ATTACHMENT B

ITN INFORMATION AND GENERAL CONDITIONS

I. ITN INFORMATION

A. ITN SUBMISSION

The required copies of the ITN Response with the signed ITN Certification Form must be received by the University of West Florida (UWF) Office of Procurement and Contracts no later than the due date and time as stated in the Timetable shown in the ITN.

Each Response is to be submitted in a spiral bound or three ring notebook 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, Monday through Friday, 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. Late or incomplete Responses will not be accepted.

It is the Respondent’s responsibility to ensure that the Response is delivered to the UWF Office of Procurement and Contracts no later than the due date and time specified in the ITN. 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 email, 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. 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 ITN Certification Form (see 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 rpacenta@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 ITN 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 and time. 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 and time or (ii) upon the expiration of ninety (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 and time are also late and will not be considered unless solicited by UWF in writing. Letters of withdrawal received after the due date and time but prior to the expiration of ninety (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

Persons with hearing or speech impairments or a disability requiring reasonable accommodation for pre-submittal or other meetings should contact Sylvia Patterson, ADA Coordinator, at (850) 474-2518 at least five working days in advance to make appropriate arrangements.

K. PUBLIC RECORDS

This Agreement is subject to the requirements of Chapter 119, Florida Statutes (Public Records Law). UWF may unilaterally cancel this Agreement for refusal by Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.

Further, Contractor agrees that, to the extent it may meet the definition of a “contractor” within the meaning of Section 119.0701, Florida Statutes, it will:

A. Keep and maintain public records that ordinarily and necessarily would be required by UWF in order to perform the services performed by Contractor under the Agreement.
B. Provide the public with access to such public records on the same terms and conditions that UWF would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer to UWF, at no cost, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to UWF in a format that is compatible with the information technology systems of UWF.

E. The failure of Contractor to comply with the provisions set forth herein shall constitute a default and breach of this Agreement and UWF shall enforce the default in accordance with the provisions set forth herein.

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. CONFLICT OF INTEREST

Any contract entered into pursuant to this solicitation 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 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 into in violation of such provisions shall be rendered voidable. For additional information, contact the Ethics Commission at 850/488-7864.

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.