

SUBMIT PROPOSAL TO:
OFFICE OF REAL ESTATE
UNIVERSITY OF FLORIDA

720 SW 2ND AVE, SUITE 108, GAINESVILLE, FL 32601
OR
PO BOX 113135, GAINESVILLE, FL 32611-3135
Phone: (352) 294-3660 - FAX: (352) 294-3662
Web Address: www.ore.ufl.edu



INVITATION TO NEGOTIATE

Acknowledgment Form

Page 1 of 2 Pages with Attachments		PROPOSALS WILL BE DUE ON July 11, 2018 , at 5:00 P.M., UF Office of Real Estate, 720 SW 2 ND AVE, SUITE 108, GAINESVILLE, FL 32601 OR PO Box 113135, GAINESVILLE, FL 32611-3135, and may not be withdrawn within 45 days after such date and time. Questions are due by June 15, 2018 at 5:00 P.M.	PROPOSAL NO. ITN ITN18ORE-102
UNIVERSITY MAILING DATE:		LISTING TITLE: University of Florida, George A Smathers Libraries, Library Auxiliary	
VENDOR NAME			
VENDOR MAILING ADDRESS		REASON FOR NOT SUBMITTING PROPOSAL	
CITY - STATE - ZIP CODE		POSTING OF PROPOSAL TABULATIONS	
AREA CODE	TELEPHONE NO.	Proposal tabulations with intended award(s) will be posted electronically for review by interested parties at www.ore.ufl.edu and will remain posted for a period of 72 hours excluding Saturdays, Sundays, or state holidays. 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.	
	FAX NO.		
	WEB ADDRESS		
	EMAIL ADDRESS		

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the vendor and that the vendor is in compliance with all the requirements of the Invitation to Negotiate, including but not limited to, certification requirements. In submitting a proposal on behalf of the Board of Trustees, hereinafter known as the University, the vendor offers and agrees that if the proposal is accepted, the vendor will convey, sell, assign, or transfer to the University all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the University for price fixing relating to the particular commodities or services purchased or acquired by the University. At

the University's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the vendor.

AUTHORIZED SIGNATURE (MANUAL)

NAME AND TITLE (TYPED)

GENERAL CONDITIONS

SEALED PROPOSALS: All proposal sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date, and time of the proposal opening and the proposal number. Proposals not submitted on the attached proposal form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. **EXECUTION OF PROPOSAL:** Proposal must contain an original manual signature of authorized representative in the space provided above. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by vendor must be initialed.

2. **PROPOSAL OPENING:** Shall be public, on the date, location and the time specified on the proposal form. 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. A proposal may not be altered after opening of the proposals. NOTE: Proposal tabulations will be posted electronically at www.ore.ufl.edu. Proposal tabulations will not be provided by telephone.

3. **PRICES, TERMS AND PAYMENT:** Firm prices shall be proposal and will include all required services and improvements.

(a) **TAXES:** The University does not pay Federal Excise and Sales taxes on rents, purchases of tangible personal property or services. The Florida Tax Exempt Number is 11-06-024056-57C. This exemption does not apply to purchases of tangible personal property or services made by vendors who use the tangible personal property or services in the performance of contracts for the improvement of University-owned or leased real property as defined in Chapter 192, F.S.

(b) **INVOICING AND PAYMENT:** Payment will be made by the University of Florida as specified in the final lease document. An original invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. Payment shall be made in accordance with Section 215.422 (1) (2) F.S. **VENDOR OMBUDSMAN:** The University's vendor ombudsman, whose duties include acting as an advocate for vendors may be experiencing problems in obtaining payment from the University, may be contacted at 352-392-1241.

(c) **ANNUAL APPROPRIATIONS:** The University's performance and obligation to pay under any contract awarded is contingent upon an annual appropriation by the Legislature.

4. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, F.S. All vendors must disclose with their

proposal the name of any officer, director, or agent who is also an employee of the University of Florida. Further, all vendors must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.

