni Data Export
- Exporting Data to 3rd Party (RNL)
- Directory & Student Data
- Phone Pledge Data
- Screening Data
- Business Services Transactions
- Booster Data
- Data Warehouse Population
- Application Integration
- Email Marketing
- Advancement Website
- Staff Directory
- Event Management
- Online Giving

The Foundation seeks to simplify its data architecture and provide accurate, timely, and easily accessible data to its constituents and individuals within the organization.

The Foundation's vision is to create a best of breed data architecture, underpinned by an integration platform that can be configured to meet the unique and evolving needs of the organization, deployed in a timely and cost-effective manner, and provides adequate training and documentation for the organization's staff to extend the platform in the future.

Specifically, the Foundation seeks to:

- Integrate disparate data and systems
- Eliminate data silos and “hairball architecture”
- Provide plug and play integrations
- Improve data capture, access, integrity, and sharing
- Improve information analytics, insights, and reporting capabilities
- Avoid vendor lock-in
- Position the organization for future growth

The future state target diagram in Appendix 3 shows the components of the 3-5-year future state target architecture. The integration platform should support and enable all components of the architecture. This target architecture will consist of regions of increasingly trusted data beginning with raw data and progressing through refined, integrated, aggregated, and discovery data. The target architecture will be subject to rigorous data governance.

Realizing this vision and future state architecture requires functionality in the following core areas:

- Role-Based Security & Access
- Multi-Source Data Acquisition
- Complex Data Capture & Ingestion Methods
- Varied Data Stores
- Governance Alignment
- Master Data and Metadata Management

1.2.2.3 Lot 3: Communities & Portals

The Foundation does not currently support products that deliver communities and portal functionality. In the current state, there is not a place for donors, alumni and constituents to engage with the organization, requiring all requests and communications to be managed manually.

The vision for the Foundation’s deployment of communities and portals should foster a strong sense of community and pride in UF by delivering a personalized experience and empowering the constituent to take control of their engagement with the university. The intent is to engage the broader alumni community, as well as donors, corporations, foundations, and volunteers through this platform.

Realizing this vision requires functionality in the following core areas:

- Secure and Customizable Access
- Multi-Directional Constituent Communication (i.e. staff to donor, donor to donor, etc.)
- Customizable Content
- Gamification
- Comprehensive Behavior Tracking & Analytics

1.2.2.4 Lot 4: Online Giving

The Foundation’s primary online giving platform is GiveGab Enterprise, using Cybersource as the payment gateway, per Foundation policy. This platform allows the donor to select from more than 6,000 funds and this functionality is easily maintained by the digital communications team, a central team housed in Advancement’s Strategic Communication and Marketing group. The Foundation has been using this platform for 3 years and will continue for at least 2 more years with a redesign in the near future to improve the donor experience. Additionally, the Foundation deploys special giving campaigns, including Giving Day and Give-to-Get campaigns through Snap! Advance. Between the two platforms there are more than 20,000 transactions processed a year.

Neither is integrated with the donor and constituent database of record, Ellucian Advance. Gifts generated through these platforms are manually processed by the Gift Processing team, with some exceptions for volume.

Operationally, the lack of integration greatly limits the team's ability to deploy customized giving form functionality, such as personalized ask amounts and funds that correlate with the constituent's giving preferences. Additionally, the manual processing of online gifts is inefficient and results in long delays between the transaction and stewardship of the donor's gift (not including automated gift receipts through the giving platform). This delay also impacts the development team's ability to understand real-time giving trends and to ensure accurate communication with donors.

The vision for the future state of online giving at the Foundation will inspire increases in giving to the University of Florida through a dynamic, personalized, customizable and integrated online giving experience with real-time gift processing to better facilitate donor communication.

Realizing this vision requires functionality in the following core areas:

- Transaction Security
- Flexible Form Builder
- Complex Giving Options
- Real-Time Post-Gift Communications
- Integration with Cybersource
- Comprehensive Reporting & Analytics

1.2.2.5 Lot 5: Event Management

The Foundation's current event management solution is CVENT. This SaaS platform allows the management of the complete event cycle and is deployed as a self-service tool for Advancement staff with comprehensive user help provided by CVENT. There are more than 20 staff across Advancement who deploy events through CVENT. CVENT processes event registration fees, including premiums and QPQ, and gifts through the Cybersource payment Gateway. This platform is maintained by the digital communications team, a central team housed in Advancement's Strategic Communication and Marketing group. Last year, more than 90 events were managed through CVENT generating 13,000 registrants.

