



PROCUREMENT SERVICES

Invitation to Negotiate for

**Book Distribution, Technology,
Marketing/Communications, Logistics and Other Services
to Support the New Worlds Reading Initiative
For
The Lastinger Center for Learning**

Please mark all proposal submission envelopes with the following information:

ITN22NH-110

Opening 09/15/2021 at 3:00 PM ET

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1.0 STATEMENT AND SCOPE OF WORK

1.1 Summary

The University of Florida (UF) Lastinger Center for Learning requests book delivery services for the New Worlds Reading Initiative. The initiative provides free book delivery to the homes of elementary students who read below grade level. Participants will receive one free book every month for nine months of the year, throughout the school year. Students will receive their first books in December 2021.

The selected firm will have proven prior successful experience working with similar book distribution home delivery programs. Firms are encouraged to seek partners, if necessary, to best meet as many of the requested scope components as possible.

1.2 Scope of Work

1.2.1

Background

The [New Worlds Reading Initiative](#) (NWRI) is a family literacy engagement program established through statute by the Florida Legislature under the guidance of House Speaker Chris Sprowls. The voluntary program will provide monthly home book delivery to eligible students, which is estimated at more than 500,000 struggling readers who may come from difficult to reach communities, as well as wraparound supports and services to families and communities. The aim of the program is to bolster literacy and instill in children a lifelong love of reading. It is Florida's first statewide book delivery program.

This program will be administered by the UF Lastinger Center for Learning in conjunction with internal units across the university and external partners across the state. This initiative, involving both public funds and corporate philanthropy generated by tax credits, will require a strong partnership with an experienced book distribution vendor to meet the expectations established in statute and set the program up for long-term success.

1.2.2 Scope of Work

The UF Lastinger Center seeks to contract with a vendor or a group of vendors who can provide book fulfillment, packaging, and delivery services to designated students across the state of Florida, as well as public relations and communications support to promote NWRI. A successful engagement will result in the shipment/distribution of book packages beginning December 2021. The selected vendor must be able to ramp up quickly, while remaining flexible and responsive to program needs to successfully complete the items below.

The vendor, or a group of vendors, must be able to provide one or more of the following services:

Lot 1: Book Delivery: Deliver books monthly to eligible Florida public and charter school students that have been identified as having a substantial deficiency in reading and whose families have registered them. Currently, estimated eligibility is over 500,000 students.

Lot 2: Book Procurement: Procure a curated list of high-quality books that represents the diversity of Florida's students and families, spans a variety of genres and grade levels, and promotes student interest and love of reading, including, but not limited to the book list provided in Attachment A Book options must include books in languages other than English, particularly Spanish and Haitian

Creole. Preference will be given to vendors who can also procure books in alternative reading formats, such as Braille, large print, and audio.

Lot 3: Enrollment Database and Registration Platform Management: Facilitate family enrollment by providing or interfacing with a registration platform and other appropriate data platforms to ensure timely and accurate book delivery for registered students.

Lot 4: Customized Packaging and Printing: Customize packaging with NWRI branding, logos, etc. Branding guidelines, digital logos, and assets will be provided to the vendor. Print and include supplemental resources, such as book-specific reading guides, in monthly deliveries. Digital files of supplemental resources will be provided to the vendor for each book.

Lot 5: Communications and Public Relations: Manage communications and public relations efforts to promote the NWRI through earned media, social media, and events to increase participation in the program among eligible students. These communications and public relations efforts will be conducted in close collaboration with the UF Lastinger Center, school districts and non-profit partners across the State of Florida.

Lot 6: Logistics Management: The dedicated logistics management vendor will coordinate vendor activities between different entities to support the book delivery process from signup to fulfillment: Enrollment Database Management, Book Distribution, Communications, and other services. This will include the assignment of a dedicated project manager who will work in close collaboration with the UF Lastinger Center.

The vendor may choose to respond with a proposal addressing the fulfillment of one or more of the lots described below. Vendors are encouraged to seek out partners that would enable fulfillment of a greater number of the requested services.

