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

UF UNIVERSITY of FLORIDA

INVITATION TO NEGOTIATE

Acknowledgment Form

Page 1 of 2 Pages with Attachments	**PROPOSALS WILL BE DUE ON August 7, 2026, at 5:00 P.M.**, UF Office of Real Estate, 720 SW 2ND AVE, SUITE 108, GAINESVILLE, FL 32601 **OR** P.O. Box 113135, GAINESVILLE, FL 32611-3135, and may not be withdrawn within 45 days after such date and time. **Questions are due by July 24, 2026, at 5:00 P.M.**	PROPOSAL NO. ITN: **ITN2026-102**
UNIVERSITY ISSUE DATE: **July 1, 2026**		LISTING TITLE: UF Health Primary Care Newberry
VENDOR NAME		
VENDOR MAILING ADDRESS		REASON FOR NOT SUBMITTING PROPOSAL
CITY - STATE - ZIP CODE		**POSTING OF PROPOSAL TABULATIONS**
AREA CODE	TELEPHONE NO. FAX NO. WEB ADDRESS EMAIL ADDRESS	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.

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 vendor name and address, the proposal number, and the date and time of the proposal opening. 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 may 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 proposed and will include all required services and improvements. The following applies when payment is due from the University (if any):
(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 85-8012646174C-8. 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 (if applicable). 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 best value responsible proposal, evaluation of other proposals is 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 ITN or resulting contract are in conflict with any other terms and conditions contained therein, then the various documents comprising this ITN or resulting contract, as applicable, shall govern in the following order of precedence: change order, purchase order, addenda, special conditions, general conditions, specifications, departmental description of work, and proposal.

15. PUBLIC RECORDS: On the earlier of (i) the time the 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 may be disclosed as public record. If the vendor needs to submit proprietary/trade secret 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 and, on the basis of that designation, the University denies the request, the bidder may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

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

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 August 7, 2026 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 352-273-3459 or email at dthuejones@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 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: dthuejones@ufl.edu by **5:00 P.M. E.S.T. on July 24, 2026**.

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. **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.

   The University also reserves the right to award to the next highest evaluated, responsive and responsible bidder for any and all groups, subgroups, or items in the event of vendor default, non- performance, non-compliance or similar issues affecting the University's ability to obtain services at any time throughout the contract period.

8. **LEASE AGREEMENT –** The Lease proposed to be entered into as part of the vendor's ITN submission must incorporate the terms and conditions set forth on Section B of this ITN. It is also the University's strong preference for the Lease to take the form of the attached sample University of Florida "Lease Agreement" (Exhibit A). Should a vendor require changes to the form Lease Agreement, the vendor should submit a redline of the Lease Agreement as part of its ITN submission for review by the University. While a vendor may provide its lease form for consideration by the University, the University will preference those vendors who agree to use a lease form that substantially matches the form Lease Agreement. The University will not consider any changes to its lease form that are not presented to the University in the vendor's ITN submission.

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 lease 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 proposal provided has been established without collusion with other vendors and without effort to preclude the University from obtaining the best offer. 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 Lessee, 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.

END OF SECTION

SECTION B

SPECIFIC REQUIREMENTS

Summary:

Tenant is seeking a highly visible location with adequate street exposure and parking to operate the University of Florida Health Primary Care practice in Newberry, Florida, with uses limited to clinical, lab, and general administrative offices; office hours are generally Monday through Friday, 8:00 a.m. to 5:00 p.m., though after-hours and weekend access may also be needed.

Additional Requirements and/or Limitations:

Tenant is requesting proposals for a build-to-suit medical office building, preferably a standalone building, consisting of approximately **10,000 to 15,000** contiguous usable square feet, to be reflected as rentable square feet for leasing purposes, within the area shown on Exhibit C. Proposed locations outside of the defined area will be considered on a case-by-case basis.