CVENT is not integrated with the donor and constituent database of record, Ellucian Advance, nor is it integrate with the digital marketing platform. Gifts generated through these platforms are manually processed by the Gift Processing team.

The vision for Event Management is a comprehensive solution for all Advancement events that provides users and staff with an intuitive interface, flexible options within an organizationally defined framework, and real-time insights into constituent behavior.

Realizing this vision requires functionality in the following core areas:

- Role-Based Access
- Transaction Security
- Flexible Form Builder
- Complex Event Configuration
- Intuitive Event Check-In and Onsite Support
- Real-Time Reporting and Event Insights
- Integration with Cybersource

1.2.2.6 Lot 6: Digital Marketing

Digital marketing at the UF Foundation is deployed through Salesforce Marketing Cloud and is maintained by the digital communications team, a central team housed in Advancement's Strategic Communication and Marketing group. Primarily, all communication deployment is managed and executed by this central team. Given the volume of Annual Giving digital campaigns, the Annual Giving team does deploy emails within system. On average, more than 20 million emails are sent through the Marketing Cloud platform.

Marketing Cloud is not integrated with the donor and constituent database of record, Ellucian Advance, nor is it integrated with other digital platforms maintained by the Foundation. As a result of limited integration, the teams have little opportunity to deploy the customizable and dynamic functionality of the platform.

The vision for digital marketing at the Foundation is a cohesive constituent experience informed by behavioral data that drives content and is personalized to the donor, based on their interactions with the organization, and deployed according to constituent communication preferences.

Realizing this vision requires functionality in the following core areas:

- Role-Based Access
- Email Communication Best Practices
- Journey Building
- Complex Segment Configuration
- Subscription Management
- Real-Time Reporting & Analytics
- Automation/AI

1.2.2.6 Lot 7: Data Catalog

The Foundation does not deploy data catalog services. Current data definitions, transformations, and lineage are tracked through a number of homegrown and typically individually managed processes at the staff level.

The Foundation's data assets are critical to its ability to perform the services required by its constituents. The reference architecture model shown in Appendix 1 reflects the current UF Foundation environment. The Data Catalog should support the current environment and its transition to a future state environment.

The University of Florida Foundation is seeking a data catalog and data lineage solution to support its data governance program and to increase data literacy and traceability throughout the organization to achieve its strategic outcomes and comply with increasingly complex data security laws.

The future state data architecture for the UF Foundation consists of three broad layers – Data Catalog, Enterprise Data Hub, and Data Fabric. UF Advancement's objective is for the Data Catalog layer to be a part of a seamless, intentional, and best of breed extensible architecture that will enable the UF Foundation to replace components without affecting the entire architecture.

The future state target diagram in Appendix 3 shows the components of the 3-5-year future state target architecture. The Data Catalog should support and enable all components of the architecture.

Realizing this vision and future state architecture requires functionality in the following core areas:

- Cataloging Data Sets
- Cataloging Data Operations
- Data Searching
- Recommendations Engine
- Data Set Evaluation
- Direct Data Access
- Usage Metadata
- Data Valuation
- Metadata Catalog
- Security
- Data Lineage
- Data Protection
- Assessments of Data Quality
- Data Curation

- Collaboration and Community Curation
- Interoperability with other Data Management Tools

1.2.2.7 Lot 8: Implementation Services

The Foundation is accepting responses from firms providing implementation services that will ensure the successful and effective implementation of the platforms selected in this comprehensive ITN.

Specifically, the Foundation seeks technical implementation services in the following core areas:

- Product-Specific Project Management
- Product-Specific Process Configuration
- Data Transformation, Cleansing, and Mapping
- Application & Infrastructure Implementation
- Data Integration Design and Implementation
- Training & Documentation

1.3 Term of Agreement

The term of this Agreement will be for an initial period of three (3) years from the date of award, with an option to renew based on satisfactory performance and the written approval of both parties for up to two (2) additional three (3) year periods.

