



## **PURCHASING SERVICES**

### **Invitation to Negotiate for**

### **POLISHING FOR ADVANCED LIGO - *Small Recycling Cavity Mirrors* - - *Batch II* -**

Please mark all proposal submission envelopes with the following information:

ITN10MN-119  
Opening 9/24/09 at 3 PM

<b>1.0</b>	<b>STATEMENT OF WORK</b> .....	<b>5</b>
1.1	Summary.....	5
1.2	Coverage and Participation .....	5
<b>2.0</b>	<b>GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS</b> .....	<b>5</b>
2.1	Original ITN Document .....	5
2.2	University Demographics .....	5
2.3	Schedule of Events.....	6
2.4	Pre-Proposal Conference.....	6
2.5	Pre-Proposal Site Visit .....	6
2.6	Special Accommodations .....	6
2.7	Proposal Preparation Instructions.....	6
2.7.1	<u>Vendor’s Understanding of the ITN</u> .....	6
2.7.2	<u>University Provides Information in Good Faith without Liability</u> .....	6
2.7.3	<u>Verbal versus Written Communication</u> .....	6
2.7.4	<u>Questions, Communications and Inquires between the University and Vendors</u> ....	6
2.7.5	<u>Addenda and the University’s Response to Communications from Vendor</u> .....	7
2.7.6	<u>Pricing and/or Revenue Proposal</u> .....	8
2.7.7	<u>Revisions to the ITN</u> .....	8
2.7.8	<u>Attention to Terms and Conditions</u> .....	9
2.7.9	<u>Required Signature</u> .....	9
2.7.10	<u>Proposal Organization</u> .....	9
	Response Format .....	9
2.7.12	<u>Collusion Prohibited</u> .....	10
2.7.13	<u>Improper Business Relationships/Conflict of Interest Prohibited</u> .....	10
2.7.14	<u>Corrections, Changes, and Providing Information on Forms within the ITN</u> .....	11
2.7.15	<u>Performance and Payment Bond</u> .....	11
2.7.16	<u>Anti-Kickback</u> .....	11
2.8	Proposal Submission and Subsequent Opening .....	11
2.8.1	<u>Proposal Costs</u> .....	11
2.8.2	<u>Faxes or Emails Not Accepted</u> .....	11
2.8.3	<u>Number of Proposal Copies to be Furnished</u> .....	11
2.8.4	<u>Bindings and Marking</u> .....	12
2.8.5	<u>Marking of Envelopes</u> .....	12
2.8.6	<u>Withdrawal of ITN</u> .....	12
2.8.7	<u>University’s Right to Use Vendor’s Ideas/Proprietary Information</u> .....	12
2.9	Evaluation Process and Award .....	12
2.9.1	<u>Contractual Intent/Right to Terminate and Recommence ITN Process</u> .....	12
2.9.2	<u>Effective Period of Proposals</u> .....	12
2.9.3	<u>Proposal Acceptance/Rejection</u> .....	13
2.9.4	<u>Errors and Omissions in Vendors Proposals</u> .....	13
2.9.5	<u>Determination of and Information Concerning Vendor’s Qualifications</u> .....	13
2.9.6	<u>Apparently Conflicting Information Obtained by Vendor</u> .....	13
2.9.7	<u>Rejection of Vendor Counter-offers, Stipulations and Other Exceptions</u> .....	13
2.9.8	<u>Method of Award</u> .....	13
2.9.9	<u>Selection, Negotiation, Additional Information</u> .....	14
2.9.10	<u>Pre-Award Presentations</u> .....	14
2.9.11	<u>Pre-Award Negotiations</u> .....	15
2.9.12	<u>Notice of Proposal Protest Bonding Requirement</u> .....	15
2.9.13	<u>Vendor’s Need to Use Proprietary Rights of the University</u> .....	15
2.9.14	<u>Public Record</u> .....	15

<b>3.0</b>	<b>DEFINITIONS.....</b>	<b>15</b>
3.1	Agreement/Contract .....	15
3.2	Customer .....	15
3.3	May, Should .....	15
3.4	Must, Shall, Will .....	16
3.5	Proposal.....	16
3.6	Proprietary Information.....	16
3.7	Provider .....	16
3.8	Invitation to Negotiate (ITN).....	16
3.9	Respondent .....	16
3.10	Response.....	16
3.11	Successful Vendor .....	16
3.12	Supplement Agreement .....	16
3.13	Supplier.....	16
3.14	University.....	16
3.15	Vendor.....	16
3.16	Vendor's Proposal .....	17
3.17	Vendor's Response .....	17
<b>4.0</b>	<b>AGREEMENT TERMS AND CONDITIONS .....</b>	<b>17</b>
4.1	Actions of Successful Vendor.....	17
4.2	Advertising .....	17
4.3	Americans with Disabilities Act .....	17
4.4	Certification .....	17
4.5	Conflict of Interest .....	17
4.6	Discrimination .....	18
4.7	Drug Free Workplace.....	18
4.8	Equal Opportunity Statement .....	18
4.9	Federal, State, and Local Taxes, Licenses and Permits .....	18
4.10	Inspection and Audit .....	19
4.11	Liens.....	19
4.12	Modifications.....	19
4.13	Non-Discrimination.....	19
4.15	Sales and Use Tax .....	19
4.16	Sexual Harassment.....	19
4.17	Small Business Program .....	20
4.18	Smoking Policy .....	20
4.20	Assignment-Delegation.....	20
4.21	Assignment of Anti-Trust Overcharge Claims.....	20
4.22	Date for Reckoning Prompt-Payment Discount .....	20
4.23	Force Majeure .....	20
4.24	Furnish and Install .....	20
4.25	Indemnification/Hold Harmless .....	21
4.26	Insurance Requirements.....	21
4.27	Protection of Property.....	21
4.28	Labor Disputes.....	22
4.29	Laws and Regulations.....	22
4.30	No Replacement of Defective Tender .....	22
4.31	No Waiver of Right by the University .....	22
4.32	Notice to Vendors of Asbestos-Containing Materials in University Buildings .....	22
4.33	Parking.....	23
4.34	Payment Terms .....	23
4.35	Price Adjustment .....	23
4.36	Prior Course of Dealings.....	23
4.37	Prison Rehabilitative Industries .....	23

