



## **PROCUREMENT SERVICES**

### **Invitation to Negotiate**

for

### **Dining Services Management**

Please mark all proposal submission envelopes with the following information:

**ITN22NH-100**

**Opening 10/06/2021 3:00 PM ET**

## Contents

<b>1.0 STATEMENT AND SCOPE OF WORK .....</b>	<b>5</b>
1.1 <i>Summary.....</i>	<b>5</b>
1.2 <i>Program Priorities .....</i>	<b>6</b>
1.3 <i>Term of Agreement.....</i>	<b>9</b>
1.4 <i>Coverage and Participation .....</i>	<b>9</b>
1.5 <i>University Demographics .....</i>	<b>9</b>
<b>2.0 EVALUATION PROCESS AND METHOD OF AWARD.....</b>	<b>10</b>
2.1 <i>Method of Award .....</i>	<b>10</b>
2.2 <i>Selection, Negotiation, Additional Information .....</i>	<b>12</b>
2.3 <i>Pre-Award Presentations.....</i>	<b>12</b>
2.4 <i>Pre-Award Negotiations.....</i>	<b>12</b>
2.5 <i>Vendor Protest Procedure; Notice of Proposal Protest Bonding Requirement .....</i>	<b>12</b>
2.6 <i>Contractual Intent/Right to Terminate and Recommence ITN Process.....</i>	<b>12</b>
2.7 <i>Effective Period of Proposals.....</i>	<b>13</b>
2.8 <i>Proposal Acceptance/Rejection.....</i>	<b>13</b>
2.9 <i>Errors and Omissions in Vendors Proposals.....</i>	<b>13</b>
2.10 <i>Determination of and Information Concerning Vendor's Qualifications .....</i>	<b>13</b>
2.11 <i>Apparently Conflicting Information Obtained by Vendor.....</i>	<b>13</b>
2.12 <i>Rejection of Vendor Counter-offers, Stipulations and Other Exceptions .....</i>	<b>13</b>
2.13 <i>Vendor's Need to Use Proprietary Rights of the University .....</i>	<b>14</b>
2.14 <i>Public Record .....</i>	<b>14</b>
<b>3.0 SCHEDULE OF EVENTS .....</b>	<b>14</b>
3.1 <i>Pre-Proposal Conference.....</i>	<b>14</b>
3.2 <i>Pre-Proposal Site Visit &amp; Tour.....</i>	<b>15</b>
3.3 <i>Special Accommodations .....</i>	<b>15</b>
3.4 <i>Vendor Engagement Roundtable Discussion.....</i>	<b>15</b>
<b>4.0 PROPOSAL RESPONSE AND PREPARATION INSTRUCTIONS.....</b>	<b>15</b>
4.1 <i>Proposal Format Organization .....</i>	<b>16</b>
4.1.1 <i>Response Format .....</i>	<b>16</b>
4.1.2 <i>Number of Proposal Copies to be Furnished .....</i>	<b>27</b>
4.1.3 <i>Bindings and Marking .....</i>	<b>27</b>
4.1.4 <i>Marking of Envelopes .....</i>	<b>27</b>
4.1.5 <i>Proposal Costs .....</i>	<b>27</b>
4.1.6 <i>Faxes or Emails Not Accepted .....</i>	<b>27</b>
4.2 <i>Requirements of Proposer for Response .....</i>	<b>27</b>
4.2.1 <i>Original ITN Document .....</i>	<b>27</b>
4.2.2 <i>Vendor's Understanding of the ITN .....</i>	<b>27</b>
4.2.3 <i>University Provides Information in Good Faith without Liability .....</i>	<b>27</b>
4.2.4 <i>Verbal versus Written Communication .....</i>	<b>28</b>
4.2.5 <i>Questions, Communications and Inquires between the University and Vendors .....</i>	<b>28</b>
4.2.6 <i>Addenda and the University's Response to Communications from Vendor .....</i>	<b>29</b>
4.2.7 <i>Pricing and/or Revenue Proposal .....</i>	<b>29</b>
4.2.8 <i>Revisions to the ITN .....</i>	<b>29</b>
4.2.9 <i>Attention to Terms and Conditions .....</i>	<b>30</b>
4.2.10 <i>Required Signature .....</i>	<b>30</b>
4.2.11 <i>Authority to Negotiate .....</i>	<b>30</b>

<b>4.2.12 Collusion Prohibited .....</b>	<b>30</b>
<b>4.2.13 Improper Business Relationships/Conflict of Interest Prohibited .....</b>	<b>30</b>
<b>4.2.14 Corrections, Changes, and Providing Information on Forms within the ITN .....</b>	<b>31</b>
<b>4.2.15 Intentionally Omitted .....</b>	<b>31</b>
<b>4.2.16 Anti-Kickback .....</b>	<b>31</b>
<b>4.2.17 Withdrawal of ITN .....</b>	<b>31</b>
<b>4.2.18 University's Right to Use Vendor's Ideas/Proprietary Information .....</b>	<b>31</b>
<b>5.0 DEFINITIONS.....</b>	<b>31</b>
5.1 Agreement/Contract .....	31
5.2 Customer .....	32
5.3 Invitation to Negotiate (ITN) .....	32
5.4 May, Should .....	32
5.5 Must, Shall, Will .....	32
5.6 Proposal.....	32
5.7 Proprietary Information .....	32
5.8 Provider .....	32
5.9 Respondent .....	32
5.10 Response .....	32
5.11 Successful Vendor .....	32
5.12 Supplement Agreement .....	32
5.13 University of Florida, UF or University .....	32
5.14 Vendor.....	33
5.15 Vendor's Proposal .....	33
5.16 Vendor's Response .....	33
<b>6.0 AGREEMENT TERMS AND CONDITIONS .....</b>	<b>33</b>
6.1 Actions of Successful Vendor.....	33
6.2 Advertising .....	33
6.3 Americans with Disabilities Act .....	33
6.4 Certification .....	33
6.5 Conflict of Interest .....	34
6.6 Discrimination.....	34
6.7 Drug Free Workplace.....	34
6.8 Equal Opportunity Statement .....	34
6.9 Federal, State, and Local Laws and Regulations .....	34
6.11 Inspection, Audit and Reporting .....	35
6.12 Liens.....	36
6.13 Modifications.....	36
6.14 Non-Discrimination.....	36
6.15 Ownership of Documents .....	36
6.16 Sales and Use Tax .....	36
6.17 Sexual Harassment.....	36
6.18 Supplier Diversity Program .....	36
6.19 Tobacco Free Campus Policy .....	37
6.20 Sustainability Preferences.....	37
6.21 Assignment-Delegation.....	37
6.22 Assignment of Anti-Trust Overcharge Claims.....	37
6.23 Date for Reckoning Prompt-Payment Discount .....	37
6.24 Force Majeure .....	37
6.25 Furnish and Install.....	38
6.26 Indemnification/Hold Harmless; Liability .....	38
6.27 Insurance Requirements.....	38
6.28 Protection of Property .....	39
6.29 Labor Disputes.....	40

6.30	Laws and Regulations .....	40
6.32	No Waiver of Right by the University .....	40
6.33	Notice to Vendors of Asbestos-Containing Materials in University Buildings .....	40
6.34	Parking and Identification Badges.....	40
6.35	Payment Terms .....	41
6.36	Price Adjustment .....	41
6.37	Prior Course of Dealings.....	41
6.38	Intentionally Omitted .....	41
6.40	Public Records.....	41
6.42	Remedies and Applicable Law .....	42
6.43	Right of Inspection .....	42
6.44	Right of Offset.....	42
6.45	Shipment Under Reservation Prohibited .....	42
6.46	Specifications: Brand Name or Acceptable Alternate .....	42
6.48	Termination .....	42
6.48.1	<i>Convenience</i> .....	43
6.48.2	<i>Default</i> .....	43
6.48.3	<i>Gratuities</i> .....	43
6.48.4	<i>Insolvency</i> .....	43
6.48.5	<i>Lack of Funds</i> .....	43
6.48.6	<i>Stop Work Order</i> .....	44
6.48.7	<i>Suspension or Debarment</i> .....	44
6.48.8	<i>Continuation of Performance Through Termination</i> .....	44
6.49	Title and Risk of Loss.....	44
6.50	Warranties .....	44
6.51	Payment Card Industry Data Security Standard. ....	44
6.52	Payment and Invoice Information .....	45
7.1	Certification of Proposal .....	46

## 1.0 STATEMENT AND SCOPE OF WORK

### 1.1 Summary

The University of Florida ('University' or 'UF') a top-tier public research institution with over 56,000 students is committed to challenging convention and embraces the philosophy of always striving for a greater impact measured in people helped and lives improved. UF's excellence extends to all facets of the university. UF recognizes that quality food, provided in great facilities with excellent services, not only provides essential sustenance for individuals, but is an important catalyst for community building and an invaluable component for business and social interactions at the University. UF desires a Dining Services Program that provides high quality food and customer service, comfortable and inviting facilities, value to the customer and successful sustainability efforts. Historically, annual revenues across all locations and services are \$30-\$35M.