1.4 Coverage and Participation

The intended coverage of this ITN and any Agreement resulting from this solicitation shall be for the use of the Foundation in providing Advancement services for 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 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 and Foundation 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.

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

The University of Florida Foundation is the fundraising and gift fund management arm of the University of Florida, connecting private donors with their passions at the university, all in support of UF's mission. The University of Florida Foundation is a direct support organization (DSO) and is governed by Florida Statute Section 1004.28. Founded as the University of Florida Endowment Corp. in 1934. The Foundation has worked since the 1950s to inspire alumni and friends to support the University of Florida through private funds and other resources. The Foundation — a non-profit, 501(c)(3) organization — also serves as fiduciary, taking care of the gift assets to ensure they are used in accordance with our donors' wishes.

The requirements laid out in this ITN facilitate the work of UF Advancement, a department of the University with more than 300 employees in the areas of fundraising, alumni and constituent engagement, donor relations, strategic communications, and operations. Teams are aligned both centrally and within colleges, units, and centers. Currently in the sixth year of a comprehensive fundraising campaign, Go Greater, UF Advancement has raised \$2.3B toward a goal of \$3B. The campaign is set to conclude in October 2022.

For additional information regarding the University of Florida Foundation or UF Advancement, visit www.uff.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 Foundation and University of Florida, taking into consideration the following evaluation criteria listed below. Pricing may be a criterion. However, the Foundation and University are under no obligation whatsoever to select as most responsive the proposal that demonstrates the lowest pricing.

The contract will consist of this ITN, the proposal (as a warranty of fitness for this particular purpose) 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

It is the Foundation's intent to understand which Vendor(s) has the best technology platform, functionality, implementation services, integration services, and on-going support options to consider. Vendor proposals will be evaluated based upon how well each Vendor's plans meet the University's needs. Specific consideration will be given to the following responses in no particular order or weighting:

- Compliance with ITN instructions and University/Foundation terms and conditions
- Technical capability of the solution and services provided by the respondent
- Price for which the solution and services are offered by the respondent (total cost of ownership, transition, and support)
- Success in similar Higher Education environments & references: Please provide references where this type of equipment has been used successfully at other major Public or Private

Universities. US News Top Public or Private Universities is a representation of peer institutions to the University of Florida.

- Availability of technical staff for implementation and future support. Quality and experience of the proposed consulting team and their demonstrated understanding, in accordance with the implementation timeline
- Successful outcome to University Security Assessment
- Alignment of company values with those of the Foundation
- Implementation and Availability Timeline

2.2 Selection, Negotiation, Additional Information

Although the Foundation and University reserve 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. Any proposal may be presumed to be the *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 Foundation and University reserve 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. On campus pre-award demonstrations may be held for vendors who are selected as finalists for any of the lots included in this ITN. The purpose of these site visits is to expose the campus community to the functionality and user interface of the Vendor finalists.

These demonstrations are opportunities for campus stakeholders to be guided through the depth of functionality in their specific areas of interests and see their work in each system firsthand. Campus stakeholders will evaluate vendor demonstrations to allow for a higher resolution differentiation between vendor functionality. Demonstration narratives will be provided to vendors at the earliest opportunity, likely before notification of finalists. Additional details will be provided upon notification of the finalists in an invitation to participate.

2.4 Pre-Award Negotiations

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

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

2.5 Vendor Protest Procedure; Notice of Proposal Protest Bonding Requirement

In the event that a vendor wishes to protest a Foundation decision or intended decision with regard to this ITN, the Foundation will follow the process for bid protests set forth in 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 Foundation and 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 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 Foundation 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 Foundation intends to contract with one or more vendors whose proposal(s) are considered to be in the best interests of the Foundation/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 Foundation.

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, along with any proposed alternatives. Such proposed alternatives may be accepted or rejected 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 Foundation 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/Foundation 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/Foundation may decide upon the materiality of such errors, omissions, or other problematic information.

2.10 Determination of and Information Concerning Vendor's Qualifications

The Foundation 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 Foundation 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 Foundation 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 Foundation reserves the right to check references with current customers as provided by the vendor and with any customers the University identifies

2.11 Apparently Conflicting Information Obtained by Vendor

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

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

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

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

All information proprietary to the University or Foundation and disclosed by the University or Foundation 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 Disclosure

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 subject to disclosure in accordance with University policy.

