ATTACHMENT B – INVITATION TO NEGOTIATE (ITN)  
INFORMATION & GENERAL CONDITIONS

I. ITN INFORMATION

A. ITN SUBMISSION

The required copies of the ITN Response with the signed Affidavit form and the one copy of the separate sealed pricing document must be received by the University of West Florida Office of Procurement and Contracts no later than the due date and time as stated in the “B Timetable” shown in this ITN.

Each Response is to be submitted in a three ring binder with the appropriate tab identification as requested. Responses are to be submitted in a sealed container.

Hand-carried Responses must be received at the above address ONLY between the hours of 8:00 A.M. and 5:00 p.m. Central Time, Mondays through Fridays, excluding holidays. If delivered on the due date, the Response must be received in the UWF Office of Procurement and Contracts before time stated in the ITN.

It is the Respondent’s responsibility to assure that the Response is delivered to Procurement and Contracts no later than the date and time specified. Respondents are responsible for informing any commercial delivery services, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper of the envelope or container used by such service. Responses by facsimile, telegram or telephone ARE NOT ACCEPTABLE.

When documents require a signature, they must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the respondent, and the company’s corporate seal must be affixed to said document. The submittal of a Response by a Respondent will be considered by UWF as constituting an offer by the Respondent to provide the services for UWF at the rates provided therein. The University is not liable for any errors or misinterpretations made by the Respondent.

B. NO RESPONSE

If not submitting a Response to this ITN, respond by returning only the Certification Form, (Attachment “A”), marking it "NO RESPONSE," and explaining the reason in the space provided and return by fax to 850-474-2090 or email to jverschueren@uwf.edu . Failure to respond to a procurement solicitation without giving reason(s) for such failure, nonconformance to contract conditions, or other pertinent factors deemed reasonable and valid, may be cause for removal of the respondent’s name from the mailing list.

C. EXECUTED CERTIFICATION FORM

The ITN Certification Form (see Attachment “A”) must be signed and made part of the complete Response package. An unsigned form will be cause for your Response to be considered non-responsive. Respondent must acknowledge that the Response is based upon all terms and conditions set forth in the ITN and specifically agrees to provide service in the manner set forth in this ITN.

D. MODIFIED RESPONSE

Respondents may submit a modified Response to replace all or any portion of a previously submitted Response up until the Due Date. The Evaluation Committee will only consider the latest version of the Response.
E. WITHDRAWAL OF RESPONSE

The Response shall be irrevocable until contract award unless the Response is withdrawn in accordance with the provisions of this paragraph E. A Response may be withdrawn only by written request and only (i) prior to the Due Date or (ii) upon the expiration of 90 days after the Due Date, provided no award has been made.

F. LATE RESPONSES, LATE MODIFICATIONS, AND LATE WITHDRAWALS

Responses received after the due date and time are late and will not be considered. Modifications received after the due date are also late and will not be considered unless solicited by UWF in writing. Letters of withdrawal received after the due date but prior to the expiration of 90 days after the due date (provided no award has been made) are late withdrawals and will not be considered.

G. ITN POSTPONEMENT/CANCELLATION

UWF may, at its sole and absolute discretion, reject any and all, or parts of any and all responses; re-advertise this ITN; postpone or cancel the ITN process; or waive any irregularities in the responses received as a result of this ITN.

H. COSTS INCURRED BY RESPONDENTS

All expenses involved with the preparation and submission of a Response to UWF, or any work performed in connection therewith, shall be borne by the Respondent. No payment will be made for any responses received, or for any other effort required of or made by Respondent prior to commencement of work as defined by a contract approved by UWF.

I. INTERVIEW(S)

UWF and/or the Evaluation Committee may require any/all respondents to participate in an interview to provide additional information in support of their responses or to exhibit or otherwise demonstrate the information contained therein.

Those firms selected for interview will be advised in writing of the nature of the interview and the date, time, and duration of same.

J. ACCOMMODATIONS

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations is requested to advise UWF by contacting ADA Program Office 850.474.2518 or 711 (TTY) at least two (2) business days prior to the event. For information or to submit a request, visit the Public Event Accommodation Page or email ada@uwf.edu.

K. PUBLIC RECORDS

The University of West Florida is subject to Section 119.07, Florida Statutes, which requires it to provide access to its records, subject to certain limitations. Material submitted in response to this solicitation may become a public document unless a specific exemption to section 119.07 exists. Submitted material which is marked as confidential will be treated as confidential by the University to the extent it is considered a trade secret as defined under Florida law or it meets other criteria otherwise exempt from Section 119.07, Florida Statutes, or other applicable law. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO
L. RULES, REGULATIONS, AND LICENSING REQUIREMENTS

Respondents must comply with all laws, ordinances, and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Respondents are presumed to be familiar with all the federal, state, and local laws, ordinances, codes, and regulations, which may in any way affect the services offered.