Therefore, the University of Florida is seeking proposals from qualified foodservice companies to engage in a partnership to operate the Dining Services Program. UF is seeking a business partner with an established record of providing high quality and innovative dining solutions in the higher education market. UF expects to award a Profit and Loss contract and will accept creative contract structures submitted as an alternate proposal.

- a) UF Dining Services Program is comprised of the following services:
  - i) Residential Dining Services
  - ii) Retail Dining Services
  - iii) Catering Services with access to all buildings, except as excluded in b. iii below. Exclusivity by specified locations:
    - (1) Gator Dining Center
    - (2) Broward Dining
    - (3) Racquet Club
    - (4) Reitz Union
  - iv) Summer Conferences/Camps
  - v) Athletic Dining
    - (1) Training Table (Location TBD: University Athletic Association (UAA) to maintain control of UAA built space)
    - (2) Gatorade Fuel Bar and Campus Fueling Stations
    - (3) Athletic Team Catering (non-exclusive)
  - vi) Provision of alcohol service as required in conjunction with the above.
- b) The following services are excluded from this ITN request:
  - i) Vending
  - ii) Catering for specific locations
    - (1) President's House
    - (2) President's Stadium Suite
    - (3) Leased UAA Skyboxes & Suites
  - iii) Shands Hospital/UF Health outside of Sun Terrace locations
  - iv) UF Hotel and Conference Center

- v) Greek locations
- vi) UAA Concessions

## 1.2 Program Priorities

The successful vendor will operate the Dining Services Program, that includes Residential Dining, Retail Dining, Catering and Athletic Training Table as part of Residential Dining. See **MSA Exhibit A SOW** for more detailed information regarding the Scope of Work.

Desired key features of the program include:

### 1.21 Food

- Food Quality
  - Minimum plate cost - \$2.75 minimum for Residential Dining locations
  - Made to order/customizable options
  - Presentation
- Variety – Residential Dining
  - Allergen program
  - Healthy/performance-based program
  - Plant-forward program with annual improvements/enhancements
  - International menus
  - Religious restrictions/preference program
  - Partnership with Local farmers
  - Feature menus items to be “best in class” for each concept
  - Made to Order/customizable
  - Menu: minimum 4-week cycle & seasonal offerings matched to the Florida/local growing seasons and include scheduled Limited Time Offers (daily specials)
- Variety – Retail
  - Mix of national brands and in house/regional/local/campus brands
    - Campus favorites: Starbucks, Chick-fil-A
    - Local/regional: burger, pizza, specialty, plant forward
  - One rotational concept of multiple local restaurants
  - Solution(s) for underserved areas of campus
  - Healthy/International/religious/culturally diverse options
  - Local products in C-stores
  - Ghost kitchen – pick-up and/or delivery
  - Food Truck options
  - Partner with Athletics for food truck events: baseball/other athletics
- Retail - General
  - Rewards program: minimum for cash/credit purchases
  - Integration of technology (including but not limited to mobile ordering, contactless solutions, robotic delivery, dining related apps, etc.)
  - Incorporate vended/robotic concept(s)
  - Proposed National brands MUST accept gift cards and have ability to participate in national promotions
  - Annual student preference surveys (e.g., food concepts and specific brands)
  - Solutions for underserved areas
    - Southwest area of campus
    - Other areas as determined by vendor or University
- Customer Service Excellence
  - First class dining experience at all locations (effective and friendly)
  - Provide delivery and take-out solutions

- Provide a robust calendar of events
  - Ability for all staff to solve guest issues
- Value/Price
  - Pricing on campus does not exceed local community for retail and/or national brand catering (market basket comparison two times/year)
- Dining Facilities Improvements
  - Racquet Club Dining
  - Broward Dining
  - Honors College Dining
  - Gator Corner Dining
  - Ongoing updates/refresh/renovation to retail portfolio
- Unique to UF
  - Specific tie-in events with campus activities/cultural events (e.g., RA connection, cultural months, move-in, family weekend, Preview, Homecoming etc.)
  - Gator Dining original programming
  - Memorable dining experiences
  - Representation from the local community (restaurants, products, residential dining integration, etc.)
  - Partnership with on-campus departments (fisheries, animal sciences, nutrition, Institute of Food and Agricultural Sciences (IFAS) etc.)
  - Farmer's market and/or food share programs
  - Outreach with athletic students (e.g., tying in menus with visiting teams)
- Meal plans
  - Variety of plans to support UF community: undergrad, grad, faculty/staff, commuter, athletics, department heads, clubs and orgs.
  - Combination of plan types: weekly meals, block meals, combo meals and flex, flex only, opt in/out plans
  - Development of UF specific plans based on new normal operating model
  - Increase value of the meal plans
  - Food Insecurity - address from a financial and student resource standpoint
- Catering
  - Menu types: Premium, every day, value, student events with attention to health and wellness, student organizations, greek organizations, athletic performance, summer camps, conferences (each menu type to accommodate/demonstrate dietary restrictions, ethnic, religious, vegan)
  - Dedicated positions for catering: Sales Director, Catering Event Manager, dedicated Executive Chef
  - Sustainability solutions (at a minimum: zero waste events, bulk beverage solution, move from bottles to cans, event waste reduction and removal policies)
  - Integrate national brand catering menus
  - Food truck options
  - Availability to use campus dining locations during off hours
  - Catering Showcase (approved caterers, campus catering & brand options)
  - Catering rewards program
  - Leftover waste reduction or donation solution
  - Ability to provide customized catering solutions

## 1.22 Relationships

- Vendor & UF Community/Departments
  - Tie in with campus activities/cultural/diversity & positively support recruitment/retention/reputation

- Integration into university life outreach (many partnership opportunities) – determine best way to support each event (info, free food (in-kind), themed food, giveaways, etc)
- Semi-annual planning meetings with key campus stakeholders
- Support UF Housing programs including support in defining and serving residential “neighborhoods”
- Student organizations (menu, tabling, serving)
- Faculty Senate
- Administrative and Professional Assembly
- Institute of Food and Agricultural Sciences
- Research/academics
- Healthy Gators, healthy eating/nutrition
- Event planners/catering (regular meeting)
- Encourage Faculty to eat in dining halls for interaction with students through:
  - Complimentary or reduced-price meals
  - Creative ideas
- Emergency Preparedness Plan
- Areas for increased internships: marketing, sustain, accounting, business major, dietician, public relations, and human relations
- Vendor/UF & local community
  - Increase local purchasing (vendors, restaurants into the program, farm, ranchers, food processors)
  - Diversified vendor program
  - Certification definitions: fair trade, fair labor, organic, local definition, etc.
  - Local community representation in retail & c-stores
  - Meet or exceed UF goals regarding minimum wage scales
  - Identify and measure supply chain workforce metrics and increase of purchasing from Vendors that meet stated standards.
- Vendor/UF & our earth community
  - Sustainability plan to support UF goals with specific initiatives
  - Ability to provide documentation for AASHE STARS reporting and willingness to advance program to meet AASHE STARS goals
  - Propose implementable initiatives beyond support of current initiatives
  - Maintain a facilities energy management plan
  - Greenhouse gas emission measurement and reduction plan commitment and year over year reduction (interest in upstream emission reductions – Vendors, farmers, etc.)
  - Waste reduction plan
  - Carbon neutrality
  - Renovation plans match UF green building standards (LEED goals)
  - Recycling in event spaces: Union/O'Connell Center/Others (joint discussion)
  - Freight Farm
  - Pantry support