3.0 SCHEDULE OF EVENTS

In the interest of maintaining an ambitious timeline and providing vendors with ample preparation time, vendor demo scripts, clearly outlining the expectations of onsite pre-award presentations will be delivered to vendors prior to the close of the solicitation window. Additionally, vendors will be able to submit written questions and participate in an optional pre-proposal conference call to address questions or gain clarification prior to submitting a proposal. Vendors will submit an Intent to Respond within 3 days of the Technical Questions/Inquiries responses being posted.

Vendor responses will be reviewed and finalists identified according to how well the respondent fulfills the requirements and complies with the ITN instructions. Within two weeks of the close of the solicitation, finalists will be notified of their invitation to campus for an onsite pre-award presentation, including a mandatory pre-award conference call.

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

4 / 7 / 2020	Issuance of ITN
4 / 13 / 2020 at 10:00 AM ET	Non-Mandatory Pre-proposal Conference
4 / 17 / 2020 by 4:00 PM ET	Technical Questions/Inquiries Due
4 / 24 / 2020	Responses to Inquiries sent out
4 / 27 / 2020 by 5 PM ET	Intent to Respond Due
5 / 7 / 2020 by 3:00 PM ET	ITN Closes/Opening of Proposals
6 / 22 - 7 / 10 2020	Vendor Presentations (Lot 1)
7 / 20 / 2020	Award Notification
7 / 23 / 2020 by 5PM ET	72 hour posting period ends
7 / 23 / 2020	Receipt of Bond and Insurance
To Be Determined	Commence Service
To Be Determined	Implementation

3.1 Pre-Proposal Conference

A Non-mandatory pre-proposal conference will be held for vendors who intend to respond to this ITN.
Date & Time: April 13, 2020 10:00 AM ET.

Conference will be held remotely via Zoom, Meeting information as follows:

Join Zoom Meeting

<https://ufl.zoom.us/j/771943531>

Meeting ID: 771 943 531

One tap mobile

+16465588656,,771943531# US (New York)

+13126266799,,771943531# US (Chicago)

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

No pre-proposal site visits will be held for vendors who intend to respond to this ITN.

3.3 Special Accommodations

If special accommodations are needed in order to attend a pre-proposal conference or a proposal opening, contact Nicola Heredia or email at nheredia@ufl.edu three (3) business days prior to conference 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 **5 / 7 / 2020 3:00 PM ET**
ITN21NH-100

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

- The original response must contain the original manual signature of the authorized person signing the proposal, and the electronic copy of the proposal.
- Submit one (1) original copy of the initial response on PC compatible media (CD/DVD or USB flash drive), preferably in Word® and/or Excel® formats.
For this electronically formatted response, Attachment C- ITN Response Workbook must be completed and submitted in the original Excel format and included with the other Tab 3 attachments.
- Submit (1) paper copy of the initial response, marked "Copy", including Attachment C- ITN Response Workbook
- 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; one (1) copy of the vendor's proposal in hard copy form marked "Copy".
- The offer's response must include the information and required submittals described, tabbed and numbered as shown below, with all information appearing in the Tab in which it was requested.
- Questions and requests for information may not be rearranged, regrouped, or divided in any way.
- All information and required submittals requested MUST BE in hardcopy and included in your written response.

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

- Information submitted that is not requested by the University may be considered to be supplemental, not subject to evaluation by the committee members.
- If there is any information or required submittals which due to size or binding cannot be incorporated following the proper tab, the vendor must provide information following the numbered tab, telling the evaluator where the information can be found in the response.
- Tabular / Paginated Format:
 - Tab 1: Completed and signed Certification of Proposal form, and Confidentiality and Non-disclosure Agreement (Attachment B) (Sections 7.1 and 7.3).