5. AWARDS: As the best interest of the University may require, the right is reserved to make award(s) in such manner as the University may deem appropriate. When it is determined there is no competition to the lowest responsible proposal, evaluation of other proposals are not required. Vendors are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

6. INTERPRETATIONS/DISPUTES: Any questions concerning conditions or specifications shall be directed in writing to the Office of Real Estate. Inquiries must reference the date of proposal opening and proposal number. No interpretations shall be considered binding unless provided in writing by the University in response to requests in full compliance with this provision.

7 NOTICE OF PROPOSAL PROTEST BONDING REQUIREMENT; Any vendor protest to a University decision or intended decision with regard to this ITN is subject to Florida Board of Governors' (BOG) Regulations 18.002 and 18.003. 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 BOG regulation 18.002, or failure to post the bond or other security as required in the BOG regulations 18.002 and 18.003, shall constitute a waiver of protest proceedings and will result in a denial of the vendor's protest." FAILURE OF THE PROTESTING PERSON OR ENTITY TO FILE THE REQUIRED BOND, CASHIER'S CHECK, BANK OFFICIAL CHECK OR MONEY ORDER AT THE TIME OF THE FILING THE FORMAL PROTEST SHALL RESULT IN DENIAL OF THE PROTEST.

8. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the University, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise: and lack of knowledge by any vendor shall not constitute a cognizable defense against the legal effect thereof.

9. LOBBYING: Vendor is prohibited from using funds provided under any contract or purchase order for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

10. ADVERTISING: In submitting a proposal, the vendor agrees not to use the results therefrom as a part of any commercial advertising. Vendor may not use the names, logos, or trademarks of the University, its employees, or affiliates without the prior written consent of the University.

11. ASSIGNMENT: Any contract issued pursuant to this Invitation to Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

12. LIABILITY: The vendor agrees to indemnify and save the University of Florida, the State of Florida and the Florida Board of Governors, their officers, agents, and employees harmless from any and all judgments, orders, awards, costs and expenses, including attorney's fees, and also all claims on account of damages to property, including loss of use thereof, or bodily injury (including death) which may be hereafter sustained by the vendor, its employees, its subcontractors, or the University of Florida, the State of Florida and the Florida Board of Governors, their officers, agents, or employees, or third persons, arising out of or in connection with any contract awarded and which are the result of the vendor's breach of contract or of the negligent acts of the vendor, its officers, agents, and employees. This clause does not apply to contracts between government agencies.

13. PATENTS, COPYRIGHTS, TRADEMARKS, ROYALTIES and other Intellectual Property: The vendor, without exception, shall indemnify and save harmless the University and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the University of Florida. If the vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

14. CONFLICT BETWEEN DOCUMENTS: If any terms and conditions contained within the documents that are a part of this ITB or resulting contract are in conflict with any other terms and conditions contained therein, then the various documents comprising this ITB or resulting contract, as applicable, shall govern in the following order of precedence: change order, purchase order, addenda, special conditions, general conditions, specifications, departmental description of work, and proposal.

15. PUBLIC RECORDS: Any material submitted in response to this Invitation to Negotiate will become a public document pursuant to Section 119.07 F.S. This includes material which the responding vendor might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07 F.S.

16. DELIVERY: Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions).

END OF SECTION

A. SPECIAL CONDITIONS

1. **INVITATION TO NEGOTIATE FORM** - All proposals should be submitted on the University of Florida Invitation to Negotiate / Proposal Acknowledgment form with one (1) complete original proposal and one (1) complete photocopy in a sealed envelope, with the following information on the outside of the envelope: ITN number, date and time of proposal opening (if any), and Company name in order to be considered in the award.
2. **PROPOSAL DELIVERY** - If this proposal will be mailed through the U. S. Postal Service as regular mail, address the proposal to the PO Box as shown on the Invitation to Negotiate Acknowledgment Form.

If a company representative plans to attend the proposal opening; if the proposal will be hand delivered; or if the proposal will be delivered by a service other than the U. S. Postal Service regular mail, i.e., Federal Express, Airborne, United Parcel Service, Courier, U. S. Postal Express Mail, etc., address the proposal to the Building and room number as shown on the Invitation to Negotiate Acknowledgment form. **Proposals must be delivered sealed, to:**

**University of Florida
Office of Real Estate
720 SW 2ND AVE, SUITE 108, GAINESVILLE, FL 32601
OR
PO Box 113135, GAINESVILLE, FL 32611-3135**

On or prior to June 15, 2018 at 5:00 PM

The top address is a valid 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 opening.