### 1.23 Resources

Vendors are encouraged to review the following:

- URL Food Service Master Plan: <https://businessservices.ufl.edu/services/gator-dining/food-service-master-plan/>
- URL UF Campus Master Plan: <https://facilities.ufl.edu/campus-master-plan/>
- URL Housing Master Plan: [https://issuu.com/vmdoarchitects/docs/final\\_uf\\_hmp\\_executive\\_summary/](https://issuu.com/vmdoarchitects/docs/final_uf_hmp_executive_summary/)
- URL Landscape Master Plan: <https://facilities.ufl.edu/campus-planning/>
- UF UAA Facilities Master Plan: <https://floridagators.com/sports/2018/3/23/facilities-master-plan.aspx>

### **1.3 Term of Agreement**

The term of this Agreement will be for an initial period of 10 years, 07/01/2022 to 06/30/2032, with an option to renew based on satisfactory performance and the written approval of both parties for up to two (2) additional five (5) year periods.

### **1.4 Coverage and Participation**

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

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

### **1.5 University Demographics**

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

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

The University's extensive capital improvement program has resulted in facilities ideal for 21st century research including the McKnight Brain Institute, the Harrell Medical Educational Building, the Wertheim Laboratory for Engineering Excellence, and the Cancer and Genetics Research Complex. Overall, the university's current facilities have a book value of more than \$1 billion and a replacement value of \$2 billion.

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

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

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

## 2.0 EVALUATION PROCESS AND METHOD OF AWARD

### 2.1 Method of Award

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

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

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

### Evaluation Criteria

Proposals will be competitively evaluated based on the responses to all requirements in this ITN. The evaluation of a vendor's ability to provide the required services will be based on vendor's written proposal, presentations, interviews, visits to vendor's client reference accounts, and negotiation meetings. Following is the criteria that may be used for evaluation of the submitted proposals:

Evaluation Criteria	Description
Proposal Quality	<ul style="list-style-type: none"> <li>• Overall quality and fit of vendor</li> <li>• Completeness of overall submission</li> </ul>
Certification of Proposal Form (Tab 1)	<ul style="list-style-type: none"> <li>• Certification of Proposal Form completed and signed</li> </ul>
Contact Information (Tab 2)	<ul style="list-style-type: none"> <li>• Contact Information</li> <li>• Organizational chart for Higher Ed division (inclusive of local account to CEO)</li> </ul>
Executive Summary (Tab 3)	<ul style="list-style-type: none"> <li>• Overall quality and fit of vendor</li> </ul>
Company Information (Tab 4)	<ul style="list-style-type: none"> <li>• Company history &amp; ownership</li> <li>• 5 Reference accounts</li> <li>• 5 Lost/not renewed accounts</li> </ul>
Company Philosophy (Tab 5)	<ul style="list-style-type: none"> <li>• Relationship to prison service industry</li> <li>• Alignment with land grant universities</li> <li>• Approach to social responsibility, diversity, inclusion, supported employment, living wages, UF sustainability vision described in detail</li> <li>• Culinary approach, menu composition, recipe development, scratch vs convenience, limit growth additives/hormones and humane product sourcing philosophies described</li> </ul>
Program (Tab 6)	<ul style="list-style-type: none"> <li>• Innovation and strategy for Residential Dining by specific location</li> <li>• Future meal plan innovation with specific plans for FY23-24 - FY26-27 and FY27-28 and beyond detailing the strategy of the plan composition</li> <li>• Innovation and strategy for Retail Dining</li> </ul>

	<ul style="list-style-type: none"> <li>• Innovation and strategy for Training Table, Gatorade Fuel Bar and Campus Fueling Stations and Athletic Team Catering</li> <li>• Innovation and strategy for Catering</li> <li>• Innovation of Capital investment plan with project specific details</li> <li>• Uniqueness of campus community reflected in program offerings</li> <li>• Incorporation of UF priorities in program</li> <li>• Relationship with UF community and local community</li> </ul>
Operations (Tab 7)	<ul style="list-style-type: none"> <li>• Program wide innovation and strategy for food product solutions</li> <li>• Use of technology</li> <li>• Year 1 marketing plan</li> <li>• Diversity and Inclusion</li> <li>• Collaboration strategy for partnership opportunities, educational opportunities</li> <li>• Sustainability: maintain current level of program while incorporating new initiatives, measurement and reduction of greenhouse gas emissions, energy/water management, carbon neutrality, assess and increase local purchasing, plan for reduction of barriers of entry to local purchasing, plan to identify and measure supply chain worker's rights, plan for catering leftover food</li> <li>• Account management structure</li> <li>• Organization chart, required resumes for highly qualified candidates</li> <li>• Internship information</li> <li>• Staffing plan, philosophy full time vs part time, outside temp labor policy</li> <li>• Continuous improvement strategy and proposed KPI's with basic metrics for areas identified</li> <li>• Transition plan</li> </ul>
Value Add (Tab 8)	<ul style="list-style-type: none"> <li>• Identified specific value-add components to the program (bundled services, commitment to hiring graduates, innovation fund, etc.)</li> </ul>
Additional Information (Tab 9)	<ul style="list-style-type: none"> <li>• Menu and pricing, relevance to continued program enhancement</li> <li>• Demonstrates corporate financial strength and stability</li> <li>• Emergency Preparedness plan specific to UF</li> </ul>
Financial (Tab 10)	<ul style="list-style-type: none"> <li>• Proposed financial model</li> <li>• Investment and buyback terms (if applicable)</li> <li>• Start-up costs and buyback terms</li> <li>• Contributions and donations</li> <li>• Equipment rental</li> <li>• Performance risk payments</li> <li>• Transparency/disclosure of purchase discounts (for all service lines)</li> <li>• Transition costs</li> <li>• In-Kind funds</li> <li>• Accuracy and comprehensiveness of pro forma operating projections supported by a financial analysis demonstrating that Vendor's proposal is financially sustainable as projected.</li> </ul>
Exceptions (Tab 11)	<ul style="list-style-type: none"> <li>• Minimal number and complexity of proposed exceptions to UF provisions</li> </ul>

## 2.2 Selection, Negotiation, Additional Information

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

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

## 2.3 Pre-Award Presentations

The University reserves the right to require presentations 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 as referenced in the Schedule of Events. Vendors will be asked to have their 'best candidate' for key on-site management positions in attendance as the University may 'interview' these candidates. Vendors may also be requested to provide a menu tasting. Notifications regarding presentations will include detailed instructions and requirements for the presentation.

