



Office of the Vice President
and Chief Financial Officer
Finance and Accounting Division
Purchasing Services
<http://purchasing.ufl.edu/>

102 Elmore Hall
PO Box 115250
Gainesville, FL 32611-5250
352-392-1331
352-392-8837 Fax

December 8th, 2014

Fisher Scientific
Attn: Kris Schoolfield
3970 Johns Creek Court, Suite 500
Suwanee, GA 30024
Email: kris.schoolfield@thermofisher.com

RE: UF Bid No. ITN07TO-135

Dear Ms. Schoolfield

The University of Florida desires to extend the current bid at the same bid price for an additional three (3) month period, from December 31, 2014 thru March 31, 2015 or until a new contract is awarded, whichever comes sooner upon written acceptance by your company.

All General and Special Terms & Conditions, including any special provisions, which may have been mutually accepted during the term of the agreement, will remain in effect during the renewal period.

In addition, other State Institutions may also continue to use this extension, should they desire to.

Questions concerning this renewal option should be directed to myself at nheredia@ufl.edu or (352) 392-1331x 234.

Please indicate your acceptance by signing below. Please return to Purchasing Services as soon as possible. Thank you for your cooperation in this matter.

Sincerely,

Nicola Heredia
Assistant Director, Purchasing Services. Research and Scientific Purchasing Coordinator II

Accepted by:

Joseph A Centofante

12-8-14

Signature & Printed Name

Date

The Foundation for The Gator Nation

An Equal Opportunity Institution



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January 31st, 2014

Fisher Scientific
Attn: Kris Schoolfield
3970 Johns Creek Court, Suite 500
Suwanee, GA 30024
Email: kris.schoolfield@thermofisher.com

RE: UF Bid No. ITN07TO-135

Dear Ms. Schoolfield

The University of Florida desires to extend the current bid at the same bid price for an additional eight (8) month period, from May 1, 2014 thru December 31, 2014 or until a new contract is awarded, whichever comes sooner upon written acceptance by your company.

All General and Special Terms & Conditions, including any special provisions, which may have been mutually accepted during the term of the agreement, will remain in effect during the renewal period excepting one addition: With the introduction of the University of Florida Accounts Payable Solution we would like to introduce a 2% discount given when a payment is made Net 10, instead of the agreed upon Net 30, on all purchases not made on a p-card. All other conditions to be negotiated at a later date.

In addition, other State Institutions may also continue to use this extension, should they desire to.

Questions concerning this renewal option should be directed to myself at nheredia@ufl.edu or (352) 392-1331x 214.

Please indicate your acceptance by signing below. Please return to Purchasing Services as soon as possible. Thank you for your cooperation in this matter.

Sincerely,

Digitally signed by Nicola Heredia
DN: cn=Nicola Heredia, o, ou,
email=nheredia@ufl.edu, c=US
Date: 2014.01.23 09:14:11 -05'00'

Nicola Heredia
Research and Scientific Purchasing Coordinator II

Accepted by:

Signature & Printed Name

01/23/2014

Date

Joseph Centofante
Vice President Academic and Medical Research

The Foundation for The Gator Nation

An Equal Opportunity Institution

1.0 STATEMENT OF WORK

1.1 Summary

The University of Florida and Florida State University (from here forward "University") are soliciting interested vendors to furnish proposals for Laboratory Supplies which includes chemicals and life sciences products, consumable supplies, small laboratory equipment, laboratory instruments and other laboratory supplies. Presently, University expects to maintain the current general supply structure, as described in section 1.2, including a single primary supplier and numerous secondary suppliers. However, University reserves the right to award in any manner, based on Vendor responses and subsequent negotiations, which produce the best value for University. University anticipates that awards will be based on the categories as determined by vendors, which are described below. University will establish, with each vendor a five-year agreement containing the terms and conditions described in this ITN. University anticipates spending over \$95M on the above goods and services over the course of the five-year contract term.

Fisher acknowledges.