3. **AMERICANS WITH DISABILITY ACT** - If special accommodations are needed to attend a proposal opening, contact 352-294-3660 or email at realestate@ad.ufl.edu, three business days prior to the proposal opening.
4. **INQUIRIES** - The University is not required to give verbal answers to inquiries regarding the specifications, or verbal instructions prior to or after the award of the proposal. A verbal statement regarding same by any person shall be non-binding. The University is not liable for any increased costs resulting from the Proposal accepting verbal direction. All changes, if necessary, shall be made by written addendum to the proposal.

Any explanations desired by a prospective proposals must be submitted in writing to the University of Florida Office of Real Estate, and if an explanation is necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each Vendor who has received a set of the proposal documents from the University. Vendors obtaining proposal documents from any other source must notify the University of their name, address, telephone, and facsimile numbers in order to receive any addenda. Please direct all inquiries to University of Florida, Office of Real Estate, PO Box 113135, Gainesville, FL 32611-3135, email: realestate@ad.ufl.edu, by 5:00 P.M. E.S.T. on **July 11, 2018**.
5. **ITN INTERPRETATION** – Interpretation of the wording of this document will be the responsibility of the University and that interpretation will be final and binding.
6. **CONTRACT AWARD** – Award shall be made to the responsive proposer whose proposal is determined to be the most advantageous to the University taking into consideration the evaluation factors set forth in the evaluation criteria section. Price, although a consideration, will not be the sole determining factor. There is no obligation on the part of the University to award a contract.
7. **LEASE DOCUMENT** - **Additional terms and conditions can be found in the attached sample “University of Florida Lease of Space Agreement”. University policies require the use of this form of lease document. Should Landlord require minor changes to the Lease of Space Agreement, Landlord MUST submit a redline of the lease document as part of its ITN submission for review by Tenant. By not submitting a redlined lease document, Tenant will understand this to mean that Landlord accepts the form lease document to be acceptable in its original format, and no further changes will be permitted.**
8. **RIGHT TO TERMINATE** – The Tenant shall have the right to terminate, without penalty, this lease in the event a State-owned building becomes available to the Lessee for occupancy during the term of said lease for the purposes for which this space is being leased, upon giving thirty (30) days advance written notice to the Lessor by Certified Mail, Return Receipt Requested.
9. **ERRORS** – The University is not liable for any errors or misinterpretations made by the proposer in responding to this Invitation to Negotiate.
10. **VENDOR'S EXPENSE** – All proposals submitted in response to the ITN must be submitted at the sole expense of the Vendor, whether or not any agreement is signed as a result of this Invitation to Negotiate. Proposers will pay all costs associated with the preparation of proposals and necessary visits to campus and other required site visits.

11. **AVAILABILITY OF FUNDS - The State of Florida's and the University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature of the State of Florida and/or annual allotment of grant funding.**
12. **OPEN COMPETITION** - The University encourages free and open competition among vendors. Whenever possible, specifications and proposal terms and conditions are designed to accomplish the objective, consistent with the necessity to satisfy the University's needs and the accomplishment of a sound economical operation. The vendor's signature on the proposal guarantees that the prices quoted have been established without collusion with other vendors and without effort to preclude the University from obtaining the lowest possible competitive price. The vendor certifies that its officers or employees have not bribed or attempted to bribe or influence in any way on officer, employee or agent of the University.
13. **CONFIDENTIALITY** – From the date of issuance of this ITN, until a proposal is made, the vendor must not make available or discuss his or her proposal, or any part thereof, with any employee or agent of the University, unless permitted by the Office of Real Estate, in writing, for purposes of clarification only.
14. **EQUAL OPPORTUNITY STATEMENT** - The State Universities have established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibits discrimination based on race, creed, color, sex, age, national origin, marital status or religion.
15. **PUBLIC ENTITY CRIME** - A person or affiliate who has been placed on the convicted vendor 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 contractor, supplier, subcontractor, or consultant for the University of Florida for a period of 36 months from the date of being placed on the convicted vendor 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).
16. **FEDERAL DEBARMENT** - By signing this proposal, the offeror certifies, to the best of its knowledge or belief, that the offeror and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; or have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them in connection with a public contract or subcontract; or are not criminally or civilly charged by a governmental entity with commission of offenses; or has not within a three year period preceding this offer had a contract terminated for default by any Federal agency. (Federal Acquisition Regulation 52.209-5)
17. **DISCRIMINATION** – An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal 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 contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.
18. **USE OF TERMS:** - The terms Tenant, University of Florida, University, are used synonymously in this Invitation to Negotiate unless otherwise indicated. The terms Landlord, vendor, proposer and contractor are used synonymously in this ITN unless otherwise indicated.

