



PURCHASING SERVICES

Invitation to Negotiate for Research Laboratory Supplies

Please mark all proposal submission envelopes with the following information:

ITN15NH-105 – Research Laboratory Supplies
Opening: September 12, 2014 at 3:00 PM

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1.0 STATEMENT AND SCOPE OF WORK

1.1 Summary

The University of Florida is soliciting vendors to provide proposals for Research Laboratory Supplies. This includes life science and chemical products, consumable supplies, small laboratory equipment, laboratory instruments and other laboratory supplies. The University expects to maintain the current general supply structure, as described in section 1.2, including a single primary supplier and numerous specialty secondary suppliers. This ITN describes the current state of the laboratory supplies on campus. The University expects that any response to this ITN will, at a minimum, provide the same level of support but will readily consider recommendations to improve service levels through the addition of on-site resources, as well as process improvements. This solicitation is concerned with the **single, primary supplier only**. However, the University reserves the right to award in any manner, based on vendor responses and subsequent negotiations, which produces the best value for the University. University will establish, with the successful vendor or vendors, a multi-year agreement during which the University anticipates spending over \$50M in Laboratory Supplies over the first five years and anticipates the Primary vendor to control the market share for this spend. The University expects that the selected vendor will make the contract available to the State of Florida University System however there may be a requirement for separate negotiations to determine the terms of any subsequent agreements.

1.1.1 Primary Goals

The primary goals of the University of Florida for this ITN are

- a. Identify and select a primary lab supply company that demonstrates the best value proposition to the University in both service delivery and price
- b. Establish a long term partnership to ensure stable delivery of product / service and supplier's commitment to continuous improvement
- c. Outline expectations related to ongoing relationship management including, but not limited to, utilization reporting, cost / margin visibility, and quantification of value from added services
- d. Continue to make the latest technologies and services available at competitive service levels and price points
- e. Provide the University with demonstrated commitment to partnership that reflects consideration of total University spend, public contract exposure and use across the state of Florida, and the ongoing desire to demonstrate delivery of value

1.2 Current State

The University of Florida has one primary lab supplier who provides all general lab supplies and some specialty products. In addition to two full-time on-campus sales representatives and access to multiple technical application/product specialists, the primary lab supplier also operates two on-site campus stores. One full-time stores manager and one full-time, on campus customer service representative staff these locations. Customers have access to a dedicated UF customer service representative during normal business hours.

As a result of the creation of UFHealth and innovations in research the University is performing research in clinical settings and needs a prime relationship which can provide medical supplies in addition to traditional laboratory research supplies.

The University uses a SciQuest eProcurement environment branded myUF Market for order placement and Corcentric (Cor360) branded myPayment Solutions for electronic invoicing. Currently the majority of the orders are placed through myUF Market where a level 2 punchout catalog is available to end users. The majority of orders contain p-card information included for billing and orders are transmitted via cxml. Custom quotations can also be retrieved through the current supplier

punchout allowing personalized pricing and non-catalog product orders to be placed in a manner consistent with catalog item shopping.

When an item is carried within the on-site stockroom it is identified on the punchout catalog site to show the end user that they can collect it immediately if required.

Orders submitted through MyUF Market are delivered from the warehouse using a UF dedicated truck, facilitating desk top delivery.

UF currently has a C contract directly with Corning Products. Labware manufactured by Corning is currently distributed through the UF prime supplier; however there is no guarantee that the new awardee will also be awarded the Corning product distribution.

The University currently holds regular business reviews with the vendor to review the current business landscape and address any issues that arise. At a minimum the University requires the following metrics to be provided:

- Year over year spend by commodity
- Average order size
- Incentive tracking
- Category utilization/trends
- Order entry methods
- Payment methods
- Savings
- Error tracking (shipping and delivery error details)
- Shipment/Leadtime
- Payment timing
- Storeroom activity analysis

1.2.1 Storeroom

The University currently has two on-site campus stores. In addition to providing convenient access to high volume general supplies, research grade ethanol and dry ice are also available. All University Environmental Health and Safety guidelines are followed for the storage, distribution, transport and sale of these products. The University EH&S Division utilizes the ChemTracker software system for the management of chemicals on campus. The vendor is expected to provide EH&S a minimum of annual updates on the chemical inventory stored within the on-site stores.

Entire inventory is vendor owned, and is closely monitored to ensure that the currently held inventory is actually what is needed for campus, and any necessary adjustments are made to ensure the full value of the stockroom is realized. All product is billed to UF when sold using University p-card and vendor account number.

The prime vendor stockroom also physically manages two third-party vendor freezer programs, but does not have responsibility for these programs or the billing for any third party product.

The pricing charged in these on-site stores matches that for any other distribution method.

The stores manager works with University p-card team to ensure that all payment information currently on file is valid to ensure correct and timely payment is made.

As part of operations of the store, the current vendor has been required to lease the space from the University for an annual cost; this is expected to continue.

