PURCHASING SERVICES

Invitation to Negotiate for

Waste Stream Solutions for
The University of Florida,
Shands Teaching Hospital & Clinics, Inc.
&
University Athletic Association

Please mark all proposal submission envelopes with the following information:

ITN12EM-141
Opening 6/18/2012
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1.0 STATEMENT AND SCOPE OF WORK

1.1 Summary

The University of Florida, Shands Teaching Hospital and Clinics, Inc. and University Athletic Association are working together to find vendor(s) interested in being part of a team and finding innovative changes and solutions to the current Waste Stream Product processes that will bring all the institutions closer to the ultimate goal of Zero Waste by 2015.

The University of Florida (UF), Shands Teaching Hospital and Clinics, Inc. (Shands) and University Athletic Association (UAA) are soliciting proposals from interested vendors to furnish solutions to the removal, disposal and management of their combined Waste Stream Products. This includes all Waste Stream Products and, for the purpose of this Invitation to Negotiate, 'Waste Stream Product' is defined as those products which are being discarded, intend to be discarded or required to discard and includes those products sorted as commodities, bundled for sale or that end up as residual, with the exception of Hazardous Waste and those Waste Products handled directly by UF, to the maximum diversion possible.

Further, these Waste Stream Products may include and are not necessarily limited to: Refuse; Construction Debris; Carpet; Re-usable Products (furniture/mattresses/etc.); Food Scrap; Paper Recycling (and Collection); Document Destruction Services; Glass, Plastic & Metal Recycling; Scrap Metal Recycling; Woody & Vegetative Waste; Biomedical Waste; Miscellaneous Plastic Recycling; E-waste & other Technical Components; and any and all other excepting Hazardous.

UF, working with Shands and UAA, currently recycles in excess of 36% of the Waste Stream Products as a whole, and have a number of reuse programs in place. As part of our effort to be Zero Waste by 2015, we seek vendors who are engaged in creating innovative changes and solutions to move toward this goal. We expect the chosen vendor(s) to show a proactive and long-term commitment to waste reduction and recycling with improvement of at least 15% a year per commodity, to the maximum diversion possible.

It is the expectation of UF, Shands and UAA that vendors will submit best value proposals (including any revenue-generating opportunities and agreeing to negotiate a separate sponsorship contract with UAA and their representatives) that can provide Waste Stream Product Management by improving today's processes and what the vendor can offer for the future goals of Zero Waste, reducing the carbon footprint of all organizations and providing innovative and forward thinking solutions to 'Waste' and be prepared to negotiate the proposals to make the Institutions more efficient, sustainable and cost-effective.

UF, Shands and UAA have included a copy of the Waste Audit performed for UF in 2009. Please note that this audit reflects the state of the Waste Stream for UF in 2009 only and more than likely does not reflect the current state of the Waste Stream. It is recommended that the Successful Vendor be prepared to perform independent Waste Audit(s) to determine for themselves the state of the Waste Stream Products of each institution when feasible. The results of any Audit should be included in the Proposal if they are performed before closing of the ITN.

Please note that if an Audit is performed at UF before the Fall Semester begins then the Audit may not reflect the 'peak' of certain Waste Streams for UF.

If no Waste Audits are performed before the closing of the ITN, then the Successful Vendor will also consider that they will need to perform Waste Audits as soon as possible after closing. If possible, the results of these Audits should be available for the Vendor Presentations/Negotiations. Note that it is expected that Waste Audits are performed on a regular basis.

Award of this contract will be based on the best value solution or solutions proposed by vendor or vendors to any or all parts of the Waste Stream Products that will improve service.
levels and increase efficiencies of UF, Shands and UAA while at the same time incorporating Zero Waste goals.

Vendors are encouraged to look beyond the current organization and current Business Processes of the Waste Stream Products and also recognize that at times it is advantageous to all parties when vendors work collaboratively to present joint proposals.

When in the best interest of UF, Shands or UAA; successfully negotiated and awarded proposals for Waste Stream Product solutions will not necessarily be subject to immediate implementation nor be dependent on other Waste Stream Product solutions being awarded. Implementation of awarded proposals will be at the discretion or necessity of UF, Shands or UAA and will be part of the negotiation period.

1.1.1 Scope of Work

UF, Shands and UAA Waste Stream Products have been categorized as shown below but to reiterate, we seek team players interested in finding innovative changes and solutions to the reuse, recycling, or other methods of disposal of these Products that will bring us closer to the ultimate goal of Zero Waste by 2015 while at the same time be cost-effective.

- WASTE STREAM PRODUCT: Refuse (Attachment A)
- WASTE STREAM PRODUCT: Construction Debris (Attachment A)
- WASTE STREAM PRODUCT: Carpet (Attachment A & B)
- WASTE STREAM PRODUCT: Food Scrap (Attachment A)
- WASTE STREAM PRODUCT: Paper Recycling (and Collection) (Attachment C)
- WASTE STREAM PRODUCT: Document Destruction Services (HIPPAA) (Not currently part of this solicitation)
- WASTE STREAM PRODUCT: Glass, Plastic & Metal Recycling (Cans/Bottles/Misc. Plastics) (Attachment H)
- WASTE STREAM PRODUCT: Scrap Metal Recycling (Attachment D)
- WASTE STREAM PRODUCT: Woody & Vegetative (Attachment A & E)
- WASTE STREAM PRODUCT: Biomedical Waste (Business processes will be added later as an Addendum ‘Attachment F’)  
- WASTE STREAM PRODUCT: E-waste Product (Attachment G)
- WASTE STREAM PRODUCT: Reusable Items (Not currently part of this solicitation)
- 2009 WASTE AUDIT - UF: This is a copy of the Waste Audit performed at UF in 2009 (Attachment I)

NOTE: Waste Stream Products are not fixed and can be added to or deleted as required or as deemed necessary. Any changes will be posted as Addenda to this ITN.

The Attachments shown above contain the current Business Processes for the different Waste Stream Products, not the desired, most cost effective, best value or most innovative processes available now nor what may be available in the future. The Attachments do not include those processes currently handled directly by UF.

Vendors are encouraged to review these processes as they are now but submit proposals that address the desired goals, not the current Business Processes.

1.1.2 Expectation of Proposals

Included in the Attachments are the current Resources and Business Processes of the Waste Stream Products at UF, Shands and UAA. It is recognized that these current methods may not be efficient, cost effective nor best value and therefore proposals based on this ITN need to be innovative, inclusive and look to the best interests of all parties.
Vendors are expected to be proactive in seeking out and bringing forward new and innovative recycling opportunities for consideration. Vendor proposals will provide an overall description of project approach; detailing collection, processing (timing, vehicle use, handling, and infrastructure), destinations and residuals (that will or could result). Also to be included are the electronic methods or proposed methods of reporting and billing that will address the current and future requirements of UF Office of Sustainability and UF Physical Plant Department and Shands Physical Plant Management and UAA Physical Plant Management for data management, process improvement, billing and invoice payment.

