

**SUBMIT BIDS TO:**



Procurement and Contracts  
11000 University Parkway  
Building 20W, Room 159  
Pensacola, FL 32514

**Access Bid Info on the Web:**

<http://uwf.edu/offices/procurement/vendors-only/open-solicitations/>

**INVITATION TO BID (ITB)  
CONTRACTUAL SERVICES/COMMODITY  
BIDDER ACKNOWLEDGMENT**

POSTING OF BID TABULATIONS:

Bid tabulations with recommended awards will be posted at the University Procurement and Contracts' website and will remain posted for a period of 72 hours. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.

**BID NUMBER & TITLE:** 15ITBT-04BP Sign Language Interpreting Services

<b>BID DUE DATE/TIME:</b> Tuesday, November 3, 2015 @ 2:00 P.M. (Central Time) and may not be withdrawn within fifteen (15) days after such date and time.	<b>ESTIMATED INTENT TO AWARD POSTING DATE:</b> Friday, November 6, 2015
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**BUYER:** Bob Pacenti, Assistant Director Procurement

**ISSUE DATE:** Thursday, October 1, 2015

**BIDDER NAME:**

**BIDDER IS:**  
 INDIVIDUAL OR PARTNERSHIP    CORPORATION\*  
 \*State of Incorporation \_\_\_\_\_

**MAILING ADDRESS:**

**DELIVERY DATE WILL BE** \_\_\_\_\_  
 DAYS after receipt of Purchase Order

**CITY-STATE-ZIP:**

**CASH DISCOUNT TERMS:**  
 UNIVERSITY CREDIT CARD (PCard) ACCEPTED:

**PHONE #:** ( )

**TOLL-FREE #:** ( )

**FAX #:** ( )

**REASON FOR NO BID:**

**FEDERAL EMPLOYER ID NUMBER:**

**MY FIRM IS A FLORIDA CERTIFIED MINORITY BUSINESS ENTERPRISE:**  
 YES                                       NO

**WEB ADDRESS:**

**IF YES, ATTACH COPY OF CERTIFICATION.**

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, hereinafter referred to as ITB, including but not limited to certification requirements. In submitting a bid to the University of West Florida, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the University of West Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the U.S. and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the University of West Florida. At the University's discretion, such assignment shall be made and become effective at the time the University tenders final payment to the bidder. Furthermore, by responding to the ITB, I attest that the specifications, terms and conditions, are not restrictive and that I have no objection to any of the terms, conditions, or specifications.

X  
  
MANUAL AUTHORIZED SIGNATURE

**TYPED AUTHORIZED SIGNATURE & TITLE:**

**E-MAIL:**

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## PROJECT STATEMENT

### PURPOSE

The University of West Florida (the "University" or "UWF") intends to purchase Sign Language Interpreting Services in accordance with accompanying specifications. The work is to be performed on an as-needed basis at any of the campuses of The University of West Florida located in Northwest Florida.

### CONTRACT PERIOD

The original term contract will be for a period of three (3) years from date of execution. The University may renew for three (3) additional one (1) year periods subject to satisfactory periodic performance reviews and by mutual agreement in writing. Annual blanket orders will be issued against the term contract.

### CONTACTS

The sole contact and Procurement and Contracts representative for this ITB is:

Bob Pacenta, Assistant Director, Procurement & Contracts

Email: [rpacenta@uwf.edu](mailto:rpacenta@uwf.edu)

Phone: 850-474-2627, Fax: 850-474-2090

Web address: <http://uwf.edu/offices/procurement>

Bidders are advised that from the date of release of this ITB until award of the contract, **no contact with University personnel related to this ITB is permitted. All communications are directed to the Procurement and Contracts representative and sole contact listed above. Any such unauthorized contact may result in the disqualification of the Bidder's submittal.**

### BIDDER RESPONSIBILITY

Bidders are fully responsible for obtaining the complete ITB, including Attachments, Exhibits and any Addenda (if applicable), information concerning the ITB tabulations, and award by visiting our web site: <http://www.uwf.edu/offices/procurement/vendors-only/open-solicitations/>. It is highly recommended that bidders bookmark this web site and visit it frequently to obtain all applicable information. Lack of a signed addenda within the bid package could disqualify your bid.

### QUESTIONS

Explanation(s) desired by bidder(s) regarding the meaning or interpretation of this ITB must be requested from the above contact person in writing via e-mail and must be received no later than **Thursday, October 8, 2015 at 2:00 pm Central Time**. Any questions received after this time will go unanswered. The explanation response will be issued in writing in the form of an Addendum and posted to our web site. Bidders must acknowledge receipt of any and all addenda by signing each addenda in the space provided and returning with the bid submittal. Lack of signed addenda with the bid package could disqualify your bid.

Bidders should not rely on any representations, statements, or explanations other than those made in writing by the UWF sole contact in the official addenda format. Where there appears to be a conflict between the ITB and any addenda issued, the last written addenda issued shall prevail.

### RESPONSE SUBMISSION

Bidders are to submit:

- one (1) original with the original manual signature of the authorized person signing the bid
- one (1) hard copy of the original
- one (1) electronic copy of the original

Failure to include the original with an authorized manual signature shall be grounds for rejection of your response.

Section 815.045, Florida Statutes makes trade secrets confidential and exempt from public records

requests. Trade secrets as defined in section 812.081 Florida Statutes include proprietary information which is (1) secret, (2) of value, (3) for use in your business or in use by your business and which is (4) of advantage to your business, or provides an opportunity for you to obtain an advantage over those who do not know the information or use the information. In order for the information to be considered covered by these statutes, you must take measures to prevent the information from becoming available to persons other than those selected by you to have access to the information.

Ordinarily, information contained in bid submissions is available to the public upon request. If you believe any of the information provided in your submission meets the criteria of a trade secret and you wish to protect it, you must write the word "Confidential" on any page deemed a trade secret, either on the bottom, top or as a watermark BEFORE you provide the submission to the University.

## **BIDDER ELIGIBILITY**

To be eligible to receive an award of contract, bidders are to provide requested information and meet certain requirements which are identified in the bid information documents. Failure to provide the information may be cause to treat the bid as non-responsive. For the convenience of all bidders, a checklist of required information and materials is provided. Bidders are to provide unit prices on the Bid Pricing Summary Sheet, attached hereto.