4.38	Public Entity Crime .....	23
4.39	Public Records .....	23
4.40	Referencing of Orders .....	24
4.41	Remedies and Applicable Law .....	24
4.42	Right of Inspection .....	24
4.43	Right of Offset .....	24
4.44	Shipment Under Reservation Prohibited .....	24
4.45	Specifications: Brand Name or Acceptable Alternate .....	24
4.46	Successful Vendor to Package Goods .....	25
4.47	Termination .....	25
4.47.1	<u>Convenience</u> .....	25
4.47.2	<u>Default</u> .....	25
4.47.3	<u>Gratuities</u> .....	25
4.47.4	<u>Insolvency</u> .....	26
4.47.5	<u>Lack of Funds</u> .....	26
4.47.6	<u>Stop Work Order</u> .....	26
4.47.7	<u>Suspension or Debarment</u> .....	26
4.47.8	<u>Continuation of Performance Through Termination</u> .....	26
4.48	Title and Risk of Loss .....	26
4.49	Warranties .....	27
5.0	SCOPE OF WORK, SPECIFICATIONS, TECHNICAL REQUIREMENTS .....	27
5.1	Term of Agreement .....	Error! Bookmark not defined.
6.0	Certifications and Forms .....	29
6.1	Certification of Proposal .....	29

## 1.0 STATEMENT OF WORK

### 1.1 Summary

The University of Florida is soliciting proposals from qualified vendors to provide high quality polishing for the small Core Optics mirrors for Advanced LIGO.

Advanced LIGO is an upgrade to the existing Laser Interferometer Gravitational Wave Observatory (LIGO) detectors to higher optical powers and lower noise levels. LIGO consists of three separate interferometers, two located in Hanford, WA (one 4 kilometers long and one 2 kilometers long) and one in Livingston, LA (4 kilometers long). The LIGO project is funded by National Science Foundation to detect and study gravitational waves from astrophysical sources. It is operated by the California Institute of Technology (CIT) and Massachusetts Institute of Technology (MIT). More information on LIGO can be found at <http://www.ligo.org>. The University of Florida LIGO Group is actively involved in many aspects of gravitational wave physics, including the development and construction of the Input Optics for the Advanced LIGO detectors. The Input Optics subsystem is responsible for delivering the laser beam from the pre-stabilized laser into the interferometer with specified characteristics. University of Florida is also involved in the design of another key subsystem of LIGO, the Core Optics subsystem. This subsystem is comprised of exceptional, high quality optical elements that form the resonant cavities of the interferometer. This procurement is specifically for high quality polishing for the small recycling cavity mirrors for the Core Optics subsystem.

### 1.2 Coverage and Participation

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

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

## 2.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS

### 2.1 Original ITN Document

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

### 2.2 University Demographics

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

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

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

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

**2.3 Schedule of Events**

The following is the tentative schedule that will apply to this ITN, but may change in accordance with the University's needs.

09/02/2009	Issuance of ITN
09/09/2009 – 5:00 PM ET	Vendor Questions/Inquiries Due
09/14/2009	Reponses to Inquires sent out
09/24/2009 – 3:00 PM ET	ITN Closes/Opening of Proposals
09/30/2009	Complete Evaluations
10/02/2009	Negotiations begin
10/12/2009 – 2:00 PM ET	72 hour posting period ends
10/15/2009	Commence Service

**2.4 N/A**

**2.5 N/A**

**2.6 N/A**

**2.7 Proposal Preparation Instructions**

**2.7.1 Vendor's Understanding of the ITN**

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

**2.7.2 University Provides Information in Good Faith without Liability**

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

**2.7.3 Verbal versus Written Communication**

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

**2.7.4 Questions, Communications and Inquires between the University and Vendors**

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

University of Florida  
Purchasing Services  
102 Elmore Hall  
PO Box 115250  
Gainesville, FL 32611-5250

Attn: Michael Neff  
Telephone No: 352/392-1331  
Facsimile No: 352/392-8837  
E-mail Address: michael.neff@ufl.edu

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

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

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

- Questions concerning this ITN must be submitted in writing, and be received prior to 09/09/2009 – 5:00 PM/ET.
- Errors and omissions in this ITN and enhancements. Vendors shall bring to the University's attention any discrepancies, errors, or omissions that may exist within this ITN. Vendors shall recommend to the University any enhancements in respect to this ITN, which might be in the University's best interests. These must be submitted in writing and be received prior to 09/09/2009 – 5:00 PM/ET.
- Inquiries about technical interpretations must be submitted in writing, and be received prior to 09/09/2009 – 5:00 PM ET.
- Inquiries for clarifications/information that will not require addenda may be submitted verbally to the Purchasing Coordinator named above at any time during this process.
- Verbal and/or written presentations and pre-award proposals under this ITN.
- Addenda to this ITN.

Informal communications shall cease on the date of distribution of this ITN and formal communications shall commence. On the date that the University notifies responding vendors of this ITN's results and executes the resulting contract with the successful Vendor, informal communications may resume and formal communications must cease.