M. PURCHASING BY OTHER AGENCIES

At the option of the Vendor, the use of any agreement resulting from this competitive solicitation may be extended to other institutions of higher learning and governmental entities including the State of Florida, its agencies and political subdivisions, counties, cities and any university in the State University System. Each entity using such agreement shall do so independently of UNF and shall be solely responsible for its own purchases. The University reserves the right to add and/or delete elements, or to change any elements of the coverage and participation, at any time without prior notification and without liability of any kind or amount.

N. MINORITY BUSINESS ENTERPRISES

The University of West Florida actively seeks and encourages women and minority business enterprises to compete for the business of the university. The Contractor awarded the contract will be required to use its best efforts in seeking and encouraging participation by women and minority businesses in competing for the opportunity to assist Contractor in providing the goods and/or services to the university. The University will require the Contractor to provide proof in order to substantiate the Contractor's efforts.

O. PURCHASES FROM RESPONDENTS CONVICTED OF PUBLIC ENTITY CRIMES

UWF shall not accept a competitive solicitation from or purchase commodities or contractual services from a person or affiliate who has been convicted of a public entity crime and has been placed on the State of Florida's convicted respondent(s) list for a period of 36 months from the date of being added to the convicted respondent(s) list.

P. IDENTICAL TIE RESPONSES

Whenever two or more responses, which are equal with respect to price, quality, and service, are received, preference will be given as follows:

- Commodities manufactured in the state;
- Florida businesses;
- Businesses with a drug-free workplace program, and;
- Foreign manufacturers located in the state.

Q. DISPUTES/PROTESTS

Any Vendor/interested person who is disputing the specifications or is adversely affected by a decision or intended decision concerning this competitive solicitation or contract award and who wants to protest such specifications, decision, or intended decision shall file a protest in accordance with the Florida Board of Governors’ Regulation 18.002. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Florida Board of Governors’ Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.
II. GENERAL CONDITIONS

A. PAYMENT

Payment shall be made on a schedule mutually agreed upon between the parties. The Provider shall be paid upon submission of properly certified invoices to UWF at the prices stipulated on the contract at the time the order is placed, after services are rendered. Failure to follow these instructions may result in delay in processing invoices for payment. Invoices for fees or other compensation for services or expenses submitted for contractual services shall be submitted in detail sufficient for a proper pre-audit and post-audit.

B. LOBBYING

Any contract entered into pursuant to this ITN will provide that the Contractor may not use funds from grants and aids appropriations for the purpose of lobbying the Legislature or a state agency.

C. COPYRIGHTED MATERIAL

Use by one party of the other’s name, logo or other copyrighted material will be subject to the express written permission of the holder thereof.

D. EMPLOYMENT OF UNAUTHORIZED ALIENS

UWF shall consider the employment of any Respondent of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of any contract entered into pursuant to this ITN.

E. THE U.S. FAIR LABOR STANDARDS ACT - FLSA

In submitting a Response, Respondent certifies that these goods and/or services were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

F. FLORIDA SEXUAL PREDATORS ACT

Any Contractor or Sub-contractor who is awarded a contract by the University must comply with F.S. 775.21 relative to the registration of any employee who is a convicted sexual offender or predator. For additional information, contact the University of West Florida Police Department at 850-474-6184.

G. DRUG-FREE WORKPLACE REQUIREMENT

The Respondent shall abide by the University’s policy which prohibits the manufacture, distribution, dispensation, possession or use of a controlled substance or the unlawful possession and unlawful use of alcohol on its campus or other University owned or controlled property, or as a part of any of its activities. Furthermore, Florida Statutes, Chapter 893-147 prohibit the use, possession, manufacture, delivery or advertisement of drug paraphernalia.

H. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their submittal the name of any officer, director, or agent who is, or whose spouse or child is, also an employee or officer of the University of West Florida. Further, all respondents must disclose in writing the name of any University employee or officer who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent’s firm or any of its branches. Such relationship
or ownership may result in disqualification, and any contract entered in violation of such provisions shall be rendered voidable. For additional information, please contact the Ethics Commission at 850/488-7864.

I. ANTI-KICKBACK

Vendor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Vendor is prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.