## **BIDDING INSTRUCTIONS**

See Attachment A.

## **GENERAL TERMS AND CONDITIONS**

See Attachment B.

## **SCOPE OF WORK**

The University is seeking bids to establish fee agreements with credentialed, accredited firms capable of providing interpretive sign language services. The Contractor shall provide a comprehensive plan to provide Sign Language (ASL or SEE) Interpreting Services to students of the University on an as needed basis and may be required to be provided at any University location. This request will be utilized to establish interest, qualify and rate responders and provide a basis for issuing Purchase Orders. Services will be coordinated through the University's Student Disability Resource Center.

## **MINIMUM QUALIFICATIONS**

All proposed interpreters must meet at a minimum the following requirements.

1. Adhere to the National Association of the Deaf - Registry of Interpreters for the Deaf (NAD-RID) Code of Professional Conduct.
2. National Registry of Interpreters for the Deaf (RID) certification
  - (a) OR
3. Educational Interpreter Performance Assessment (EIPA) – Level 5

## **GENERAL SPECIFICATIONS**

Bids shall include information that specifically addresses each of the items below. The initial evaluation will be based solely on the information provided by the Contractor. Additional information may be requested for evaluation purposes at the University's discretion.

1. **Skills and Credentials of Interpreters:** Data about the interpreting pool available for assignment under the contract(s) to be awarded, including number of interpreters available; number of credentialed interpreters; number of credentialed interpreters with college level coursework specialization; names of primary people, and their certification level, who will be

providing service; and any procedure used by the contractor to train and evaluate interpreters.

- a. Type(s) of credentials held by the interpreters specifically in EIPA and/or RID.
  - b. The extent of training and continuing education of interpreters provided by the Contractor
  - c. Training and Continuing Education: to include steps taken to ensure interpreters skills are kept up to date, incentives and reimbursement for training, etc.
  - d. The extent of evaluation of interpreters provided by the Contractor.
  - e. Experience in interpreting college-level courses (please name the specific courses).
2. **Recordkeeping:** Information demonstrating the bidder's recordkeeping, to include billing, daily assignment sheets and other records.
  3. **Request Processing:** Information demonstrating the bidder's request processing to include method of processing requests, policy and response time for returning calls, means of communication, response time for resolution of request, etc.
  4. **Quality Control:** Information demonstrating the bidder's quality control program to include handling of disciplinary problems, insubordination, tardiness, absenteeism, how violations are handled, describe the contractor's quality control system, how the contractor will work with the University representatives on procedures and periodic reviews of the interpreting program and its overall effectiveness.
  5. **Confidentiality of Records:** Information demonstrating the bidder's confidentiality of records including where and how records are maintained and who has access.
  6. **Experience and References:** Information demonstrating the bidder's experience, references for all past and current sign language interpreting services agreements (higher education and others) held by the bidder. Provide at least three (3) references for whom you have provided the same or similar service within the last 3 – 5 years. Each reference should include the Customer Name, Contact Name, Current Phone Number and **E-mail address**. Please list all references on the "List of References" provided on page 10 of this bid.
  7. **Rate/Pricing Schedule:** As requested in this bid on page 9 – Bid Price Summary Sheet.

## **SPECIAL TERMS AND CONDITIONS**

1. The University's Student Disability Resource Center (SDRC) shall request for services to the contractor generally at least thirty-six (36) hours in advance of the assignment date. It will be the responsibility of SDRC staff to determine the level of credentials needed per student and/or assignment. The SDRC staff will make assignments giving consideration to the student's language needs, course work difficulty level and course schedule. The contractor will provide full disclosure as the names of the individuals providing interpreting services to University students.
2. All assignments must be authorized in writing by SDRC staff and reference an authorized, signed University Purchase Order. Any assignments outside of regular class time (i.e. extra credit work, study sessions, etc.) that may require interpreting services must be approved by SDRC prior to the provision of services. Solicitation of interpreting assignments directly from students is strictly prohibited. All requests should be directed to the SDRC.
3. Withdrawal and cancellation policy shall be as follows: (1) cancellations require twenty-four (24) hour notice, (2) assignments cancelled within the prescribed twenty-four (24) hour notice will incur NO CHARGE, (3) assignments cancelled without twenty-four (24) hour notice maybe billed at the scheduled assignment rate.
4. The interpreter/contractor must attend every class meeting and stay for the entire length of the class. When the student has a test in class, stay in the classroom so you will be available for questions or special instructions. Interpreters are not to define or answer questions on tests; simply interpret the written question or the student's question to SDRC staff members or classroom instructors. If the student takes a test in SDRC offices, accompany him/her to the SDRC department and stay there for the entire class time. You may be needed to interpret the written test questions. Typically, students do not require interpreting services on exam days; however, when a student makes that request, only

- one interpreter is needed.
5. In regard to a student's tardiness or absence, wait fifteen (15) minutes for a student to arrive for an hour-long class, thirty (30) minutes for classes meeting for one (1) hour and fifteen (15) minutes and one (1) hour for classes three (3) hours or longer before leaving your assignment.
  6. Should the interpreter be late for an assignment due to **unavoidable** circumstances, call SDRC so that a message may be relayed to the student and instructor. **It is the responsibility of the interpreter/contractor to arrange for substitute interpreters, even at the expense of contracting with another agency.**
  7. Do not advise the student/client. If the student/client is having problems with his/her class or instructor, refer the student/client to SDRC to speak with a counselor.
  8. The interpreter shall refrain from engaging in conversations that may be personal or intimate in nature. If the interpreter feels a student is discussing inappropriate subjects with the interpreter, contact SDRC staff.
  9. Payments will be calculated to the next half-hour.
  10. A pattern of failure to honor schedule assignments (maximum of 3 instances per year) may result in contract termination. If a scheduled assignment is not completed, the Contractor must issue a credit to the University at the minimum contract rate.
  11. The successful respondent(s) shall be flexible during drop/add week. If a student drops or withdraws from class, SDRC will notify the contractor within twenty-four (24) hours and the University will not be liable for service not provided. If a student drops or withdraws after drop/add week, then payment will only be made for one interpreter for each class for one additional week of service.
  12. Labs and other academic related activities that last more than two hours will be assessed by student/faculty and SDRC prior to assigning interpreters.
  13. The contractor will maintain detailed records regarding each assignment placed against the contract. The contractor will work with University SDRC staff on procedures and have periodic reviews of the process and its effectiveness.
  14. The contractor will maintain assignment-related information in the strictest of confidence. Contractor is required to safeguard the use, publication and disclosure of information on all students/clients who receive services under the contract in accordance with Federal law that protects the privacy of student education records, Family Educational Rights and Privacy Act (FERPA).
  15. The contractor will allow student or University SDRC staff to cancel interpreting services temporarily due to unexpected absence (i.e. illness, doctor's appointment, etc.) within twenty-four (24) hours of class time at no cost to the University. If knowledge of cancellations by the student is known by one party or the other, communication of the cancellation will be communicated to the other party at the earliest possible time.