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

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

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

[http://www.purchasing.ufl.edu/main\\_schedule.asp](http://www.purchasing.ufl.edu/main_schedule.asp)

- ***Vendors who want the addenda supplied to them in another form must notify the Purchasing Coordinator listed in Section 2.7.4 above of that requirement. Otherwise, it will be the vendor's responsibility to check the web site for any additional information and addenda concerning this ITN.***

The University will not respond to any questions/requests for clarification that require addenda, if received by the University after **09/09/2009 – 5:00 PM ET**.

#### **2.7.6 Pricing and/or Revenue Proposal**

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

The University may presume and hold as the vendor's final offer all pricing and/or revenue offerings, whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis, if not specified by the vendor. The University may accept or reject in part or entirely the vendor's pricing and/or revenue offerings when such offerings are not on an all-or-none basis. The University prohibits the changing of pricing and/or revenue proposals after the ITN closing date and time. Unless otherwise specifically proposed by the vendor, the University reserves the right to hold such pricing and/or revenue proposal as effective for the entire intended contract term. The University may prescribe the manner and method by which pricing and/or revenue offerings shall be communicated in the vendor's proposal. The University may reject any proposal in which the pricing and/or revenue offering does not conform to such prescribed manner and method. Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this ITN. Vendors shall ensure that any departure from this condition results in an offer that is clearly cross-referenced to the applicable sections within this ITN. For any material departure from this condition, vendors shall provide clear and unambiguous explanations how the departure relates in detail to the applicable sections within this ITN. If the vendor responds with an “All or None” proposal, it shall be clearly and unambiguously marked as such.

#### **2.7.7 Revisions to the ITN**

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

[http://www.purchasing.ufl.edu/main\\_schedule.asp](http://www.purchasing.ufl.edu/main_schedule.asp)

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

Vendors are responsible for the information contained in such addenda, whether or not they acknowledge receipt. The University is under no obligation to communicate such addenda to vendors who notify the University that they will not be responding this ITN. The University may determine whether an addendum will be considered as part of this ITN and/or as part of any

contract resulting there from. The University shall reject vendors' responses to addenda if such responses are received after the ITN closing date and time.

### **2.7.8 Attention to Terms and Conditions**

Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this ITN. The successful Vendor is expected to enter into a form of agreement. The University agreement terms and conditions included in this ITN are intended to be incorporated into this agreement. Proposals that are contingent upon any changes to these terms and conditions may be deemed to be non-responsive and may be rejected.

### **2.7.9 Required Signature**

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

### **2.7.10 Proposal Organization**

Original proposal and all copies must be on 8-½ x11 text weight paper, using binding tabs that will facilitate the distribution and evaluation of the proposals.

#### **Response Format**

- Submit one (1) copy of the initial response on CD or PC compatible disk, preferably in Word® and/or Excel®. The original response must contain the original manual signature of the authorized person signing the proposal, and the electronic copy of the proposal.
- Submit one (1) original and three (3) copies of the vendor's proposal in hard copy form.
- The outer carton of the response must include the ITN number, name and due date.
- The vendor's response must include the information and required submittals described, tabbed and numbered as shown below, with all information appearing in the Tab in which it was requested.
- Questions and requests for information may not be rearranged, regrouped, or divided in any way.
- All information and required submittals requested MUST BE in hardcopy and included in your written response.

Failure to adhere to this condition may cause your response to be rejected without further evaluation.

- Information submitted that is not requested by the University may be considered to be supplemental, not subject to evaluation by the committee members.
- If there is any information or required submittals which due to size or binding cannot be incorporated following the proper tab, the vendor must provide information following the numbered tab, telling the evaluator where the information can be found in the response.
- Paper copies of responses must be tabbed, headed, and numbered exactly as outlined in each section, and the required information must be provided in the section under which it was requested by University. Responding companies may not combine or reorganize the headings and/or requests for information, or indicate that the information will be included in another section.
- Tabular / Paginated Format:
  - **Tab 1:** A one to two page executive summary of the vendor's proposal, including brief descriptions of the company's expertise, how the vendor plans to address the University's requirements.
  - **Tab 2:** Completed and signed ITN acknowledgement form, and/or signed and completed acknowledgement forms for any addenda issued.

- **Tab 3:** Contact name(s) and title(s) of the individual(s) responsible for the company's proposal and negotiation during this ITN process. Please include the Organizational chart beginning with your account management team through CEO of your company
- **Tab 4:** A listing of the company's recent projects/customers similar in size and scope to the services described in the ITN, both current and past customers. This list must include the name, address, telephone, and email address of the client contract administrator and the final cost/price of the project.
- **Tab 5:** As defined in Section 5.4, please describe your organization's Quality Assurance/Quality Control process, as well the process for managing Quality Assurance of any subcontract work.
- **Tab 6:** Detailed proposal per specifications as defined in section 5.5, include all relevant details including processes, exceptions, tooling and fixture costs, and a breakdown of the cost per substrate type (also showing the unit price), witness samples, and reference spheres. (Note that the award for polishing the 2-inch witness samples is optional at UF's discretion and none or only some types of witness pieces may be awarded. Also, the vendor should state clearly if it cannot or does not wish to provide the blanks for the 2-inch witness samples). Make sure your proposal addresses the evaluation criteria in section 2.9.8.
- **Tab 7:** Additional information.