Lot	Components	Year One Goals
1. Book Delivery	<ul style="list-style-type: none"> • Accurately deliver a physical book through the mail to students' homes each month • Develop process for returned books, i.e., reference student addresses against USPS database to reduce number of returned books • Include branded and supplemental materials, such as reading guides, in the delivery. • Ensure seamless coordination to other services, particularly book procurement, student enrollment and packaging & printing • Develop workflows and processes to ensure timely and accurate delivery 	<ul style="list-style-type: none"> • Welcome kits are distributed with pre-selected books to participants as they enroll beginning late October 2021 • Monthly book delivery begins to participating students by December 31, 2021 • Students receive 9 books between December 2021 and June 2022
2. Book Procurement	<ul style="list-style-type: none"> • Procure list of high-quality books (see Attachment A for books) provided to vendor by UF Lastinger Center • Create lists of books curated for each student based on their grade level, reading level and interest selection • Have adequate access to books that are representative of the diversity of Florida's students • Have adequate access to books in languages other than English, including Spanish and Haitian Creole • Have adequate options for both literary and informational texts 	<ul style="list-style-type: none"> • Vendor procures requested books, or suitable alternatives, by requested deadlines for monthly book deliveries beginning December 2021 • Timely coordination with book delivery services

	<ul style="list-style-type: none"> • Provide alternative book formats like Braille and audiobooks • Coordinate with book delivery services to ensure timely arrival to their warehouse or other specific location 	
<p>3. Enrollment Database and Registration Platform Management</p>	<ul style="list-style-type: none"> • Provide or interface with a registration platform containing the family application data • Work seamlessly with appropriate data platforms, including school district information systems, to ensure data accuracy • Provide book delivery services with a monthly CSV file of student home addresses or equivalent • Registration platform should be available in multiple languages, including Spanish and Haitian Creole, and meet accessibility standards • Maintain a process that allows student to indicate book genre or topic preference • Provide customer service support via phone, email, and chat for families who need help with the application process or program questions • Create how-to-videos and written FAQs to help families navigate the registration process in collaboration with Lastinger staff • Provide frequent enrollment reports to Lastinger staff on program enrollment count, disaggregated by student demographics, grade and school district 	<ul style="list-style-type: none"> • An easy-to-use application/registration platform is created to collect information required to ensure successful book delivery • All required data systems and platforms are seamlessly integrated and connected to ensure successful implementation • Initial registration system launches three weeks after contract execution
<p>4. Packaging & Printing</p>	<ul style="list-style-type: none"> • Customize packaging utilizing NWRI branding assets provided to vendor • Print supplemental resources, such as book-specific reading guides • Produce proofs for approval • Develop process to include specific reading guides with coinciding book/package • Coordinate with Book delivery services to ensure timely arrival to their warehouse or other specific location 	<ul style="list-style-type: none"> • At least one customized package is created to be used for all book deliveries – multiple options preferred • Supplemental materials and reading guides are printed and included with corresponding book packages
<p>5. Communications & Public Relations</p>	<ul style="list-style-type: none"> • Manage overall communications and public relations efforts for multiple audiences • Lead graphic design efforts including development of logos and overall branding guidelines • Develop marketing materials and toolkits for school districts • Provide event management support • Interface with press and promote NWRI through earned media • Develop and implement complete social media campaign/plan • Develop website/portal and provide ongoing maintenance and support • Translate all family communications materials to Spanish and Haitian Creole. 	<ul style="list-style-type: none"> • Initial Communications/PR plan is launched and raising awareness for the NWRI within 30 days of contract execution • Logo and branding guidelines complete • Overall branding structure is developed and implemented to ensure brand recognition and awareness • Website is designed and launched to host family application, family resources, information clearinghouse, and information regarding tax credit incentives

		<ul style="list-style-type: none"> • A successful launch event garners media attention and promotes initiative • Smaller awareness events throughout the year are held in collaboration with school districts and organizations • A social media presence and footprint is initiated to further family engagement
Logistics Management	<ul style="list-style-type: none"> • Provide overall logistical support • Ensure all services are seamlessly connected • Develop workflows and processes to ensure timely and accurate execution of all project services and activities 	<ul style="list-style-type: none"> • An operational plan is developed and implemented among internal staff and external vendors

1.3 Term of Agreement

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

1.4 Coverage and Participation

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

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

The University of Florida is a major public land-grant research university. The state's oldest, largest, and most comprehensive university, the University of Florida is among the nation's most academically diverse public universities. The University has a long history of established programs in international education, research, and service. It is one of only 17 public land-grant universities nationwide and the only university in Florida belonging to the Association of American Universities. With more than 49,000 students, the University of Florida is now one of the ten largest universities in the nation.

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.

1.5.1 The Lastinger Center

Established in 2002, the University of Florida Lastinger Center for Learning is a responsive innovation hub dedicated to transforming educational systems and structures by engaging in translational research to drive decision making, inform policy, and improve systems within Florida and across the nation. Housed within the College of Education, the Lastinger Center is a national leader in developing and implementing high-impact learning systems that significantly impact teacher and program quality, child development and student outcomes, and local and state policies.

Through a unique combination of innovative technology, implementation science, and expert content and pedagogical staff, Lastinger Center programs have been scaled across multiple states in short periods of time, reaching thousands of teachers and children. The Lastinger Center capitalizes on the high caliber of university faculty by working across disciplines and colleges to bring a further depth of expertise to innovations that support talent development and grow the knowledge base on successful educational interventions through applied research.