The reporting requirements are an important part of the process. The goal of Zero Waste requires complete reporting of all aspects of the final breakdown or destination of UF, Shands and UAA Waste Stream Products and vendors are required to be able to produce reports that address these. Basically, what happened to it after it left UF, Shands or UAA?

Also, reporting breakdown by pick-up locations, amounts or weight collected, recycled content, contaminated loads or other to-be-determined or negotiated criteria are important for the departments to assess costs and revenues, make sure of payments and assure proper billing.

Please see Section 1.1.3 Commodities and Residual Reporting, Other Expectations for further information.

Please provide strategies for collaborating with UF, Shands and UAA to develop the right number, type, size and labeling of bins/collection locations for a given stream over time.

UF, Shands and UAA at their sole discretion may be willing to negotiate proposals that result in vendor owned structures on UF-owned property for warehousing commodities and limited sorting; or other arrangements that may be found beneficial. All aspects for this type of proposal will be part of the negotiation process, including final ownership of structures and equipment, insurance, direct and indirect costs, etc.

UAA, and their representative, is responsible for negotiating sponsorship contract(s) with vendor(s). Agreeing to a sponsorship contract with UAA is required for Award consideration if the vendor’s or vendors’ Waste Stream Product solution(s) are used by UAA.

Regardless of the current Waste Stream Product classification and current method of disposal, recycling or reuse described in the Attachments, Vendors are expected to propose up-to-date full recycling/re-use solutions for the following:

- 1-7 plastics
- Metals, including aluminum and bi-metal (tin)
- Organics, including woody waste, pre- and post-consumer food waste (that contains dairy and meat products), soiled paper and compostable products
- Paper, including white, colored, junk mail, fiberboard, pasteboard, boxboard, corrugated cardboard, and shredded paper
- Glass (all colors)

Additional Waste Products of high concern are:

- Brittle plastics and non-tub or small neck rigid plastics
- Film and shrink wrap
- Styrofoam and other polystyrenes
- Furniture and other bulky items
Vendors are to keep in mind UF, Shands and UAA priorities and will include in their proposals explanations pertaining to:

- Best Value
- Efficiency
- Cost and Cost Reduction
- Zero-Waste Goals
- Priority Ranking of End-use (highest to lowest):
  a. Reuse
  b. Recycling
  c. Down Cycling (into a lesser recycled product)
  d. Landfill
  e. Incineration or Waste-to-Energy

- Priority Ranking of Process/End-use Locations (highest to lowest):
  a. Local
     i. Alachua County
     ii. North Central Florida
     iii. Florida
  b. Domestic
     i. Southeast
     ii. United States
     iii. North America
  c. International

1.1.3 Commodities and Residual Reporting, Other Expectations

For all Waste Stream Products, including those sorted as commodities, bundled for sale, or that end up as residual, the contractor/vendor must provide information regarding the following (for the past 12 months and at least monthly, if not otherwise specified, during the contract period):

- The destination, including location and end use for the full tonnage collected from UF, Shands and UAA, by commodity
- Any current buying agreements/exclusive arrangements and the length of agreements, changes to these agreements
- Weekly weights and mileage by collection stream (I.E. MSW, comingled recycling, paper, cardboard, etc.)
- Quarterly container weights by location
- % full by volume for all hand-collection locations (Scale: 0-5%, 5-25%, 25-50%, 50-75%, 75% or more)
- Total residuals - % of total waste stream and what % of commodities sold end up as residuals/rejects for buyer (residual being defined as waste that is down to the final part that cannot be reused, recycled, down-cycled or otherwise used before final disposal)
  o Deviations in recycling/residual percentages with justification
- Disposal means for all residual Waste Stream Products

Vendors will understand that advances in technologies and processes will result in changes to the operations and methods employed. Any change in use of Waste Stream Products, such as changing from land-filling to Waste-to-Energy (WTE) or changing from traditional recycling of plastics to conversion into fuel, will be subject to UF, Shands’ and UAA right to have their streams excluded from or included in the new process with no negative cost impact to them. All potential changes should be provided to the Zero Waste Coordinator prior to the change for approval.
Vendors will understand that failure to comply with agreed upon terms and conditions, services, reporting or any other parts of negotiated and finally accepted proposals could result in penalties to the Vendor. Monitoring, Audits, reports and other forms of review will be used to ensure compliance with any Agreement arising from this solicitation.

Vendors are encouraged to investigate the needs and desires of UF, Shands and UAA in relation to the levels of service necessary for customer satisfaction before presenting their proposals. There are several unique situations at UF, Shands and UAA that may not relate to each other, even in the same Waste Product Stream, and it is the Vendor’s responsibility to understand and address this in their proposal(s).

To recap, these Waste Stream Products and their processes are indicative of the current methods, processes and ways of doing business. UF, Shands and UAA are looking for best value proposals and team players that can provide Waste Stream Product Management that works toward the goal of Zero Waste for now and in the future. It is perfectly acceptable and encouraged for participating vendors to submit proposals for negotiation that offer different solutions; such as but not limited to combining Waste Stream Products, other methods or processes, joint vendor partnerships, revenue generating ideas, etc. Sponsorship with UAA is required for Waste Stream solutions used by UAA and be reminded that Award date is not indicative of Implementation date nor are the various Waste Stream Products subject to same-date award or implementation.

1.2 Term of Agreement

The term of any Agreement depends upon the Waste Stream Product selected and will be negotiated as part of any Award. An example of Term duration expectations would be: ‘for an initial period of 3 (three) years, dates of service to be determined by Product Award Implementation Date, with an option to renew based on satisfactory performance and the written approval of both parties for up to 3 (three) additional 1 (one) year periods. This is an example and the actual term of any Agreement will be part of the negotiation process.

1.3 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, Shands Teaching Hospital and Clinics, Inc. and University Athletic Association, and can be extended to any other institution, department, clinic, outreach, or other associated entity should they desire to participate.

With the consent and agreement of the Successful Vendor, other public universities, community colleges, district school boards, other educational institutions, and other governmental agencies may assess an Agreement resulting from this solicitation issued and administered by the University of Florida. UF should be notified of additional participation but signature approval of UF is not required.

UF, Shands and UAA reserve 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.