1.2.2 Back order tracking

The ordering department is notified electronically within 8 business hours if any item is on backorder. The University does not allow back-orders on any orders placed on p-card. Backorders are only charged/invoiced when shipped. The packing list states which item is backordered. If the order is coming from multiple warehouses or the shipment is split in transit the vendor has the following options;

- Each packing list of a split order states the order has been split and references a number common to both packing lists; or
- Each shipment is charged separately so each charge equals the packing list of the shipment – however no additional packing, shipping or handling charges can ever be charged due to the splitting shipment of an order.

If the back-ordered item is stocked in an on-campus store, the vendor will identify the local stock and provide the customer with the stocked items without wait time.

1.2.3 Restocking policy

There is currently no restocking fee applied, and it is expected that this policy will remain in the future contract.

1.3 Value Questions and Price Response

While the ITN outlines key expectations around scope, service, and contracting (including the University's standard contract language), this section is focused on clarifying the prospective primary supplier's value proposition and approach towards delivery of that value. This value will be proposed and discussed in the negotiation stages of this process. Further information on the specific detail required for this negotiation is shown in Section 2.5 of this document. The responses will be reviewed and serve as the main focal point in subsequent negotiations once the top supplier partnership targets are identified.

In CY2013 the University of Florida spent over \$13 Million on Laboratory Supplies. Main categories of spend were consumables (glassware, plasticware, personal protective equipment), biologicals, chemicals, equipment (large and small), safety, instruments and apparatus, testing and diagnostics, and furniture and casework.

1.4 Term of Agreement

This agreement will be for an initial five (5) years, with an option to renew based on satisfactory performance and written approval of both parties for up to two (2) additional one (1) year periods.

1.5 Coverage and Participation

With the consent and agreement of the successful bidder(s) purchases may be made under this ITN by other state universities, community colleges, district school boards, other educational institutions, and other governmental agencies. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation as provided in Rule 6C1-3.020 (5)(f) 3 Fla. Admin. Code.

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.

1.6 University Demographics

With the support of Florida lawmakers and the UF Trustees, UF has launched UF Rising – a five-year initiative to elevate the university among the nation's top public universities. The state and UF will

devote a combined \$150 million to hiring as many as 100 new faculty members, including both midcareer and eminent professors. The UF Foundation is supporting the plan with an \$800 million campaign to add more than 100 new endowed professorships, and upgrade and add facilities – prominently including a new chemistry building for UF’s world-class chemistry department.

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 web page at: www.ufl.edu.

1.7 State of Florida, State University and Community College Systems

Currently the University of Florida laboratory supply agreement allows prime and non-prime adoption of the UF contract and is utilized in both forms by

- Florida State University
- Florida Atlantic University
- Florida International University
- University of Central Florida
- University of West Florida
- Moffitt Cancer Center at the University of South Florida
- University of South Florida
- Max Planck
- Florida Gulf Coast University
- State of Florida
- Other governmental and educational institutions

Collectively the annual spend on the current contract is over \$30M.

2.0 EVALUATION PROCESS AND METHOD OF AWARD

2.1 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 responsive and responsible vendor(s) 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.

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.

The University reserves the right to commence one or more subsequent ITN processes seeking the same or similar products or services covered here.

Evaluation Criteria

Vendor proposals will be evaluated based upon how well each Vendor's plans meet the University's needs. Responses should be given in tab 4.1.1. Specific consideration will be given to the following responses in no particular order or weighting:

- Ability to provide single source of broad range of products needed to support a Research 1 University with best value pricing
- Value Beyond Pricing including vendor's proposed use of creative programs to improve the quality of research conducted by the University and ability to support assist UF faculty
- Service Levels Agreements including staffing, storerooms, electronic business integrations, delivery, accuracy and all other aspects of the proposal that describes plans to meet and then exceed current levels of service to the University
- Financial Offering and flexibility to include creative pricing, incentives for early payments, scholarship and internship opportunities, etc.
- Support resources on vendor team including specialists
- Customer References from customers similar in size and scope

2.2 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*.

2.3 Pre-Award Presentations

The University reserves the right to require a presentation from any and all vendors, in which they may be asked to provide or they may provide information in addition to that provided in their proposals.

2.4 Pre-Award Negotiations

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

- Resolving minor difference and typographical errors
- Agreeing to 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

2.5 Pricing negotiations

Following issuance of this ITN and review of all vendor responses, qualifying suppliers will be invited to share pricing proposals which the University will evaluate. Pricing strategies will focus on the following:

- **Discounts by CDC (category discount code)/Vendor internal category designation:** What discounts are offered off Manufacturer MSRP for each CDC or equivalent category code represented?
- **Discounts by Manufacturer:** What discounts are offered off Manufacturer MSRP for each Manufacturer represented?
- **Top Items:** How will you assign deeper discounts to core products, and what values can you offer?

A spend profile with detail behind our transactional utilization will be provided to supplement the next stage in the process.

In subsequent discussions, the University will require qualified participants to share their current price list for each product.