#### **2.7.11 Authority to Negotiate**

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

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

#### **2.7.12 Collusion Prohibited**

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

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

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

not vendor disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

**2.7.14 Corrections, Changes, and Providing Information on Forms within the ITN**

Vendors shall ensure that an authorized individual initials each correction using pen and ink. Vendors shall use pen and ink or typewriter in providing information directly on pages, or copies thereof, contained within this ITN.

**2.7.15 Performance and Payment Bond**

Not applicable.

**2.7.16 Anti-Kickback**

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

**2.8 Proposal Submission and Subsequent Opening**

Proposals must be delivered sealed to: University of Florida, Purchasing Services, 102 Elmore Hall, PO Box 115250, Gainesville, FL 32611-5250, on or prior to **09/24/2009 – 3:00 PM**. The University shall not accept proposals received by facsimile or email. The University shall, at the specified closing date and time, open all proposals that are otherwise in order. The University will allow interested parties to attend such opening for purposes of identifying which vendors have responded. The University will make no immediate decision at such time, and there will be no disclosure of any information contained in any proposal until the earlier of (i) the time University provides notice of a decision or intended decision, or (ii) 20 days after the final competitive sealed proposals are all opened, whichever occurs earlier, vendor proposals become public record. When multiple solicitations have been scheduled to open at the same date and time, the University will open solicitations that have interested individuals present in sequential order by solicitation number. The University will hold unopened any proposals received after the closing date and time, and will not consider such proposals. The University reserves the right to retain or dispose of such proposals at its discretion; however, the University may return such proposals to their related vendors, but only at such vendor's request and at no cost or expense whatsoever to the University.

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

**2.8.1 Proposal Costs**

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

**2.8.2 Faxes or Emails Not Accepted**

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

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

Vendors are to submit one (1) original, marked "Original", and three (3) copies, marked "Copy".

**2.8.4 Bindings and Marking**

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

**2.8.5 Marking of Envelopes**

Vendors shall ensure that the submittal envelope(s) clearly and conspicuously display the following identifying information in addition to any other information otherwise required for transmittal, and are sealed.

ITN #: 10MN-119

Opening date and time: 09/24/2009 – 3:00 PM ET

**2.8.6 Withdrawal of ITN**

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

**2.8.7 University's Right to Use Vendor's Ideas/Proprietary Information**

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

Selection or rejection of the proposal shall not affect the University's right of use. Provided, however, that the University will, in good faith, honor any vendor information that is clearly designated and conspicuously labeled as proprietary, and the University concurs that the information is proprietary, that trade secrets or other proprietary data contained in the proposal documents shall be maintained as confidential in accordance with procedures promulgated by the Purchasing Coordinator and subject to limitations in Florida or Federal law. Proposal's generally cannot be considered proprietary or to be a trade secret. The University shall not be liable in any manner or in any amount for disclosing proprietary information or trade secrets if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know or could not have reasonably known that such information was proprietary or trade secrets.

**2.9 Evaluation Process and Award**

**2.9.1 Contractual Intent/Right to Terminate and Recommence ITN Process**

The University intends to contract with one or more vendors whose proposal(s) are considered to be in the best interests of the University. However, the University may terminate this ITN process at any time up to notice of award, without prior notice, and without liability of any kind or amount. Further, the University reserves the right to commence one or more subsequent ITN processes seeking the same or similar products or services covered hereunder.

**2.9.2 Effective Period of Proposals**

Under this ITN, the University shall hold that vendors' responses to this ITN shall remain in effect for a period of ninety (90) days following the closing date, in order to allow time for evaluation, approval, and award of the contract. Any vendor who does not agree to this condition shall specifically communicate in its proposal such disagreement to the University, along with any proposed alternatives. This University may accept or reject such proposed alternatives without further notification or explanation.

### **2.9.3 Proposal Acceptance/Rejection**

The University reserves the right to reject any or all proposals. Such rejection may be without prior notice and shall be without any liability of any kind or amount to the University. The University shall not accept any proposal that the University deems not to be in its best interests. The University shall reject proposals submitted after the closing date and time.

### **2.9.4 Errors and Omissions in Vendors Proposals**

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

### **2.9.5 Determination of and Information Concerning Vendor's Qualifications**

The University reserves the right to determine whether a vendor has the ability, capacity, and resources necessary to perform in full any contract resulting from this ITN. The University may request from vendors information it deems necessary to evaluate such vendors' qualifications and capacities to deliver the products and/or services sought hereunder. The University may reject any vendor's proposal for which such information has been requested but which the vendor has not provided. Such information may include but is not limited to:

- Financial resources
- Personnel resources
- Physical resources
- Internal financial, operating, quality assurance, and other similar controls and policies
- Resumes of key executives, officers, and other personnel pertinent to the requirements of the ITN
- Customer references
- Disclosures of complaints or pending actions, legal or otherwise, against the vendor

### **2.9.6 Apparently Conflicting Information Obtained by Vendor**

The University is under no obligation whatsoever to honor or observe any information that may apparently conflict with any provision herein, regardless of whether such information be obtained from any office, agent, or employee of the University. Such information shall not affect the vendor's risks or obligations under a contract resulting from this ITN.

### **2.9.7 Rejection of Vendor Counter-offers, Stipulations and Other Exceptions**

Any vendor exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted in writing by the University and thereafter incorporated into any contract resulting from this ITN.

### **2.9.8 Method of Award**

The evaluation of each response to this ITN will be based on its overall competence, compliance, format, and organization. The Award shall be made to the responsible vendor whose proposal is determined to be the most advantageous to the University of Florida, taking into consideration the following evaluation criteria listed below. Pricing may be a criterion. However, the University is under no obligation whatsoever to select as most responsive the proposal that demonstrates the lowest pricing but not necessarily the one receiving the highest overall score.