1.1.1 Primary Goals

The primary goals of University for this ITN process are:

- Establish long term mutually beneficial agreements with critical suppliers of laboratory supplies
- Ensure University contracts and pricing reflect the value of University's account
- Align contracts with primary needs of University researchers
- Increase the purchasing power of research grants and appropriated research dollars
- Make the latest technologies and services available to researchers through vendor partnerships
- Make available to researchers the technical assistance and knowledge of market leading life science suppliers
- Improve and streamline the purchasing process for all end users

Fisher acknowledges.

1.2 Current State

1.2.1 The University of Florida

Currently, the University of Florida has one primary lab supplier who provides all general laboratory supplies and select specialty products. The primary lab supplier also operates an on campus store to provide convenient access to high volume general supplies, research alcohol and dry ice. In addition, UF utilizes a number of secondary suppliers, each of which provides numerous specialty supplies.

Fisher acknowledges.

1.2.2 Florida State University

Currently, Florida State University utilizes two primary suppliers, both providing general lab supplies. FSU also utilizes many secondary suppliers to provide specialty lab supplies.

Fisher acknowledges.

1.3 Coverage and Participation

The intended coverage of this ITN and any Agreement resulting from this solicitation shall be for the use of all Departments at the University of Florida which includes all extension offices in every county of the State and our satellite research stations across the state of Florida, as

well as, all departments of Florida State University and any of its off campus offices and locations across the State of Florida. With the consent and agreement of the Successful Vendor, other state universities, community colleges, district school boards, educational institutions, and governmental agencies within the State of Florida, may access an Agreement resulting from this solicitation issued and administrated by the University of Florida and Florida State University.

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.

Fisher acknowledges.

2.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS

2.1 Original ITN Document

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

Fisher acknowledges.

2.2 University Profiles

2.2.1 The University of Florida

The University of Florida is a major, public, comprehensive, land-grant, research university. The state's oldest, largest and most comprehensive university, Florida is among the nation's most academically diverse public universities. Florida has a long history of established programs in international education, research and service. It is one of only 17 public, land-grant universities that belong to the Association of American Universities. With more than 46,000 students, Florida is now one of the five largest universities in the nation. The University has over 650 departments with unique requirements statewide.

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 new Health Professions, Nursing and Pharmacy Building, the Genetics and Cancer Research Center now being built, and the Proton-beam Therapy Center that will be located in Jacksonville. Overall, the University's current facilities have a book value of more than \$1 billion and a replacement value of \$2 billion.

UF consistently ranks among the top ten universities in licensing revenues. Royalty and licensing income includes the glaucoma drug Trusopt, the sports drink Gatorade, and the Sentricon termite elimination system. UF was awarded over \$500 million in sponsored research in 2005 and 2006, more than all other Florida Universities combined. Ongoing research includes diverse areas such as healthcare and the world's largest citrus research center.

Our mission is to provide an unparalleled experience where the very best create and share knowledge to serve the people of Florida and the world.

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

Fisher acknowledges.

2.2.2 Florida State University

Florida State University is a comprehensive, national graduate research university that puts research into action for the benefit of our students and society. With an impressive breadth of leading graduate professional and undergraduate programs, and an international reputation in the sciences and humanities, Florida State University is a demanding and intellectually stimulating environment for students and faculty.

Florida State's 16 schools and colleges offer more than 300 undergraduate, graduate, doctoral, professional and specialist degree programs, including medicine and law, covering a vast array of disciplines critical to society today. The new College of Medicine graduated its first class in 2005.

Many units have programs that consistently rank among the nation's top 25 public universities including physics, chemistry, oceanography, statistics, ecology, evolutionary biology, meteorology, political science, psychology, sociology, criminology, information, creative writing, public policy, business and law.

Florida State University's arts program – dance, film, music and theatre – rank among the finest in the world.

Florida State's nearly 40,000 students have the opportunity to work and study alongside an outstanding faculty that includes Nobel Laureates, five members of the prestigious National Academy of Sciences, seven members of the American Academy of Arts and Sciences and two winners of the Pulitzer Prize. Faculty members lead several scholarly fields in citations to published work.