B. SPECIFIC REQUIREMENTS

The user of the proposed leased area is the operations of the University of Florida's, George A Smathers Libraries, Library Auxiliary All uses are conditioned warehouse/ storage and some office; no other uses are anticipated in the Premises.

The proposed Premises should include approximately **35,000 – 45,000 contiguous** usable square feet (to be reflected as rentable square feet for leasing purposes) in or near Gainesville, Florida within the area outlined in Exhibit C to accommodate attached space Program Requirements. Premises will provide the following major uses:

Tenant Operation:

Library Space – Conditioned High Density Warehouse Storage

The leased space will accommodate storage of books, journals and other library materials (high density storage) as well as office/processing space for staff. Until funding is available for construction of the High Density Library Storage Facility authorized by the Board of Governors in 2007, a leased facility is necessary to house and manage the State University Libraries Shared Collection consisting of a single, commonly owned copy of low-use materials from the collections of the SUS Libraries. This interim facility will offer efficiencies of space to all of the participating institutions, providing an opportunity to re-allocate existing on-campus library space by removing low-use or duplicate materials.

Location of required spaces: Proximity of +/- 3 miles from the Auxiliary Library Facility (ALF) at 2715 NE 39th Avenue preferred but up to 9 miles would be considered if on a major bus route. The location of the proposed premises should ideally be within the area outlined in red shown in the attached Exhibit

Transportation: Prefer on a bus route that also serves ALF facility and UF Main Campus

Lease Term: Initial term of lease to be three (3) years starting April 1, 2019, with option of two (2) 1-year set renewals.

Occupancy: Space shall be substantially completed for Tenant to occupy no later than March 15, 2019.

Parking: Minimum of forty (40) parking spaces

Buildout Guidelines:

Landlord Provides:

Following are the required warehouse specifications to house these materials:

- Total anticipated space need is 35,000 to 45,000 sq. ft. of conditioned warehouse space and 10,000 to 15,000 sq. ft for office/processing. Requirements are listed as usable square feet but proposal should also include rentable square feet for leasing purposes.
- Build to Suit/ Turn key (to include but are no limited to Drywall, Doors, Ceiling tiles, HVAC ducts and vents, HVAC air balancing within suite, paint, carpet, interior walls)
- Building Standard Finishes (Including by not limited to Paint, carpet, lighting, additional design details, electrical outlets, IT service)
- HVAC: For the warehouse, a climate controlled environment capable of maintaining a temperature range of 65-70 degrees Fahrenheit with a relative humidity level of 50% +/-5%. The Landlord agrees to maintain thermostats for the office space, or allow Tenant to maintain, of the demised premises at 68 degrees Fahrenheit during the heating season and 78 degrees Fahrenheit during the cooling season; and certifies that boilers therein have been calibrated to permit the most efficient operation. Temperature controlled per Tenant's specifications.
- Sufficient building insulation
- Minimum ceiling height of 18-feet
- Fire and smoke alarms; overhead fire suppression system that meets or exceeds Florida Fire Prevention Code (NFPA 1 and NFPA 101) and National Electric Code (NFPA 70 and NFPA 13), suitable for twelve foot high shelving
- Level, load bearing floor at a minimum of 150 lbs. per square foot for slab at grade.
- Support for delivery with sufficient maneuvering space for tractor trailers; grade level and tractor trailer height (4 ft), level loading dock preferred. Driveway area to accommodate semi trucks.
- Must include a minimum of two (2) bay doors (12 ft x 12 ft min) to accommodate Tenant's van and forklifts that will enter and exit the warehouse space. One bay door should service the elevated loading dock, the second bay door should be at street (ground) level.
- Protected, dry receiving for tractor trailer and other deliveries
- Hurricane resistance above Alachua County minimums, especially for warehouse space
- Bathrooms as required by ADA and UF Environmental Health and Safety standards to be determined by location
- Enclosed/ secured trash area, with one dumpster dedicated to Tenant
- Secured access to warehouse
- All date wiring, ports, and high speed internet connectivity service
- All final plans will be subject to review and mutual agreement of Landlord and Tenant. Plans are subject to review by Tenant's Environmental Health and Safety Division.
- Furniture to be provided by tenant.
- Landlord will provide initial space plan for those locations whose qualifying proposals are selected for additional negotiations, in an effort to determine if space meets requirements and for LL to finalize rent and buildout costs.