Since its founding, the Lastinger Center has blended academic research with practice, making meaningful improvements in education and student learning. Historically, the organization has championed the effort to track academic success via critical developmental milestones, including kindergarten readiness, 3rd grade reading proficiency, and mastery of algebra skills by 9th grade. Dedication and innovative responsiveness to these key milestones rapidly moved the Lastinger Center from a lean start-up to a state and national education innovator.

For any additional information about the UF Lastinger Center for Learning, please visit the Lastinger Center for Learning's web page at: www.lastingercenter.com.

2.0 EVALUATION PROCESS AND METHOD OF AWARD

2.1 Method of Award

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

The contract will consist of the University's ITN, the proposal with any and all revisions, award letter, purchase order, and any 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/>

The University has the right to select multiple vendors and/or only award for parts of the proposed scope.

Evaluation Criteria

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

Specific consideration will be given to the following responses with the criteria weighted from most important to least important:

- 1: Ability to implement a quality services plan to meet UF needs. (Tab 3)
- 1: Ability to meet project timeline, including first book delivery no later than December 2021. (Tab 4).
- 1: Creativity and quality of approach, portfolio, and services proposed. (Tab 3)
- 1: Percentage of book list provided in Attachment A that vendor is able to procure (only appropriate for entities bidding for Lot 2 – Book Procurement). (Tab 3)
- 2: Financial offering including options for providing best value. (Tab 5)
- 2: Additional best value/creative ideas – information and/or ideas that may be beneficial to UF in reaching the goals stated in the summary. (Tab 6)
- 3: Experience of company with contracts of similar size and scope. (Tab 2)
- 3: Company background including sub-contracting network, team, accessibility, and resource commitment. (Tab 2)
- 3: Reference information from current or former clients (Tab 2)
- 4: Vendor acceptance of UF Terms and Conditions (see section 4.2.9) (Tab 8)

2.2 Selection, Negotiation, Additional Information

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

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

2.3 Pre-Award Presentations

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

2.4 Pre-Award Negotiations

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

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

2.5 Vendor Protest Procedure; Notice of Proposal Protest Bonding Requirement

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

2.6 Contractual Intent/Right to Terminate and Recommence ITN Process

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

2.7 Effective Period of Proposals

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

2.8 Proposal Acceptance/Rejection

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

2.9 Errors and Omissions in Vendors Proposals

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

2.10 Determination of and Information Concerning Vendor's Qualifications

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

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

2.11 Apparently Conflicting Information Obtained by Vendor

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

2.12 Rejection of Vendor 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.

08/13/2021	Issuance of ITN
8/25/2021 – 10:30AM ET	Non-Mandatory Pre-proposal Conference
08/31/2021 –5:30 PM ET	Technical Questions/Inquiries Due
09/03/2021	Reponses to Inquires sent out
09/15/2021 –3:00 PM ET	ITN Closes/Opening of Proposals

3.1 Pre-Proposal Conference

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

Date & Time: **08/25/2021 10:30AM ET**
University of Florida

Zoom Information: <https://ufl.zoom.us/j/91376952592>

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

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

3.2 Pre-Proposal Site Visit

A pre-proposal site visit has not been scheduled at this time.

3.3 Special Accommodations

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

4.0 PROPOSAL RESPONSE AND PREPARATION INSTRUCTIONS

Proposals must be delivered sealed and addressed to:

University of Florida
Procurement Services
971 Elmore Drive
Gainesville, FL 32611-5250
ITN22NH-110
Vendor Name:

on or prior to **09/15/2021 3:00 PM ET.**

The above address is a valid campus address for any courier service.

It is the vendor's responsibility to assure that the proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. The University shall not accept proposals received by facsimile or email. The University shall, at the

specified closing date and time, open all proposals that are otherwise in order. The University will allow interested parties to attend such opening for purposes of identifying which vendors have responded. The University will make no immediate decision at such time, and there will be no disclosure of any information contained in any proposal until the earlier of (i) the time University provides notice of a decision or intended decision, or (ii) 30 days after the final competitive sealed proposals are all opened, whichever occurs earlier, at which time the vendor proposals become public record. When multiple solicitations have been scheduled to open at the same date and time, the University will open solicitations that have interested individuals present in sequential order by solicitation number. The University will hold unopened any proposals received after the closing date and time, and will not consider such proposals. The University reserves the right to retain or dispose of such proposals at its discretion; however, the University may return such proposals to their related vendors, but only at such vendor's request and at no cost or expense whatsoever to the University.