## **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 in this Section shall constitute a default and breach of this Agreement and UWF shall enforce the default in accordance with the provisions set forth herein.

## **BACKGROUND CHECKS**

A Level II background check is required to be performed by Contractor for each employee engaged in performing the services described in this ITB. The Contractor must represent that each employee it assigns to perform the services described in this ITB will have successfully passed a Level II background check.

## **INSURANCE**

The respondent shall include written evidence of the appropriate insurance coverage with the proposal. During the term of the contract, the successful Respondent must provide, pay for and maintain insurance in accordance with the Minimum Insurance Requirement.

Upon notification of award to the successful Respondent, an original ACORD certificate of insurance for the coverage described above must be received by UWF Procurement and Contracts with the appropriate identification for the "holder and additional insured" as specified in the Minimum Insurance Requirements

### **Minimum Insurance Coverage and Requirements**

The Contractor shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum insurance, the University of West Florida (UWF) shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

## **COVERAGES**

### **1. Commercial General Liability–ISO CG 001 Form or equivalent. Coverage to include:**

Premises and Operations  
Personal/Advertising Injury  
Products/Completed Operations  
Liability assumed under an Insured Contract (including defense costs assumed under contract)

### **2. Automobile Liability including all:**

Any Auto  
Owned Auto  
Non-owned Auto  
Hired Auto  
Personal Injury Protection (when applicable)

### **3. Workers' Compensation**

Statutory Benefits (Coverage A)  
Employers Liability (Coverage B)

## **LIMITS REQUIRED**

The Contractor shall carry the following limits of liability as required below: Dollar amounts may change in accordance with the event or project. Events may include Food and Liquor Liability.

<b>Commercial General Liability</b>
-------------------------------------

General Aggregate	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Each Occurrence Limit	\$ 1,000,000
Personal/Advertising Injury	\$ 1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Payments (Any One Person)	\$ 5,000
<b>Automobile Liability</b>	
Bodily Injury/Property Damage (Each Accident)	\$ 500,000
Personal Injury Protection	Statutory
<b>Workers' Compensation</b>	
Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability)	\$100,000 \$500,000 \$100,000

### **ADDITIONAL REQUIREMENTS**

The Contractor shall meet the following requirements:

1. Be licensed or approved to do business within the State of Florida.
2. Name the State of Florida, Florida Board of Governors, University of West Florida Board of Trustees, and The University of West Florida, its officers, employees, agents, and volunteers as "Additional Insured".
3. Include an Additional Insured Endorsement form as the "Additional Insured" on Commercial General Liability, Automobile Liability and any other as specified by the contract.
4. Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by UWF.
5. Include a Waiver of Subrogation Clause that clearly states that the insurer paying any claim arising by reason of any operations under the contract will not seek reimbursement from UWF.
6. Policy may not be non-renewed, cancelled or materially changed or altered unless thirty (30) days advance written notice is provided to UWF.
7. Insurance certificates and written endorsements **must** be provided directly by the insurance agency or carrier.
8. Renewal certificates and endorsements are to be provided to UWF at least 30 days prior to expiration.
9. Insurer possesses a minimum **A.M. Best's Insurance Guide rating of no less than "B+"**.
10. **If the Contractor uses "Independent Contractors" to fulfill the requirements of this bid, then it will be the responsibility of the Contractor to provide to the University proof that the "Independent Contractors" carry the required Automobile Insurance as listed above.**



**BID PRICE SUMMARY SHEET**

**FROM:**

\_\_\_\_\_  
**Bidder's Name**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**(Florida Corporate Charter Number)**

\_\_\_\_\_  
**(Federal I.D. Number)**

**TO:**

**The University of West Florida  
Procurement and Contracts  
11000 University Parkway  
Pensacola, FL 32514  
Bids will be received at Bldg. 20W, Room 159**

Bidders:

I, hereinafter called "Bidder", by my signature on the attached "INVITATION TO BID" COVER PAGE, having visited the site of the proposed project and familiarized myself with the local conditions, nature and extent of the work, and having examined carefully the General and Special Conditions and Scope of Work, propose to furnish all labor, materials, and equipment and any other items, facilities, and services for the proper execution and completion of: **SIGN LANGUAGE INTERPRETING SERVICES ON ALL AFFILIATED CAMPUS' OF THE UNIVERSITY OF WEST FLORIDA, PENSACOLA, FLORIDA AND IN FULL ACCORDANCE WITH ALL SPECIFICATIONS, INVITATION TO BID, SPECIAL AND GENERAL TERMS AND CONDITIONS, ADDENDA** and any other documents relating thereto on file at Procurement and Contracts, and if awarded the Contract, to complete said work within the time limits specified for the following bid price:

Unit prices shall include all costs associated with the provision of all services, including administrative fees, if any, and local travel-related costs. The University will not reimburse for additional mileage. All costs must be figured into unit cost.