1.4 Participants Demographics

1.4.1 University of Florida

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

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

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

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

1.4.2 Shands Teaching Hospital and Clinics, Inc.

Shands Teaching Hospital and Clinics, Inc. is private, not-for-profit and affiliated with the University of Florida Health Science Center campuses in Gainesville and other locations. Shands is comprised of one teaching hospital, which encompasses a children’s hospital and cancer hospital; two specialty hospitals; a homecare agency; and outpatient services including several rehab centers in Gainesville. Shands HealthCare is also affiliated with numerous University of Florida physician outpatient practices located throughout north central Florida.

The approximately 1,500 UF faculty and community physicians on our medical staff provide care in more than 100 specialty and subspecialty medical areas, from primary care to highly complex care, including cancer, cardiovascular, neurology, neurosurgery, pediatrics and transplantation services. Patients come to Shands from all 67 Florida counties, throughout the nation and more than a dozen countries each year.

The multi-disciplinary teams of UF physicians along with Shands’ approximately 12,000 employees and more than 1,000 volunteers contribute to our health system’s excellent reputation for quality care and service. They share a common vision referred to as “the Science of Hope.”

1.4.3 University Athletic Association

University Athletic Association is private, self-funded, not-for-profit responsible for the intercollegiate athletics program at the University of Florida. Self-governing, UAA’s Athletic Director reports directly to the President of the University and retains overall responsibility for the health and stability of the program. In addition, the UAA is governed by a Board of Directors who provide guidance and direction through approval of policies, procedures and the budget. The UAA has developed a mission statement that was adopted by the Board of Directors to provide goals and objectives in the development and delivery of the athletics program at the University of Florida. This “vision” provides the road map for the University’s commitment to be second to none in the area of intercollegiate athletics.

The UAA supports 21 athletic programs with approximately 480 student athletes and 320 full time employees at any time. The UAA maintains nine facilities and 20 acres of athletic fields in the heart of the UF campus along with sharing in the responsibility for the Stephen C. O’Connell Center and the Academic Advisement Center. Since 1990 the UAA has contributed more than
$61,000,000 to the University in the pursuit of its academic endeavors and takes great pride in
the pursuit of attaining the meaning of the true “student athlete”.

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. After negotiations, the Award shall be made to the responsive and responsible vendor whose proposal is determined to be the most advantageous to the University of Florida, Shands Healthcare and University Athletics Association, taking into consideration the following evaluation criteria listed below. Pricing may be a criterion. However, UF, Shands and UAA are under no obligation whatsoever to select as most responsive the proposal that demonstrates the lowest pricing or highest revenue.

Evaluation Criteria

Vendor proposals will be evaluated based upon how well each Vendor’s plans meet UF’s, Shands’ and UAA’s needs. Specific consideration will be given to the following responses in no particular order of importance:

- **Organization/References & Job Experience/Financials** – the successful Vendor is one that has a list of accomplishments showing success in their area of expertise along with the knowledge and experience to guarantee success of their proposal as well as the financial stability to follow through

- **Value vs. Cost** – the successful Vendor will propose solutions that, if not reducing costs or provides revenue, brings an added value to the process in reaching the goals of UF, Shands and UAA

- **Service Level and Efficiency Increases** – as indicated by the current processes described in the Attachments, there are necessary and desired increases in services levels and the successful Vendor will strive to provide a proposal that addresses these additional requirements

- **Cost/Cost Reduction/Revenue Generation/Sponsorship** – it is very important to consider that costs must be reduced or offset by or changed to revenue generation solutions; in addition, those Waste Stream Product solutions that include UAA participation require a separate sponsorship agreement to be negotiated directly with UAA and their representatives

- **Innovation/Zero Waste Initiatives** – the successful Vendor will answer this question: ‘How does my proposal provide UF, Shands and UAA with the latest and greatest solutions to increase service levels, reduce the carbon footprint and get both institutions closer to the goal of Zero Waste but at the same time remain cost effective, both now and in the future?’

- **End-use Solutions** – cost effective, innovative solutions that help reduce the Waste Stream Products going to landfills or other undesirable locations

- **Auditing Processes** – the successful Vendor will be amenable to both internal and external audits, which may include but are not limited to financial audits, waste audits and performance audits, and the reporting of these to UF, Shands and UAA

The successful Vendor will be the one that ensures compliance to the spirit of the this ITN where UF, Shands and UAA are attempting to provide exemplary service and at the same time reducing the carbon footprint and moving towards the ultimate goal of Zero Waste but remain within a reasonable cost. To accomplish this, the successful Vendor has noted the Evaluation Criteria and presented their solutions in the proper format as described in **Section 4.1 Proposal Format Organization**.
Vendors whose proposals are not accepted will be notified after a contractual agreement exists between UF, Shands and UAA and the selected proposer or when UF, Shands and UAA reject all proposals.

### 2.2 Selection, Negotiation, Additional Information

Although UF, Shands and UAA reserve the right to negotiate with any vendor or vendors to arrive at their final decision and/or to request additional information or clarification on any matter included in the proposal, they also reserve the right to select the most responsive vendor or vendors without further discussion, negotiation, or prior notice. UF, Shands and UAA may presume that any proposal is a best-and-final offer.

### 2.3 Pre-Award Presentations

UF, Shands and UAA reserve the right to require presentation(s) as well as negotiation meeting(s) 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

UF, Shands and UAA reserve 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
- Sponsorship (separate negotiation(s) directly between vendor(s) and UAA representatives)

### 2.5 Notice of Proposal Protest Bonding Requirement

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: 10% of the estimated value of the protestor’s proposal; 10% of the University’s estimated expenditure during the contract term, or $10,000, whichever is less. 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. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.**

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

UF, Shands and UAA intend to contract with one or more vendors whose proposal(s) are considered to be in the best interests of UF, Shands or UAA. However, UF, Shands and UAA 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, UF, Shands and UAA reserve the right to commence one or more subsequent ITN processes seeking the same or similar products or services covered hereunder.
2.7 Effective Period of Proposals

Under this ITN, UF, Shands and UAA 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 UF, Shands and UAA, along with any proposed alternatives. This UF, Shands and UAA may accept or reject such proposed alternatives without further notification or explanation.

2.8 Proposal Acceptance/Rejection

UF, Shands and UAA reserve the right to accept or reject any or all proposals. Acceptance or rejection may be without prior notice and shall be without any liability of any kind or amount to UF, Shands and UAA. UF, Shands and UAA shall not accept any proposal that UF, Shands and UAA deem not to be in their best interests. UF, Shands and UAA shall reject proposals submitted after the closing date and time.

