



## **PROCUREMENT SERVICES**

### **Invitation to Negotiate for**

Industrial Autonomous Floor Cleaning Equipment and  
Related Services

Please mark all proposal submission envelopes with the  
following information:

ITN23KO-126  
Opening 3/30/2023 at 3:00 PM ET

# Contents

<b>1.0</b>	<b>STATEMENT AND SCOPE OF WORK</b>	<b>5</b>
1.1	Summary	5
1.2	Scope of Work	5
1.2.1	Autonomous Vacuum Product Requirements	5
1.3	Term of Agreement	6
1.4	Coverage and Participation	6
1.5	University Demographics	6
<b>2.0</b>	<b>EVALUATION PROCESS AND METHOD OF AWARD</b>	<b>7</b>
2.1	Method of Award	7
2.2	Selection, Negotiation, Additional Information	7
2.3	Pre-Award Presentations	7
2.4	Pre-Award Negotiations	8
2.5	Vendor Protest Procedure; Notice of Proposal Protest Bonding Requirement	8
2.6	Contractual Intent/Right to Terminate and Recommence ITN Process	8
2.7	Effective Period of Proposals	8
2.8	Proposal Acceptance/Rejection	8
2.9	Errors and Omissions in Vendors Proposals	8
2.10	Determination of and Information Concerning Vendor's Qualifications	9
2.11	Apparently Conflicting Information Obtained by Vendor	9
2.12	Rejection of Vendor Counter-offers, Stipulations and Other Exceptions	9
2.13	Vendor's Need to Use Proprietary Rights of the University	9
2.14	Public Record	9
<b>3.0</b>	<b>SCHEDULE OF EVENTS</b>	<b>9</b>
3.1	Intentionally Omitted	10
3.2	Intentionally Omitted	10
3.3	Special Accommodations	10
<b>4.0</b>	<b>PROPOSAL RESPONSE AND PREPARATION INSTRUCTIONS</b>	<b>10</b>
4.1	Proposal Format Organization	10
4.1.1	Response Format	10
4.1.2	Number of Proposal Copies to be Furnished	11
4.1.3	Bindings and Marking	11
4.1.4	Marking of Envelopes	12
4.1.5	Proposal Costs	12
4.1.6	Faxes or Emails Not Accepted	12
4.2	Requirements of Proposer for Response	12
4.2.1	Original ITN Document	12
4.2.2	Vendor's Understanding of the ITN	12
4.2.3	University Provides Information in Good Faith without Liability	12
4.2.4	Verbal versus Written Communication	12
4.2.5	Questions, Communications and Inquires between the University and Vendors	13
4.2.6	Addenda and the University's Response to Communications from Vendor	13
4.2.7	Pricing	14
4.2.8	Revisions to the ITN	14
4.2.9	Attention to Terms and Conditions	14
4.2.10	Required Signature	15

4.2.11	<i>Authority to Negotiate</i>	15
4.2.12	<i>Collusion Prohibited</i>	15
4.2.13	<i>Improper Business Relationships/Conflict of Interest Prohibited</i>	15
4.2.14	<i>Corrections, Changes, and Providing Information on Forms within the ITN</i>	15
4.2.15	<i>Intentionally Omitted</i>	16
4.2.16	<i>Anti-Kickback</i>	16
4.2.17	<i>Withdrawal of ITN</i>	16
4.2.18	<i>University's Right to Use Vendor's Ideas/Proprietary Information</i>	16
5.0	<b>DEFINITIONS</b>	17
5.1	Agreement/Contract	17
5.2	Customer	17
5.3	May, Should	17
5.4	Must, Shall, Will	17
5.5	Proposal	17
5.6	Proprietary Information	17
5.7	Provider	17
5.8	Invitation to Negotiate (ITN)	17
5.9	Respondent	18
5.10	Response	18
5.11	Successful Vendor	18
5.12	Supplement Agreement	18
5.13	Supplier	18
5.14	University of Florida, UF or University	18
5.15	Vendor	18
5.16	Vendor's Proposal	18
5.17	Vendor's Response	18
6.0	<b>AGREEMENT TERMS AND CONDITIONS</b>	18
6.1	Actions of Successful Vendor	18
6.2	Advertising	19
6.3	Americans with Disabilities Act	19
6.4	Certification	19
6.5	Conflict of Interest	19
6.6	Discrimination	19
6.7	Drug Free Workplace	19
6.8	Equal Opportunity	19
6.9	Federal, State, and Local Laws and Regulations	20
6.10	E-Verify Compliance; Unauthorized Alien Workers	20
6.11	Inspection, Audit and Reporting	20
6.12	Liens	21
6.13	Modifications	21
6.14	Non-Discrimination	21
6.15	Ownership of Documents	21
6.16	Sales and Use Tax	22
6.17	Sexual Harassment	22
6.18	Supplier Diversity Program	22
6.19	Tobacco Free Campus Policy	22
6.20	Sustainability Preferences	22
6.21	Assignment-Delegation	22
6.22	Assignment of Anti-Trust Overcharge Claims	23
6.23	Date for Reckoning Prompt-Payment Discount	23
6.24	Force Majeure	23
6.25	Furnish and Install	23