1. Minimum number of minutes to be billed per assignment (day rate) \_\_\_\_\_.
2. \$\_\_\_\_\_ Amount for minimum duration.
3. \$\_\_\_\_\_ Hourly rate for additional hours.
4. \$\_\_\_\_\_ Amount for minimum duration (Team: two interpreters)
5. Minimum number of minutes to be billed per assignment (night rate) \_\_\_\_\_.
6. \$\_\_\_\_\_ Amount for minimum duration.
7. \$\_\_\_\_\_ Hourly rate for additional hours.
8. \$\_\_\_\_\_ Amount for minimum duration (Team: two interpreters)

## LIST OF REFERENCES

COMPANY NAME:		
ADDRESS:		
CONTACT PERSON:		
PHONE:	FAX:	E-MAIL ADDRESS:
NAME OF CONTRACTOR'S SUPERVISOR:		
PROJECT DESCRIPTION:		

COMPANY NAME:		
ADDRESS:		
CONTACT PERSON:		
PHONE:	FAX:	E-MAIL ADDRESS:
NAME OF CONTRACTOR'S SUPERVISOR:		
PROJECT DESCRIPTION:		

COMPANY NAME:		
ADDRESS:		
CONTACT PERSON:		
PHONE:	FAX:	E-MAIL ADDRESS:
NAME OF CONTRACTOR'S SUPERVISOR:		
PROJECT DESCRIPTION:		

COMPANY NAME:		
ADDRESS:		
CONTACT PERSON:		
PHONE:	FAX:	E-MAIL ADDRESS:
NAME OF CONTRACTOR'S SUPERVISOR:		
PROJECT DESCRIPTION:		

COMPANY NAME:		
ADDRESS:		
CONTACT PERSON:		
PHONE:	FAX:	E-MAIL ADDRESS:
NAME OF CONTRACTOR'S SUPERVISOR:		
PROJECT DESCRIPTION:		

## BIDDER'S CHECKLIST

This list is provided as a guide for the bidder and the University to assure that all required and requested information has been supplied. **Bidder should submit this CHECKLIST with the returned bid.** If any of these items listed below are not included within the returned bid, it may be cause for the bid to be considered non-responsive and could be disqualified. **It is requested that the bid be submitted in order as listed below.** This will aid in accurately determining that all information has been supplied in accordance with the specifications.

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink legible or typewritten. Any corrections must be initialed by person making the corrections, or by modification prior to scheduled bid due date. Failure to comply may be sufficient reason to reject bid.

**Save a tree! Please send only those items requested.  
Do not include the posted bid package.**

	Company name on Invitation to Bid form
	Original signature on front page of Invitation to Bid Acknowledgment Form <b>(MANDATORY)</b>
	One original completed and signed Bid
	One copy of completed and signed Bid
	One electronic copy of completed and signed Bid
	Bid Price Summary Sheet
	Acknowledgment of receipt of addenda (if applicable)
	List of References
	List of skills and credentials of Interpreters
	Completed Bidder's Checklist
	Copy of business license
	Bid Number and Title written on the outside of the Bid package. The University will not be responsible for unopened Bid packages at the Bid opening when the mailing package is not properly identified.

\_\_\_\_\_  
BIDDER'S SIGNATURE

\_\_\_\_\_  
VENDOR'S NAME

# SAMPLE CONTRACT

## Sign Language Interpreter Services Agreement

Between the University of West Florida Board of Trustees,  
A public body corporate (“University”) and  
**TBD** (“Contractor”)

This Agreement is made as of the latest date signed below, between the University of West Florida Board of Trustees, a public body corporate (the “University”), and **TBD**, (the “Contractor”) Federal I.D. No. **TBD**.

This Agreement shall consist of this Agreement, the ITB #15ITBT-01BP – Sign Language Interpreter Services (the “ITB”) and all addenda, and the Contractor’s response to the ITB (the “Response”) which all are hereby incorporated by reference.

In consideration of the mutual promises contained herein, the University and the Contractor agree as follows:

### **ARTICLE 1 – GOVERNING LAW**

This Agreement is governed by the laws of the state of Florida and any provisions herein, in conflict therewith, shall be void and of no effect. Venue for all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in Escambia County, Florida. This choice of venue is intended by the parties to be mandatory. Each party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section. The federal or state courts of the State of Florida shall have exclusive jurisdiction of any claims arising out of this Agreement.

### **ARTICLE 2 – SERVICES & TERM**

The Contractor’s responsibility under this Agreement is to provide Sign Language Interpreter Services as more specifically set forth in formal solicitation number 15ITBT-01BP (the “ITB”), Contractor’s response to formal solicitation number 15ITBT-01BP (the “Response”), and the Scope of Services detailed in the ITB. Services of Contractor shall be under the general direction of the University’s Student Disability Resource Center (SDRC) who shall act as the University’s representative during the performance of this Agreement.

The Contractor shall commence services on the latest date signed below and continue for an initial contract period of three (3) years with the University having the option of renewing for three (3) additional one (1) year periods. This agreement may be renewed under the same terms and conditions as the original agreement, at the sole and exclusive discretion of the University. The University and Contractor will agree upon renewals in writing.

### **ARTICLE 3 – PAYMENTS TO CONTRACTOR**

A. Contractor will bill the University on a monthly basis, or as otherwise provided, at the amounts set forth in Contractor’s bid response for services rendered toward the completion of the Scope of Work.

B. Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the initiating University department, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Financial Services Department for payment. Invoices must reference the current purchase order number (if applicable). Invoices will normally be paid within thirty (30) days following the using Department’s approval.

C. All requests for payment will be submitted in sufficient detail for a proper pre-audit and post-audit thereof.

D. In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the University. This certifies that all services have been properly performed and all charges and costs have been invoiced to University. Since this account will thereupon be closed, any and all further charges if not properly included on this final invoice are waived by the Contractor.

E. All payments are to be made in accordance with UWF Board of Trustees Prompt Payment Policy. A Vendor Ombudsman has been established within the University of West Florida. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the University. The Vendor Ombudsman may be contacted at (850) 474-2636.

#### **ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement and no higher than those charged the Contractor's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the University determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside Contractors. The University shall exercise its rights under this "Certificate" within one (1) year following final payment.

#### **ARTICLE 5 – TERMINATION**

##### Termination without Cause

The University may terminate the Agreement without cause by giving written notice to the other party within 60. Each party will continue and fulfill its obligations already underway at the effective date of the cancellation.

##### Termination for Cause

The Agreement may be terminated in the event of a breach in the Agreement. The aggrieved party will notify the other party in writing and describe the breached provision. The Contractor will have 10 days from receipt of notice to correct the deficiency. If the deficiency is not corrected within the 10 day allotted period, then the University may terminate the Agreement by providing 10 days written notice of termination to the Contractor. Termination for cause shall not relieve either party of the responsibility of discharging its duties already begun.