## 2.4 Pre-Award Negotiations

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

- Resolving minor difference and typographical errors
- Terms and conditions
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from vendors
- Obtaining the lowest and best pricing and/or revenue agreement
- Defining relevant KPI's to be evaluated annually

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

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

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

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

## **2.7 Effective Period of Proposals**

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

## **2.8 Proposal Acceptance/Rejection**

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

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

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

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

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

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

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

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

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

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

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

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

## 2.14 Public Record

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

# 3.0 SCHEDULE OF EVENTS

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

07/23/2021	Issuance of ITN
08/19/2021 9:00 AM ET	Mandatory Pre-Proposal Conference
08/19/2021 1 :30PM ET	Pre-Proposal Site Visit and Tour
08/20/2021 9:00 AM ET	Continuation of Pre-Proposal Site Visit & Tour
08/24/2021 5:30 PM ET	Questions for Vendor Engagement Roundtable Due
08/31/2021 9:00 AM ET	Virtual Vendor Engagement Roundtable Discussion
09/03/2021 5:30 PM ET	Technical Questions/Inquiries Due
09/10/2021	Reponses to Inquires issued as Addendum
10/06/2021 3:00 PM ET	ITN Closes/Opening of Proposals
11/02/2021 – 11/04/2021	Vendor Presentations
10/06/2021 - 12/17/2021	University Visits Vendor Site(s)
01/07/2022	Complete Evaluations
01/31/2022	Award Notification
07/01/2022	Commence Service

## 3.1 Pre-Proposal Conference

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

Date & Time: **08/19/2021 9:00AM ET**

Location: TBD

Please provide details of attendees in advance to [nheredia@ufl.edu](mailto:nheredia@ufl.edu). There should be a maximum of 5 attendees per vendor.

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 & Tour**

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

University will conduct a site tour of campus and its Dining Services Program locations after the pre-proposal conference, during the afternoon and following day at the date and time noted in the Schedule of Events. It is anticipated that the tour will take up to 1.5 days. Vendor will be limited to 5 attendees and must notify the Procurement (nheredia@ufl.edu) of the names, titles, telephone numbers and email addresses of its participants no later than two business days in advance of the Site Visit & Tour. During the tour, Vendor is responsible to perform due diligence in understanding the operational capabilities of the facilities. Please note that the tour will be Vendor's only opportunity to observe and understand the back-of-house areas associated with the Dining Services Program. Still and video photography will be allowed during the tour.

### **3.3 Special Accommodations**

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

### **3.4 Vendor Engagement Roundtable Discussion**

University will host a 90-minute, virtual roundtable discussion with key University stakeholders to better understand the visions and objectives for the Dining Services Program. The virtual meeting will be structured to allow all Vendors to anonymously submit questions to the moderator. The roundtable discussion will be held during the timeframe noted in the Schedule of Events. Procurement will provide the meeting link to Pre-Proposal Conference attendees.

### **3.5 Vendor Reference/Site Visit Accounts**

University will check Vendor client references and may make unannounced visits to client reference accounts. Please notify your reference clients that UF may be contacting them.

## **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 **10/06/2021 3:00 PM.**

ITN22NH-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. Text shall not be smaller than the text of this ITN (Arial 10pt.)

##### 4.1.1 Response Format

- Submit one (1) electronic copy of the initial response on PC compatible media (USB flash drive), preferably in .pdf format and/or Excel®. The original response must contain the original manual signature of the authorized person signing the proposal, and the electronic copy of the proposal.
- The outer carton of the response must display clearly and conspicuously the following identifying information, the ITN number, name and due date and is sealed; submit one (1) original and four (4) copies of the vendor's proposal in hard copy form.
- The offer's response must include the information and required submittals described, tabbed and numbered as shown below, with all information appearing in the Tab in which it was requested.
- Questions and requests for information may not be rearranged, regrouped, or divided in any way.
- All information and required submittals requested MUST BE in hardcopy and included in your written response.

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

- Information submitted that is not requested by the University may be considered to be supplemental, not subject to evaluation by the committee members.
- If there is any information or required submittals which due to size or binding cannot be incorporated following the proper tab, the vendor must provide information following the numbered tab, telling the evaluator where the information can be found in the response.
- Technical Proposal Tabular / Paginated Format:
  - **Tab 1: Certification of Proposal Form**  
Completed and signed Certification of Proposal form, and/or signed and completed acknowledgement forms for any addenda issued.
  - **Tab 2: Contact Information**  
Contact name(s) and title(s) of the individual(s) responsible for the company's proposal and negotiation during this ITN process. Please include the Organizational chart for Higher Education Division beginning with your account management team through CEO of your company.

- **Tab 3: Executive Summary (LIMITED TO 6 PAGES)**

An executive summary of the vendor's proposal highlighting Proposal features that best demonstrate the advantages of selecting your firm.

- **Tab 4: Company Information (LIMITED TO 6 PAGES)**

Provide the following information a tabbed sub-section (by corresponding letter):

A. Date established and brief history

B. Ownership (public, partnership, subsidiary, etc.)

C. Five (5) references, ideally for programs of similar scope and/or features to UF's Dining Services Program, including:

- Client name & location
- Client contact name, email and telephone number
- Services provided & contract model for each provided service (ex: P&L; Cost Plus)
- Student population (head count)
- Number of students in residence
- Meal Plan structure: indicate number of annual mandatory, student voluntary, Faculty/Staff voluntary meal plans sold in FY20
- Managed volume (based on latest full fiscal year)
- Current contract term and current length of tenure
- Reasons why UF should see this account

D. List of the five (5) most recent accounts for which you were the vendor and lost or was not renewed during an open bid process, indicate for each:

- Date the contract ended
- Client contact name & title
- Client telephone number and email address

- **Tab 5: Company Philosophy (LIMITED TO 15 PAGES)**

A. Provide specific information regarding the company's and/or parent company's involvement with providing services (all services, i.e., not limited to food service) to prisons and the use of prison labor to provide those services in the US and globally.

B. Provide specific examples of how the company has aligned services and programs provided with mission of land-grant universities.

C. Describe company's specific approach on the UF campus to the following initiatives:

- Social responsibility
- Diversity and inclusion
- Supported employment
- Living wages
- Describe the sustainability vision for UF and examples of successfully implemented initiatives at other accounts.

D. Describe company's specific approach on the UF campus:

- Menu composition
- Recipe development
- Scratch cooking vs. use of convenience foods
- Reduction/elimination of growth additives and antibiotics from the foods purchased and served
- Humane sourcing practices

- **Tab 6: Program**

Provide the following information in a tabbed sub-section (by corresponding letter). (LIMITED TO 100 PAGES)

A. **Residential Dining**

For each of the following: **(listed in order of priority)**

1. Racquet Club – A high visibility location shared with student recreation facilities and adjacent to historic residence halls and the academic core. (Ideal renovation timeline in FY2023)
  - a. Describe how Racquet Club will be integrated into your program and how will the experience and atmosphere encourage interaction between students, faculty and staff to further enhance a diverse and inclusive community.
  - b. Proposed service concept by mealtime daypart
  - c. Proposed innovations and/or improvements to the current service model
  - d. Proposed strategies for:
    - i. Programming
    - ii. Extended hours meal service
    - iii. Take away service
2. Broward Dining - Program excellence with consideration of resources and timing in support of historic and new residence halls.
  - a. Specific to Broward Dining, how will your company provide the opportunity and atmosphere that encourages interaction between students, faculty and staff that further enhances a diverse and inclusive community.
  - b. Proposed service concept by mealtime daypart
  - c. Proposed innovations and/or improvements to the current service model
  - d. Proposed strategies for:
    - i. Programming
    - ii. Extended hours meal service
    - iii. Take away service
3. Gator Corner - A high visibility location next to Ben Hill Griffin Stadium and multiple residence halls with the desire to utilize the physical location to promote and accentuate the program.
  - a. Specific to Gator Corner, how will your company provide the opportunity and atmosphere that encourages interaction between students, faculty and staff to further enhance a diverse and inclusive community of this residential neighborhood.
  - b. Proposed service concept by mealtime daypart
  - c. Proposed innovations and/or improvements to the current service model
  - d. Proposed strategies for:
    - i. Programming
    - ii. Extended hours meal service
    - iii. Take away service
4. Honors College (projected opening Fall 2024 in Broward recreational complex area) – An anticipated 900-bed net increase for the Broward neighborhood.
  - a. Beginning with a ‘clean slate’ present what’s next for residential dining and how does this location encourage interaction between students, faculty and staff to further enhance a diverse and inclusive community.
  - b. Proposed service concept by mealtime daypart
  - c. Proposed innovations and/or improvements to the current service model
  - d. Proposed strategies for:
    - i. Programming
    - ii. Extended hours meal service
    - iii. Take away service

## B. Meal Plans

FY22-23 (Year 1) the University will be using the current meal plan offerings, as noted on the website <https://gatordining.com/4201-2/> .