2.5.1 Structure of Response

Vendor is allowed flexibility in the response structure in order to provide a response that produces the best value for the University. Vendors may respond with products grouped into categories and subcategories of their choice, including, but not limited to grouping by:

- Manufacturer
- CDC/Vendor internal category designation
- Generally accepted industry wide categories (for example UNSPSC)
- Any other grouping Vendor chooses with translation table provided

Each category must have only one discount off list for all products within that category. In addition, vendor must provide a brief description of the logic used to produce the selected categories. Vendor must provide complete product listing for all products it wishes to bid on within each category, including:

- Vendor product number
- Product description
- Unit of measure
- List price
- Net price

For any products that are not manufactured by the vendor, the manufacturer and manufacturers' product number should be provided.

2.5.2 Price List

Vendors must provide a single list price for each product based on their current publicly available price list. Electronic catalogs of contract and list price will be provided so as to keep the University current.

List prices shall be held firm for a period of 12 months after the execution of a finalized agreement. The successful vendor will only be allowed to increase prices once a year, on the subsequent contract anniversary date or mutually convenient date. Any increase in list price will only be effective after documented acceptance by the University and the request 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.

Price escalation/de-escalation will be mutually agreed upon in a final agreement. Vendor will submit requests for price adjustments in writing to University for review in good faith and in advance of any adjustment implementation. Requests will include information demonstrating the estimated effect to UF of the price adjustment, in both dollar amount and percentage of total spend based on the prior contract period. All requests for acceptance of revised price lists must be substantiated by written evidence that they are the result of general industry-wide changes. Adjustments that depend in any part on an

index such as the Producer Price index shall also include those relevant calculations. In addition, if such an index were to decrease prices should be reduced accordingly. Any price increase shall not exceed a mutually decided upon published price index.

2.5.3 Discounts

Vendor shall provide a single discount for each product category or sub-category as determined by the vendor. That minimum discount level will apply for the duration of the contract. In the event of a new product category being introduced containing no previously existing products, the vendor shall notify the University purchasing department prior to the sale of any product in that new category. The new category will receive a discount level that has been mutually agreed upon between the vendor and the University purchasing department.

2.5.4 New Product Introductions

Vendor will notify University purchasing department monthly of new product introductions. As new products are introduced, products will be sold at list price, minus the discount for the product category the new product is placed in. In the event that a product is introduced that is not in an existing category, procedures detailed in 1.3.4 will be followed.

2.6 Notice of Proposal Protest Bonding Requirement

Any vendor who files an action protesting a decision or intended decision shall post at the time of the filing the formal written protest, a bond, payable to the University of Florida, in an amount equal to: 10% of the estimated value of the protestor's proposal; 10% of the University's estimated expenditure during the contract term, or \$10,000, whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the vendor. In lieu of a bond, the University will accept a cashier's check or money order in the amount of the bond. FAILURE TO FILE A PROTEST IN ACCORDANCE WITH Board of Governors (BOG) Regulation 18.002 or failure to post the bond or other security as required in the BOG regulations 18.002 and 18.003(3) shall constitute a waiver of protest proceedings and will result in a denial of the protest.

2.7 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.

2.8 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 one hundred and twenty (120) 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 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.

2.10 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.

2.11 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 is requested but which the vendor does not provide. 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, including commission structures
- 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
- The University reserves the right to check references with current customers as provided by the vendor and with any customers the University identifies

2.12 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 is 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.

2.13 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.

2.14 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.

2.15 Public Record

On the earlier of (i) the time University provides notice of a decision or intended decision, or (ii) 30 days after the final competitive sealed proposals are all opened, whichever occurs earlier, vendor proposals maybe disclosed as public record.

3.0 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.

08/08/2014	Issuance of ITN
08/29/2014 –5:00 PM ET	Technical Questions/Inquiries Due
09/04/2014	Reponses to Inquires sent out
09/12/2014 –3:00 PM ET	ITN Closes/Opening of Proposals

3.1 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 and conditions, or specifications of the ITN. Answers to any questions that might arise will be in the form of addenda to the ITN, prior to the proposal opening. All such addenda must be acknowledged by signature and returned with the proposal.

Date and Time: 08/26/2014, 10:30am EST
 University of Florida
 Department of Purchasing Services
 971 Elmore Drive
 Gainesville, FL 32611-5250

3.2 Pre-Proposal Site Visit

An optional pre-proposal site visit may be help 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. Any pre-proposal site visit will be coordinated upon request to coincide with the timing of the pre-proposal conference.

3.3 Special Accommodations

If special accommodations are needed in order to attend any proposal meetings, contact Nicola Heredia or email at nheredia@ufl.edu three (3) business days prior to pre-proposal meeting or proposal opening.

4.0 PROPOSAL RESPONSE AND PREPARATION INSTRUCTIONS

Proposals must be delivered sealed to:
 University of Florida
 Purchasing Services
 971 Elmore Drive
 Gainesville, FL 32611-5250
 on or prior to **09/12/2014 3:00 PM.**
 ITN15NH-105

The above address is a valid campus address for any courier service.