The University shall be reimbursed by the Contractor for paid services that the University did not or will not receive from the Contractor. The Contractor shall be paid for services rendered to the University's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the University the Contractor shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other material related to the terminated work to the University.

D. Continue and complete all parts of the work that have not been terminated.

## **ARTICLE 6 – PERSONNEL**

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the University.

All of the services required herein shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions of the Contractor's key personnel as may be listed herein must be made known to the University's representative prior to execution, and written approval granted by the University before said change or substitution can become effective.

The Contractor warrants that skilled and competent personnel to the highest professional standards in the field shall perform all services.

## **ARTICLE 7 – SUBCONTRACTING**

The University reserves the right to accept in writing the use of a Sub-Contractor or to reject the selection of a particular Sub-Contractor and to inspect all facilities of any Sub-Contractor in order to make a determination as to the capability of the Sub-Contractor to perform properly under this Agreement. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If a Sub-Contractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the Sub-Contractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to written acceptance of the new Sub-Contractor by the University.

## **ARTICLE 8 – TAXES**

The University is exempt from the payment of all Federal Tax and State Tax for sales, use or excise taxes. The Contractor shall pay all personal property taxes on leased equipment and all taxes based upon net income. The University will furnish an exemption certificate as appropriate to the Contractor. The Contractor shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the University, nor shall the Contractor be authorized to use the University's Tax Exemption Number in securing such materials. The Contractor shall be responsible for payment of its own and its share of FICA and Social Security benefits with respects to this Agreement.

## **ARTICLE 9 – AVAILABILITY OF FUNDS**

The University's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the State and/or the University. The University shall give notice to Contractor of the non-availability of such funds when the University has knowledge thereof. Upon the Contractor's receipt of such notice, the Contractor is entitled to payment for only those services performed prior to the date notice is received.

## **ARTICLE 10 – INSURANCE**

A. The Contractor shall not commence work under this Agreement until it has submitted all insurance required and the University has approved such insurance. The Contractor is required to maintain the insurance for the life of the project plus 1 (one year).

B. The contractor must provide within five calendar days of RFP award notification from the University, an original ACORD Certificate of Insurance evidencing the insurances provided by the Contractor, and signed by the insurance companies or their authorized agents, certifying to the name and address of the party insured, the description of the work covered by such insurance, the insurance policy numbers, the limits of liability of the policies and the dates of their expirations with a further certification from the insurance companies that their policies will not be materially modified, amended, changed, canceled or terminated without thirty (30) days business days prior written notice to the

University. Certificate must list the following entities as certificate holder and additional insured: The State of Florida, Florida Board of Governors, University of West Florida Board of Trustees and The University of West Florida.

C. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

D. The Contractor shall maintain, during the term of this Agreement, coverages and requirements in accordance with the University's Minimum Insurance Coverage and Requirements.

#### **ARTICLE 11 – INDEMNIFICATION**

The Contractor agrees to indemnify and hold harmless, assume liability for and defend, the University, the State of Florida, the Florida Board of Education, the University of West Florida Board of Trustees and their officers, employees, and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which in any manner arise or are alleged to have arisen, from the acts, omissions or wrongful conduct of Contractor or Contractor's officers, employees, agents, guests, patrons, licensees, invitees or sub-Contractor in connection with or related to their operations, activities, occupancy or use of the facilities or property of the University in connection with the performance of this Agreement.

The Contractor shall construe nothing in this Agreement as an indemnification of the Contractor. The University warrants and represents that as a sovereign entity, it is self-insured. Contractor and University agree that nothing contained herein shall be construed or interpreted as (a) the consent of the University or the State of Florida or its agents and agencies to be sued; or (b) a waiver of sovereign immunity of the University or the State of Florida.

#### **ARTICLE 12 – SUCCESSORS AND ASSIGNS**

The University and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the University nor the Contractor shall assign any right or delegate any duties hereunder nor may it transfer, pledge, surrender, or otherwise encumber or dispose of its interest in any portion of this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the University, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the University and the Contractor.

#### **ARTICLE 13 – AFFIRMATIVE ACTION & ADA**

As a condition of this Agreement, the Contractor agrees to comply with Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 503 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, which are incorporated herein by reference.

The Contractor agrees to comply with the Americans with Disability Act (ADA) of 1990.

#### **ARTICLE 14 – UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code shall prevail as the basis for contractual obligations between the Contractor and the University for any terms and conditions not specifically stated in this Agreement.

#### **ARTICLE 15 – CONFLICT OF INTEREST**

In accordance with Section 112.3185, Florida Statutes, the Contractor hereby certifies that to the best of its knowledge and belief no individual employed by it or subcontracted by it has an immediate relation to any employee of the University who was directly or indirectly involved in the

procurement of said services and would conflict in any manner with the performance of services required hereunder. Violation of this section by Contractor shall be grounds for cancellation of this Agreement by the University.

The Contractor shall promptly notify the University in writing of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the University as to whether the association, interest or circumstance would, in the opinion of the University, constitute a conflict of interest if entered into by the Contractor. The University agrees to notify the Contractor of its opinion in writing within 30 days of receipt of notification by the Contractor. If, in the opinion of the University, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the University shall so state in the notification and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the University by the Contractor under the terms of this Agreement.

#### **ARTICLE 16 – FORCE MAJEURE/EXCUSABLE DELAYS**

The Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the University's failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions.

Upon the Contractor's request, the University shall consider the facts and extent of any failure to perform the work and, if the Contractor's failure to perform was without its or its sub-Contractor's fault or negligence, the Agreement Schedule and/ or any other affected provision of this Agreement shall be revised accordingly; subject to the University's rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 17 – ARREARS**

The Contractor shall not pledge the University's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

#### **ARTICLE 18 – 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 in this Article 18 shall constitute a default and breach of this Agreement and UWF shall enforce the default in accordance with the provisions set forth herein.

#### **ARTICLE 19 – INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Contractor, and not an employee, agent, or representative of the University. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the University shall be that of an Independent Contractor and not as employees or agents of the University.

The Contractor does not have the power or authority to bind the University in any promise, agreement, or representation other than specifically provided for in this agreement.