- Tab 2: A one to two-page executive summary of the vendor's proposal, including brief descriptions of the company's expertise procuring a contract the size and scope described in the ITN, and how the vendor plans to address the University's requirements.
- Tab 3: Required Attachment C – Response Workbook. Response workbook includes all required information in order for the proposal to be evaluated. The attachments for each page should be submitted in such a format to allow committee review
 - Page 1 Company Information – incl. HECVAT (Attachment 2)
 - Page 2 Company Alignment - incl. Projects (Attachment 3), Integrations and Partners (Attachment 4), Company Culture (Attachment 5)
 - Page 3 Lot Requirements
 - Page 4 Implementation – inc. Project Team Resumes (Attachment 6), Implementation Approach (Attachment 7), Implementation Plan (Attachment 8), Implementation Questions (Attachment 9), Training Documentation (Attachment 10)
 - Page 5 Pricing – Pricing (Attachment 11)
 - Page 6 Company Roadmap – Roadmap (Attachment 12)
 - Page 7 References
 - Page 8 Additional Information – Any additional information (Attachment 13)

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 one (1) paper copy, marked "Copy".

4.1.3 Bindings and Marking

Vendors shall ensure that the hard paper copy is 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: ITN21NH-100: Advancement CRM, Integrations, & Partner Solutions, and which lot(s) are being responded to, along with the Opening date and time: 5/7/2020 at 3:00PM.

4.1.5 Proposal Costs

Neither the University nor the Foundation is 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 and Foundation reserve the right to determine whether the vendor has demonstrated such understanding. Related to this, the University's and Foundation'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 or Foundation.

4.2.3 Foundation Provides Information in Good Faith without Liability

All information provided by the Foundation in this ITN is offered in good faith. Individual items are subject to change at any time. The Foundation makes no certification that any item is without error. The Foundation 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: Nicola Heredia
Telephone No: 352-294-1155
Facsimile No: 352-392-8837
E-mail Address: nheredia@ufl.edu

Applicable terms and conditions herein shall govern communications and inquiries between the University/Foundation 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 via email to Nicola Heredia at nheredia@ufl.edu and be received prior to 4 / 17 / 2020 at 4:00 PM/ET.
- Errors and omissions in this ITN and enhancements. Vendors shall bring to the University's attention any discrepancies, errors, or omissions that may exist within this ITN. Vendors shall recommend to the University any enhancements in respect to this ITN, which might be in the University's or Foundation's best interests. These must be submitted in writing and be received prior 4 / 17 / 2020 at 4:00 PM/ET.
- Inquiries about technical interpretations must be submitted in writing, and be received prior to 4 / 17 / 2020 at 4:00 PM/ET.
- 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.

All addenda will be posted to our web site only:

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

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

The University will not respond to any questions/requests for clarification that require addenda, if received by the University after 4 / 17 / 2020 at 4:00 PM/ET.

4.2.7 Pricing and/or Revenue Proposal

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

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

4.2.8 Revisions to the ITN

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

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

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

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

4.2.9 Attention to Terms and Conditions

Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this ITN. The successful Vendor is expected to enter into a form of agreement. The Foundation 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 and Foundation'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 and Foundation shall not enter into extensive contract negotiations with the selected vendor(s)

after the negotiation process has been completed. If the University and Foundation 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 and Foundation reserve 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 and Foundation reserve 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 and Foundation 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 or Foundation.

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 or Foundation, and any other party to this ITN. The University and Foundation reserve 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 or Foundation.

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

Vendors shall ensure that an authorized individual initial 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 Intentionally Blank

N/A

4.2.16 Anti-Kickback

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

4.2.17 Withdrawal of ITN

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

4.2.18 Foundation'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 Foundation's right of use. Provided, however, that the Foundation will, in good faith, honor any vendor information that is clearly designated and conspicuously labeled as proprietary when the Foundation 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 Foundation 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. Neither the University nor the Foundation 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 or Foundation for access to the information designated confidential or trade secret by the bidder and, on the basis of that designation, the University or Foundation 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 the Foundation.

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 or Foundation 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 pursuant to this ITN.

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 pursuant to this ITN.

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 Foundation.

5.16 Vendor's Proposal

Same as Proposal

5.17 Vendor's Response

Same as Proposal

5.18 University of Florida Foundation, UFF or Foundation

Same as the University of Florida Foundation, Inc., a direct support organization of the University of Florida. The terms University and Foundation are not used interchangeably, but this ITN shall be interpreted to include either or both University and Foundation when the context so requires or otherwise provides the most benefit to or protection of both entities.