It is the vendor's responsibility to assure that the proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. 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) 30 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.

4.1 Proposal Format Organization

Original proposal and all copies must be on 8-½ x11 text weight paper, double-sided, using binding tabs that will facilitate the distribution and evaluation of the proposals. Proposals should be printed when possible on paper containing a high level of post-consumer recycle content. Proposals should conform to the tabbed format below as well as the requirements of sections 4.1.2, 4.1.3 and 4.1.4.

4.1.1 Response Format

- Submit one (1) original and five (5) hard copies of the initial response. In addition, provide 1 (one) copy on PC compatible media (CD/DVD or USB flash drive), 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 outer carton of the response must display clearly and conspicuously the following identifying information, The ITN number, name and due date and is sealed; Submit one (1) original and five (5) copies of the vendor's proposal in hard copy form.
- The 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 necessarily 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.
- **Tabular / Paginated Format (reference Evaluation Criteria, Section 2.1)**
 - **Tab 1:** Overview / Executive Summary of the vendors proposal, including brief descriptions of the expertise in managing a contract of the size and scope of that described in this ITN, the vendors mission statement and how the vendor plans to address the Universities requirements.
 - **Tab 2:** Contact names(s) and title(s) of the individuals responsible for the vendor's proposal and those authorized to negotiate on the vendor's behalf during this ITN process. Please include the Organization Chart showing all personnel that will be involved in the support of the University through the CEO of the company. Provide a list of the names and professional qualifications of proposed team members who will be assigned to the university. Include their experience with similar relationships. Vendor should describe the knowledge levels of the technical/product specialists that will be supporting UF and the

anticipated frequency of their on-site visits.

- **Tab 3:** Provide a listing of all the customers with an annual spend of \$10-30million and scope similar to the services described in this ITN, both current and past customers, with an emphasis on those institutes of higher education. This list must include current, accurate contact information, including name, address, telephone number and e-mail address of the contract administrator.
- **Tab 4:** Vendor's ability to maintain excellent service levels is essential in maintaining a mutually beneficial relationship between UF and the vendor. Vendor should describe active support activities how would anticipate supporting the current level of business with UF and detail the mechanisms for increasing the current spend.
 - Vendor should describe how they anticipate the organization of any on site stores. This should include the potential integration and support levels available for third party owned stock. (See current state in Section 1.2.1)
 - Vendor should describe the process to be followed to illustrate how any desktop delivery process would be completed.
- **Tab 5:** Vendor should show their ability to work within the SciQuest purchasing and Corcentric payables environments and document their specific experience in integrating with those environments. Vendor should describe all methods of order placement, and describe how they would encourage the further utilization of myUF Market.
- **Tab 6:** Describe the process of producing "best value" or "value beyond price" for UF and its users, through creative marketing, campus enrichment programs, student development programs etc. Include how vendor's use of creative programs to improve the quality of the research conducted by the University and ability to support the faculty and assist in the University of Florida Rising to National Preeminence status. Examples could include Product information seminars, early access to new product releases, or potential research collaborations.
- **Tab 7:** Describe successful conversions from incumbent supplier to vendor after the award of a higher education contract, and detail the process and approximate timeline as envisioned on the UF campus.
- **Tab 8:** Describe any planned subcontract element of the proposal. Include at a minimum name, address, and phone number of contact persons for proposed subcontractors. Include subcontractor's experience executing the planned support element.
- **Tab 9:** Describe any Small Business and Vendor Diversity Relations (SBVDR) programs that may be part of this supply relationship
- **Tab 10:** Describe any Sustainable ("Green") initiatives that will be provided to the University through this relationship.
- **Tab 11:** Describe any financial considerations or creative offerings such as signing bonuses, rebates, multiyear discounts, growth incentives, programs resulting in the end user being charged a reduced amount, early payment discounts, new lab startup programs, scholarship sponsorships, etc.
- **Tab 12:** Initial Catalog Product Pricing Response in Attachment A.
- **Tab 13:** Other promotional materials that you deem important and appropriate to the ITN (according to the discretion of the University these materials may not be included in the evaluation by the committee).
- **Tab 14:** Completed and signed Certification of Proposal form, and/or signed and completed acknowledgement forms for any addenda issued.

4.1.2 Number of Proposal Copies to be Furnished

- Submit one (1) original and five (5) hard copies of the initial response. In addition, provide 1 (one) copy on PC compatible media (CD/DVD or USB flash drive), 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.

4.1.3 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.

4.1.4 Marking of Envelopes

Vendors shall ensure that the outer carton of the response must display clearly and conspicuously the following identifying information: **ITN15NH-105 Laboratory Supplies. Opening date and time: 09/12/2014 at 3:00 P.M.**

4.1.5 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.

4.1.6 Faxes or Emails Not Accepted

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

4.2 Requirements of Proposer for Response

4.2.1 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.

4.2.2 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 inquiries 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.

4.2.3 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.

4.2.4 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.