6.26	Indemnification/Hold Harmless; Liability .....	23
6.27	Insurance Requirements .....	24
6.28	Protection of Property .....	24
6.29	Labor Disputes .....	25
6.30	Laws and Regulations .....	25
6.31	No Replacement of Defective Tender .....	25
6.32	No Waiver of Right by the University .....	25
6.33	Intentionally Omitted .....	25
6.34	Parking and Identification Badges .....	25
6.35	Payment Terms .....	26
6.36	Price Adjustment .....	26
6.37	Prior Course of Dealings .....	26
6.38	Intentionally Omitted .....	26
6.39	Public Entity Crime .....	26
6.40	Public Records .....	26
6.41	Referencing of Orders .....	27
6.42	Remedies and Applicable Law .....	27
6.43	Right of Inspection .....	27
6.44	Right of Offset .....	27
6.45	Shipment Under Reservation Prohibited .....	27
6.46	Specifications: Brand Name or Acceptable Alternate .....	27
6.47	Successful Vendor to Package Goods .....	28
6.48	Termination .....	28
6.48.1	<i>Convenience</i> .....	28
6.48.2	<i>Default</i> .....	28
6.48.3	<i>Gratuities</i> .....	29
6.48.4	<i>Insolvency</i> .....	29
6.48.5	<i>Lack of Funds</i> .....	29
6.48.6	<i>Stop Work Order</i> .....	29
6.48.7	<i>Suspension or Debarment</i> .....	29
6.48.8	<i>Continuation of Performance Through Termination</i> .....	30
6.49	Title and Risk of Loss .....	30
6.50	Warranties .....	30
6.51	Payment Card Industry Data Security Standard .....	30
6.52	Payment and Invoice Information .....	30
6.53	Travel .....	30
6.54	State Purchasing Requirements .....	30
6.55	Notices .....	31
6.56	Ownership of Work .....	31
6.57	Access to Work .....	31
6.58	Independent Contractor .....	32
6.59	No Use of Name/Logos/Public Statements .....	32
6.60	Intentionally Omitted .....	32
6.61	Construction of Contract .....	32
7.0	Certifications and Forms .....	33
7.1	Certification of Proposal .....	33

## 1.0 STATEMENT AND SCOPE OF WORK

### 1.1 Summary

The University is seeking proposals from qualified firms that can provide, for lease and/or purchase, autonomous robot vacuum and floor cleaning devices and related maintenance, training, and support services, targeting industrial and commercial environments,

### 1.2 Scope of Work

Commercial autonomous cleaning devices, for purchase and/or lease, including all associated supplies and services, for various facilities at the University. These facilities may include moveable and/or fixed objects on various types of flooring, including but not limited to vinyl composite tile (VCT), carpeting, and ceramic, quartz and porcelain tiles. Coverage areas where the devices may be used will vary. Areas may be as large as 100,000+ sq. ft. where others may be as small as 5,000 sq. ft.

Proposal should include the devices, charging stations, software and software upgrades, supplies, maintenance, onsite training, technical support and any other associated products or service required to successfully operate the devices.

All proposed devices and/or services require “data privacy protection” software, whereby the communication between the robotic units and the cloud platform are focused on protecting the University’s privacy. The Vendor guarantees that any devices navigation cameras are for positioning purposes and obstacle avoidance only, and no images are stored inside the unit or uploaded by any means or can be extracted in any way.