The University is widely known for offering extensive opportunities in Research, Service Learning and Study Abroad. From its pioneering Learning Centers in residence halls to its Service Scholars, FSU creates a diverse and caring environment, and its talented undergraduate and graduate students take advantage of those opportunities to flourish. Epitomized by recently named Rhodes Scholar Garrett Johnson, an elite athlete and scholar committed to public service, FSU students are dedicated to academic excellence and to providing leadership in a complex world.

For any additional information about Florida State University, please visit the University's internet web page at: <http://www.fsu.edu>.

Fisher acknowledges.

2.2.3 State of Florida University and Community College "Systems"

It is anticipated that spend will flow from other Florida University "System" schools. Including FSU and UF, there are eleven University "System" Schools. The system enrollment and staffing continues to grow. The community college system provides additional potential. There are twenty-eight Community Colleges in Florida. Fisher acknowledges.

2.3 Schedule of Events

The following is the tentative schedule that will apply to this ITN, but may change in accordance with University's needs. Throughout the process vendors should monitor the UF Purchasing website on a daily basis for changes and other new information.

11/13/2006	Issuance of ITN
TBD	Vendors Visit University Site(s), if necessary
11/27/2006	Mandatory Notification of Intent to Respond
11/28/2006 – 2:30 PM EST	Non-Mandatory Pre-Proposal Conference
12/01/2006 – 5:00 PM EST	Technical Questions/Inquiries Due
12/05/2006	Reponses to Inquires posted
12/13/2006 – 2:30 PM EST	ITN Responses Due
12/20/2006	Short List Finalized
01/08/2007	Vendor Presentations/Negotiations
01/30/2007	Complete Evaluations, Best & Final Offers
02/06/2007	Award Notification
02/12/2007	Implementation

Fisher acknowledges.

2.4 Non-Mandatory Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held for vendors who intend to respond to this ITN. The purpose of the conference is to allow time for questions and answers regarding terms, conditions, or specifications of the ITN. Answers to any questions that might arise will be in the form of Addenda to the Invitation to Negotiate, prior to the proposal opening. All such revisions must be acknowledged by signature and returned with the proposal.

Date & Time: **11/28/2006, 2:30 PM EST**
University of Florida, Gainesville, FL
Building: Elmore
Room: 101

All vendors planning to respond to this ITN must either attend the pre-proposal conference, or prior to the pre-proposal conference, provide University with written notice of intent to respond. Notice of intent to respond should be sent to Tom Olmsted at tolmst@ufl.edu no later than November 27, 2006. University will welcome participation in the pre-proposal conference by teleconference or in person. If a vendor is planning on participating by teleconference, the vendor must contact James Keller at jdkeller@admin.ufl.edu at least seventy-two hours before the start of the conference. This will ensure that the appropriate facilities are available and the conference bridge is capable of fully supporting the requirements of all vendors. It will also permit University to email conference materials and presentations to attendees. **Failure to either provide written notice of intent to respond or to attend the pre-proposal conference shall result in the rejection of your proposal.**

Per Addendum 1 - With reference to section 2.4 of the ITN document, University no longer requires a mandatory notice of intent to respond. Vendor may provide notice, but are not required to in order to participate in the ITN. Qualifying Vendor proposals will not be excluded if Vendor does not provide notice of intent to respond. Please note that the pre-proposal meeting remains non-mandatory.
 Fisher acknowledges.

2.5 Pre-Proposal Site Visit (Optional)

A pre-proposal site visit may be held for vendors who intend to respond to this ITN. The purpose of the site visit is to acquaint the vendors with the conditions under which the work must be performed at University. University will not be responsible for additional compensation if the vendor does not acquaint itself with all the available conditions and information nor shall it relieve the vendor from any responsibility for properly performing the work.
 Fisher acknowledges.

2.6 Special Accommodations

If special accommodations are needed in order to attend a pre-proposal meeting or a proposal opening, contact James Keller or email at jdkeller@admin.ufl.edu at least three business days prior to pre-proposal meeting or proposal opening.

Fisher acknowledges.