2.9 Errors and Omissions in Vendors Proposals

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

2.10 Determination of and Information Concerning Vendor’s Qualifications

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

2.10.1 Informalities

UF, Shands and UAA may accept any proposal regardless of informalities. An informality shall be defined as a requirement of the specifications that is needed for informational purposes only and failure on the part of a bidder to provide it would have no impact on the outcome of the bid. In such cases, the bidder failing to supply the information may be given a specified period of time to comply. If the bidder fails to comply in that time period, the bid will be rejected for reasons of non-compliance. No award will be made unless all required information is received by UF, Shands and UAA.
2.11 Apparently Conflicting Information Obtained by Vendor

UF, Shands and UAA are 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 UF, Shands and UAA. 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 UF, Shands and UAA and thereafter incorporated into any contract resulting from this ITN.

2.13 Vendor’s Need to Use Proprietary Rights of UF, Shands and UAA

All information proprietary to UF, Shands and UAA and disclosed by UF, Shands and UAA 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 UF, Shands and UAA 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 maybe 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 UF’s, Shands’ and UAA’s needs.

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Details</th>
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<tr>
<td>03/19/2012</td>
<td>Issuance of ITN</td>
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<tr>
<td>03/26/2012</td>
<td>Mandatory Pre-proposal Conference</td>
</tr>
<tr>
<td></td>
<td>Mandatory Vendor Site Visits</td>
</tr>
<tr>
<td>03/26/2012</td>
<td>UAA- Gator Room, Heavener Football Complex</td>
</tr>
<tr>
<td>03/27/2012</td>
<td>Shands- Shands West Loading Dock</td>
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<tr>
<td>03/28/2012</td>
<td>UF- Main Street Trailer (Bldg. # 0270)</td>
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<tr>
<td>05/02/2012</td>
<td>Technical Questions/Inquiries Due</td>
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<td>Responses to Inquiries sent out</td>
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<td>05/21/2012</td>
<td>No further Inquiries/Requests Answered</td>
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<tr>
<td>06/18/2012</td>
<td>ITN Closes/Opening of Proposals</td>
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<td>Award Notification</td>
</tr>
<tr>
<td>09/13/2012</td>
<td>72 hour posting period ends</td>
</tr>
</tbody>
</table>

3.1 Mandatory Pre-Proposal Conference

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

Date & Time: 03/26/2012 9:00 AM ET
University Athletic Association, on behalf of University of Florida
Road Name: Corner of Gale Lemerand Dr. & Stadium Rd
Building: Heavener Football Complex
Room: Gator Room

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

The Purchasing Coordinator may choose to call for additional pre-proposal conference(s) if, in the sole judgment of the Purchasing Coordinator, there is a need for such conference(s) in order to promote competition. These additional conferences may or may not be mandatory.

3.2 Mandatory Pre-Proposal Site Visits

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

**UAA:**
- Date & Time: 03/26/2012 1:00 PM ET
- Road Name: Corner Gale Lemerand Dr. & Stadium Rd
- Building: Heavener Football Complex
- Room: Gator Room

**Shands:**
- Date & Time: 03/27/2012 7:30 AM ET
- Road Name: Center Drive
- Building: Shands West
- Room: Loading Dock

**UF:**
- Date & Time: 03/27/2012 1:00 PM ET & 03/28/2012 8:30 AM ET
- Road Name: Radio Rd
- Building: Main Street Trailer (Bldg. #0270)
- Room: Physical Plant Training Room

3.3 Special Accommodations

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

4.0 PROPOSAL RESPONSE AND PREPARATION INSTRUCTIONS

Proposals must be delivered sealed to:

University of Florida  
Purchasing Services  
ATTN: Eric Money  
ITN12EM-141  
102 Elmore Hall, Radio Road  
PO Box 115250  
Gainesville, FL 32611-5250
on or prior to 06/18/2012 2:00 PM.

_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. UF, Shands and UAA shall not accept proposals received by facsimile or email. UF, Shands and UAA shall, at the specified closing date and time, open all proposals that are otherwise in order.UF, Shands and UAA will allow interested parties to attend such opening for purposes of identifying which vendors have responded. UF, Shands and UAA 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 UF, Shands and UAA provide 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 become public record. When multiple solicitations have been scheduled to open at the same date and time, UF, Shands and UAA will open solicitations that have interested individuals present in sequential order by solicitation number. UF, Shands and UAA will hold unopened any proposals received after the closing date and time, and will not consider such proposals. UF, Shands and UAA reserve the right to retain or dispose of such proposals at their discretion; however, UF, Shands and UAA may return such proposals to their related vendors, but only at such vendor’s request and at no cost or expense whatsoever to the UF, Shands and UAA.

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

### 4.1 Proposal Format Organization

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

#### 4.1.1 Response Format

- **The outer carton of the response must display clearly and conspicuously the following identifying information:** _ITN number, ITN name, due date and Vendor Name_; and be sealed; and will contain each of the following:
  - **One (1) original marked ‘Original’ and nine (9) copies each marked ‘Copy’ of the initial response on PC compatible media (USB flash drive or CD/DVD); preferably in Word® or Excel®. The original response must contain the scanned original manual signature of the authorized person signing the proposal, and the electronic copy of the proposal.
  - **One (1) original hard copy, marked ‘Original’, and four (4) additional hard copies, each marked ‘Copy’._

- **The offer’s response must include the information and required submittals described,** tabbed and numbered as shown below, with all information appearing in the Tab in which it was requested.

- **Questions and requests for information may not be rearranged, regrouped, or divided in any way.**

- **All information and required submittals requested MUST BE in hardcopy and included in your written response.**

*Failure to adhere to this condition may cause your response to be rejected without further evaluation.*
• Information submitted that is not requested by the University may be considered to be supplemental, not subject to evaluation by the committee members.

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

• Tabular / Paginated Format:
  o **Tab 1 Certification of Proposal**: Completed and signed Certification of Proposal form, and/or signed and completed acknowledgement forms for any addenda issued.
  