If only one proposal is received, Procurement may delay the opening in order to determine why other vendors did not respond and to encourage other vendors to respond.

4.1 Proposal Format Organization

Original proposal and all copies must be on 8-½ x11 text weight paper, double-sided, using binding tabs that will facilitate the distribution and evaluation of the proposals. Proposals should be printed when possible, on paper containing a high level of post-consumer recycle content. Proposals should conform to the tabbed format below as well as the requirements of sections 4.1.2, 4.1.3 and 4.1.4.

4.1.1 Response Format

- Submit one (1) original copy of the response in hard copy form. The original response must contain the original manual signature of the authorized person signing the proposal, and the electronic copy of the proposal.
- Submit one (1) copy of the initial response on PC compatible media (CD/DVD or USB flash drive), preferably in Word®.
- The outer carton of the response must display clearly and conspicuously the following identifying information, the ITN number, vendor name and due date and is sealed; submit one (1) original 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 both hardcopy and electronic 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. The University strongly encourages brevity and responses that are specially tailored to the requested scope.

If there is any information or required submittals which due to size or binding cannot be incorporated following the proper tab, the vendor must provide information following the numbered tab, telling the evaluator where the information can be found in the response.

- Tabular / Paginated Format:

Tab 1: Completed and signed Certification of Proposal form, and Attachment B (7.1), and signed and completed acknowledgement forms for any addenda issued.

Tab 2: Firm Background, Experience, and References

- 1) **Overview of the Firm:**
 - a) Provide a brief introduction to the firm, its history, date founded, and its areas of specialization.
 - b) If applicable, please include size of current book inventory and a complete list of publishers represented.
- 2) **Project Team Structure and Qualifications:**
 - a) Include an organization chart of the project team. Explain how this team fits into the overall organization structure of the company.
 - b) Provide the names, titles, resumes/biographies, and project roles of all members of the project team.
 - c) If the firm will need to hire to meet proposal specifications, specify the total number of new staff required and job type.
- 3) **Firm Experience & References:**
 - a) Provide a detailed description of services with similar current or former book distribution projects in K-12 education, higher education, government funded, and/or other not-for-profit organizations.
 - b) Please highlight at least 5 years of relevant project experience, including specific statistics of key accomplishments, and a brief description of the project, total dollar amount, and the total number of books/resources delivered.
 - c) Provide three client reference names and key contact information from the last three years. For each reference, include the name, address, telephone, and email address of the client contract administrator.
- 4) **Subcontractor:**
 - a) Describe any subcontractors who are included in this proposal and the services they will be offering.
- 5) **Conflicts:**
 - a) Disclose any conflicts of interest or limitations that may exist should the firm be selected to provide services to the University.

Vendors may propose solutions covering any or all of the five lots described in this ITN. For Tabs 3-5, clearly state which lot(s) your proposal is responding to and provide only the below responses and materials that coincide with those lot(s).

Tab 3: Scope of Services

Provide a detailed overview of how the firm(s) will provide services in support of a monthly at home book delivery for K-5 students across the state of Florida. Year 1 will serve as pilot program year, likely with a lower number of student participants. Program numbers are assumed to grow annually, with an estimated 500,000 participating students located across the state of FL in subsequent years.

- 1) **Lot 1: Book Delivery:**
Describe how you will manage the following core warehouse, fulfillment, and customer service functions:
 - a) Receipt of student application
 - b) Student book order intake
 - c) Packing of books, and inclusion of NWRI branded materials and family reading guides
 - d) Shipping
 - e) Returned books
 - f) Customer service procedures

- 2) **Lot 2: Book Procurement:**
- Describe how book inventory will be collected and maintained.
 - Describe process to confirm book availability.
 - Provide list identifying which books from booklist in Attachment A Vendor is able to procure.
 - Report the percentage of the booklist (Attachment A) the vendor is able to provide. Include completed Attachment A.
 - Include completed Attachment A to assist in the proposal evaluation.
- 3) **Lot 3: Enrollment Database and Registration Platform Management:**
Describe how current business software may support the following program functions:
- Family Application for program participation
 - Maintenance of current student addresses
 - Data platform integrations
 - Student book choice selection
 - Analytics and reporting related to program participation
- 4) **Lot 4: Packaging and Printing:**
- Describe the firm's approach to the creation of custom packaging and printed materials, including paper and packaging options
 - Provide work samples from previous projects
- 5) **Lot 5: Communications & Public Relations:**
Describe how the firm will manage communications and public relations efforts to promote the NWRI including:
- Managing overall communications and public relations efforts for multiple audiences
 - Graphic design and branding guidelines
 - Event management support
 - Interfacing with press and earned media
 - Developing social media campaign(s)
 - Development and management of website/portal for communications
 - Provide work samples from previous projects, with special attention to projects in Florida
- 6) **Lot 6: Logistics Management:** Describe the firm's approach to managing project logistics across the five areas listed above including internal staff and external partners