### **Evaluation Criteria**

The final award will be based on factors including, but not limited to:

- **Technical Approach:**  
The degree to which the proposed technical approach addresses the technical requirements is of primary importance. The following aspects will be considered:
  1. Vendor demonstrated ability to meet the specifications. All exceptions need to be addressed in detail.
  
- **Production Capacity and Cost:**  
The degree to which the vendor has demonstrated the ability to deliver polished substrates at a rate appropriate to the project schedule at a competitive price.  
Factors considered:
  1. Project Plan
  2. Delivery Rate
  3. Completion Date
  4. Price/Cost
  5. Subcontracts
  6. Staffing
  
- **Past Performance:**  
The degree to which the vendor has meet the requirements in similar projects performed previously. Aspects considered are:
  1. Technical Quality
  2. Schedule and Cost Performance
  3. Management and Communication (internal/external)

Vendors whose proposals are not accepted will be notified after a contractual agreement exists between the University and the selected proposer or when the University rejects all proposals.

The contract will consist of the University's ITN, the proposal with any and all revisions, award letter, purchase order, and the signed agreement between the parties, as stated in that agreement.

#### **2.9.9 Selection, Negotiation, Additional Information**

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

#### **2.9.10 Pre-Award Presentations**

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

### **2.9.11 Pre-Award Negotiations**

The University reserves the right to negotiate prior to award with the highest ranked vendors for purpose of addressing the matters set forth in the following list, which may not be exhaustive.

- Resolving minor difference and typographical errors
- Terms and conditions
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from vendors
- Obtaining the lowest and best pricing and/or revenue agreement

### **2.9.12 Notice of Proposal Protest Bonding Requirement**

Any person or entity who files an action protesting a decision or intended decision pertaining to a competitive solicitation shall at the time of filing the formal protest, post with the University a bond payable to the University in an amount equal to 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; \$10,000.00; or whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the person or entity filing the protest action.. In lieu of a bond, the University may accept a cashier's check, bank official check or money order in the amount of the bond. FAILURE OF THE PROTESTING PERSON OR ENTITY TO FILE THE REQUIRED BOND, CASHIER'S CHECK, BANK OFFICIAL CHECK OR MONEY ORDER AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.

### **2.9.13 Vendor's Need to Use Proprietary Rights of the University**

All information proprietary to the University and disclosed by the University to any vendor shall be held in confidence by the vendor and shall be used only for purposes of the vendor's performance under any contract resulting from this ITN.

### **2.9.14 Public Record**

On the earlier of (i) the time University provides notice of a decision or intended decision, or (ii) 20 days after the final competitive sealed proposals are all opened, whichever occurs earlier, vendor proposals maybe disclosed as public record.

## **3.0 DEFINITIONS**

### **3.1 Agreement/Contract**

All types of agreements entered into by the University of Florida, regardless of what they may be called, for the procurement of materials, services or construction, or the disposal of materials. Meaning is interchangeable,

### **3.2 Customer**

Unless otherwise implied by the context of the specific provision within this ITN, "Customer" means a customer of the vendor, other than the University.

### **3.3 May, Should**

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

### **3.4 Must, Shall, Will**

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

### **3.5 Proposal**

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

### **3.6 Proprietary Information**

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

### **3.7 Provider**

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

### **3.8 Invitation to Negotiate (ITN)**

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

### **3.9 Respondent**

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

### **3.10 Response**

Same as Proposal

### **3.11 Successful Vendor**

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

### **3.12 Supplement Agreement**

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

### **3.13 Supplier**

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

### **3.14 University**

The University Of Florida Board Of Trustees is the public body corporate of the University.

### **3.15 Vendor**

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

### **3.16 Vendor's Proposal**

Same as Proposal

### **3.17 Vendor's Response**

Same as Proposal

## **4.0 AGREEMENT TERMS AND CONDITIONS**

The following are the Terms and Conditions that will become part of any Agreement consummated between the University and the Successful Vendor. In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Agreement; Invitation to Negotiate; Proposal.

### **4.1 Actions of Successful Vendor**

The University is under no obligation whatsoever to be bound by the actions of any Successful Vendor with respect to third parties. The Successful Vendor is not a division or agent of the University.

### **4.2 Advertising**

The Successful Vendor shall not advertise or publish information concerning the Agreement without prior written consent of the University. The University shall not unreasonably withhold permission.

### **4.3 Americans with Disabilities Act**

The Successful Vendor shall comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the act.

### **4.4 Certification**

By signature on the "Proposal Certification" form included under Section 6.0, the Vendor certifies that the submission on the proposal did not involve collusion or other anti-competitive practices. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. In addition, Vendor certifies whether or not an employee of the University has, or whose relative has, a substantial interest in any Agreement subsequent to this ITN. Vendor also certifies their status with regard to debarment, or suspension by any federal entity.

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting Agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting Agreement. Any resulting Agreement may be subject to legal remedies provided by law. Vendor agrees to promote and offer to the University only those services and/or materials as stated in and allowed for under resulting Agreement(s).

### **4.5 Conflict of Interest**

The award hereunder is subject to the provisions of Chapter 112, F.S. Vendors must disclose with the proposal the name of any officer, director, or agent who is also an employee of the University of Florida. Further, all Vendors must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Vendor's firm or any of its branches.

#### **4.6 Discrimination**

An entity or affiliate who has been placed on the discriminatory list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a Vendor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.

#### **4.7 Drug Free Workplace**

The Successful Vendor agrees that in the performance of the Agreement, neither the Successful Vendor nor any employee of the Successful Vendor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the Agreement. The University reserves the right to request a copy of the Successful Vendor's Drug Free Workplace Policy. The Successful Vendor further agrees to insert a provision similar to this statement in all subcontracts for services required.