  o **Tab 2 Organization/References & Job Experience/Financial**: This will include a one to two page executive summary of the vendor’s proposal, including brief descriptions of the company’s expertise and how the Vendor plans to address the University’s and Shands’ requirements and will also show the following requested information:
    • **Organizational chart**: start with account management team up through CEO
    • **Negotiator List**: Contact name(s) and title(s) of the individual(s) responsible for the company’s proposal and negotiation during this ITN process
    • **Local Management Information**: Contact name(s) and title(s) of the individual(s) that will be responsible for local management of any Agreement arising from this ITN - to include dedicated UF, Shands and UAA representative(s) and proposal showing frequency and methods of communication with UF, Shands and UAA and agreement to UF, Shands and UAA approval of personnel changes
    • **References**: A listing of the company projects/customers that show the Vendor’s success in reaching any or all of the goals of this ITN and this list must include the name, address, telephone, and email address of the client contract administrator
    • **Job Experience**: Resume(s) of the company and personnel along with their relevant experience
    • **Financial Stability**: The financial statements of the company for the past 2 years. If the company is a division of a larger corporation, the statements must be submitted for the corporation as a whole and for that division of the corporation
  
  o **Tab 3 Proposal**: Please present the Proposal for negotiation and describe the process(es) of providing the “best value vs. cost” solution(s) to the University and Shands; this should include cost reduction/revenue generation that brings service level and efficiency increases through creative solutions and methods, new or emerging technologies, sustainable and “green” initiatives, and/or other programs that satisfy or improve or make more cost effective current methods
    • **Service Level and Efficiency Increases**: show where the current methods can be replaced or changed or improved that will increase service and efficiency
    • **Cost/Cost Reduction/Revenue Generation**: show the estimated costs of the solutions presented and highlight any areas where there will be a reduction in costs or possibility of revenue generation and how these will add value to the process
    • **Innovation/Zero Waste Initiatives**: show how the current methods will be improved by accepting these currently available innovative initiatives and note **Tab 4 Creative Offering**
    • **End-use Solutions**: based on UF, Shands and UAA ranking of preferred End-use, Process and End-use Locations in **Section 1.1.3 Expectations of Proposals**
  
  o **Tab 4 Creative Offering**: The chosen provider is expected to be proactive in seeking out and bringing forward new and innovative solutions to the Current Business Processes, including recycling or reuse opportunities; describe the strategies for proactive commitment to continuous review of existing process(es) to improve waste reduction and recycling or reuse with improvement of at least 15% a year per commodity, to the maximum diversion possible

  o **Tab 5 Certifications/Qualifications**: Please provide a list of certifications and qualifications for both the company and relevant personnel. This can also include any industry recognition, awards, etc. as well as planned developments that speak to the future goals of UF, Shands and UAA.
o **Tab 6 Audits:** Please provide any and all Audit procedures/processes, including not only Waste Audits, but financial aspects, job training & performance, safety (both personnel and equipment), customer service, etc. Also include a statement agreeing to UF, Shands and UAA right to Audit throughout the term of the contract, and without prior notice, any and all of these procedures and processes. A copy of the suggested Waste Audit that was performed by the vendor before submitting their proposal should also be included, if it was done.

o **Tab 7 Other Information:** Please provide any additional information considered essential to the proposal and not specifically requested in other sections. Think specifically towards UF, Shands and UAA goals of Zero Waste, reduction of carbon footprint, high service levels, cost reduction & revenue generation. Also, **Sections 1.1.2 Expectation of Proposals and 1.1.3 Commodities and Residual Reporting, Other Expectations** contain references to issues such as Reporting requirements and collaboration between UF, Shands and UAA to develop a ‘catered’ solution to any given Waste Stream or Product; issues such as desired Terms of Agreement, Cost indexes to use as references for changes to revenue or costs, etc. If there is no additional information to present, please state this “There is no additional information we wish to present’.

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

PC compatible media (USB flash drive or CD/DVD), preferably in Word® or Excel®:

- One (1) original, marked ‘Original’
- Nine (9) copies, each marked ‘Copy

Hard copy - bound, marked and tabbed:

- One (1) original, marked ‘Original’
- Four (4) additional hard copies; each marked ‘Copy’.

**4.1.3 Bindings and Marking**

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

**4.1.4 Marking of Envelopes**

Vendors shall ensure that the outer carton of the response must clearly and conspicuously display the following identifying information:

ITN12EM-141
Waste Stream Solutions for the University of Florida, Shands Healthcare & University Athletic Association
06/18/2012 2:00 PM ET

**4.1.5 Proposal Costs**

UF, Shands and UAA are 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

UF, Shands and UAA will not accept proposals received by fax or email.

4.2 Requirements of Proposer for Response

4.2.1 Original ITN Document

UF Purchasing 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 UF, Shands and UAA as necessary to gain such understanding. UF, Shands and UAA reserve the right to disqualify any vendor who demonstrates less than such understanding. Further, UF, Shands and UAA reserve the right to determine, at their sole discretion, whether the vendor has demonstrated such understanding. Related to this, UF’s, Shands’ and UAA’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 UF, Shands or UAA.

4.2.3 UF, Shands and UAA Provide Information in Good Faith without Liability

All information provided by UF, Shands and UAA in this ITN is offered in good faith. Individual items are subject to change at any time. UF, Shands and UAA make no certification that any item is without error. UF, Shands and UAA are 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 UF Purchasing Services official 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
Purchasing Services
102 Elmore Hall, Radio Road
PO Box 115250
Gainesville, FL 32611-5250

Attn: Eric Money
Telephone No: 352/392-1331 x226
Facsimile No: 352/392-8837
E-mail Address: emoney@ufl.edu
Applicable terms and conditions herein shall govern communications and inquiries between UF, Shands and UAA 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 UF, Shands or UAA employee or representative of any kind or capacity, **with the exception of Purchasing Services**, for information, comments, speculation, etc. Inquiries for clarifications and information that will not require addenda may be submitted verbally to the Purchasing Coordinator 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 5/02/2012 2:00 PM/ET.
- Errors and omissions in this ITN and enhancements. Vendors shall bring to the UF’s, Shands’ and UAA’s attention any discrepancies, errors, or omissions that may exist within this ITN. Vendors shall recommend to UF, Shands and UAA any enhancements in respect to this ITN, which might be in UF’s, Shands’ and UAA’s best interests. These must be submitted in writing and be received prior to 5/02/2012 2:00 PM/ET.
- Inquiries about technical interpretations must be submitted in writing, and be received prior to 5/02/2012 2:00 PM/ET.
- Inquiries for clarifications/information that will not require addenda may be submitted verbally to the Purchasing Coordinator 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 UF, Shands and UAA complete 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 UF, Shands or UAA Response to Communications from Vendor**

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

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

http://www.purchasing.ufl.edu/vendors/schedule.asp

Vendors who want the addenda supplied to them in another form must notify the UF Purchasing Coordinator 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.

UF, Shands and UAA will not respond to any questions/requests for clarification that require addenda, if received by UF, Shands and UAA after 5/21/2012 – 2:00 PM/ET.
4.2.7 Pricing and/or Revenue Proposal

Vendors shall indicate pricing and/or revenue offers as appropriate in the Proposal to this ITN. Vendors shall ensure that any offer is clearly cross-referenced to the applicable Sections or Attachments within this ITN or the Proposal itself. 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.