2.7 Proposal Preparation Instructions

2.7.1 Vendor's Understanding of the ITN

In responding to this ITN, the vendor accepts the responsibility to fully understand the ITN in its entirety, and in detail, including making any inquires to University as necessary to gain such understanding. University reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, University reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. Related to this, 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 University.

Fisher acknowledges.

2.7.2 University Provides Information in Good Faith without Liability

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

Fisher acknowledges.

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.

Fisher acknowledges.

2.7.4 Questions, Communications and Inquires between University and Vendors

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

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

Attn:
Telephone No: 352/392-1331
Facsimile No: 352/392-8837
E-mail Address: tolmst@ufl.edu

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

Vendor Communications

From the date of issuance through award of this ITN, Vendor shall restrict communication with employees or representatives of University, outside of the purchasing department, to communications required to meet daily ordering and customer service needs. All other communication, particularly with regard to this ITN, the negotiation process, current or future contracts, or any other related topic, must be restricted to written communication with the purchasing representative designated above in section 2.7.4. Any other communication with employees or representatives outside of University purchasing or with the intent to unduly influence the award and result of this ITN may be grounds for disqualification of Vendor from the ITN process. It is the sole discretion of University whether to disqualify Vendor. Any oral communication will only be recognized if confirmed in writing to the purchasing representative designated above in section 2.7.4.

- Questions concerning this ITN must be submitted in writing, and received prior to 12/1/2006 5:00 PM/EST.
- Inquiries about technical interpretations must be submitted in writing, and be received prior to 12/1/2006 5:00 PM EST.

Fisher acknowledges.

2.7.5 Addenda/Revisions to ITN and University's Response to Communications from Vendor

University may revise any part of this ITN for any reason by issuing addenda. University will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda by close of business on 12/05/2006.

University will communicate additional information and addenda to this ITN by posting them on our web site.

All addenda will be posted to the UF web site only:

http://www.purchasing.ufl.edu/main_schedule.asp

- ***Vendors who want the addenda/revisions 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.***

University will not respond to any questions/requests for clarification that require addenda, if received by University after 12/05/2006.

Vendors are responsible for the information contained in such addenda, whether or not they acknowledge receipt. University is under no obligation to communicate such addenda to vendors who notify University that they will not be responding this ITN. University may determine whether an addendum will be considered as part of this ITN and/or as part of any contract resulting there from. University shall reject vendors' responses to addenda if such responses are received after the ITN closing date and time.

Fisher acknowledges and has included all Addenda with our response.

2.7.6 Attention to Terms and Conditions

Vendors are cautioned to thoroughly understand 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. University agreement terms and conditions included in this ITN are *intended* to be incorporated into this agreement.

Fisher acknowledges.

2.7.7 Proposal Organization

Original proposal and all copies must be on 8-1/2 x11 text weight paper, using binding tabs that will facilitate the distribution and evaluation of the proposals. All data pages within proposal must be numbered for easy reference.

Fisher acknowledges Section 2.7.7 and has presented our response in the requested format.

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. The 'Pricing Matrix' response shall be in Excel® as provided in Attachment A.
- Submit one (1) original and six (6) copies of the offeror's proposal in hard copy form.
- The outer carton of the response must include the ITN number, name and due date.
- The offeror'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 shall cause your response to be rejected without further evaluation.

- Information submitted that is not requested by 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 offeror must provide information following the numbered tab, telling the evaluator where the information can be found in the response.
- Tabular / Paginated Format:
 - **Tab 1:** A one to two page executive summary of the offeror's proposal, including brief descriptions of the company's expertise procuring a contract the size and scope described in the ITN, the vendor's vision or mission statement, and how the vendor plans to address 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:** The financial statements of the company for the past 2 years. If the company is a division of a larger corporation, the statements must be submitted for the corporation as a whole **and** for that division of the corporation.
- **Tab 5:** A listing of the company projects/customers similar in size and scope to the services described in the ITN, both current and past customers, particularly in the State of Florida or within institutions of higher learning. This list must include the name, address, telephone, and email address of the client contract administrator. Please list examples of process and results when given new business. Additionally, please provide detailed descriptions of Vendor's successful conversions from the incumbent supplier to Vendor after award of a higher education contract.
- **Tab 6:** Please describe the process of producing "best value" for University and its users, through creative marketing, campus enrichment programs, student development programs, etc.
- **Tab 7:** Describe any Small Business & Vendor Diversity Relations (SBVDR) programs (section 4.16) or "Green" (Sustainable) initiatives (section 4.18) that Vendor may provide to University.
- **Tab 8:** As defined below (Section 2.9.8), please describe in your proposal any financial consideration.
- **Tab 9 (Attachment B – Vendor Response):** Product and Service Pricing responses, in tabular format (See Section 5.2 Product Group Definition)
- **Tab 10:** Other promotional materials you deem important (At University's discretion, these items may not be considered).