4.2.5 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
971 Elmore Drive
Gainesville, FL 32611-5250

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

Applicable terms and conditions herein shall govern communications and inquiries 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 8/29/2014 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 8/29/2014 5:00 PM/ET.
- Inquiries about technical interpretations must be submitted in writing, and be received prior to 8/29/2014 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 completes the award process for this ITN and executes the resulting contract with the successful Vendor, informal communications may resume and formal communications must cease.

4.2.6 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/vendors/schedule.asp>

- ***Vendors who want the addenda supplied to them in another form must notify the Purchasing Coordinator listed in Section 4.2.5 above 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.***

The University will not respond to any questions/requests for clarification that require addenda, if received by the University after **8/29/2014 5:00 PM**.

4.2.7 Pricing and/or Revenue Proposal

Vendors shall indicate pricing offers in the appropriate section 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.

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 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.

4.2.8 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/vendors/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.

4.2.9 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.

4.2.10 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.

4.2.11 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. 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.

4.2.12 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.

4.2.13 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.

4.2.14 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.

4.2.16 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.

4.2.17 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.

4.2.18 University's Right to Use Vendor's Ideas/Proprietary Information

If the vendor needs to submit 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. Vendors who submit responses with information noted as proprietary may be asked to substantiate why the information is proprietary or is otherwise exempt from a public records request under Florida Law.

Should a request be made of the University for access to the information designated confidential or trade secret by the bidder the University shall notify the Vendor of such request. If the Vendor asks that the University deny such public request, the Vendor shall indemnify, defend and hold the University harmless in connection with any legal action associated with such public records request and shall be responsible for all legal costs necessary to defend such action and any costs awarded by the court to the challenging party if the denial is challenged in a court of law.

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. Pricing information cannot be considered proprietary. The University shall not be liable in any manner or in any amount for disclosing proprietary information 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.

5.0 DEFINITIONS**5.1 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.

5.2 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.

5.3 May, Should

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

5.4 Must, Shall, Will

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

5.5 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.

5.6 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.

5.7 Provider

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

5.8 Invitation to Negotiate (ITN)

The Invitation to Negotiate is 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.

5.9 Respondent

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

5.10 Response

Same as Proposal

5.11 Successful Vendor

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

5.12 Supplement Agreement

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

5.13 Supplier

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

5.14 University of Florida, UF or University

Same as The University of Florida Board of Trustees, a public body corporate of the State of Florida; throughout the document the term UF, University and University of Florida is used interchangeably.

5.15 Vendor

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

5.16 Vendor's Proposal

Same as Proposal

5.17 Vendor's Response

Same as Proposal

6.0 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.

6.1 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.

6.2 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.

6.3 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.

6.4 Certification

By signature on the "Proposal Certification" form included under Section 7.0, 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).

6.5 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 trustee, 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.

6.6 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.

6.7 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.

6.8 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 prohibit 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 _____

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these

regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

6.9 Federal, State, and Local Laws and Regulations

Successful Vendor is solely responsible for complying with all laws, ordinances, and regulations including but not limited to, those relating to 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 applicable regulatory bodies 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.

6.10 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.

6.11 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.

6.12 Modifications

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

6.13 Non-Discrimination

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

6.14 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.

6.15 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.

6.16 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 an 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.

6.17 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, 352-392-0380.

6.18 Tobacco Free Campus Policy

The University of Florida campus is a tobacco-free campus. This policy was effective as of July 1, 2010. The use of cigarettes or other tobacco products in UF buildings, parking lots, or in vehicles in these areas is prohibited. The successful vendor is expected to respect this smoke free policy and fully comply with it.

6.19 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 sustainable 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.

6.20 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.

6.21 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.

6.22 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.

6.23 Force Majeure

In the event compliance with any obligation under this Agreement is impractical or impossible due to any Event of Force Majeure, then the time for performance of such obligation shall be extended for a period equivalent to the duration of the Event of Force Majeure. The provisions of this section shall not operate to excuse either party's inability to perform its obligations hereunder because of inadequate finances. "Event of Force Majeure:" means any embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the party in question.

6.24 Furnish and Install

The items specified in this solicitation will be provided on a furnished and installed basis. The Successful Vendor shall have the complete responsibility for the items or system until it is in place and working. Any special installation preparation and requirements must be submitted to the University. All transportation and coordination arrangements will be the responsibility of the Successful Vendor. Delivery of equipment will be coordinated so that items or systems will be delivered directly to the installation site. This effort will minimize risk of damage and avoid double handling.

6.25 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.

6.26 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.

6.27 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.

6.28 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.

6.29 Laws and Regulations

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

6.31 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.

6.32 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

6.33 Parking and Identification Badges.

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 review Contractor and Vendor Parking information from Transportation and Parking Services located at the following link: <http://www.parking.ufl.edu/pages/contractorvendordecal.asp>

6.34 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. With the introduction of the University of Florida Accounts Payable Solution we would like to introduce a 2% discount received by the University when a payment is made Net 10, instead of the agreed upon Net 30, on all purchases not made on a p-card

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.