Bidders for any/all lots should respond to the following sections:

- Project Management:** Describe firm's approach to project management and how it will ensure all deliverables are on-time and high quality
- Quality Control:** Describe how you will maintain a high level of program quality, timeliness, and where relevant delivery accuracy.
- Risk Management and Contingency Plans:**
 - Describe how project risks will be mitigated.
 - Describe what communication protocols will be in place to ensure timely communication and resolution of identified risks.
Provide a Disaster Recovery Plan for facility and business systems.

Tab 4: Project Plan

- Provide a detailed Project Plan with narrative to include estimated capacity,

enrollment targets, and other applicable goals and benchmarks for the following periods:

- a) Project Launch (October-December 2021)
 - b) Book Delivery Pilot (December 2021-May 2022)
 - c) NWRI Full Implementation and Ongoing Management
- 2) If applicable to your proposal, confirm the firm has the capacity to ensure the first book is delivered to all registered students at their home address by December 2021, with monthly deliveries occurring thereafter.
 - a) Provide any limitations or assumptions related to the project timeline to meet these commitments

Tab 5: Pricing for Services

Provide firm's pricing for *all or selected* services and how expenses are incurred.

- 1) For services 1. Book Delivery and 2. Book Procurement, provide a detailed per unit pricing for each book delivered. Per unit pricing should be broken down by book price, handling, shipping, and any other associated costs.
- 2) Provide detailed per unit pricing for any costs not included in the above pricing.
- 3) Confirm the firm would be willing to use University shipping contract vendor, if contract rates are lower than those offered by the vendor.
- 4) Provide firm's hourly fee schedule for all position levels. Include fixed hourly rates; travel inclusive for each discipline/job title. If the travel cannot be included in the fixed hourly rates, travel must be made and billed according to Florida Statute 112.061. If travel is billed separately, it is expected to be billed at actual cost with no mark-up.
- 5) Provide a list of items included in hourly rates, and items not included in hourly rates which are passed through or marked-up (examples may include consultation, graphic design, copywriting, email/website development, in-house copying or mailing).
- 6) Indicate any value-added, special services or discounts that could be combined in this ITN.

Tab 6: Best Value

Describe the process of producing "best value" for the University and its users, through creative marketing, small business & diversity programs, green/sustainability initiatives, and/or other creative offering programs.

- 1) Provide innovative ideas to control cost and increase efficiency.
- 2) Provide information on the company's sustainability efforts, and areas in which those efforts connect with the services covered by this ITN.
- 3) Please describe the process of producing "best value" for the University and its users, through small business & diversity programs.
- 4) Describe the approach you would use to work with any local Vendors in our market that we may engage to produce select creative or collateral materials.
- 5) Discuss ways in which the company might involve the University's students in the project(s).
- 6) Explain other creative offerings that would be available to the university through the company including financial incentives.

Tab 7: Additional Information

Provide any additional information that should be considered in this evaluation such as creative approaches that would be pertinent to this ITN or other services that your firm can provide to support the implementation and management of the NWRI initiative.

Tab 8: Concerns with Terms & Conditions

List any concerns/issues with specific contractual terms included in this ITN on Attachment B. List explicitly the term number and name that requires additional negotiation, with what the concern is.

4.1.2 Number of Proposal Copies to be Furnished

Submit one (1) hardcopy original of the initial response and one copy on PC compatible media (CD/DVD or USB flash drive), preferably in Word® and/or Excel®.

4.1.3 Bindings and Marking

Vendors shall ensure that the original and each copy are individually bound. When submitting more than one (1) proposal, vendors shall ensure that units are clearly marked; for example, as “Original of Proposal One”, “Copy One of Proposal One”, “Original of Proposal Two”, “Copy One of Proposal Two”, and so on.

4.1.4 Marking of Envelopes

Vendors shall ensure that the outer carton of the response must display clearly and conspicuously the following identifying information: ITN #: ITN22NH-110 Vendor Name: and Opening date and time: 09/15/2021 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, attachments 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: Nicola Heredia
Telephone No: 352-294-1155
E-mail Address: nheredia@ufl.edu

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

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

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

- Questions concerning this ITN must be submitted in writing and be received prior to 08/31/2021 5:30 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 08/31/2021 5:30 PM/ET.
- Inquiries about technical interpretations must be submitted in writing and be received prior to 08/31/2021 5:30 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 **08/31/2021 5:30PM ET**.