1. For FY23-24 through FY 26-27(Years 2-5), the University plans to move to meal plan offerings that support the dining program and as negotiated. Provide the recommended meal plans for Year 2-6 with descriptions of each plan. Ensure terms and conditions for each plan are clearly identified (e.g. any

recommendations for mandatory requirements, meal equivalency/exchange usage parameters, meal equivalency/exchange value, carry over/expiration of Flex Buck and/or Declining Balance dollars, etc). Proposed meal plans should also include summer, non-resident, athletic, and faculty/staff options.

2. For fiscal year 27-28 and beyond, in conjunction with future residential dining location openings, enhancements, or program changes, provide the recommended meal plans with descriptions of each plan. Ensure terms and conditions for each plan are clearly identified (e.g. any recommendations for mandatory requirements, meal equivalency/exchange usage parameters, meal equivalency/exchange value, carry over/expiration of Flex Buck and/or Declining Balance dollars, etc). Proposed meal plans should also include summer, non-resident, athletic, and faculty/staff options.

Note: Meal plans recommended by year must match meal plans in Financial Proposal.

### C. Retail Dining

Exclusive right to provide retail dining at the following locations:

#	Current Retail Dining Locations
1	Pollo Tropical Reitz Union
2	Subway Reitz Union
3	Shake Smart Reitz Union
4	Arredondo Café Reitz Union
5	Starbucks Reitz Union
6	Local Restaurant Row Reitz Union
7	Panda Express Reitz Union
8	Papa John's Reitz Union
9	POD Market Reitz Union
10	Wendy's Reitz Union
11	Wing Zone Reitz Union
12	Chick-fil-A HUB
13	Starbucks HUB
14	POD Market HUB
15	Au Bon Pain Newell Hall
16	Firehouse Subs Turlington Plaza
17	Jamba Juice Turlington Plaza
18	Chick-fil-A Broward Dining
19	Subway/POD Market
20	Moe's Southwest Grill Racquet Club
21	Chomp It Racquet Club
22	Chick-fil-A Sun Terrace Center
23	Einstein Bros Bagels Sun Terrace Center
24	Salad Creations Sun Terrace Center
25	Starbucks Sun Terrace Center
26	Panda Express Sun Terrace Center
27	Starbucks Norman Hall
28	The Market Norman Hall
29	Little Hall Express: KFC, Deli, Freshens, WPB
30	Einstein Bros Bagels Vet Medicine
31	Shake Smart SW Rec Center
32	Chomp It & POD Market
33	Chomp & Go C-Sore Hough Hall
34	Chomp & Go C-Sore Pugh Hall
35	WPB Harrell Med Education Building
36	Java City Engineering Building

37	Chomp It Law School
38	Starbucks Law School
39	Starbucks Library West
40	Starbucks Marston Science Library
41	POD Market Beaty
42	Genetics Café
43	Harn Museum Camellia Court Café
44	Orthopedic Building Café
45	New Location, if needed
46	New Location, if needed

For each retail location (**identified by the number in the table above**) provide the following:

- a. Proposed concept
- b. Proposed innovations and/or improvements to the current service model
- c. Proposed delivery solution and implementation details
- d. Indicate if this location is to be closed describe the strategy behind the closure, as needed

47 (or appropriate #): Pop-Ups/Mobile Units/Mobile Kiosk/Robotic Vending

Indicate use of pop-up/mobile units:

- a. Type/concept of unit
- b. Time of use
- c. Location
- d. Frequency.

48 (or appropriate #): Non-Vendor Branded Concepts (national, regional, local brands) are required:

- a. To accept gift cards
- b. To participate in the brand's reward programs (if any)
- c. To offer advertised area/regional promotions/specials on campus
- d. Use of non-traditional payment applications (i.e. Apple Pay)
- e. Any other features

Indicate any exceptions by brand name

#### **D. Athletic Dining Program**

Taking into consideration the three components of the Athletic Dining Program:

1. Training Table
2. Gatorade Fuel Bar & Other Campus Fueling Stations
3. Athletic Team Catering (pre/post game meals, travel meals, visiting team meals, special event catering)

Provide the following and clearly indicate the Athletic Dining Program components addressed:

- a. Indicate the physical service locations.
- b. Describe your program to include breakfast, lunch, and dinner offers with continuous service between traditional dayparts, and which can also support the ability for the student athlete to dine in or take out their meals.
- c. Please provide your solution for an all-day fueling, snack, and grab and go solution. It should include a variety of product offerings including hot and cold sandwiches, salads, and handheld meals; travel and snack kits; sick/injured meals; smoothie/yogurt/acai options.
- d. Describe how will technology be integrated into your program, minimally allowing student athletes to pre order meals and snacks, while also being

- able to see menu choices, allergens, dietary and performance nutritional information.
- e. Provide your plan to partner with UAA sports dietician/sports nutrition departments on recipe development. Please describe how your menu development specifically supports the goals of an athletic performance menu program.
  - f. Describe how your program will utilize and increase the purchase of local and sustainable food items specifically for Training Table.
  - g. Describe how your program will aid in accessibility to all members of the UAA community, but especially those athletes that may be injured, have limited meal times, special dietary restrictions or concerns, or may need special and individualized assistance. Provide any details on possible food delivery solutions.
  - h. Provide your Athletic Student Catering solution as it pertains to the Training Table and to the greater UF Athletic community. Include your catering organization chart with any dedicated Athletic catering positions, as well as your plan to purchase and utilize any supporting equipment needed to support this area of business.
  - i. Describe how your program will support special events such as celebration dinners, special meal and event requests, recruiting visit meals, and premium meals.

**UF reserves the right to not award the Athletic Dining Program portion, in whole or in part, of this ITN and any submitted proposals at their discretion, at any time during this solicitation process.**

#### **E. Catering Program**

Provide the following:

- 1. Techniques you will use to ensure the accuracy and quality of food and service for all Catering events.
- 2. Proposed innovations and/or improvements to the current service model and/or Program
- 3. Operating standards for delivery, set-up, staffing, and clean up for Catering events
- 4. Describe your proposed plans for a Catering Showcase and indicate the frequency.
- 5. Provide a Catering organizational chart to indicate the structure of the Catering Program.

#### **F. Capital Investment Plan**

As the University looks to offer a more up to date dining program, we have prioritized the following projects and timelines to be included in your Capital Investment Plan. Provide your proposed Investment Plan for the Program over the base term of the contract (amortized no more than 10 years):

Summer 2022: Racquet Club, to be open for Fall 2022

Summer 2023: Broward Dining Center, to be open for Fall 2023

Summer 2023, or 2024 (to coincide with the opening of the Honors College residential facility) Honors College Retail solutions

Summer 2025: Gator Corner Dining Center, to be open for Fall 2025

Ongoing: Investment strategy, description, and timeline for refresh/renovation of retail spaces

For each proposed investment, include:

- 1. Service location

2. Narrative investment description (for example: “new smallwares,” “new concept implementation,” “servery renovation,” “trade dress enhancements,” etc.)
  3. Implementation timeline from design to first service day
  4. Provide imagery, floor plans, renderings or other explanatory illustrations helpful in describing the investment
  5. Where applicable, temporary dining solutions
  6. Projected cost and funding source (i.e. Vendor or University)
  7. In addition to projected cost (#6 above), provide any exclusions not covered in projected cost (e.g. rendering shows tables and chairs, but projected costs do not include tables and chairs)
  8. Indicate Vendor project management fee as a % or \$ amount and any other additional fees or % amounts the Vendor would receive to complete this investment proposal through opening.
- **Tab 7 Operations (LIMITED TO 40 PAGES)**  
Provide the following information in a tabbed sub-section (by corresponding letter).
- A. Program Wide**
1. Identify the specific ways diversity and inclusion are incorporated throughout the Dining Services Program.
  2. Describe the proposed customer facing technology to be implemented.
    - a. Identify where each technology will be used.
    - b. Implementation date
  3. Food product solutions
    - a. Indicate the specific solutions for providing foods according to religious beliefs in all areas of the Dining Services Program.
    - b. Describe how customers visually identify allergen safe food products.
    - c. Production and service strategy for allergen management.
    - d. Describe how customers visually identify nutritional ingredients or special nutritionally based food products (ie low calorie, vegetarian, vegan, organic, fair trade, locally sourced, etc)
    - e. Strategy for provision of nutritional counseling and allergen management support for customers with special dietary needs.
    - f. Describe how your company provides innovation in food offerings? Include how and the frequency?
  4. Provide the Year 1 Marketing Plan:
    - a. Indicate the promotions for residential dining, retail dining, catering, athletic team catering, athletic suite/box catering and specific on campus collaborations/events.
    - b. Based on your experience and knowledge of UF, what are the top 2-3 marketing strategies you believe will be most impactful in engaging the community and driving participation?
    - c. Describe the corporate staff support and resources the onsite team will receive in developing and implementing Marketing activities.
- B. Collaboration**
1. Describe the proposed partnership on campus and the specific collaboration opportunities that are initiated by Dining Services. For each opportunity indicate:
    - a. Identify the UF community/community partner
    - b. Describe the type of collaboration opportunity
    - c. Identify the scope of services to be provided by Dining Services
    - d. Identify any funding to be provided

For example:

- i. Partner with Housing & Residence Life
  - ii. Move In for residential students
  - iii. Dining Services to set up manned tabling stations from 8am-8pm (in agreed upon residential area locations) providing free fresh cookies and bottled water along with a map of campus dining locations and hours.
  - iv. Cost provided by Dining Services valued at \$X.
2. Describe proposed EDUCATION collaboration opportunities.
    - a. Identify the UF community/community partner
    - b. Describe the education area or topic of the collaboration opportunity
    - c. Identify the frequency of events
    - d. Identify the scope of services to be provided by Dining Services
    - e. Identify any funding to be provided
  3. Describe the education partnership with IFAS, GatorWell, and any additional community partners (if not previously identified).
    - a. Identify proposed educational topics, and additional program/departmental partners & frequency of events
    - b. Describe how students in the IFAS program would be integrated into the operation of the Dining Services Program.
    - c. Describe any resources that can be shared, which programs/departments that would share and how the resources are funded.
    - d. Describe how IFAS and/or GatorWell resources will be used to ensure the provision of healthy menu offerings.
    - e. Describe nutritional counseling resource sharing/collaboration.
  4. If not addressed above:
    - a. Identify any additional wellness program components.
    - b. Provide the detailed plan to incorporate food recovery efforts.
    - c. Provide the proposed creative plan to address food insecurity on campus.
    - d. Describe the plan to address Life Skills Education sessions (etiquette dinner, cooking 101, etc.).

### **C. Sustainability**

Initiatives important to UF include waste reduction (recycle/compost), responsible and local sourcing and energy efficiency. Building on the current Gator Dining sustainability efforts, provide the following:

1. Identify three (3) new initiatives recommended for UF that support UF's goals. For each initiative provide:
  - a. How goal or initiative aligns with UF goals
  - b. Cost to implement and purpose of expenditure
  - c. Date of implementation
  - d. Metric to be used to measure success
2. Provide a proposed greenhouse gas emissions measurement and reduction plan
3. Provide a proposed energy/water management plan
4. Provide a carbon neutrality plan
5. Provide how you will identify, measure and annually increase local purchasing with proof of verification (may come from third party measurement and verification process)
6. Provide a plan to reduce barriers of entry for local supply categories.
7. Provide a plan to identify and measure supply chain workers' rights and increase of purchasing from Vendors that meet stated standards
8. Provide your plan for all food leftover from any residential dining meals, catered events, retail daily operations and any location across campus

#### **D. Account Management**

1. Describe the proposed Management Structure for this account, including on-site, regional/district and corporate support personnel.
2. Provide the on-site organization chart
3. Provide 'best candidate' resumes for the following on-site positions:
  - a. RDM/GM
  - b. Executive Chef
  - c. Residential Dining Director
  - d. Retail Director
  - e. Marketing Director
  - f. Communications/Community Relations
  - g. Catering Director
  - h. Sustainability Manager
  - i. Business Manager/Financial
  - j. Dietitian
  - k. HR Manager
  - l. Project/Facilities Manager
4. Provide the proposed internship information for each position:
  - a. Area
  - b. Number of positions & expected average hours per week
  - c. Compensated or voluntary (specifically 'on books or off books')

#### **E. Staff**

1. Complete the **Attachment 2: Vendor Staffing Plan** and submit excel file.
2. Provide your strategy, process, and objectives for:
  - a. Ongoing management and staff recruitment, training, and retention for the account
  - b. Hiring employees of the current vendor
  - c. Student hiring, development, and retention
3. Describe your philosophy of full time vs. part time
4. State your policy on outside temporary labor

#### **F. Continuous Improvement**

1. Provide your proposed Key Performance Indicators as part of a submitted Performance Scorecard. At a minimum, Scorecard must include measurement criteria, baseline metrics and total risk amount for these areas:
  - a. Meal plan utilization/participation
  - b. Residential dining satisfaction
  - c. Meal plan sales growth
  - d. Retail sales growth
  - e. Retail satisfaction
  - f. Catering sales growth
  - g. Catering satisfaction
  - h. Client Satisfaction
  - i. Menu accuracy (digital posting vs actual service)
  - j. Collaboration initiatives
  - k. Marketing initiatives
  - l. Health, Safety & Sanitation
2. Describe your strategy for each of the following:
  - a. Ensuring year over year alignment with UF objectives
  - b. Customer complaint monitoring and resolution

## G. Proposed Transition Plan

Provide a detailed transition plan that describes your process for transition and start up should your company be selected for the contract, including the following:

- A list of all tasks involved in the form of a critical path schedule and timeline, identifying who is responsible for each task.
- A list of your proposed transition team and backgrounds of each.

- **Tab 8: Value Add (LIMITED TO 5 PAGES)**

Identify how your company will add value to the University of Florida Dining Program

- **Tab 9: Additional Information** (no page limit)

As a separate document, provide the following:

A. Proposed menus and pricing for:

- Residential Dining Services (4-week menu, no pricing, plant forward options highlighted, LTO's highlighted)
- Special Event menu samples (residential & retail)
- Retail Dining Services, by location
- Catering Services for all event types (include value, everyday and premium options/service levels and a list of all proposed service charges)
- Student group-funded Catering Services
- Sustainable Catering Services
- Summer youth camp menu (typical 5 day menu)
- Adult summer conference menu (typical 5 day menu)
- Athletic Dining: Training Table (2 week minimum)
- Athletic Dining: Gatorade Fuel Bar and Campus fueling stations
- Athletic Dining: athletic student catering for teams/groups

B. Audited Vendor financial statements for the last three full fiscal years

C. Emergency Preparedness Plan and identify the UF departments/groups necessary for collaboration of this plan.

- **Tab 10: Financial Proposal**

Complete the **Attachment 3: Vendor Financial Proposal** workbook to provide your financial proposal. Ensure that all formulas are correct on each of the spreadsheets in the workbook and notify the Project Contact immediately if you believe you find an error.

When preparing your financial proposal, be sure to review the financial terms in **MSA Exhibit A: Scope of Work** and be aware of the following UF preferences:

1. Financial Model

- (a) Dining Services Program: Profit & Loss.
- (b) Alternate Proposal for Dining Services Program: Creative financial model for consideration.

2. Vendor Funded Investments

- (a) The following to be Vendor funded, amortized on the client statement and subject to buyback at 0% interest:

- (i) Smallwares and Trade Dress upgrades required to implement Vendor's proposal
- (ii) Technology purchases, including point-of-sale (POS) systems required to implement Vendor's proposal
- (iii) Facilities renovation required to implement Vendor's proposal taking into consideration UF's priorities.