6.0 AGREEMENT TERMS AND CONDITIONS

The following are the Terms and Conditions that will become part of any Agreement consummated under this ITN Foundation and the Successful Vendor and are not subject to negotiation or alteration by the Successful Vendor. Therefore, the Successful Vendor will be expected to execute an Agreement containing the provisions set forth in this section, or substantially similar provisions as deemed 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

Neither the University nor the Foundation are under any 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 or Foundation.

6.2 Advertising

The Successful Vendor shall not advertise or publish information concerning the Agreement without prior written consent of the University/Foundation. The University/Foundation 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/Foundation 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.

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 and Foundation. Successful Vendor shall, at no expense to the University or Foundation, 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 and Foundation.

Reporting Requirements: The successful vendor(s) agrees to furnish to the Foundation a summary of total sales made under this contract as requested but at least twice a year.

All reporting will be in Electronic Format provided to Procurement Services either prior to business review meetings or as requested.

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

Detailed invoice level purchase history usage with at minimum the following fields:

- PO Number
- Quote Number
- Invoice Number
- Invoice Date
- Ordered by Department
- Order Date
- Delivery Date
- Vendor Item Code
- Item Description
- List Price
- Order Method
- Discount
- Net Price
- Other Organizations: Total dollar value of purchases and total of orders through University agreement to other institutions

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

6.11 Liens

Each Successful Vendor shall keep the University and Foundation 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 Foundation's expense shall be and remain the Foundation'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 Foundation 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 and Foundation 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 and the Foundation are exempt from state sales and use tax.

6.16 Sexual Harassment

Federal law and the policies of the University and Foundation 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 and Foundation 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 or Foundation, 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

The 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 or Foundation. 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/Foundation. 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, 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 Intentionally Blank

N/A

6.25 Indemnification/Hold Harmless; Liability

The Successful Vendor shall indemnify, defend, and hold harmless the University of Florida Foundation, Inc., the University of Florida Board of Trustees, the University of Florida, the State of Florida and the Florida Board of Governors, and their respective directors, 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 any indemnified party. 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. Neither the University nor the Foundation will agree to (i) indemnify or hold harmless any vendor; (ii) be liable for vendor's attorneys' fees under any circumstances; or (iii) binding arbitration. The Agreement shall not be construed or interpreted as (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of University or the State of Florida or their agents and agencies to be sued; or (iii) a waiver of either University's or the State of Florida's sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.

6.26 Insurance Requirements

The Successful Vendor shall purchase from and maintain with a company or companies, lawfully authorized to do business in Florida and acceptable to the Foundation, 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 Foundation 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 Foundation and the University of Florida must be named "additional insured" on automobile and general liability policies.**

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

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

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

6.27 Protection of Property

The Successful Vendor shall at all times guard against damage or loss to the property of the University or Foundation or of others or vendors and shall be held responsible for replacing or repairing any such loss or damage. The Foundation 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 Foundation. If a court of competent jurisdiction determines that any Work does not constitute a work made for hire, the Contractor hereby assigns to the Foundation 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 Foundation 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 Foundation and that use of the works by the Foundation 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 or Foundation in connection with this Contract remain the exclusive property of the University of Florida or Foundation. The Contractor does not receive any title, rights, or privileges in those graphics or materials. The Foundation grants to the Contractor a limited license in those graphics or materials only for the purpose of carrying out the Contractor's obligations under this Contract.

6.28 Labor Disputes

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

6.29 Laws and Regulations

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

6.30 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.

6.31 No Waiver of Right by the University and Foundation

No waiver by the University and Foundation 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 or Foundation's right to insist on strict performance of the provisions of the Agreement.

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

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

The University has implemented an Asbestos Program to assure safe management and removal of ACM. Vendors, consultants, and others 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.

Division

Asbestos Representative

Telephone

Facilities Services	Assoc. Dir. Facilities Services	(352) 392-7793
Housing	Housing Maintenance Superintendent	(352) 392-2161
Reitz Union	Maintenance Superintendent	(352) 392-1614
IFAS	Engineer	(352) 392-6488

6.33 Parking and Identification Badges

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

6.34 Payment Terms

Unless otherwise stated herein, the payment terms for the Agreement are Net 30 days.