6.35 Price Adjustment

Price changes will normally only be considered at the end of a one year period and the beginning of another. Firm fixed pricing will be expected for year one of the agreement. 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.

6.36 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.

6.37 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).

6.38 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.

6.39 Referencing of Orders

The University intends that all orders placed to the supplier are covered by this agreement regardless of whether the PO references the contract. 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.

6.40 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.

6.41 Right of Inspection

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

6.42 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.

6.43 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.

6.44 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.

6.45 Termination

6.45.1 Convenience

The University reserves the right to terminate the Agreement in whole or part at any time 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.

6.45.2 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.

6.45.3 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.

6.45.4 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.

6.45.5 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 reasonably 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.

6.45.6 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.

6.45.7 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.

6.45.8 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.

6.46 Title and Risk of Loss

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

6.47 Warranties

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

6.48 Payment Card Industry Data Security Standard.

For e-commerce business and/or credit card transactions, Proposer agrees to be bound by the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time, and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank.

Proposer is required to be in compliance with the requisites of the SAS 70 and/or Payment card Industry Data Security Standard and provide written attestation of compliance annually.

7.0 Certifications and Forms

7.1 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 # _____ 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 of the below and provide information if required)

There is no trustee or employee of the University of Florida who has or whose Relative has an Interest in the entity or entities making this proposal or who is a natural person making this proposal.

There are trustee(s) and/or employee(s) of the University of Florida who have, and/or whose Relative(s) have, an Interest in the entity or entities making this proposal or who is a natural person making this proposal. Describe the nature of the interest held by each trustee, employee, or Relative of the trustee or employee (for example, grandson of Employee X owns the company or spouse of Employee Y is a director of the company).

"Interest" for purposes of this disclosure includes the following: director, trustee, officer, or employee of an entity, any contract with an entity (including consulting), or any partner, proprietor, stock, equity, or other ownership interest in an entity.

"Relative" for the purpose of this disclosure is an individual who is related to the trustee or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the trustee or employee or who otherwise holds himself or herself out as or is generally known as the person whom the trustee or employee intends to marry or with whom the trustee or employee intends to form a household, or any other natural person having the same legal residence as the trustee or employee"

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: _____

Email: _____

Name: _____ Title: _____

Signature: _____ Date: _____

_____ Date: _____

Signature of Authorized Officer

Printed Name

Email: _____

ITN #: ITN15NH-105

Closing Date: 09/12/2014



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

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

September 4, 2014

ADDENDUM #1 to the University of Florida Invitation to Negotiate ITN15NH-105, Research Laboratory Supplies **scheduled to open on September 12, 2014 at 3:00 PM at the University of Florida, Elmore Hall Conference Room, 971 Elmore Drive, Gainesville, Florida.**

This addendum consists of:

Technical Questions /inquiries submitted prior to August 29, 2014 and answers.

This addendum shall be considered part of the Contract Documents for the above mentioned **ITN15NH-105, Research Laboratory Supplies** as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

Sincerely,

Nicola Heredia
Purchasing Coordinator II, Research and Scientific

Please acknowledge receipt of Addendum #1 by signing below, and returning this addendum with your proposal. Failure to include addendum with your proposal may result in rejection.

Signature

Company Name

Company Address

City/State/Zip

University of Florida (UF) Technical Questions Response

Store room

- Q. What is the current leasing cost of the store room space?**
- A.** The store room space lease has historically cost \$6000 per year, but the University cannot guarantee that the price will remain constant for the entire length of the awarded contract.
- Q. What size is the store room?**
- A.** There are currently two on-site store rooms. The primary store room is located at the Health Science Center loading dock and is approximately 1600 sq.ft., which includes a furnished office that is approximately 150sq.ft. There are two additional storage rooms (currently used for dry ice/research grade ethanol storage) that are accessed within this space that are approximately 150 sq. ft. each. The secondary store is located in the Cancer Genetics Research building and is approximately 375 sq. ft.
- Q. How do orders that are stocked in campus store get delivered to sites? Do the on-site reps hand deliver? What is the service level for this, or do U of F employees come and pick up?**
- A.** Currently the requesting UF staff collect the items from the store. UF is open to and encourages other solutions for the desk top delivery of store room items. These ideas should be submitted in Tab 4 of the proposal.
- Q. If a final proposal is submitted without addressing the "Stores" piece of the current state, would other parts of the proposal be considered on a specific supply need or would this be considered an omission and therefore invalid?**
- A.** As stated in section 1.1.1 this ITN has a goal to 'identify and select the best value proposition to the University in both service delivery and price'. The current state at the University has been documented, and each proposal will be evaluated individually to determine the best value for the University. As stated in section 1.1; 'the university expects that any response to this ITN will, at a minimum, provide the same level of support' currently provided.