#### **ARTICLE 20 – CONTINGENT FEES**

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

#### **ARTICLE 21 – ACCESS AND AUDITS**

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The University shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business.

#### **ARTICLE 22 – EQUAL OPPORTUNITY IN EMPLOYMENT**

Contractor affirms, without reservation, the principles of equal opportunity employment. Contractor will not discriminate against qualified candidates for any unlawful reasons, including race, religion, gender, national origin, age or disability.

#### **ARTICLE 23 – ENTIRETY OF CONTRACTUAL AGREEMENT**

The University and the Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

Any amendments, alterations or modifications to this Agreement must be in writing, signed or initialed and approved by all signatories of this Agreement to be effective.

#### **ARTICLE 24 – ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that

action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE 25 – AUTHORITY TO PRACTICE**

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the University upon request.

**ARTICLE 26 – SEVERABILITY**

In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or by an Administrative Law Judge in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof. However, where a breach of this Agreement goes to the whole of this Agreement, this Agreement is unenforceable.

**ARTICLE 27 – MODIFICATIONS OF WORK**

The University reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the University's notification of a contemplated change, the Contractor shall (1) if requested by the University, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the University of any estimated change in the completion date, and (3) advise the University in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Agreement.

If the University so instructs in writing, the Contractor shall suspend work on that portion of the Work affected by a contemplated change, pending the University's decision to proceed with the change.

If the University elects to make the change, the University shall issue an Agreement Amendment or Change Order and the Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

**ARTICLE 28 – NOTICE**

All notices required in this Agreement shall be sent in writing by FAX or a delivery service requiring evidence of receipt of delivery and if sent to the University shall be mailed to:

University of West Florida  
Bob Pacenta, Assistant Director  
Procurement & Contracts  
11000 University Parkway  
Pensacola, FL 32514  
Fax # 850-474-2090

Notices sent to the Contractor shall be mailed to:

NAME  
ADDRESS  
EMAIL/FAX

**ARTICLE 29 – PUBLIC ENTITY CRIME**

In accordance with Fla. Stat. §287.133(2) (a), any person or affiliate who has been placed on



## ATTACHMENT A

### BIDDING INSTRUCTIONS AND INFORMATION

#### PREPARATION AND SUBMISSION OF BIDS

All bid sheets and the ITB Acknowledgment Form must be executed and submitted in a sealed envelope. The outside of your envelope shall contain, in addition to the University's address, **the date and time of the bid due date and the bid number & title**. Submit ONE ORIGINAL complete and signed Bid along with one complete hard copy of the Bid and an electronic copy. The original bid should be marked "original." Failure to submit a copy may cause your bid to be considered non-responsive. Bid must contain a manual signature of an authorized representative in the space provided on the front page of the ITB Acknowledgment Form. Bids must be typed or printed in ink. Use of erasable ink or pencil is not permitted. All corrections made by bidder to the bid price must be initialed.

The company name and FEI number must appear on the ITB Acknowledgment Form. Each bid must give the full business address of the bidder and state whether it is an individual, corporation or partnership. Bids by a corporation must be signed with the legal name and seal of the corporation followed by the name of the state of its incorporation and the manual signature and designation of an officer, agent or other person authorized to bind the corporation.

NOTE: Do not include more than one bid number per envelope. The University will not be responsible for unopened bid packages at the bid opening when the package is not properly identified.

#### NO BID SUBMITTED

If not submitting a bid, respond by returning only the ITB Acknowledgment Form, marking it "NO BID," and explaining the reason in the space provided. 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 bidder's name from the notification list.

#### WITHDRAWAL OF BIDS

Bids may be withdrawn by bidders submitting a written request prior to the scheduled bid due date. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened. No bid may be withdrawn after the opening of bids is commenced.

#### DISQUALIFICATION/REJECTION OF BIDS

More than one bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a bidder has an interest in more than one bid for the same work will cause rejection of all bids in which such bidders are believed to have an interest. Any or all bids will be rejected if there is reason to believe that collusion exists among the bidders; no participants in such collusion will be considered in future bids for the same work. Bids in which prices obviously are unbalanced may be rejected by the University. Falsification of any entry made by the bidder will be deemed a material irregularity and will be grounds for rejection. The University reserves the right to reject any and all bids when in the opinion of the University such rejection is in the best interest of the University.

#### ADDENDA

If the University finds it necessary to supplement, modify or interpret any portion of the bidding documents during the bidding period, written addenda will be issued and will be posted on the Procurement & Contracts' website. Except for minor revisions, corrections, or clarifications, the University will endeavor to issue addenda no less than five calendar days prior to the date scheduled for receipt of bids.

#### ADDITIONS/DELETIONS

The University reserves the right to add to or delete any item from this bid or resulting contract when deemed to be in the University's best interest.

## **ERRORS AND OMISSIONS**

The bidder is expected to comply with the true intent of this ITB taken as a whole and shall not avail itself of any error, omission, or discrepancy in the specifications or instructions. Should the bidder suspect such, it shall immediately notify the University, in writing, and the University shall issue written instruction to be followed. The bidder is responsible for the contents of its bid and for satisfying the requirements set forth in the ITB.

## **INTERPRETATIONS/DISPUTES**

Any questions concerning conditions and specifications shall be directed in writing to the responsible buyer for receipt by the due date listed in the ITB. Inquiries must reference the bid number and title. No interpretation shall be considered binding unless provided in writing by the University in response to requests in full compliance with this provision. Any actual or prospective bidder who disputes the reasonableness, necessity or competitiveness of the terms and conditions of the ITB, selection or contract award recommendation shall file such protest in form of a petition in compliance with written university policy. Failure to file a protest within the time prescribed in UWF/REG. 6.0054(5) shall constitute a waiver of proceedings under University Regulations.

## **DELIVERY**

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided on front page of ITB Acknowledgment Form. Delivery time may become a basis for making an award. Delivery of goods shall be made during normal business hours. Items not delivered as per delivery date in bid and/or Purchase Order may result in bidder being found in default, in which event all re-procurement costs may be charged against the defaulting bidder.

## **CONDITION AND PACKAGING**

It is understood and agreed that any item bid or shipped as a result of this ITB shall be new (current model at the time of this ITB). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging and shipping. It is agreed by the parties hereto that delivery by the vendor to the common carrier does NOT constitute delivery to the University. It is further agreed that the University accepts title only when received in acceptable condition, regardless of F.O.B. point.