6.35 Price Adjustment

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

6.36 Prior Course of Dealings

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

6.37 Intentionally Blank

N/A

6.38 Public Entity Crime

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

6.39 Public Records

Records of the University are subject to the Public Records Law set forth in Chapter 119 F.S. Records of the Foundation are confidential and exempt from the provisions of Chapter 119, except as expressly stated in Section 1004.28 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.

6.40 Referencing of Orders

For each order issued against an agreement resulting hereunder, the Foundation/University intends in good faith to reference this ITN for pricing, terms and conditions, delivery location, and other particulars. However, in the event the Foundation/University fails to do so, the Foundation/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 Foundation/University.

6.41 Remedies and Applicable Law

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

6.42 Right of Inspection

The Foundation shall have the right to inspect the goods at delivery before accepting them.

6.43 Right of Offset

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

6.44 Shipment Under Reservation Prohibited

Successful Vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.

6.45 Specifications: Brand Name or Acceptable Alternate

Where in these specifications reference is made to materials, trade names, catalog numbers or articles of certain manufacture, it is done for the sole purpose of establishing a basis of a comparable standard of quality, performance, characteristics desired and is not intended to limit or restrict competition. It shall be understood that such method of specification description is not intended to exclude other processes, similar designs, or kinds of materials, but is intended solely as a means of establishing a standard of comparison to be utilized for solicitation evaluation purposes. Other material or product may be used, if in the sole opinion of the Foundation, they are equal in durability, quality and of a design in harmony with the intent of these specifications. Such other material or product which is substantially equivalent to those specific brand(s) specified shall qualify for solicitation evaluation and award consideration by the Foundation. The Foundation reserves the right

to reject any substitute material or product which, in its opinion, does not meet the standard of quality established by reference in these specifications and is not considered an acceptable alternate for the intended use and purpose. The burden of proof as to meeting the requirements of these specifications shall be the responsibility of the submitting vendor. Such proposer(s) who is offering any material or product other than the item(s) specified herein must submit with their solicitation response catalog cuts and detailed specifications which will completely describe the item(s) on which they are offering for an acceptable alternate determination by the Foundation. Where the proposer proposes to substitute a material or product which is not known to the Foundation, he/she shall be prepared to submit samples on request for the Foundation's inspection and evaluation. The cost of transportation, both ways, of such samples shall be borne by the submitting proposer.

6.46 Successful Vendor to Package Goods

Successful Vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Successful Vendor's name and address; (b) Consignee's name, address and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Successful Vendor shall bear cost of packaging unless otherwise provided.

6.47 Termination

6.47.1 Convenience

The Foundation reserves the right to terminate the Agreement in whole or part at any time when in the best interests of the Foundation 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 Foundation. 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 Foundation. 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 Foundation in the event of termination under this provision.

6.47.2 Default

The Foundation 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 Foundation 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 Foundation on demand. The Foundation 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 Foundation for any excess costs incurred by the Foundation in re-procuring the materials or services.

6.47.3 Gratuities

The Foundation may, by written notice to the Successful Vendor, cancel the Agreement if it is discovered by the Foundation 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

Foundation pursuant to this provision, Foundation shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Successful Vendor in providing such gratuities.

6.47.4 Insolvency

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

6.47.5 Intentionally Blank

N/A

The Foundation 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 Foundation shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

6.47.7 Suspension or Debarment

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

6.47.8 Continuation of Performance Through Termination

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

6.48 Title and Risk of Loss

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

6.49 Warranties

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

6.50 Payment Card Industry Data Security Standard.

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

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

6.51 Payment and Invoice Information

All invoices for payment should be submitted to the University of Florida Foundation via:

**Email:
ssg@uff.ufl.edu**

**Or by Mail:
UF Foundation
Attn: Server Support Group
PO Box 14425
Gainesville, FL 32604**

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 ITN21NH-100 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, director or employee of the University of Florida or Foundation 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), director(s) and/or employee(s) of the University of Florida or Foundation 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 E-mployee Y is a director of the company).

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

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

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

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

Name: _____ Title: _____

Signature: _____ Date: _____

Email: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Signature of Authorized Officer

Printed Name

Email: _____

ITN21NH-100

Closing Date: 5 / 7 / 2020

Closing Time: 3:00 PM/ET