University of Florida
Memorandum of Understanding (MOU)
Laboratory Supplies

Purpose: The intent of this document is to clearly outline the mutual understanding between the University of Florida ("University") and Fisher Scientific Company L.L.C. ("Vendor") surrounding our enhanced partnership for the future for the Laboratory Supplies ITN #15NH-105

This MOU outlines the agreement for UF entities. Other adopting entities are outlined in Attachment D, E and F.

	✓ to Accept	
	Vendor Accept	University Accept
I. General Terms		
A. Agreement Length: 5 years with two (2) one-year options to extend.	✓	✓
B. Effective Date: Upon signature for a period of five (5) years.	✓	✓
C. Termination: Either party may terminate this Agreement without cause following ninety (90) days prior written notice to the other party. In the event of termination under this provision, 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.	✓	✓
D. Invoicing and Payment Terms: Vendor and University will decide upon a mutually acceptable standard format for invoicing. Invoices shall be made available electronically. Payment terms will be net 30 days with a 2% discount for non-credit card orders if paid within 10 days.	✓	✓
E. Entities Covered: The terms and conditions of this agreement will apply to all the other state universities and government institutions that recognize Fisher Scientific as its prime supplier of Laboratory Supplies by executing an agreement between that university or institution and Fisher Scientific. Other entities such as state universities, community colleges, district school boards, educational institutions and governmental agencies may establish a multiple vendor agreement under this award with separate pricing (Attachment D, E and F), incentives and service levels by executing a separate agreement between such entity and Fisher Scientific.	✓	✓
F. Governance: In the event of a conflict between documents, this Agreement (MOU) shall be first control, the Invitation to Negotiate, and finally the vendor response and General Terms and Conditions of Sale.	✓	✓

	Vendor Accept	University Accept
II. Service Level Expectations		
A. Shipping: Vendor will deliver all products FOB destination. Shipping cost for all products will be paid by Vendor, with the exception of expedited delivery services. Vendor shall provide desktop delivery to all University locations at the Gainesville campus only with regard to orders from the on-site storeroom.	✓	✓
B. Other Shipping & Related Fees: Vendor shall waive all hazardous material (hazmat) fees, blue and dry ice fees, fuel surcharges, or any other related transportation fees.	✓	✓
C. Restocking Fees: Vendor shall not charge restocking fees for any items returned.	✓	✓
D. Order Accuracy: Order Accuracy rate shall be maintained at 95% or greater. Order Accuracy rate is defined as "the number of items delivered as ordered divided by the total number of items ordered."	✓	✓
E. Product Returns: University shall have the right to return any unused products for a full refund within 30 days of ordering, with the exception of frozen or refrigerated products which may spoil, or custom products.	✓	✓
F. ECCN Codes: Vendor shall provide ECCN codes for all goods covered by federal government export restrictions. ECCN codes should be included on all quotes and invoices for equipment over \$5,000.	✓	✓
G. Other Services: Vendor & University will jointly determine additional service level expectations within 30 days of the signed agreement which includes but not limited to, delivery times, order fill rate, etc.	✓	✓

	Vendor Accept	University Accept
III. Pricing & Financial Incentives		
A. Discounts: Pricing shall consist of a list price minus a discount based on the product group a product falls in. See Attachments A and B for product discounts that recognize Fisher Scientific as Prime supplier. See Attachment D and E for product discounts for multivendor agreement discounts. All discounts shall be set for the term of the contract.	✓	✓
B. Hot List: In recognition of the high volume of purchases, Vendor shall provide significantly deeper discounts for a list of products accounting for approximately 25% of University's consumable spend. These items shall be referred to as the hot list, and are denoted in Attachment C. University and Vendor will work together to adjust the hot list semi-annually to maintain product mix accounting for 25% of annual spend. Hotlist for institutions using this agreement as a multi-vendor award is in Attachment F.	✓	✓
C. UF Volume Incentive Cost Reduction: Vendor will pay to the University 2.0% rebate on all (excluding Life Technologies products) sales volume through this agreement at the University of Florida in the form of reduced prices. The rebate awarded in the form of price reductions until the total calculated amount has been saved. Vendor will track and report accumulated discounts at business review. Life Technologies sales volume will be broken out for reporting purposes to ensure compliance to the contract.	✓	✓
D. Participation Incentive Fee: Vendor will pay to the University 0.5% rebate on all (excluding Life Technologies products) sales volume through this agreement at institutions where this agreement is not prime. For State Institutions that adopt this contract as prime, the rebate shall be returned to each institution by reducing net cost or as the institution designates. Calculation of this benefit will be reported by Vendor at the first review meeting of the year for the prior year.	✓	✓
E. Life Science Growth Plan: Vendor will rebate back the transportation fees paid by the University on Life Technologies consumable products, whether purchased directly or through Fisher Scientific, if the growth goal for the calendar year is met. Baseline will be established within the first 30 days of the contract term. This incentive is for the University of Florida only and is not available to the participating entities. Growth goals are as follows: Year 1 - 10% over baseline Year 2 - 5% over prior year Year 3 - 3% over prior year Year 4 - 3% over prior year Year 5 - at or above prior year	✓	✓
F. Low Cost Alternatives List: Vendor shall maintain a list of no fewer than 200 low-cost alternatives to items University currently purchases. These items will be highlighted on Vendor website and by other means approved by University as alternative options for researchers placing orders. Under no circumstances shall Vendor website or any other mechanism substitute these or any other low-cost alternatives without approval of University representative placing the order.	✓	✓