#### **4.8 Equal Opportunity Statement**

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

- A. The provisions of Executive Order 11246, September 24, 1966, and the rules, regulations, and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value.
- B. If the vendor expects to receive \$10,000 in orders during the first 12 months of this agreement, a complete certificate of non-segregated facilities shall be attached to the proposal response.
- C. If the vendor expects to receive \$50,000 in orders during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEO-1) must be filed prior to March 1 of each year.
- D. If the vendor expects to receive \$50,000 in orders during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the vendor, subject to review upon request by the user agencies of this agreement.

If you have already complied with the above, please indicate\_\_\_\_\_

#### **4.9 Federal, State, and Local Taxes, Licenses and Permits**

Successful Vendor is solely responsible for complying with all laws, ordinances, and regulations on taxes, licenses and permits, as they may apply to any matter under this ITN. The Successful Vendor must demonstrate that they are duly licensed by whatever regulatory body may require during the performance of the Agreement. Prior to the commencement of Agreement, the Successful Vendor shall be prepared to provide evidence of such licensing as may be requested by the University.

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

#### **4.10 Inspection and Audit**

All books, accounts, reports, files and other records relating to the Agreement shall be subject at all reasonable times to inspection and audit by the University of Florida.

#### **4.11 Liens**

Each Successful Vendor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Successful Vendor.

#### **4.12 Modifications**

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

#### **4.13 Non-Discrimination**

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

#### **4.14 Ownership of Documents**

All drawings, maps, sketches, documents, records, programs, data base, reports and other data developed or purchased, under this Agreement for or at the University's expense shall be and remain the University's property, without restriction, reservation or qualifications. The Successful Vendor may retain copies necessary for recordkeeping documentation and all such other business purposes related to the Agreement. All materials and products produced shall be provided to the University upon expiration of this Agreement.

#### **4.15 Sales and Use Tax**

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

#### **4.16 Sexual Harassment**

Federal law and the policies of the University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees, or a hostile or a offensive academic environment for University students. University vendors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. The employer of any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to be removed from the project site and from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

#### **4.17 Small Business Program**

University is an equal opportunity institution and, as such, encourages the use of small businesses, including women and minority-owned small businesses in the provision of goods and services. Small businesses should have a fair and equal opportunity to compete for dollars spent by the University. Competition ensures that prices are competitive and a broad vendor base is available. Vendor shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses. For questions about the University's Small Business Program contact Faylene Welcome, Director of Small Business and Vendor Diversity, 352-392-1331.

#### **4.18 Smoking Policy**

All facilities of University of Florida are smoke free. Smoking is not permitted inside University buildings or within 50 feet of doorways and air intakes. The Successful Vendor is expected to respect this smoke free policy and fully comply with it.

#### **4.19 Sustainability Preferences**

The University's purchasing directives support the purchase of products that will minimize any negative environmental impacts of our work. In order to facilitate a healthy market in recycled products, all parties involved in the procurement and utilization of materials must engage in both waste recycling and the initial purchase of products containing recycled content. It is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and promote environmentally responsible products, as well as energy efficient fixtures, appliances and mechanical equipment used in new construction and retrofit of University facilities.

#### **4.20 Assignment-Delegation**

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

#### **4.21 Assignment of Anti-Trust Overcharge Claims**

The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Successful Vendor hereby assigns to the University any and all claims for such overcharges.

#### **4.22 Date for Reckoning Prompt-Payment Discount**

For purposes of determining whether a prompt-payment discount, if applicable, may be taken by the University, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.

#### **4.23 Force Majeure**

Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of the Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

#### **4.24 Furnish and Install**

Not applicable.

#### **4.25 Indemnification/Hold Harmless**

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

#### **4.26 Insurance Requirements**

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

General Liability Insurance – The Successful Vendor shall provide the ISO Commercial General Liability policy for general liability coverage's for limits of not less than of \$500,000 per occurrence. Coverage shall be maintained without interruption from date of commencement of work until date of final payment.

Worker's Compensation - The Successful Vendor shall secure and maintain for the life of this Agreement, valid Worker's Compensation Insurance as required by chapter 440, Florida Statutes.

Automobile Liability - The Successful Vendor shall secure and maintain, during the life of this Agreement, Automobile Liability insurance on all vehicles against bodily injury and property damage in at least the amount of \$100,000.00 per person, \$500,000.00 per occurrence.

#### **4.27 Protection of Property**

The Successful Vendor shall at all times guard against damage or loss to the property of the University or of others or vendors and shall be held responsible for replacing or repairing any such loss or damage. The University may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence

of the Successful Vendor or their agents. The Successful Vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

**4.28 Labor Disputes**

Successful Vendor shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance of the Agreement.

**4.29 Laws and Regulations**

Successful Vendors are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations affecting the rights of their employees, and shall protect and indemnify the University, its officers and agents against any claims of liability arising from or based on any violation thereof.

**4.30 No Replacement of Defective Tender**

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

**4.31 No Waiver of Right by the University**

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

**4.32 Notice to Vendors of Asbestos-Containing Materials in University Buildings**

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

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

- A. Avoid disturbing suspected ACM. Exercise caution and watch for possible ACM.
- B. If it is necessary to disturb ACM, first notify the appropriate Division Asbestos Representative listed in this notice, or the University of Florida Asbestos Coordinator, before proceeding with your work. You shall take whatever precautions are necessary to protect humans' health and the environment, and comply with all applicable Federal, State, and Local laws pertaining to asbestos.
- C. If you require additional information on possible locations of ACM in a particular building, contact the Asbestos Representative from the Division for which you are working.