The product requirements listed below are for specific autonomous vacuum cleaner devices, however the University is interested in all lines of commercial autonomous cleaning devices available, including but not limited to vacuums, scrubbers, and sweepers. Vendor proposals should include all lines of commercial autonomous cleaning devices available for purchase and/or lease.

#### **1.2.1 Autonomous Vacuum Product Requirements**

- **Navigational Options:** (Mapping, Obstacle System, Path Planning, Edge Cleaning)
  - Visual SLAM (Simultaneous Localization and Mapping)
  - 2D LiDAR, 3D LiDAR, 3D Depth Camera (Light Detection and Ranging)
  - Infrared, Ultrasonic, 3D and/or 2D Sensors (drop-offs, bump, wall, elevation, etc.)
  - 3D Cameras (only face blurring technology permitted)
  - Object avoidance capability
- **Maximum Cleaning Productivity:** 8,000 to 10,000 square feet per hour.
- **Cleaning Width:** Minimum 14 inches.
- **Minimum Battery Time:** 2 to 3 hours.
- **Automatic Charging:**
  - Robot returns to charging dock when battery is low.
  - Robot continues unfinished task automatically when finished charging.
- **Diagnostic and Tracking:** Provides cleaning metrics.
- **Noise Level:** 60 to 70 decibels.

### **1.3 Term of Agreement**

The term of this Agreement will be for an initial period of four years, with an option to renew based on satisfactory performance and the written approval of both parties for up to two additional four-year periods.

### **1.4 Coverage and Participation**

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

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

### **1.5 University Demographics**

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

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

UF has a long history of established programs in international education, research and service. It is one of only 17 public, land-grant universities that belong to the Association of American Universities, the higher-education organization comprising the top 62 public and private institutions in North America. UF is consistently ranked among the nation's top universities: No. 5 in U.S. News & World Report's "Top Public Schools" (2020); No. 2 in Kiplinger's "Best Values in Public Colleges" (2017); and No. 3 on the Forbes list of best value public universities (2019). Additionally, UF ranked No. 6 in the New York Times list of universities that do the most to help low-income students (2015) and No. 3 in the Milken Institute's ranking of Best Universities for Technology Transfer.

As the state's oldest and most comprehensive university, tracing its beginnings to a small seminary in 1853, UF is now among the nation's most academically diverse public universities. with an enrollment of 54,000 students annually. UF is home to 16 colleges and more than 170 research centers and institutes and offers nearly 300 graduate degree programs. Only five other universities nationwide have as many programs of study on one campus as the University of Florida.

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

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

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

## 2.0 EVALUATION PROCESS AND METHOD OF AWARD

### 2.1 Method of Award

The evaluation of each response to this ITN will be based on its overall competence, compliance, format, and organization. The Award shall be made to a pool of responsive and responsible vendors whose proposals are 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/>

#### Evaluation Criteria

Vendor proposals will be evaluated based upon how well each Vendor's plans meet the University's needs. Specific consideration will be given to the following responses in no particular order or weighting:

- Product offering and capabilities
- Vendor organization and resources
- Vendor experience, references, and distribution capabilities
- Vendor training and support resources
- Vendor maintenance capabilities
- Pricing (Purchase and Lease)
- Additional related product or services offered
- Sustainability options
- Acceptance of UF's terms and conditions

### 2.2 Selection, Negotiation, Additional Information

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

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

### 2.3 Pre-Award Presentations

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

## **2.4 Pre-Award Negotiations**

The University reserves the right to negotiate prior to award with vendors for 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.

3/1/2023	Issuance of ITN
3/10/2023 – 5:00 PM ET	Technical Questions/Inquiries Due
3/17/2023	Reponses to Inquires sent out
3/30/2023 – 3:00 PM ET	ITN Closes/Opening of Proposals