Delineation of required space:

The proposed premises should be relatively close to the general layout presented below. Final space requirements may vary from the details below:

Space	QTY	NSF/EA	NSF
Patient Care area - Pod 1			
Exam rooms	12	110	1,320
Exam rooms - Consult/talk	1	110	110
Patient - Toilets	2	55	110
Provider Offices - IM	5	55	275
Provider Workroom	6	55	330
Vitals/Triage Station	1	55	55
Nurses Station	5	55	275
Patient Care area - Pod 2			
Exam rooms	12	110	1,320
Exam rooms - Consult/talk	1	110	110
Patient - Toilets	2	55	110
Provider Offices - IM	4	55	220
Provider Workroom	6	55	330
Provider Office - Med Director	1	110	110
Vitals/Triage Station	1	55	55
Nurses Station	5	55	275
Central Nursing Area			
Phone Triage	5	55	275
Equipment holding	1	110	110
Site Supervisor office	1	110	110
Medication Station	1	55	55
Triage area/Vitals	1	55	55
Clean utility room	1	165	165
Soiled utility room	1	110	110
Housekeeping	1	55	55
Lab	1	110	110
Administrative Areas			
Check-in	3	55	165
Check-out	3	55	165
Admin Storage and copier	1	110	110
Manager Office	1	110	110
Staff space	2	55	110
Conference/Group Rm	1	220	220
Toilet (Staff)	2	60	120
Breakroom/Kitchen	1	220	220
Reception			
Lab Draw Station	1	300	300
Work stations	2	35	70
Work Area	1	40	40
Adult Waiting (number of patients)	24	20	480
Coffee Bar	1	20	20
Toilets	2	55	110

Timing:

Occupancy is desired by Q3 2027.

Floorplan Illustration:

The floorplan shown is for informational purposes only and is provided as an example of a suggested layout. Actual layout may vary and will be based on the proposed space.

<u>All responses to this Invitation to Negotiate should include the following information:</u>

1. Address of the property being proposed for occupancy.

2. Name and address of the Landlord of the Property.

3. Specific suite proposed, or if more than one area is possible, a delineation of those areas are available for negotiation.

4. Date of available occupancy.

5. Proposed term of the Lease. Tenant's preference is for an initial ten (10) year term.

6. Size of the proposed Premises, both in usable square feet and using BOMA standard rentable square footage measurements with core factor defined, if the proposed building uses such measurements.

7. A schedule of full-service rent per square foot (both usable and rentable) on an annual basis. Please detail what services will be included in rent, **and include utilities and janitorial as two of the categories**.

8. Operating Expense – If not included in base rent, provide estimated cost (broken down by category and SF) of any usual building operating expenses. Include any proposed caps on operating expenses and applicable categories. If Tenant is responsible for any direct costs, please note what those categories are and an estimate of the cost.

9. Cost PSF/Amount of Improvements which Landlord will undertake in order to deliver the space in finished condition and a statement that Landlord will provide a turnkey improvement package.

10. Rental abatement – Please note any rent abatement or other incentives Landlord is willing to provide.

11. Renewal options, terms, and notice periods – Tenant's preference is for two (2) renewal option periods of five (5) years each.

12. Termination – Please note any additional termination options that may be available.

13. Parking – Please note the parking capacity / ratio of the proposed site and the amount of parking to which Tenant would be entitled to during and after business hours. Please note parking cost, if any.

14. Access –Please note what access options for afterhours the Landlord is proposing to give to Tenant.

15. Building Operating Hours – Please provide the operating hours for the building regarding building access and systems service. Include cost, if any, for after hours and weekend HVAC service.

16. Signage – Please detail what exterior and building signage Landlord is willing to allow Tenant to have.

17. Broker – Tenant in this specific transaction is being represented by **____None________**.

18. Security Deposit – Tenant does not provide Security Deposits. Please acknowledge consent.

19. Please include both 8.5 x 11 plans of the Landlord provided testfit as well as CADD files to the proposed premises.

20. Provide details of the amenities located with the building, including any available conference / board rooms large enough to accommodate 60 people.

Evaluation of the Proposal shall be based on the following criteria:

Landlord proposals will be evaluated based upon how well each Landlord's plans meet the University's needs. Landlord responses must provide clear and easy to understand explanation of Landlord services, methods, and pricing. Specific consideration will be given to the following responses in no particular order or weighting:

1. Ability of the Landlord to perform as evidenced by their financial strength and experience.

2. Demonstrated expertise of the Landlord's staff or contracted company tasked with managing and maintaining Landlord's property.

3. Financial terms and added value proposed by Landlord.

4. Broad and overall lease agreement terms proposed and the level of flexibility provided to the University through those terms.