2.7.8 Authority to Negotiate

Representatives of the vendor(s) selected to participate in oral negotiation(s) shall be first required to submit written authorization from a company Vice President or President 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. University shall not enter into extensive contract negotiations with the selected vendor(s) after the negotiation process has been completed. If 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, University reserves the right to immediately cancel the award, and to place the company on University's suspended vendor list.

Company negotiators must enter the negotiations prepared to speak on behalf of the vendor's company. 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. Companies are reminded that 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.

Fisher acknowledges.

2.7.9 Corrections, Changes, and Information Provided 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.

Fisher acknowledges.

2.7.10 Anti-Kickback

In compliance with FAR 52.203-7, 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.

Fisher acknowledges.

2.8 Proposal Submission and Subsequent Opening

Proposals must be delivered sealed to: University of Florida, Purchasing Services, 102 Elmore Hall, Gainesville, FL 32611-5250, on or prior to **12/13/2006 2:30 PM EST**. University shall not accept proposals received by facsimile. University shall, at the specified closing date and time, open all proposals that are otherwise in order. University will allow interested parties to attend such opening for purposes of identifying which vendors have responded. University will make no immediate decision at such time, and there will be no disclosure of any information contained in any proposal until after formal notice of award and execution of any contract resulting from this ITN. When multiple solicitations have been scheduled to open at the same date and time, University will open solicitations that have interested individuals present in sequential order by solicitation number. University will hold unopened any proposals received after the closing date and time, and will not consider such proposals. University reserves the right to retain or dispose of such proposals at its discretion; however, University may return such proposals to their related vendors, but only at such vendor's request and at no cost or expense whatsoever to 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.

Fisher acknowledges.

2.8.1 Proposal Costs

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.

Fisher acknowledges.

2.8.2 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. University shall have sole authority to grant or deny such a request. In the event University grants such a request, it may withhold issuing future ITN's to such vendors.

Fisher acknowledges.

2.8.3 University's Right to Use Vendor's Trade Secret

If the vendor submits trade secrets 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.

Trade secret information clearly designated and conspicuously labeled as such in the Proposal documents shall be maintained as confidential and exempt from disclosure under Florida Public Records law in accordance with procedures promulgated by the Purchasing Coordinator and subject to limitations in Florida or federal law. The University shall be the sole judge for

determining which information is accepted as exempt trade secrets. If the University determines that information submitted by the vendor as trade secret information is not exempt, the vendor shall be given the opportunity to withdraw and have the Proposal returned, or to proceed with the knowledge that the information will become available for public inspection under Florida public records law.

Fisher requests that our pricing proposal be treated as confidential information to the extent permissible. This pricing information is provided to the University in a separate envelope.

2.9 Evaluation Process and Award

2.9.1 Contractual Intent/Right to Terminate and Recommence ITN Process

University intends to contract with one or more vendors whose proposal(s) are considered to be in the best interests of University. However, 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, University reserves the right to commence one or more subsequent ITN processes seeking the same or similar products or services covered hereunder.

Fisher acknowledges.

2.9.2 Effective Period of Proposals

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

Fisher acknowledges.

2.9.3 Proposal Acceptance/Rejection

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 University. University shall not accept any proposal that University deems not to be in its best interests.

Fisher acknowledges.

2.9.4 Errors and Omissions in Vendors Proposals

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. University may decide upon the materiality of such errors, omissions, or other problematic information.