**3.1 Intentionally Omitted****3.2 Intentionally Omitted****3.3 Special Accommodations**

If special accommodations are needed in order to attend the proposal opening, contact 352-392-1331 or email at [procurement@ufl.edu](mailto:procurement@ufl.edu) three (3) business days prior to the 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  
 ITN#: ITN23KO-126  
 Vendor Name:

on or prior to **3/30/2023 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 and one (1) 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, name, vendor name and due date and is sealed; submit one (1) original and one (1) copy of the vendor's proposal in hard copy form.
- The offer's response must include the information and required submittals described, tabbed and numbered as shown below, with all information appearing in the Tab in which it was requested.
- Questions and requests for information may not be rearranged, regrouped, or divided in any way.
- All information and required submittals requested MUST BE in 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.
- 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/or signed and completed acknowledgement forms for any addenda issued. Contact name(s) and title(s) of the individual(s) responsible for the company's proposal and negotiation during this ITN process. Include the Organizational chart beginning with your account management team through CEO of your company.
  - **Tab 2:** A one to two-page executive summary of the vendor's proposal, including brief descriptions of the company's expertise procuring a contract the size and scope described in the ITN, and how the vendor plans to address the University's requirements.
  - **Tab 3:** A listing of the company's customers similar in size and scope, both current and past customers, including any customers within the State of Florida, particularly within institutions of higher learning. List must include the name, address, telephone, and email address of the client contract administrator.
  - **Tab 4:** Detailed description of all products, training, maintenance, services and support offered. Include the firm's number of years in service and current distribution model.
  - **Tab 5:** Pricing proposal for all devices for available for lease. Provide lease pricing for one, two, three and four years. Include any additional related products and/or services available for lease. Describe any financial considerations and flexibility of the vendor.
  - **Tab 6:** Pricing proposal for all devices for purchase and all related services. Describe any financial considerations and flexibility of the vendor.
  - **Tab 7:** Describe the process of producing "best value" for the University and its users, through creative marketing, small business & diversity programs, "green" initiatives, and/or other programs.
  - **Tab 8:** Provide an itemized list of concerns with the University's terms and conditions and, where appropriate, suggest preferred alternate language. UF will not negotiate terms not identified at the time of submittal.

#### **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®, along with one (1) hardcopy marked "Copy".

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

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

This Contract shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective permitted successors and assigns.

#### **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 #: ITN23KO-126  
Opening date and time: **3/30/2023 3:00 PM ET.**

#### **4.1.5 Proposal Costs**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Questions concerning this ITN must be submitted in writing, and be received prior to 3/10/2023 5:00 PM ET.
- Errors and omissions in this ITN and enhancements. Vendors shall bring to the University's attention any discrepancies, errors, or omissions that may exist within this ITN. Vendors shall recommend to the University any enhancements in respect to this ITN, which might be in the University's best interests. These must be submitted in writing and be received prior to 3/10/2023 5:00 PM ET.
- Inquiries about technical interpretations must be submitted in writing, and be received prior to 3/10/2023 5:00 PM ET.
- Inquiries for clarifications/information that will not require addenda may be submitted verbally to the Procurement Staff named above at any time during this process.
- Verbal and/or written presentations and pre-award proposals under this ITN.
- Addenda to this ITN.

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

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

The University will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within five (5) University business days.

**All addenda will be posted to our web site only:**

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

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

The University may not respond to any questions/requests for clarification that require addenda, if received by the University after 3/10/2023 5:00 PM ET.

**4.2.7 Pricing**

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

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

**4.2.8 Revisions to the ITN**

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

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

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

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

**4.2.9 Attention to Terms and Conditions**

Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this ITN. The successful Vendor is expected to enter into a form of agreement. The University agreement terms and conditions included in this ITN are intended to

be incorporated into this agreement. PROPOSALS THAT ARE CONTINGENT UPON ANY CHANGES TO THESE TERMS AND CONDITIONS MAY BE DEEMED TO BE NON-RESPONSIVE AND MAY BE REJECTED (within the University's sole discretion).

#### **4.2.10 Required Signature**

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

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

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

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

#### **4.2.12 Collusion Prohibited**

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

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

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

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**

University of Florida is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or physical or mental disability. **The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), (or for construction contractors, 41 CFR § 60-4.3(a)), 60-300.5(a) and 60-741.5(a), and Executive Order 11246, as amended. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to the aforementioned protected groups.**

#### **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.

Reports will include but are not limited to the following.

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

- PO Number
- Quote Number
- Invoice Number
- Invoice Date
- Lease Quote
- Lease Term
- Begin/End Date of Lease
- Ordered by (UF Department)
- Order Date
- Delivery Date
- Item Description
- Purchase/Monthly Lease Price
- Other Organizations: Total dollar value of purchases, leases, and total of orders through University agreement to other institutions
- Savings to University through vendor discounting - special offers such as volume discounting

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**

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, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the party in question.