- (b) Vendor investments to be amortized no more than 10 years, not to exceed the base term of the contract unless MUTUALLY agreed.

3. Operational Transition and Start-Up Costs
  - (a) To be a Vendor cost of entry, not subject to buyback.
4. Equipment
  - a) University desires to receive a monthly rental payment for the use of University owned equipment.
  - b) The University shall be responsible for the purchase of new or replacement dining services furniture or equipment costing \$5000 or more (the University Capital threshold).
  - c) Vendor to be responsible for scheduling and payment for equipment maintenance and repair of Vendor owned equipment.
  - d) Vendor to be responsible for scheduling maintenance and repair of University owned equipment. University responsible for payment of repair of University owned equipment. Vendor responsible for payment of preventative maintenance of University owned equipment.
5. In-Kind Fund
 

Provide an offer for in-kind services on an annualized basis
6. Risk/Reward
 

UF intends to measure Vendor's performance via KPIs and a performance scorecard and desires Vendor to propose associated performance risk/reward payments.
7. Working Capital
 

To be Vendor funded.
8. Purchase Discounts
  - (a) In Cost Plus service lines, purchases made on behalf of this contract, UF expects Vendor to include in its financial proposal a credit equal to the purchase discounts, rebates, allowances and incentives it receives from its purchasing contracts for food, beverages and supplies. The credit is to be calculated as a percentage of product cost.
  - (b) In Profit & Loss service lines, UF expects Vendor to be transparent and include dollar amount the Vendor anticipates receiving for purchase discounts, rebates, allowances and incentives based on the UF account.
9. Minimum Guaranteed Commission
 

The University desires an annual minimum commission guarantee for each year of the base contract.

  - o **Tab 11: Proposed Exceptions**
    1. By submitting a response to this ITN, Vendor agrees that it has fully reviewed the **Master Agreement, MSA Exhibit A: Scope of Work** and **SOW Attachment 1: Program Standards** (including review by legal counsel) and accepts the responsibilities and obligations therein unless otherwise explicitly noted in the **Attachment 4: Proposed Exceptions** and submitted as part of Vendor's proposal.
    2. Vendors may request a maximum of twenty (20) changes (all documents combined), to be documented in **Attachment 4: Proposed Exceptions** IN ORDER OF PRIORITY. For each proposed change, identify the document and paragraph number you are referencing, clearly state the concern and include proposed alternative language for UF's consideration. UF may negotiate these provisions with the successful Vendor but is under no obligation to accept Vendor's proposed changes. Under no circumstances will UF negotiate changes that are not documented in Attachment 4.

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

One (1) original of initial response must be submitted on PC compatible media (USB flash drive), preferably in Word® or Excel® marked “Original”, and four (4) copies, each marked “Copy”.

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

The original and each copy must be individually bound. When submitting more than one (1) proposal, units must be clearly marked; for example, “Original of Proposal One”, “Copy One of Proposal One”, “Original of Proposal Two”, “Copy One of Proposal Two”, and so on.

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

Vendors shall ensure that the outer carton of the response must display clearly and conspicuously the following identifying information: ITN #: ITN22NH-100  
Opening date and time: 10/06/2021 3:00 PM ET

#### **4.1.5 Proposal Costs**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attn Project Contact: Nicola Heredia  
Telephone No: 352/392-1331

E-mail Address: [nheredia@ufl.edu](mailto:nheredia@ufl.edu)

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

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

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

- Questions concerning the Roundtable for this ITN should be submitted in writing, and be received prior to 08/24/2021 5:00 PM/ET.
- Questions concerning this ITN must be submitted in writing, and be received prior to 09/03/2021 5:00 PM/ET.
- Errors and omissions in this ITN and enhancements. Vendors shall bring to the University's attention any discrepancies, errors, or omissions that may exist within this ITN. Vendors shall recommend to the University any enhancements in respect to this ITN, which might be in the University's best interests. These must be submitted in writing and be received prior to 09/03/2021 5:00 PM/ET.
- Inquiries about technical interpretations must be submitted in writing, and be received prior to 09/03/2021 5:00 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 **09/03/2021 5:00 PM ET**.

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

Vendors shall indicate pricing and/or revenue offers in Attachment 3 - Financial Proposal Workbook provided along with 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 in an alternate Financial Proposal. If the vendor responds with an "All or None" proposal, it shall be clearly and unambiguously marked as such.

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

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

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

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

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

Vendors are responsible for the information contained in such addenda, whether or not they acknowledge receipt. The University is under no obligation to communicate such addenda to vendors who notify the University that they will not be responding this ITN. The University may

determine whether an addendum will be considered as part of this ITN and/or as part of any contract resulting there from. The University shall reject vendors' responses to addenda if such responses are received after the ITN closing date and time.

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

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

#### **4.2.10 Required Signature**

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

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

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

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

#### **4.2.12 Collusion Prohibited**

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

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

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

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

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

#### **4.2.15 Intentionally Omitted**

#### **4.2.16 Anti-Kickback**

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

#### **4.2.17 Withdrawal of ITN**

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

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

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

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

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

### **5.0 DEFINITIONS**

#### **5.1 Agreement/Contract**

All types of agreements entered into by the University, regardless of what they may be called, for the procurement of materials, services, or construction, or for 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 Invitation to Negotiate (ITN)**

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

## **5.4 May, Should**

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

## **5.5 Must, Shall, Will**

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

## **5.6 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.

## **5.7 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.

## **5.8 Provider**

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

## **5.9 Respondent**

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

## **5.10 Response**

Same as Proposal

## **5.11 Successful Vendor**

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

## **5.12 Supplement Agreement**

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

## **5.13 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.

#### **5.14 Vendor**

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

#### **5.15 Vendor's Proposal**

Same as Proposal

#### **5.16 Vendor's Response**

Same as Proposal

### **6.0 AGREEMENT TERMS AND CONDITIONS**

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

#### **6.1 Actions of Successful Vendor**

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

#### **6.2 Advertising**

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

#### **6.3 Americans with Disabilities Act**

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

#### **6.4 Certification**

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

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting Agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting Agreement. Any resulting Agreement may be subject to legal remedies provided by law. Vendor agrees to

promote and offer to the University only those services and/or materials as stated in and allowed for under resulting Agreement(s).

#### **6.5 Conflict of Interest**

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

#### **6.6 Discrimination**

An entity or affiliate who has been placed on the discriminatory list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a Vendor, 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 Vendor 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 (EEOO-1) must be filed prior to March 1 of each year.
- D. If the vendor expects to receive \$50,000 in orders during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the vendor, subject to review upon request by the user agencies of this agreement.

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

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

Successful Vendor is solely responsible for complying with all laws, ordinances, and regulations including but not limited to, those relating to taxes, licenses and permits, as they may apply to any

matter under this ITN. The Successful Vendor must demonstrate that they are duly licensed by applicable regulatory bodies during the performance of the Agreement. Prior to the commencement of Agreement, the Successful Vendor shall be prepared to provide evidence of such licensing as may be requested by the University. Successful Vendor shall, at no expense to the University, procure and keep in force during the entire period of the Agreement all such permits and licenses.

#### **6.10 E-Verify Compliance: Unauthorized Alien Workers**

By entering into a contract with UF, Vendor is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Compliance with Section 448.095, Fla. Stat., includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Vendor affirms and represents that it is registered with the E-Verify system and are using same, and will continue to use same as required by Section 448.095, Fla. Stat. The Vendor's employment of unauthorized aliens is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized alien workers, such violation shall be cause for UF'S unilateral cancellation of the Agreement.