4.2.7 Pricing Proposal

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

The University may presume and hold as the vendor's final offer all pricing and/or revenue offerings, whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis, if not specified by the vendor. The University may accept or reject in part or entirely the vendor's pricing when such offerings are not on an all-or-none basis. The University prohibits the changing of pricing 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 shall be communicated in the vendor's proposal. The University may reject any proposal in which the pricing does not conform to such prescribed manner and method.

4.2.8 Revisions to the ITN

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

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

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

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

4.2.9 Attention to Terms and Conditions

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

4.2.10 Required Signature

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

4.2.11 Authority to Negotiate

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

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

4.2.12 Collusion Prohibited

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

4.2.13 Improper Business Relationships/Conflict of Interest Prohibited

In connection with this ITN, each vendor shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between or among the vendor, the University, and any

other party to this ITN. The University reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not vendor disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

Contractor represents that no University employee who has, or whose relative has, a relationship with Contractor, will violate the Code of Ethics for Public Officers and Employees, including, but not limited to F.S. Section 112.313(3) and (7) and F.S. 112.3185(6) thereof, by reason of Contractor entering into this Contract.

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

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

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

Contractor acknowledges and agrees that (a) all documents, studies, materials and information furnished to Contractor by University or University's affiliates in connection with the Services and (b) all reports, studies, plans, deliverables, strategies, materials and other documents and information developed or prepared for University in connection with the Services or which reflect any of the documents, studies, materials or information furnished to Contractor by University (the materials described in (a) and (b) are collectively referred to as the "Information") are and shall remain at all times confidential, proprietary, and the sole property of University. Contractor agrees that it shall not use the Information and will not share the Information with its employees, except as necessary to perform the Services. Contractor may not disclose Information to third parties unless it obtains University's written consent to such disclosure. In the event Contractor is required by subpoena or other judicial or administrative process or by law to disclose such records, Contractor shall (i) provide University with prompt notice thereof, (ii) consult with University on the advisability of taking steps to resist or narrow such disclosure, (iii) furnish only that portion of the information that is responsive to the request, (iv) comply with the requirements of all privacy laws applicable to the Information, which may include, but not be limited, to FERPA, and (v) reasonably cooperate with University in any attempt that University may make to obtain an order or other reliable assurance that confidential treatment will be accorded the records. Upon termination of this Contract or upon request by University, Contractor shall promptly return the Information to University. Notwithstanding the foregoing, if University will share or provide access to protected health information or "PHI" to Contractor for Contractor to perform the Services, University and Contractor will enter into a separate business associate agreement which will govern the confidentiality and non-use obligations of the Contractor regarding the PHI (in lieu of this provision). This provision shall survive the termination of this Contract.

5.0 DEFINITIONS

5.1 Agreement/Contract

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

5.2 Customer

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

5.3 May, Should

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

5.4 Must, Shall, Will

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

5.5 Proposal

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

5.6 Proprietary Information

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

5.7 Provider

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

5.8 Invitation to Negotiate (ITN)

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

5.9 Respondent

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

5.10 Response

Same as Proposal

5.11 Successful Vendor

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

5.12 Supplement Agreement

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

5.13 Supplier

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

5.14 University of Florida, UF or University

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

5.15 Vendor

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

5.16 Vendor's Proposal

Same as Proposal

5.17 Vendor's Response

Same as Proposal

6.0 AGREEMENT TERMS AND CONDITIONS

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

6.1 Actions of Successful Vendor

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

6.2 Advertising

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

6.3 Americans with Disabilities Act

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

6.4 Certification

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

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting Agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting Agreement. Any resulting Agreement may be subject to legal remedies provided by law. Vendor agrees to promote and offer to the University only those services and/or materials as stated in and allowed for under resulting Agreement(s).

6.5 Conflict of Interest

The award hereunder is subject to the provisions of Chapter 112, F.S. Vendors must disclose with the proposal the name of any officer, director, or agent who is also an employee of the University of

Florida. Further, all Vendors must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Vendor's firm or any of its branches.

6.6 Discrimination

An entity or affiliate who has been placed on the discriminatory list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a Vendor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.

6.7 Drug Free Workplace

The Successful Vendor agrees that in the performance of the Agreement, neither the Successful Vendor nor any employee of the Successful Vendor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the Agreement. The University reserves the right to request a copy of the Successful Vendor's Drug Free Workplace Policy. The Successful Vendor further agrees to insert a provision similar to this statement in all subcontracts for services required.