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

4.2.8 Revisions to the ITN

UF, Shands and UAA may revise any part of this ITN for any reason by issuing addenda. UF, Shands and UAA will communicate additional information and addenda to this ITN by posting them on to the Purchasing Services website:

http://purchasing.ufl.edu/vendors/schedule.asp

- Vendors that want the revisions supplied to them in another way must notify the Purchasing Coordinator 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. UF, Shands and UAA are under no obligation to communicate such addenda to vendors who notify UF, Shands and UAA that they will not be responding this ITN. UF, Shands and UAA may determine whether an addendum will be considered as part of this ITN and/or as part of any contract resulting there from. UF, Shands and UAA 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. UF, Shands and UAA 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.

4.2.10 Required Signature

UF, Shands and UAA 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. UF, Shands and UAA shall not enter into extensive contract negotiations with the selected vendor(s) after the negotiation process has been completed. If UF, Shands and UAA 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, UF, Shands and UAA reserves the right to immediately cancel the award, and to place the company on UF’s, Shands’ and UAA's suspended vendor list.

Company negotiators must enter the negotiations prepared to speak on behalf of the vendor's company. UF, Shands and UAA reserve the right to immediately terminate negotiations with any company whose representatives are not empowered to, or who will not, make decisions during the negotiation session. Vendors are reminded that UF, Shands and UAA 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 UF, Shands or UAA, 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 UF, Shands or UAA.

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, UF, Shands or UAA, and any other party to this ITN. UF, Shands and UAA 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 UF, Shands or UAA.

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 Performance and Payment Bond – N/A

4.2.16 Anti-Kickback

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

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

4.2.18 UF, Shands and UAA Right to Use Vendor’s Ideas/Proprietary Information

If the vendor needs to submit proprietary information with the proposal, the vendor shall ensure that it is enclosed in a separate envelope from the proposal and that it is clearly designated and conspicuously labeled as such.

Selection or rejection of the proposal shall not affect the University’s & Shands right of use. Provided, however, that UF, Shands and UAA will, in good faith, honor any vendor information that is clearly designated and conspicuously labeled as proprietary, and UF, Shands and UAA concurs that the information is proprietary, that trade secrets or other proprietary data contained in the proposal documents shall be maintained as confidential in accordance with procedures promulgated by the Purchasing Coordinator and subject to limitations in Florida or Federal law.

Pricing information cannot be considered proprietary. UF, Shands and UAA 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. UF, Shands and UAA shall likewise not be liable if it did not know or could not have reasonably known that such information was proprietary.

5.0 DEFINITIONS

5.1 Agreement/Contract

All types of agreements entered into by the University of Florida, Shands Healthcare or University Athletic Association, 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 UF, Shands or UAA.

5.3 Invitation to Negotiate (ITN)

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

5.4 May, Should

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

5.5 Must, Shall, Will

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

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

5.7 Proprietary Information

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

5.8 Provider

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

5.9 Respondent

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

5.10 Response

Same as Proposal (see Section 5.6 Proposal)

5.11 Shands Teaching Hospital and Clinics, Inc. or Shands

Same as Shands, a private body corporate residing within the State of Florida, throughout the document the term Shands Teaching Hospital and Clinics, Inc. and Shands Healthcare is used interchangeably.

5.12 Successful Vendor

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

5.13 Supplement Agreement

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

5.14 Supplier

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

5.15 University Athletic Association

Same as UAA, a private not for profit body corporate residing within the State of Florida, throughout the document the term University Athletic Association and UAA is used interchangeably.
5.16 UF, Shands and UAA

Same as University of Florida, Shands Teaching Hospital and Clinics, Inc. and University Athletic Association that for the purpose of the ITN describes the three entities working together but retaining own identities.

5.17 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.

5.18 Vendor

Any entity responding to this ITN, or, if selected, the entity entering into a contract with UF, Shands or UAA.

5.19 Vendor’s Proposal

Same as Proposal (see Section 5.6 Proposal)

5.20 Vendor’s Response

Same as Proposal (see Section 5.6 Proposal)

6.0 AGREEMENT TERMS AND CONDITIONS

The following are the Terms and Conditions that will become part of any Agreement consummated between UF, Shands and UAA and the Successful Vendor. 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 Terms and Conditions; Invitation to Negotiate; Proposal.

6.1 Actions of Successful Vendor

UF, Shands and UAA are 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 UF, Shands or UAA.

6.2 Advertising

Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor’s name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

6.3 Sponsorship

Award of this contract will allow the University Athletic Association, or any other participating entity that has the right, the opportunity to contract directly with the Successful Vendor for sponsorship opportunities which may include, but are not limited to: Signage in Venues, Internet, Radio, Television, Outdoor Media, Website Opportunities, Database Marketing, Promotional/Event/Print Media/Season & Game Day Sponsorships, ‘Official Sponsor’ Status, etc.
6.4 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.

6.5 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 UF, Shands and UAA 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 UF, Shands and UAA only those services and/or materials as stated in and allowed for under resulting Agreement(s).

6.6 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 or Shands Healthcare. Further, all Vendors must disclose the name of any UF, Shands and UAA employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Vendor’s firm or any of its branches.

6.7 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.

6.8 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. UF, Shands and UAA reserve 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.

6.9 Equal Opportunity Statement

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

- The provisions of Executive Order 11246, September 24, 1966, and the rules, regulations, and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value.

- If the vendor expects to receive $10,000 in orders during the first 12 months of this agreement, a complete certificate of non-segregated facilities shall be attached to the proposal response.

- If the vendor expects to receive $50,000 in orders during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEOO-1) must be filed prior to March 1 of each year.

- If the vendor expects to receive $50,000 in orders during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the vendor, subject to review upon request by the user agencies of this agreement.

If you have already complied with the above, please indicate____

6.10 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 UF, Shands or UAA. Successful Vendor shall, at no expense to UF, Shands or UAA, procure and keep in force during the entire period of the Agreement all such permits and licenses.

6.11 Inspection and Audit

All processes, 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, Shands Healthcare and University Athletic Association.

6.12 Liens

Each Successful Vendor shall keep UF, Shands and UAA 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

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

6.14 Non-Discrimination

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

All drawings, maps, sketches, documents, records, programs, data base, reports and other data developed or purchased, under this Agreement for or at UF’s, Shands’ and UAA’s expense shall be and remain UF’s, Shands’ and UAA’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 UF, Shands and UAA upon expiration of this Agreement.