## **CONFLICT OF INTEREST**

The award hereunder is subject to the provisions of Chapter 112, F.S. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the University of West Florida. Further, all bidders must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent or more in the bidder'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.

No person or firm receiving a contract, to perform a feasibility study of the potential implementation of a subsequent contract, participating in the drafting of an invitation for bid or developing a program for future implementation shall be eligible to contract with the University for any other contracts dealing with that specific project and bidders must disclose with their bid any such conflict of interest.

## **MANUFACTURERS' NAME AND ACCEPTABLE ALTERNATES**

Any manufacturers' names, trade names, brand names information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand which meets the specifications and for which it is an authorized representative. Measurements appearing in these specifications are not intended to preclude items with metric measurements. If bids are based on alternate products, the manufacturer's name and number must be indicated. Bidders shall submit with bid: cuts, sketches, descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The University reserves the right to determine acceptance of item(s) as an acceptable alternate. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the

specifications as listed in the ITB. Bidder must notify the University of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. Changes shall not be binding upon the University unless evidenced by a written Change Order issued and signed by the University's Office of Procurement and Contracts.

## **SAMPLES**

Samples of items, when called for, must be furnished free of expense, on or before bid due date, and if not destroyed may, upon request, be returned at bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name, bid number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and names of carrier and must be received with the bid. If instructions are not received with bid, the samples shall be disposed of by the University.

## **ADDITIONAL TERMS AND CONDITIONS**

No additional terms and conditions included with the response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this ITB. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special terms and conditions in this solicitation are the only conditions applicable to this solicitation and the bidder's authorized signature affixed to the ITB Acknowledgment Form attests to this.

## **SERVICE AND WARRANTY**

Unless otherwise specified, the bidder shall define any warranty service and replacement that will be provided during and subsequent to this contract. Bidders should explain on an attached sheet to what extent warranty and service facilities are provided.

## **ADDITIONAL QUANTITIES**

For a period not exceeding 90 days from the date of acceptance of this bid, the right is reserved to acquire additional quantities up to the amount shown on the bid at the prices bid in response to this invitation. If vendor does not agree to provide additional quantities, the bid sheets are to be noted "BID IS FOR SPECIFIED QUANTITY ONLY."

## **BIDDER'S RESPONSIBILITY**

It is understood and the bidder hereby agrees that it shall be solely responsible for all goods and services that it bids, notwithstanding the detail present in the ITB.

## **BID CLOSING**

The bid closing shall be public, on the date, place and time specified on the ITB Acknowledgment Form. It is the bidder's responsibility to assure that the bid is delivered to the Procurement and Contracts Office no later than the date and time specified. Bids, which for any reason are not delivered on time, will not be considered. Bids by fax, telegram or telephone ARE NOT ACCEPTABLE. A bid may not be altered after bid closing. NOTE: Only the names of the bidders will be announced at the bid closing.

## **BID OPENING**

Bid openings are exempt from public meeting requirements. In compliance with subsection 2(c) of 286.0113, Florida Statutes, General exemptions from public meetings, bid openings will be recorded. Recordings are exempt from public records laws until such time as the University issues a notice of an intended decision.

After decision is made to proceed, bid tabulations will be posted to the University Procurement and Contracts' website at <http://uwf.edu/offices/procurement/vendors-only/open-solicitations/>. Bid files may be examined during normal working hours by appointment after notice of intended decision is issued. Tabulations WILL NOT be provided by facsimile or telephone.

## **ACCOMMODATIONS**

Persons with a disability who require reasonable accommodation for pre-bid or bid closings should contact Sylvia Patterson in Bldg. 20E, Room 119 at least five working days in advance to make appropriate arrangements. Persons with hearing or speech impairments can contact the Florida Dual Party Relay System at 1-800-955-8770 (voice) or 1-800-474-2205 (TDD).

## **AWARDS**

As deemed in the best interest of The University, the right is reserved to make multiple awards or a single award, to reject any and all bids, or waive any minor irregularity or technicality in bids received. The University further reserves the right to award on the basis of bid options, if applicable. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this ITB shall conform to applicable Florida Statutes.

## **CONDITIONED AWARD**

The award of this bid shall depend upon the meeting of the specified requirements, price, quality, delivery date, and suitability for the intended purpose of the University. The University reserves the right to solely determine acceptance of item(s) as an acceptable alternate and to award to an individual vendor or multiple vendors in order to obtain the best cost and service.

## **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.
- Businesses whose principal place of business is the State of Florida.
- Businesses which can document a drug-free workplace program.
- Should a tie remain, award shall be determined by a flip of a coin.

## **BID PROTEST**

In accordance with University of West Florida Regulation 6.0054 (5) and Board of Governors' Regulation 18.002 (5) (a) (2), any qualified respondent who is adversely affected by the university's decision or intended decision must timely file a written Notice of Intent to Protest with the UWF Procurement and Contracts Department within 72 hours of the electronic posting of award or notice of intent to award. Failure to timely file a Notice of Intent to Protest within 72 hours of the university's posting of the notice of decision or intended decision being protested shall constitute a waiver of the right to protest proceedings related to that decision or intended decision.

Any qualified respondent that files an action protesting a decision or intended decision pertaining to this solicitation, must post with the University at the time of filing the formal protest, a bond payable to the University of West Florida Board of Trustees in an amount prescribed by UWF Regulation 6.0057 (3) (a). In lieu of a bond, the University may accept a cashier's check or money order in the amount of the bond.

**Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.**

## **PRICES, TERMS, AND PAYMENT**

Firm prices shall be offered and include all packing, handling, services, shipping charges, delivery and services to the destination shown herein.

**Price Adjustments:** All prices offered shall be firm for 180 days from date of bid. After this date, it shall be the bidder's responsibility to notify the University in writing 30 days in advance of any anticipated changes in prices and submit a request to the Office of Procurement and Contracts for a price increase/decrease by furnishing bona-fide manufacturer's documents or price lists reflecting the changes. Increases/decreases shall be limited to

the actual cost increases/decreases to the bidder. Any request for increases must be accepted in writing by the University. Any price decrease effectuated during the contract period by reason of market change shall be passed on to the University. This shall also apply to all in-place equipment on rent or lease plan.