**University of Florida
Memorandum of Understanding (MOU)
Laboratory Supplies**

Purpose: The intent of this document is to clearly outline the mutual understanding between the University of Florida ("University") and Fisher Scientific Company L.L.C. ("Vendor") surrounding our enhanced partnership for the future for the Laboratory Supplies ITN #15NH-105

G. New Product Introductions: Vendor will notify University purchasing department quarterly of new product introductions and provide an updated pricebook indicating the PPG and band the new products belong in.	✓	✓
H. New Product Pricing: If a new product is introduced into an existing category of products, University shall receive the discount corresponding to that product category off of the public list price. In the event a new category of products is introduced or a product is not placed in a category, University and Vendor will negotiate a mutually agreed upon discount for all products in that category.	✓	✓
I. Manufacturer price negotiations: On no less than a quarterly basis Vendor and University will provide data to identify underserved commodities being purchased directly through manufacturer or distribution. Manufacturers of focus will be jointly determined and both Vendor and University will work together to move distribution of identified products through the prime distributor channel or negotiate decreased costs (or rebates) for manufacturer spend through the prime agreement in the best mutual interest.	✓	✓
J. List Price: List prices shall be held firm for one year from the effective date of this contract. Vendor shall be allowed to implement a price increase equal to the increase in Vendor's list prices each year during the month of January, provided that Vendor's overall annual price increase shall not exceed the change in the Finished Goods Producer Price Index (PPI) for that year. Once any price increase is implemented, Vendor shall provide University Purchasing Department with a complete listing of their products, containing the previous year's list price and the new list price for each product. Requests will be made no less than 60 days in advance and include documentation of cost drivers and an impact statement.	✓	✓
J. Signing Bonus: Vendor shall pay University a pre-paid rebate for the first year of \$1.0M due within 30 days after award posting. In the event that University terminates this agreement without cause at any time prior to expiration of the initial five (5) year term, University shall repay Vendor such pre-paid rebate on a pro-rata basis. An additional \$1.0M will be applied to price reductions at \$200,000 annually for 5 years; applied in the form of price reductions until the total amount has been saved and reported with other required reporting.	✓	✓
K. Large Orders: Vendor willing to offer deeper discounts for large one-time orders on a case by case basis.	✓	✓

	Vendor Accept	University Accept
IV. Management & Reporting		
A. Account Management: Vendor will designate a dedicated UF approved account team to assist in all activities associated with the service and maintenance of the account as outlined in Vendor response.	✓	✓
B. On-campus Storeroom Management: Vendor shall provide management services for an on-campus storeroom at University of Florida. Vendor shall stock and sell high volume, ethanol, dry ice and other requested items from their catalog in the storeroom. Vendor may also be asked to stock and sell third party vendor items as needed. In addition, Vendor shall make on-campus, desktop deliveries from the stockroom.	✓	✓
C. On-campus Storeroom Rent and Location: To be mutually agreed upon by the parties in writing, provided that rent for the storeroom shall not be less than \$6,000 per year.	✓	✓
D. Additional Pricing Structures: Vendor will make available to UF additional pricing structures (besides Hotlist, and PPG; i.e. Vendor Product line discounts) to be incorporated into contract. This will be discussed at Business Reviews.	✓	✓
E. Quarterly Business Review Meetings: To maintain partnership, Vendor will meet at least on a quarterly basis with University account management to discuss vendor performance and review reporting. Vendor shall present recommendations to enhance value, improve sustainability options and further reduce product costs related to University purchases as they become apparent.	✓	✓
F. eBusiness: Vendor will participate in the University's eProcurement and invoicing initiatives, as well as future initiatives. Punch-out site provided by Vendor will have stock availability functionality. Vendor agrees to suppress products in punch-out site as required by UF.	✓	✓
G. Reporting: Vendor will provide University with detailed reporting (electronic) as outlined in the ITN and this MOU as requested by University either monthly, quarterly, and/or semi-annually. Reporting will include entities that adopt the UF agreement and all requirements will be discussed during contract implementation.	✓	✓
H. Remediation: Vendor will produce audit tool as mutually agreed upon by the parties in writing to be utilized by UF personnel. In the event pricing or discount levels reflected on invoices do not match the pricing levels as stated in the agreement, University and Vendor will work together to calculate and issue an appropriate credit.	✓	✓

Signed by: Eric Parkinson Date: 02/12/2015
Vendor

Signed by: N.S Heredia Date: 2/13/2015
University

Nicola Heredia, Assistant Director
Signed by: Michael V. McKee Date: 2/13/2015
University
Michael V. McKee, Interim Vice President and Chief Financial Officer