6.16 Sales and Use Tax

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

6.17 Sexual Harassment

Federal law and the policies of UF, Shands and UAA prohibit sexual harassment of UF, Shands and UAA employees or students. Sexual harassment includes any unwelcome sexual advance toward a UF, Shands and UAA employee or student, any request for a sexual favor from a UF, Shands and UAA 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 UF, Shands and UAA employees, or a hostile or an offensive academic environment for students. UF, Shands and UAA vendors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of UF, Shands and UAA employees and students. The employer of any person who UF, Shands and UAA, 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 UF, Shands and UAA premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

6.18 Police Department Requirements

The Successful Vendor, and their employees and subcontractors, will follow all laws and rules of UF, as well as those that may be specified at a later date by Shands or UAA. Any work area located on the University Campus comes under the immediate jurisdiction of UF Police Department (UFPD; 392-1111). Therefore the Successful Vendor and their employees and their subcontractor and their employees:

- will not enter University buildings unless directly related to their job duties and remain on job sites;
- is prohibited from working on campus if convicted of violent crimes;
- will refrain from any unsavory or unwanted comments, gestures, or sounds towards students, particularly female students;
- will not disturb or in any way disrupt Students, Faculty and Staff in their lawful pursuits;
- reasonably secures all property to reduce theft or damage to equipment or property and will work with UFPD and participate in Crime Prevention efforts;
- will obey all laws as well as rules of UF when they are on University property;
and, for work being done at PK Yonge DRS facilities, is required to follow more stringent requirements as based on the Jessica Lunsford Act.

6.18.1 Police Record Requirements

In addition, the Successful Vendor is required to take reasonable measures to ensure that all employees and subcontractor and subcontractor employees are not wanted for criminal offenses.

The Successful Vendor and their subcontractor will submit the names and date of birth of their employees to UFPD, Special Events Coordinator, Bldg. 51, PO Box 112150, Museum Road, Gainesville, FL 32611. All work release employees must also be reported to UFPD and be specifically noted as such. Periodic updates are required as employees terminate and are employed.

6.19 Small Business Program

University is an equal opportunity institution and, as such, encourages the use of small businesses, including women and minority-owned small businesses in the provision of goods and services. Small businesses should have a fair and equal opportunity to compete for dollars spent by the University. Competition ensures that prices are competitive and a broad vendor base is available. Vendor shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses. For questions about the University’s Small Business and Vendor Diversity Program contact Faylene Welcome, Director of Small Business and Vendor Diversity, 352-392-0380.

6.20 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, Shands or UAA 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.

6.21 Sustainability Preferences

The University’s purchasing 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.

6.22 Assignment-Delegation

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

6.24 Date for Reckoning Prompt-Payment Discount

For purposes of determining whether a prompt-payment discount, if applicable, may be taken by UF, Shands or UAA, 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.

6.25 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.

6.26 Furnish and Install

Certain items may be specified in Vendor Proposal or during negotiations to be provided on a furnished and installed basis, whether remaining the property of the Vendor or not. The successful Vendor shall have the complete responsibility for the items or system until it is in place and working; responsibility and ownership after installation shall be negotiated. Any special installation preparation and requirements must be submitted to UF, Shands and UAA. 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.

6.27 Indemnification/Hold Harmless

The Successful Vendor shall indemnify, defend, and hold harmless the University of Florida Board of Trustees, the University of Florida, the State of Florida, the Florida Board of Governors, Shands HealthCare, University Athletic Association and those entities’ officers, agents, and employees 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, Shands HealthCare, UAA or those entities” 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.
6.28 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 UF, Shands and UAA, 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.

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 $1,000,000.00 per person; $1,000,000.00 per occurrence.

6.29 Protection of Property

The Successful Vendor shall at all times guard against damage or loss to the property of UF, Shands and UAA or of others or vendors and shall be held responsible for replacing or repairing any such loss or damage. UF, Shands and UAA 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.

6.30 Labor Disputes

Successful Vendor shall give prompt notice to UF, Shands and UAA of any actual or potential labor dispute which delays or may delay performance of the Agreement.

6.31 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 UF, Shands and UAA, its officers and agents against any claims of liability arising from or based on any violation thereof.
6.32 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.

6.33 No Waiver of Right

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

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

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

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

A. Avoid disturbing suspected ACM. Exercise caution and watch for possible ACM.

B. If it is necessary to disturb ACM, first notify the appropriate Division Asbestos Representative listed in this notice, or the University of Florida Asbestos Coordinator, before proceeding with your work. You shall take whatever precautions are necessary to protect humans' health and the environment, and comply with all applicable Federal, State, and Local laws pertaining to asbestos.

C. If you require additional information on possible locations of ACM in a particular building, contact the Asbestos Representative from the Division for which you are working.

<table>
<thead>
<tr>
<th>Division</th>
<th>Asbestos Representative</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical Plant</td>
<td>Assoc. Dir. Physical Plant</td>
<td>(352) 392-7793</td>
</tr>
<tr>
<td>Health Center</td>
<td>Asst. Dir. Health Ctr Physical Plant</td>
<td>(352) 392-4417</td>
</tr>
<tr>
<td>Housing</td>
<td>Housing Maintenance Superintendent</td>
<td>(352) 392-2161</td>
</tr>
<tr>
<td>Reitz Union</td>
<td>Maintenance Superintendent</td>
<td>(352) 392-1614</td>
</tr>
<tr>
<td>IFAS</td>
<td>Engineer</td>
<td>(352) 392-6488</td>
</tr>
</tbody>
</table>

6.35 Parking and Identification Badges.

The Successful Vendor should be familiar with and comply with the rules and regulations as put forth by Transportation and Parking Services [www.parking.ufl.edu](http://www.parking.ufl.edu), including obtaining all necessary parking permits and/or decals that may be required while performing work at UF, Shands or UAA.

6.36 Payment Terms

6.36.1 University

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 from date of receipt of the invoice by designated fiscal authority. 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.

6.36.2 Shands

Payment terms are Net 30 Days Post Receipt of Invoice.

6.36.3 UAA

Payment terms are Net 30 Days from Date of Receipt of Invoice correctly addressed and sent as follows:

Attn: Accounting Office  
University Athletic Association  
PO Box 14485  
Gainesville, FL 32604

Submit original and two copies of all invoices on your bill head. Accompany your invoices with receipted bills, covering all freight or cartage charges applicable. To expedite payment, submit separate invoice for each purchase order and list P.O. number on invoices.

6.37 Price Adjustment

Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Agreement period, and shall be supported by written evidence of increased or decreased costs to the Successful Vendor.

UF, Shands or UAA will not approve unsupported price increases that will merely increase the gross profitability of the Successful Vendor at the expense of the entities. Price change requests shall be a factor in the Agreement extension review process. The University, Shands and UAA shall, in their sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the UF, Shands or UAA.

6.38 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.

6.39 Prison Rehabilitative Industries

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 Pride of Florida in the same manner and under the procedures set forth in Section 946.515 (2), (4), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation. Contact, Terrie Brooks, Bid Administrator, PRIDE of Florida, 2720 Blair Stone RD, Suite G, Tallahassee, FL 32301

6.40 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).