Fisher acknowledges.

2.9.5 Determination of and Information Concerning Vendor's Qualifications

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. 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.

Fisher acknowledges.

2.9.6 Apparently Conflicting Information Obtained by Vendor

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 University. Such information shall not affect the vendor's risks or obligations under a contract resulting from this ITN.

Fisher acknowledges.

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 University and thereafter incorporated into any contract resulting from this ITN

Fisher acknowledges.

2.9.8 Basis of Short List Selection

The immediate objective of this process is to identify vendors that provide the best value in terms of pricing, product and value added services. University will determine which vendors will be short listed after evaluating the following points (1-4):

1. Vendor use of creative programs to improve the quality and increase the quantity of research conducted by the University community. Examples include:
 - Vendor willingness to cooperate with University in programs to elevate their presence on campus (e.g., departmental vendor shows, campus communications, web site messages, etc.).
 - Exclusive product information seminars
 - Early access to new product releases
 - Potential research collaborations
 - Efforts in place or under development for contract compliance and end-user education on what is on University contract, ordering, etc.

Please see Tab 8 for details and discussion.

2. Service Level Expectations (section 5.4):
 - Agree to meet University Service Level expectationsFisher agrees. We have provided full details in Section 5.4.

3. Financial considerations and flexibility. Examples include (detailed in Tab 8):
 - Creative pricing (e.g. signing bonuses, rebates, multiyear contract discount, etc.)
 - Process improvements
 - Incentives for early payment
 - New lab start-up discounts, rebates, etc.
 - Incentives for website ordering

Please see Tab 8 for complete details and discussion.

4. Pricing (detailed in Tab 9):
 - Proposed net pricing as outlined in Attachment BPlease see Tab 9 for pricing.

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

If any terms and conditions contained within the documents that are a part of this ITN or resulting contract are in conflict with any other terms and conditions contained therein, then the various documents comprising this ITN or resulting contract, as applicable, shall govern in the following order of precedence: amendment to contract, contract, addenda to invitation to negotiate, invitation to negotiate.

Fisher acknowledges.

2.9.9 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(s) whose proposal is determined to be the most advantageous to University.

Proposals shall be evaluated by the ITN Evaluation Committee to determine a short list of companies whose written response best addresses University's priorities. University, after initial written responses have been evaluated, shall utilize the following negotiation process:

University may determine a short list of companies with whom to enter into simultaneous negotiations. At the conclusion of this negotiation process, companies in whose offer University is still interested will be asked to submit a written best and final offer, to memorialize all agreements reached during negotiations and to extend additional benefits to University, if desired. An invitation to submit a best and final offer is not automatic. University reserves the right to negotiate with any vendor at any time during the process, even if the vendor did not initially make the short list. The negotiation process will stop upon submission of the "best and final" offers and companies will not be allowed to make further adjustments to their offer or communicate further with University, except to respond to requests for clarification from the Committee. The final decision of the Evaluation Committee shall be based upon the initial written response (as described in Section 2.7.8. Proposal Organization), negotiation sessions, and best and final offers. Such a decision may be subject to approval by the Vice President for Finance and Administration.

Fisher acknowledges.

2.9.10 Pre-Award Presentations

University reserves the right to require presentations from select vendors, in which they may be asked to provide information in addition to that provided in their proposals.

Fisher acknowledges.

2.9.11 Pre-Award Negotiations

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

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

Fisher acknowledges.

2.9.12 Notice of Proposal Protest Bonding Requirement

Any contractor that files an action pursuant to s. 120.57(3) (b), F.S., protesting a decision or intended decision pertaining to a solicitation, shall at the time of filing of 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; or whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the contractor filing the protest action. In lieu of a bond, the University will accept a cashier's check or money order in the amount of the bond. Failure of the protesting contractor to file the required bond, cashier's check or money order at the time of the filing the formal protest shall result in the denial of the protest.

Fisher acknowledges.

FAILURE TO FILE THE PROPER BOND 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 University

All information proprietary to University and disclosed by 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.

Fisher acknowledges.