5. Record of past performance / customer references.

6. Landlord willingness to accept UF terms and conditions.

Determination of and Information Concerning Vendor's Qualifications:

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

- Financial resources
- Personnel resources
- Physical resources
- Internal financial, operating, quality assurance, and other similar controls and policies
- Resumes of key executives, officers, and other personnel pertinent to the requirements of the ITN
- Customer references
- Disclosures of complaints or pending actions, legal or otherwise, against the vendor
- The University reserves the right to check references with current customers as provided by the vendor and with any customers the University identifies

[End of Section]

<u>SECTION C</u>

LOCATION

The preferred location of the proposed Lease area is within the City of Newberry, FL and inside the RED outline shown below:

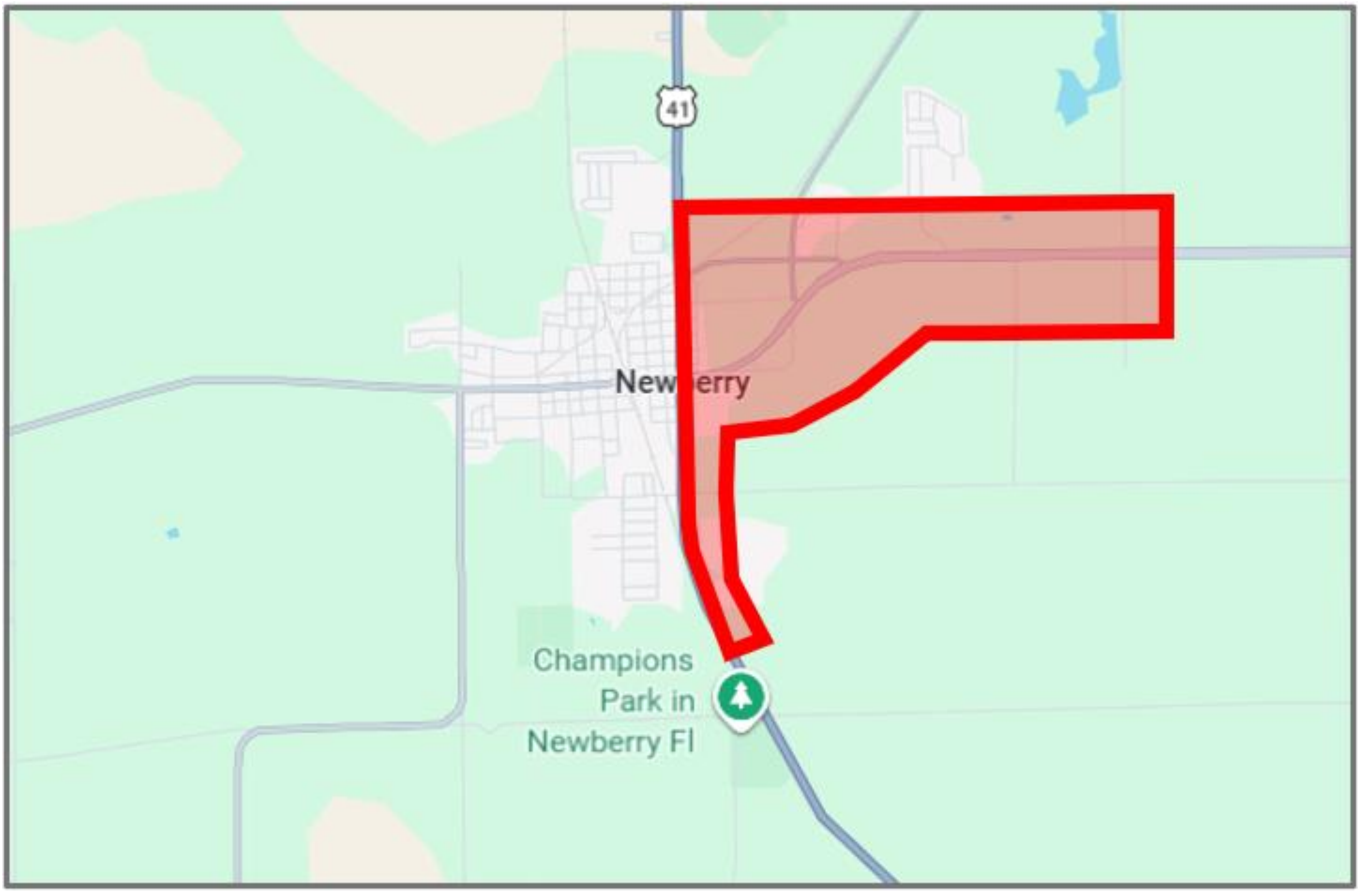

Exhibit A

Lease Agreement

[See attached]