6.41 Public Records

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

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

6.42 Referencing of Orders

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

6.43 Remedies and Applicable Law

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the rule and regulations of the Florida Board of Governors and UF, Shands and UAA. UF, Shands and UAA and Successful Vendor shall have all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the Agreement shall be instituted in Gainesville, Florida.

6.44 Right of Inspection

UF, Shands and UAA shall have the right to inspect goods at delivery before accepting them.

6.45 Right of Offset

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

6.46 Shipment Under Reservation Prohibited

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

6.47 Specifications: Brand Name or Acceptable Alternate – N/A

6.48 Successful Vendor to Package Goods – N/A
6.49 Termination

6.49.1 Convenience

UF, Shands and UAA reserve the right to terminate the Agreement in whole or part at any time when in the best interests of UF, Shands and UAA 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 UF, Shands and UAA. 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 UF, Shands or UAA. 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 UF, Shands and UAA in the event of termination under this provision.

6.49.2 Default

UF, Shands and UAA reserve 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. UF, Shands and UAA 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 UF, Shands and UAA on demand. UF, Shands and UAA 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 UF, Shands and UAA for any excess costs incurred by UF, Shands and UAA in re-procuring the materials or services.

6.49.3 Audits

The Successful Vendor shall establish adequate internal controls and keep full, timely and accurate records in accordance with generally accepted accounting practices. UF, Shands and UAA reserve the right to have a representative, including the University’s Office of Audit and Compliance Review and the State of Florida Auditor General, audit the Vendor’s books, records and other such financial documents or desired information pertaining to the Agreement at any time during the term of the Agreement without prior notice. All records must be retained by the awarded Vendor and be accessible to the UF, Shands or UAA, for a minimum of five (5) years plus the current contract year. The awarded Vendor will provide the UF, Shands or UAA annual financial statements, no later than 180 days after the University’s fiscal year (July 1-June 30), specific to UF, Shands and UAA contract, audited by a Certified Public Accountant. Failure to comply with these requirements will result in the termination of the Agreement.

6.49.4 Gratuities

UF, Shands and UAA may, by written notice to the Successful Vendor, cancel the Agreement if it is discovered by the UF, Shands or UAA 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 UF, Shands or UAA 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 UF, Shands or UAA pursuant to this provision, UF, Shands and UAA 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.
6.49.5 Insolvency

UF, Shands and UAA 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.

6.49.6 Lack of Funds

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 UF, Shands or UAA in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit UF to terminate the Agreement in order to acquire similar equipment, material, supplies or services from another party.

6.49.7 Stop Work Order

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

6.49.8 Suspension or Debarment

UF, Shands and UAA may by written notice to the Successful Vendor immediately terminate the Agreement if UF, Shands and UAA determine 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.

6.49.9 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.

6.50 Title and Risk of Loss

The title and risk of loss of the goods and equipment shall not pass to UF, Shands and UAA until UF, Shands and UAA actually accept the goods and equipment at the point or points of delivery.
6.51 Warranties

Upon successful completion of negotiations and acceptance of final Proposal where the Vendor and UF, Shands and UAA will have made a good faith effort to identify each Service level requirement and agreed to their solution(s) accurately; there are certain terms that are specifically addressed in the final Proposal that may differ from the terms provided herein. In those cases, the specific terms described in the final Proposal shall govern those Services. The Vendor warrants all Services furnished will conform to the expectations, terms and conditions of the final Proposal. The Vendor may reasonably supplement, modify, substitute or otherwise alter the Services provided that such supplements, modifications, substitutions or alterations do not prevent UF, Shands or UAA from realizing substantially the same intended benefits of such Services and are agreed to in advance and only via written approval by an Authorized representative of UF, Shands and UAA. In the event of a conflict between the ITN documentation, the Proposal or the final negotiated Proposal, the final negotiated Proposal shall govern.

6.52 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.

6.53 Required Provisions Specific to Shands HealthCare

To the extent required by valid regulations promulgated by the Health Care Financing Administration (HCFA) pursuant to Section 952 of the Omnibus Reconciliation Act of 1980, Successful Vendor shall, until the expiration of four years following the furnishing of services pursuant to the Agreement, make available upon written request of the Secretary of Health and Human Services or the U.S. Comptroller General or any of their duly authorized representatives, this contract, and books, documents and records necessary to verify the nature and extent of costs incurred by Shands HealthCare by reason of activities of the Successful Vendor(s) under the Agreement. Any subcontracts entered into hereunto by the Successful Vendor(s) with a related organization for provision of the services contracted for herein, if otherwise allowed by the Agreement, with a value or cost of ten thousand dollars ($10,000) or more over a twelve-month period, shall contain this clause imposing the same obligations upon each subcontractor.

Successful Vendor(s) represent(s) and warrant(s) to Shands HealthCare that Successful Vendor(s), its owners, officers, directors, employees, and agents (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C §1320a-7b(f) (the “Federal Health Care Programs”); (ii) have not been convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Health Care Programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in their being excluded from participation in the Federal Health Care Programs. This shall be an ongoing representation and warranty during the term of the Agreement and Successful Vendor(s) shall immediately notify Shands HealthCare of any change in the status of the representation and warranty herein. Any breach of this provision shall give Shands HealthCare the right to terminate the Agreement for cause as of the date of breach or subsequently in its sole discretion.
In the event Shands HealthCare determines that the Successful Vendor(s) has more than incidental access to protected health information due to services provided under the Agreement, Successful Vendor(s) shall execute a business associate agreement in compliance with the Health Insurance Portability and Accountability Act (HIPAA).
7.0 Certifications and Forms

7.1 Certification of Proposal

Explanation: This certification attests to the vendor's awareness 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 #ITN12EM-141 Waste Stream Solutions for the University of Florida, Shands Teaching Hospitals & Clinics, Inc. and the University Athletic Association issued by the University of Florida. The undersigned, as a duly authorized officer, hereby certifies that

_____________________________________
(Signatory 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)

___ There is no officer or employee of the University of Florida who has, or whose relative has, a substantial interest in any Contract award subsequent to this proposal.

___ The names of any and all public officers or employees of the University of Florida who have, or whose relative has, a substantial interest in any Contract award subsequent to this proposal are identified by name as part of this submittal.

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: ____________________________

Name: _______________________________ Title: _____________________________
Signature: ____________________________ Date: ____________________________

____________________________________ Date: ____________________________
Signature of Authorized Officer

_______________________________
Printed Name

ITN #: ITN12EM-141 Closing Date: / / Closing Time: : PM/ET