#### **6.25 Furnish and Install**

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

#### **6.26 Indemnification/Hold Harmless; Liability**

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

made against any and all intellectual property supplied by Successful Vendor and third party infringement under the Agreement.

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

## **6.27 Insurance Requirements**

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

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 No Replacement of Defective Tender**

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

#### **6.32 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 Intentionally Omitted**

#### **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 may be considered annually, at the end of each one-year period. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the one-year 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.

Price adjustments necessitated by volatility of the marketplace: The University may, in its sole discretion, make an equitable adjustment in the contract term and/or pricing, if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace; that is, by circumstances that satisfy all of the following criteria: 1) The volatility is due to causes wholly beyond the vendor's control, 2) The volatility affects the marketplace or industry, not just the particular vendor's source of supply 3) The effect on pricing or availability of supply is substantial and 4) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship. The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the University. All requests for price adjustments must be made in writing to the UF Procurement ([procurement@ufl.edu](mailto:procurement@ufl.edu)) at least sixty (60) days before they are requested to take effect.

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

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

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

**6.41 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 Right of Inspection**

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

**6.44 Right of Offset**

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

**6.45 Shipment Under Reservation Prohibited**

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

**6.46 Specifications: Brand Name or Acceptable Alternate**

Where in these specifications reference is made to materials, trade names, catalog numbers or articles of certain manufacture, it is done for the sole purpose of establishing a basis of a comparable standard of quality, performance, characteristics desired and is not intended to limit or restrict competition. It shall be understood that such method of specification description is not intended to

exclude other processes, similar designs, or kinds of materials, but is intended solely as a means of establishing a standard of comparison to be utilized for solicitation evaluation purposes. Other material or product may be used, if in the sole opinion of the University, they are equal in durability, quality and of a design in harmony with the intent of these specifications. Such other material or product which is substantially equivalent to those specific brand(s) specified shall qualify for solicitation evaluation and award consideration by the University. The University reserves the right to reject any substitute material or product which, in its opinion, does not meet the standard of quality established by reference in these specifications and is not considered an acceptable alternate for the intended use and purpose. The burden of proof as to meeting the requirements of these specifications shall be the responsibility of the submitting vendor. Such proposer(s) who is offering any material or product other than the item(s) specified herein must submit with their solicitation response catalog cuts and detailed specifications which will completely describe the item(s) on which they are offering for an acceptable alternate determination by the University. Where the proposer proposes to substitute a material or product which is not known to the University, he/she shall be prepared to submit samples on request for the University's inspection and evaluation. The cost of transportation, both ways, of such samples shall be borne by the submitting proposer.

#### **6.47 Successful Vendor to Package Goods**

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

#### **6.48 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@trustflows.com](mailto:UFL.invoices@trustflows.com)

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 (<https://www.fa.ufl.edu/departments/travel/>) 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 UNIVERISTY 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, 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 contract.

#### **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 Intentionally Omitted**

#### **6.61 Construction of Contract**

The language and all parts of this Contract shall be construed according to its fair meaning and not strictly for or against any of the parties hereto. University and Contractor have agreed to the use of the particular language of this Contract, and any question regarding the meaning of this Contract shall not be resolved by any rule providing for interpretation against the party who caused the uncertainty to exist or against the draftsman. Unless the context indicates otherwise, (i) the terms "hereof", "hereunder", "herein" and similar expressions refer to this Contract as a whole, (ii) the singular shall include the plural and the masculine gender shall include the feminine and the neuter, and (iii) all references to sections and subsections shall be deemed references to the sections and subsections of this Contract. The section headings in this Contract are for convenience only and do not alter, amend, define, limit or otherwise affect the terms set forth herein. If any provision of this Contract is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this Contract will not be affected, and in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision will be added as a part of this Contract that is as similar to the illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. All negotiations, considerations, representations, and understandings between University and Contractor are incorporated herein. This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof. This Contract may be executed in multiple counterparts, each of which shall be deemed a duplicate original, but all of which taken together shall constitute one and the same instrument.



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 # ITN23KO-126 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 pf the below and provide information if required)

\_\_\_ There is no trustee or employee of the University of Florida who has or whose Relative has an Interest in the entity or entities making this proposal or who is a natural person making this proposal.

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

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

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

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

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

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

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

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

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

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

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

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

Signature of Authorized Officer

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

Printed Name