<u>Division</u>	<u>Asbestos Representative</u>	<u>Telephone</u>
Physical Plant	Assoc. Dir. Physical Plant	(352) 392-7793
Health Center	Asst. Dir. Health Ctr Physical Plant	(352) 392-4417
Housing	Housing Maintenance Superintendent	(352) 392-2161
Reitz Union	Maintenance Superintendent	(352) 392-1614

IFAS

Engineer

(352) 392-6488

**4.33 Parking**

The Successful Vendor shall obtain all parking permits and/or decals that may be required while performing project work on University premises. The Successful Vendor should contact Transportation and Parking Services at 352-392-2241.

**4.34 Payment Terms**

The University's obligation is payable only and solely from funds appropriated for the purpose of the Agreement. Unless otherwise stated herein, the payment terms for the Agreement are Net 30 days. VENDOR OMBUDSMAN: The University's vendor ombudsman whose duties include acting as an advocate for vendors may be experiencing problems in obtaining payment(s) from the University may be contacted at 352-392-1241.

**4.35 Price Adjustment**

Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Agreement period, and shall be supported by written evidence of increased costs to the Successful Vendor. The University will not approve unsupported price increases that will merely increase the gross profitability of the Successful Vendor at the expense of the University. Price change requests shall be a factor in the Agreement extension review process. The University shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University.

**4.36 Prior Course of Dealings**

No trade usage, prior course of dealings, or course of performance under other agreements shall be a part of any agreement resulting from this ITN; nor shall such trade usage, prior course of dealing, or course of performance be used in the interpretation or construction of such resulting agreement.

**4.37 Prison Rehabilitative Industries**

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

**4.38 Public Entity Crime**

A person or affiliate who has been placed on the convicted list by the Department of Management Services, State of Florida, may not submit a proposal on a contract to provide any goods or services, including construction, repairs, or leases and may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant for the University of Florida for a period of 36 months from the date of being placed on the convicted list, a "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or any entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime (Rule 6C1-3.020 FAC).

**4.39 Public Records**

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

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

#### **4.40 Referencing of Orders**

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

#### **4.41 Remedies and Applicable Law**

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

#### **4.42 Right of Inspection**

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

#### **4.43 Right of Offset**

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

#### **4.44 Shipment Under Reservation Prohibited**

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

#### **4.45 Specifications: Brand Name or Acceptable Alternate**

Where in these specifications reference is made to materials, trade names, catalog numbers or articles of certain manufacture, it is done for the sole purpose of establishing a basis of a comparable standard of quality, performance, characteristics desired and is not intended to limit or restrict competition. It shall be understood that such method of specification description is not intended to exclude other processes, similar designs, or kinds of materials, but is intended solely as a means of establishing a standard of comparison to be utilized for solicitation evaluation purposes. Other material or product may be used, if in the sole opinion of the University, they are equal in durability, quality and of a design in harmony with the intent of these specifications. Such other material or product which is substantially equivalent to those specific brand(s) specified shall qualify for solicitation evaluation and award consideration by the University. The University reserves the right to reject any substitute material or product which, in its opinion, does not meet the standard of quality established by reference in these specifications and is not considered an acceptable alternate for the

intended use and purpose. The burden of proof as to meeting the requirements of these specifications shall be the responsibility of the submitting vendor. Such proposer(s) who is offering any material or product other than the item(s) specified herein must submit with their solicitation response catalog cuts and detailed specifications which will completely describe the item(s) on which they are offering for an acceptable alternate determination by the University. Where the proposer proposes to substitute a material or product which is not known to the University, he/she shall be prepared to submit samples on request for the University's inspection and evaluation. The cost of transportation, both ways, of such samples shall be borne by the submitting proposer.

#### **4.46 Successful Vendor to Package Goods**

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

#### **4.47 Termination**

##### **4.47.1 Convenience**

The University reserves the right to terminate the Agreement in whole or part at anytime when in the best interests of the University without penalty or cause. Upon receipt of the written notice, the Successful Vendor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the University. In the event of termination under this provision, all documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and delivered to the University. The Successful Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the Successful Vendor's sole remedy against the University in the event of termination under this provision.

##### **4.47.2 Default**

The University reserves the right to terminate the Agreement in whole or in part due to the failure of the Successful Vendor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The University shall provide written notice of the termination and the reasons for it to the Successful Vendor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Successful Vendor shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services.

##### **4.47.3 Gratuities**

The University may, by written notice to the Successful Vendor, cancel the Agreement if it is discovered by the University that gratuities, in the form of entertainment, gifts or other, were offered or given by the Successful Vendor, or any agent or representative of the Successful Vendor, to any officer or employee of the University with a view toward securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the

University pursuant to this provision, University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Successful Vendor in providing such gratuities.

#### **4.47.4 Insolvency**

The University shall have the right to terminate the Agreement at any time in the event Successful Vendor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Successful Vendor and not discharged within thirty (30) days; or if Successful Vendor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Successful Vendor or its business.

#### **4.47.5 Lack of Funds**

The Agreement may be canceled without further obligation on the part of the University of Florida in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Successful Vendor shall be notified in writing of such non-appropriation as soon as reasonable possible. No penalty shall accrue to the University in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit the University to terminate the Agreement in order to acquire similar equipment, material, supplies or services from another party.