#### **6.11 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.

Vendor will provide the Contract Administrator with monthly financial reports, as follows:

- i) Financial statements for the Program, including individual profit and loss statements for each service location and an aggregated statement for the Program. Profit and loss statements will show budgeted and actual sales by detailed sales category, budgeted and actual expenses by detailed expense category and net profit/loss. Such sales, expenses and profit/loss will be reported for the current period, year-to-date, and previous year. Causes and appropriate documentation of abnormal revenue and expense deviations will be noted by Vendor as part of statements. Statement adjustments resulting from review and/or audit will be identified and reflected in the next period statement.
- ii) Operating statistics, including but not limited to the following:
  - (1) Food cost per meal served (plate cost)
  - (2) Meals per labor hour/sales (\$) per labor hour
  - (3) Sales/transaction counts by meal period as well as by 15 minute intervals
  - (4) Sales mix report (sales breakdown by type of item sold)
  - (5) Recap of number/type of Catering events and estimated number of attendees
- iii) Special reports and analysis as may be requested by the Contract Administrator.
- iv) Third party sanitation report with copies provided to Contract Administrator within 2 days of receipt of report by Vendor.
- v) Vendor will provide the Contract Administrator with an annual report that details the number of students employed, total student hours worked, and promotion and retention statistics.
- vi) Food waste reduction regular reporting to the Contract Administrator.

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

## **6.12 Liens**

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

## **6.13 Modifications**

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

## **6.14 Non-Discrimination**

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

## **6.15 Ownership of Documents**

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

## **6.16 Sales and Use Tax**

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

## **6.17 Sexual Harassment**

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

## **6.18 Supplier Diversity Program**

University is an equal opportunity institution and, as such, encourages the use of small businesses, including women and minority-owned small businesses in the provision of goods and services. Small businesses should have a fair and equal opportunity to compete for dollars spent by the University. Competition ensures that prices are competitive, and a broad vendor base is available.

For questions about the University's supplier diversity program, contact the Director of Small Business and Supplier Diversity, 352-392-0380, <https://sbsd.admin.ufl.edu/>.

## **6.19 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.

## **6.20 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.

## **6.21 Assignment-Delegation**

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

## **6.22 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.

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

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

## **6.24 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.

## 6.25 Furnish and Install

The items specified in this solicitation will be provided on a furnished and installed basis. The Successful Vendor shall have the complete responsibility for the items or system until it is in place and working. Any special installation preparation and requirements must be submitted to the University. All transportation and coordination arrangements will be the responsibility of the Successful Vendor. Delivery of equipment will be coordinated so that items or systems will be delivered directly to the installation site. This effort will minimize risk of damage and avoid double handling.

## 6.26 Indemnification/Hold Harmless; Liability

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

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

## 6.27 Insurance Requirements

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

**Commercial 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 and \$2,000,000 Aggregate. 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 \$500,000 per person, \$1,000,000 per occurrence.

Excess Umbrella Liability - The Successful Vendor shall secure and maintain, during the life of this Agreement, Excess Umbrella Liability insurance for bodily injury and/or property damage in at least the amount of \$500,000 each occurrence, \$1,000,000 Aggregate.

Dishonesty Bond/Crime Insurance – The Successful Vendor shall secure employee dishonesty insurance covering all employees of the Vendor, of a nature designed for Dining Services Program operation, in an amount of \$1,000,000.

## 6.28 Protection of Property

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

### Intellectual Property

- All works that are created pursuant to this contract (“Works”) are works made for hire, and all rights and privileges attendant to the Works belong exclusively to the University. If a court of competent jurisdiction determines that any Work does not constitute a work made for hire, the Contractor hereby assigns to the University for no additional consideration all rights and privileges Contractor has in the works, including all intellectual property rights, specifically those under copyright law.
- Paragraph A does not apply to Works that are not created through performance under this Contract (“Pre-existing works”). With respect to Pre-existing works used by the Contractor in performance of this Contract, the Contractor shall obtain for the University at no additional charge a license to use Pre-existing works for the uses intended under this Contract, including the right to make derivative works. Paragraph A does apply, however, to any Works that are derivative of Pre-existing works.
- The Contractor warrants that it has full power and authority to transfer the rights granted by this Contract to the University and that use of the works by the University does not constitute an infringement or other violation of any copyright, trade secret, trademark, patent, non-disclosure, or other rights of any third party.
- Title and all rights and privileges to all graphics and material provided to the Contractor by the University in connection with this Contract remain the exclusive property of the University of Florida. The Contractor does not receive any title, rights, or privileges in those graphics or materials. The University grants to the Contractor a limited license in those graphics or materials only for the purpose of carrying out the Contractor's obligations under this Contract.

## 6.29 Labor Disputes

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

## 6.30 Laws and Regulations

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

## 6.31 Intentionally Omitted

## 6.32 No Waiver of Right by the University

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

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

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

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

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

Division	Asbestos Representative	Telephone
Facility Services	Assoc. Dir. Facility Services	(352) 392-7793
Health Center	Asst. Dir. Health Ctr Physical Plant	(352) 392-4417
Housing	Housing Maintenance Superintendent	(352) 392-2161
Reitz Union	Maintenance Superintendent	(352) 392-1614
IFAS	Engineer	(352) 392-6488

## 6.34 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/>

### **6.35 Payment Terms**

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

### **6.36 Price Adjustment**

The University reviews and approves all tuition and fees annually. Vendor shall do its utmost to limit annual price increases while maintaining quality and responding to student desires for food choices and operating hours.

Price change approvals may be based on appropriate documentation of cost increases to food, labor and other expenses provided by the Vendor. Unless under extraordinary circumstances Vendor will limit requests for price increases that do not exceed the annual change in US Department of Labor Consumer Price index, "Food away from Home".

### **6.37 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.

### **6.38 Intentionally Omitted**

### **6.39 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, Vendor, 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).

### **6.40 Public Records**

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

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

**Phone: (352) 846-3903**

**email: [PR-Request@ufl.edu](mailto:PR-Request@ufl.edu)**

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

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

#### **6.41 Intentionally Omitted**

#### **6.42 Remedies and Applicable Law**

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

#### **6.43 Right of Inspection**

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

#### **6.44 Right of Offset**

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

#### **6.45 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.

#### **6.46 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 University, 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 University. The University 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 University. Where the proposer proposes to substitute a material or product which is not known to the University, he/she shall be prepared to submit samples on request for the University's inspection and evaluation. The cost of transportation, both ways, of such samples shall be borne by the submitting proposer.

#### **6.47 Intentionally Omitted**

#### **6.48 Termination**

#### **6.48.1 Convenience**

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

#### **6.48.2 Default**

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

#### **6.48.3 Gratuities**

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

#### **6.48.4 Insolvency**

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

#### **6.48.5 Lack of Funds**

The State of Florida's and UF's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida State Legislature. The Agreement may be canceled without further obligation on the part of the University of Florida in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Successful Vendor shall be notified in writing of such non-appropriation as soon as reasonably

possible. No penalty shall accrue to the University in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit the University to terminate the Agreement in order to acquire similar equipment, material, supplies or services from another party.

#### **6.48.6 Stop Work Order**

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

#### **6.48.7 Suspension or Debarment**

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

#### **6.48.8 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.

#### **6.49 Title and Risk of Loss**

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

#### **6.50 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.

#### **6.51 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.

## 6.52 Payment and Invoice Information

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

Email: [UFL.invoices@edmgrup.com](mailto:UFL.invoices@edmgrup.com) or Fax: [1-570-496-5411](tel:1-570-496-5411) or Mail:   
University of Florida  
Attn: Accounts Payable  
PO Box 3357  
Scranton, PA 18505

## 7.0 CERTIFICATIONS AND FORMS

### 7.1 Certification of Proposal

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

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

This proposal is submitted in response to Invitation to Negotiate # ITN22NH-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 or employee of the University of Florida who has or whose Relative has an Interest in the entity or entities making this proposal or who is a natural person making this proposal.

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

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

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

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

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

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

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

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

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

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

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

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

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

**ITN #:** **ITN22NH-100**

**Closing Date:** **10/06/2021**

**Closing Time:** **3:00 PM/ET**