6.8 Equal Opportunity Statement

The State Universities have established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibit discrimination based on race, creed, color, sex, age, national origin, marital status or religion. To be considered for inclusion as a supplier under this agreement, the vendor commits to the following:

- A. The provisions of Executive Order 11246, September 24, 1966, and the rules, regulations, and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value.
- B. If the vendor expects to receive \$10,000 in orders during the first 12 months of this agreement, a complete certificate of non-segregated facilities shall be attached to the proposal response.
- C. If the vendor expects to receive \$50,000 in orders during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEO-1) must be filed prior to March 1 of each year.
- D. If the vendor expects to receive \$50,000 in orders during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the vendor, subject to review upon request by the user agencies of this agreement.

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

6.9 Federal, State, and Local Laws and Regulations

Successful Vendor is solely responsible for complying with all laws, ordinances, and regulations including but not limited to, those relating to taxes, licenses and permits, as they may apply to any matter under this ITN. The Successful Vendor must demonstrate that they are duly licensed by applicable regulatory bodies during the performance of the Agreement. Prior to the commencement of Agreement, the Successful Vendor shall be prepared to provide evidence of such licensing as may be requested by the University. Successful Vendor shall, at no expense to the University, procure and keep in force during the entire period of the Agreement all such permits and licenses.

In the performance of the Services, Contractor shall, at its own expense, at all times during the Term, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements. Contractor acknowledges and agrees that Contractor has and will at all times during the Term maintain all governmental permits, licenses, consents, and approvals necessary to perform the Services. Contractor shall also be solely responsible for and shall pay as required by law Contractor's income taxes, general excise taxes and any self-employment taxes.

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.

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

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

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

6.12 Liens

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

6.13 Modifications

This Contract may be modified or altered only by written agreement signed by both University and Contractor.

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. A copy of the University's Certificate of Exemption will be made available upon request.

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 suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. The employer of any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to be removed from the project site and from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

6.18 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

Except for subcontracting or delegation expressly contemplated in the scope of work set forth on Attachment A, Contractor shall not assign, transfer, delegate, subcontract, or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any right or obligation under this Contract, without the written consent of University, which consent may be withheld in University's sole discretion. Any such assignment, subcontracting or transfer is void. No subcontracting or other delegation shall in any event relieve Contractor of any obligation or liability of Contractor under this Contract

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, pandemic, 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 Intentionally Omitted

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.**

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

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

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

6.28 Protection of Property

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

Intellectual Property

- A. All works that are created pursuant to this contract ("Works") are works made for hire, and all rights and privileges attendant to the Works belong exclusively to the University. If a court of competent jurisdiction determines that any Work does not constitute a work made for hire, the Contractor hereby assigns to the University for no additional consideration all rights and privileges the Contractor has in the works, including all intellectual property rights, specifically those under copyright law.
- B. Paragraph A does not apply to Works that are not created through performance under this Contract ("Pre-existing works"). With respect to Pre-existing works used by the Contractor in

performance of this Contract, the Contractor shall obtain for the University at no additional charge a license to use Pre-existing works for the uses intended under this Contract, including the right to make derivative works. Paragraph A does apply, however, to any Works that are derivative of Pre-existing works.

- C. The Contractor warrants that it has full power and authority to transfer the rights granted by this Contract to the University and that use of the works by the University does not constitute an infringement or other violation of any copyright, trade secret, trademark, patent, non-disclosure, or other rights of any third party.
- D. Title and all rights and privileges to all graphics and material provided to the Contractor by the University in connection with this Contract remain the exclusive property of the University of Florida. The Contractor does not receive any title, rights, or privileges in those graphics or materials. The University grants to the Contractor a limited license in those graphics or materials only for the purpose of carrying out the Contractor's obligations under this Contract.

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

6.31 Intentionally Omitted .

6.32 No Waiver of Right by the University

No waiver by a party of any provision or breach of this Contract shall be deemed to have been made unless the same is in writing, and no waiver of any provision or breach of this Contract shall be deemed a waiver of any other provisions or breach. A party's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act.

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.

<u>Division</u>	<u>Asbestos Representative</u>	<u>Telephone</u>
Facilities Services	Assoc. Dir. Facilities Services	(352) 392-7793
Housing	Housing Maintenance Superintendent	(352) 392-2161
Reitz Union	Maintenance Superintendent	(352) 392-1614
IFAS	Engineer	(352) 392-6488

6.34 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

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

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, supplier, subcontractor, or consultant for the University of Florida for a period of 36 months from the date of being placed on the convicted list, a "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or any entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime (Rule 6C1-3.020 FAC).

6.40 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

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 Referencing of Orders

For each order issued against an agreement resulting hereunder, the University intends in good faith to reference this ITN for pricing, terms and conditions, delivery location, and other particulars. However, in the event the University fails to do so, the University's right to such terms and conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to the University.

6.42 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 be brought in Alachua County, Florida, and both parties consent to such jurisdiction and venue regardless of the residence of the parties at the time the action is commenced.