#### **4.47.6 Stop Work Order**

The University may at any time, by written order to the Successful vendor, require the Successful Vendor to stop all or any part of the work called for by the Agreement for a period of ninety (90) days after the order is delivered to the Successful Vendor, and for any further period to which the parties may agree. The order shall be specifically identified as a Stop Work Order issued under this provision. Upon receipt of the order, the Successful Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the Successful Vendor shall resume work. The University shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

#### **4.47.7 Suspension or Debarment**

The University may by written notice to the Successful Vendor immediately terminate the Agreement if the University determines that the Successful Vendor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but limited to, being disapproved as a subcontractor Vendor of any public procurement unit or other governmental body.

#### **4.47.8 Continuation of Performance Through Termination**

The Successful Vendor shall continue to perform, in accordance with the requirements of Agreement, up to the date of termination, as directed in the termination notice.

#### **4.48 Title and Risk of Loss**

The title and risk of loss of the goods shall not pass to University until University actually receives the goods at the point or points of delivery.

#### 4.49 Warranties

In addition to any implied warranties, Successful Vendor warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed herein, and to the sample or samples furnished by the Successful Vendor, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

### 5.0 SCOPE OF WORK, SPECIFICATIONS, TECHNICAL REQUIREMENTS

The University of Florida is soliciting proposals from qualified vendors to provide high quality polishing for the small Core Optics mirrors for Advanced LIGO. The University will then negotiate with the firms who best meet the needs of the University.

#### 5.1 Substrates Information:

##### 5.1.1 Blank Material

Blanks will be supplied to the vendor per Specifications and Drawings (Attachment\_C) provided with this bid package. The blank material was upgraded to Suprasil 312 for all blanks, and meets or exceeds all specifications in the Blank Specifications. Blanks were supplied by Heraeus Quartz America, LLC.

- All blanks are pre-polished using a progression of grit size ending with a 320 or smaller grit wheel, as specified in Blanks Specifications (Attachment\_C).

#### 5.2 Substrate Pre-Inspection:

- Polishing vendor will submit a report of the visual inspection performed at the receiving of the polished substrate.
- All documentation received with the blanks (individual inspection data) will be preserved unaltered and returned with the corresponding polished substrates.
- The risk of loss of or damage to any and all of the University furnished materials shall be upon Vendor from the time when the same is delivered to it, until property is delivered and accepted per sections 4.48 and 5.3.

#### 5.3 Shipping Instructions:

- Vendor will contact University of Florida for shipping and handling instruction prior to product delivery. No product shall be delivered without prior permission from UF.
- Shipping containers for the 150 mm x 75 mm optics will be provided to the vendor by the University of Florida. Vendor will provide secure shipping containers for the 2-inch witness pieces after discussing the suitability with UF.
- Last piece of polished substrate should be delivered no later than 1-July-2010, any exceptions to this requirement needs to be noted in the bid proposal.

#### 5.4 Quality Assurance Requirements:

LIGO prefers to utilize the contractor's existing Quality Assurance/Quality Control (QA/QC) programs to the fullest extent possible consistent with the following essential LIGO QA/QC requirements. The proposer shall submit a written description/plan of its existing QA/QC system along with plans to

manage its subcontractors consistent with its proposal (identify the corresponding sections/paragraphs in your existing QA/QC program). Please refer to attached document **Attachment B LIGO Quality.pdf** for additional information regarding the program areas listed in the table below (the below are applicable to this solicitation):

- Calibration Program
- End Item Data Package
- Cleanliness
- Inspections and Audits
- Certificates of Compliance
- Packaging
- Raw Material Procurement
- Customs (if/as applicable: Contact Michael Neff, michael.neff@ufl.edu)
- Storage and Preservation
- Defect Reporting/non conforming materials
- Traceability of Materials
- Drawing and Specification Change Control
- Transport

### **5.5 Polishing Specifications:**

The successful Vendor is expected to meet the quality specifications outlined in **Attachment A Polishing Specifications.pdf**. Proposal must include all relevant details including processes, exceptions, tooling and fixture costs, and a breakdown of the cost per substrate type (including unit price), witness samples, and reference spheres. (Note **Attachment C Additional Material.pdf** is for additional reference regarding the Blank and Substrate Specifications).

### **5.6 Inspection, Rejection, and Return of Materials:**

All goods and services to be purchased under this Agreement are subject to University's right of inspection and approval and may be inspected at delivery destination or Vendor's plant. University reserves the right, in addition to any other rights it may have at law, at equity or under this Agreement, to reject and refuse acceptance of all or a portion of such goods or services which are not in conformity with specifications. University shall have the right to return to Vendor all or portion of such non-conforming goods or any item representing or embodying the services, at Vendor's sole risk and expense, for full refund of the total cost associated with the items, or require that Vendor, at its sole risk and expense, correct or replace such goods or services with in such time as University may require. Payment for any goods or services shall not be deemed as acceptance.

**6.0 Certifications and Forms**

**6.1 Certification of Proposal**

Explanation: This certification attests to the vendor's awareness and agreement to the content of this ITN and all accompanying provisions contained herein.

Action: Vendor is to ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to Invitation to Negotiate # 10MN-119 issued by the University of Florida. The undersigned, as a duly authorized officer, hereby certifies that

\_\_\_\_\_  
(Vendor Name)

Agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced Invitation to Negotiate (ITN) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the ITN. The proposal shall remain in effect for a period of ninety (90) calendar days as of the Due Date for responses to the ITN.

The undersigned certifies that to the best of his/her knowledge: (check one)

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

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

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

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

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

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

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

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

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

Signature of Authorized Officer

\_\_\_\_\_  
Printed Name

**ITN #: 10MN-119**

**Closing Date: 09/24/2009**

**Closing Time: 3:00 PM/ET**