**Taxes:** The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See tax exemption number on face of Purchase Order. The exemption does not apply to purchases of tangible personal property made by bidders who use the tangible property in the performance of contracts for the improvement of state-owned real estate as defined in Chapter 192, F.S.

**Discounts:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for evaluation purposes.

**Mistakes:** Bidders are expected to examine the specifications, delivery schedule, prices, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in the unit price will govern.

### **PURCHASING BY OTHER AGENCIES**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price to other state universities, community colleges, district school boards, other educational institutions, and other governmental agencies unless otherwise stipulated by the bidder on the bid form. If the period of time is not defined within the solicitation, the prices, terms and conditions shall be firm for 120 days from the date of award.

Each governmental agency desiring to accept these offers and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this solicitation.



## **ATTACHMENT B**

### **GENERAL TERMS AND CONDITIONS**

#### **LEGAL REQUIREMENTS**

Applicable provisions of all federal, state, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response hereto and the University by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

#### **PUBLIC RECORD**

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 in this Section shall constitute a default and breach of this Agreement and UWF shall enforce the default in accordance with the provisions set forth herein.

#### **ABNORMAL QUANTITIES**

If this solicitation is for a term contract, the University reserves the right to solicit separate bids for any unusual or abnormal quantity requirements which may arise during the contract term.

#### **CONTRACT PERIOD AND RENEWAL**

If this solicitation is for a term contract, the contract period will be for an initial period with the option to renew as specified in the solicitation. Renewal of the contract period shall be by mutual agreement in writing.

#### **CANCELLATION**

All contract obligations shall prevail for at least 180 days after effective date of contract. Either party may cancel this contract, in whole or in part, by giving 30 days prior notice in writing to the other party. The University reserves the right of unilateral cancellation for refusal by the bidder to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119 F.S.

#### **DEFAULT**

Failure to perform according to bid and any resulting contract shall be cause for bidder to be found in default in which event any and all re-procurement costs may be charged against the defaulting firm and may result in the

firm being denied future University business. Except for defaults of subcontractors, the Respondent shall not be liable for any excess costs if the failure to perform the contract arises from cause beyond the control and without the fault or negligence of the Respondent.

## **ASSIGNMENT**

Any Purchase Order or contract issued pursuant to this ITB and any contract amounts, which may become due hereunder, are not assignable except with the prior written approval of the University.

## **ADVERTISING**

In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising.

## **GOVERNMENTAL RESTRICTIONS**

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in this bid prior to completion or delivery, it shall be responsibility of the bidder to notify the Office of Procurement and Contracts in writing at once, stating the specific regulation which requires an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the University.

## **PROMT PAYMENT POLICY**

**Invoicing and Payment:** Payment shall be made upon submission of properly certified invoices to the University at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the bidder's FEI Number. An original and one copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. The final payment shall not be made until after the contract is complete unless the University has agreed otherwise. 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 thereof. Travel expenses shall be invoiced in accordance with the rates at or below those specified in s. 112.061.

**Vendor Ombudsman:** The University of West Florida Board of Trustees Prompt Payment Policy provides that the University has five working days to inspect and approve goods and services, unless the solicitation, purchase order or contract specifies otherwise. If payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty in addition to the amount of the invoice, at the rate established in Section 55.03, Florida Statutes, on the unpaid balance shall be paid by the University. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the University. Invoices received from vendors who have failed to supply the University with a complete and accurate W-9, will be deemed insufficient for payment until such information has been provided. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the University, may be contacted at (850) 474-2636.

**Annual Appropriations:** The University's obligation to pay under any contract resulting from this ITB is contingent upon an annual appropriation by the Legislature.

## **INSPECTION, ACCEPTANCE, AND TITLE**

Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the University, unless loss or damage results from negligence by the University. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist in expeditious handling of damage claims, the University will:

- A. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- B. Report damage (visible and concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- C. Retain the item and its shipping container, including inner packing material, until inspection is

- performed by the carrier, and disposition given by the contract supplier.
- D. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

### **NONCONFORMANCE TO CONTRACT CONDITION**

Items may be tested for compliance with specifications by the Florida Department of Agriculture and Consumer Services, or by other appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at bidder's expense and all re-procurement costs may be charged against the defaulting bidder. Any violation of these stipulations may also result in bidder being denied future University business.

### **SAFETY STANDARDS**

Unless otherwise stipulated, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

### **UNDERWRITERS' LABORATORIES**

Unless otherwise stipulated in the ITB, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.

### **MINORITY BUSINESS COMMODITIES AND SERVICES**

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.

For more information please contact the Buyer responsible for this bid.

### **PATENTS AND ROYALTIES**

The bidder, without exception, shall indemnify and save harmless the University and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or alteration of the article. The bidder has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by bidder or is based solely and exclusively upon the University's alteration of the article. The University will provide prompt written notification of a claim of copyright or patent infringement and will afford the bidder full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending, the bidder may, at its options and expense, procure for the University the right to continue use of, replace or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the University agrees to return the article on request to the bidder and receive reimbursement, if any, as may be determined by a court of competent jurisdiction. If the bidder uses any design, device, materials, or services covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, materials, or services in any way involved in the work.

### **LIABILITY**

The successful bidder shall hold and save the University and the State of Florida, its officers, agents and employees harmless against claims by third parties resulting from the bidder's breach of this contract or the bidder's negligence.

### **FACILITIES**

The University reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.

## **EQUAL EMPLOYMENT OPPORTUNITY**

The nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, Veteran's Act 38USC4212, Section 503 - Rehabilitation Act of 1973 Title I of the Americans with Disabilities Act of 1990 42USC12101, Age Discrimination Act of 1975, and UWF's policy relative to sexual harassment are incorporated herein.

## **THE U.S. FAIR LABOR STANDARDS ACT - FLSA**

By signing this bid, bidder 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.

## **PURCHASES FROM CONTRACTORS CONVICTED OF PUBLIC ENTITY CRIMES**

The University 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 vendor list for a period of 36 months from the date of being added to the convicted vendor list.

## **EMPLOYMENT OF UNAUTHORIZED ALIENS**

The University shall consider the employment of unauthorized aliens by the bidder a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this contract.