6.43 Intentionally Omitted

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 Successful Vendor to Package Goods

Successful Vendor will package goods in accordance with good commercial practice.

6.48 Termination

6.48.1 Convenience

Upon giving at least seven (7) days written notice, University may terminate this Contract, at any time, with no further obligation to Contractor, other than to pay for Services provided in compliance with this Contract prior to Contractor's receipt of the notice of termination. If Contractor defaults under this Agreement and does not cure its default within fourteen (14) days after written notice thereof, University may terminate this Contract. 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@edmgrou.com

Or by Fax:

1-570-496-5411

Or by Mail:

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

6.53 Travel

Any travel authorized by this Contract and being compensated separately shall be compensated in accordance with University's travel policy (<http://fa.ufl.edu/uco/handbook/handbook.asp?doc=1.4.14>) and Contractor shall be required to provide all back-up documentation required by the policy.

6.54 State Purchasing Requirements

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION [413.036](#)(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE CONTRACTOR SHALL BE DEEMED TO BE SUBSTITUTED FOR THE UNIVERSITY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED. This requirement applies only if any such nonprofit agency produces a product covered by this CONTRACT and can satisfy the terms of this CONTRACT with respect to price, quantity, quality, and delivery time. Any questions concerning available products should be directed to: Division of Vocational Rehabilitation Headquarters, 2002 Old St. Augustine Road, Building A, Tallahassee, Florida 32301-4862, (800) 451-4327 (Voice/TDD).

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION [946.515](#)(2), AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE CONTRACTOR CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR UNIVERSITY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED. This requirement applies only if the corporation produces a product covered by this CONTRACT and can satisfy the terms of this CONTRACT with respect to price, quantity, quality, and delivery time. Any questions concerning the corporation's ability to provide products or services should be directed to: Prison Rehabilitative Industries and Diversified Enterprises, Inc., 12425 - 28th Street North, Saint Petersburg, Florida 33716, (727) 572-1987.

6.55 Notices

All notices, consents, approvals and other communications (collectively, "Notices") which may be or are required to be given by either party shall be properly given only if made in writing and sent to the address of University or Contractor, as applicable, set forth in [Exhibit A](#), as the same is modified in accordance herewith, by hand delivery, U.S. Certified Mail (Return Receipt Requested) or nationally recognized overnight delivery service. Telephone and facsimile numbers and e-mail addresses are listed for convenience only. Either party may change its address for Notices by giving written notice to the other party in accordance with this provision.

6.56 Ownership of Work

All reports, studies, plans, deliverables, strategies, materials, discoveries, inventions, processes, designs, plans, trade secrets, data, information, documents and other work (collectively, "Work"), whether of a technical nature or not, made, developed or obtained by Contractor pursuant to this Contract or in connection with the provision of the Services shall be the sole and exclusive property of University and any copyrightable Work shall be deemed a "work made for hire" under the United States copyright laws. Should such Work not constitute a "work made for hire" under the United States copyright laws, Contractor hereby grants, transfers, assigns, and conveys to University and its successors and assigns, the entire right, title, and interest in the Work or any part thereof. At all times during and after the Term, Contractor shall assist University in obtaining and maintaining, for

University's benefit, copyrights and other relevant legal protections in the Work and Contractor shall execute and cause its subcontractors to execute such further instruments as University may reasonably require as evidence of ownership of such rights. Immediately upon termination of this Contract for any reason, all Work, in whatever form, shall be turned over to University. This provision shall survive the termination of this

6.57 Access to Work

University shall always have access to review the ongoing Work of Contractor for purposes of inspecting the same and determining that the Services are being performed in accordance with the terms of this Contract.

6.58 Independent Contractor

Contractor is and shall at all times remain an independent contractor, with sole control of the manner and means of performing the Services. Contractor shall have no authority to bind or commit University to any contract, representation or obligation to or with any third party or to incur any cost, expense, liability or other amount for or on behalf of University, and Contractor shall not act as or represent that it is the agent of University. Further, it is understood and agreed by the parties that nothing contained in this Contract shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Contract.

6.59 No Use of Name/Logos/Public Statements

Except with the prior written consent of the other party, no party shall, make any press or media announcement concerning this Contract, or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them. In the case of University, consent must be provided by its Vice President for University Relations or that position's designee.

6.60 Time of the Essence

Time is of the essence with respect to all provisions of this Contract in which a definite time for performance is specified.

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-110 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: _____

_____ Date: _____

Signature of Authorized Officer

Printed Name

Email: _____

ITN22NH-110

Closing Date: 09/15/2021

Closing Time: 3:00 PM/ET