Lease Provisions:

Rent/ Lease Type: Lease and base rental rate and/or additional rental rate will include maintenance of building, parking area, and grounds.

Janitorial Services:

Office Areas - Daily cleaning 5 days per week including, vacuuming, cleaning of restrooms, wipe down of surfaces, break rooms. Cleaning done at night. Trash to be removed daily.

Warehouse Area - Sweeping 3 nights per week.

Utilities: Paid by Tenant.

Building maintenance: Includes maintenance air conditioning systems, monitoring and inspection of fire sprinkler systems, remote monitoring of warehouse HVAC systems, space temperature and humidity.

HVAC: The Landlord agrees to furnish to the Tenant heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the leased premises during the term of the lease at the expense of the Landlord.

All responses to this Invitation to Negotiate should include the following information:

1. UF Board of Trustees Lease Template to be used. Please verify agreement of Landlord to use the UF lease template.
2. Address of the property being proposed for occupancy
3. Name and address of the Landlord of the Property
4. Specific suite proposed, or if more than one area is possible, a delineation of those areas are available for negotiation.
5. Date of available occupancy. Tenant's preference is **March 15, 2019**
6. Proposed term of the Lease. Tenant's preference is for a maximum term of **three (3) years (April 1, 2019 – March 31, 2022)** commencing after Landlord delivers space to Tenant as described in "Delineation of required spaces" section.
7. Size of the proposed Premises, both in usable square feet and using BOMA standard rentable square footage measurements, if the proposed building uses such measurements.
8. A schedule of full-service rent per square foot (both usable and BOMA / other) on an annual basis. Please detail what services will be included in rent, and include utilities and janitorial as two of the categories.
9. Estimated cost of any usual building occupancy expenses which are not included in the base rent proposed above.
10. Amount of tenant improvements which Landlord will undertake in order to deliver the space in finished condition, or a statement that Landlord will provide a turn key improvement package.
11. Rental abatement – please note any rent abatement or other incentives Landlord is willing to provide.
12. Renewal options, terms, and notice periods – please note any renewal options and terms the Landlord is willing to grant. Tenant's preference is for **two (2) one (1) year set renewals**.
13. Termination – please note any termination options that may be available.
14. Expansion capabilities – please note any options for expansion, either via Right of First Refusal, Right of First Offer or stated option.
15. Parking – please note the parking capacity of the proposed site and the amount of parking to which Tenant would be entitled. Tenant has a minimum requirement of **forty (40) spaces**.
16. Access – please note what access cards for after hours the Landlord is proposing to give to Tenant.
17. Building Operating Hours – please provide the operating hours for the building regarding building access and systems service.
18. Broker – tenant in this specific transaction is being represented by **TBD**
19. Include both 8.5 x 11 plans as well as CADD files to the proposed premises.

C. LOCATION

The preferred location of the proposed leased area within the red outline shown below:

