


<p>SUBMIT BIDS TO:</p>  <p>Procurement and Contracts 11000 University Parkway Building 20W, Room 159 Pensacola, FL 32514</p> <p>Access Bid Info on the Web: http://uwf.edu/offices/procurement/vendors-only/open-solicitations/</p>	<p>INVITATION TO BID (ITB) CONTRACTUAL SERVICES/COMMODITY BIDDER ACKNOWLEDGMENT</p> <p><u>POSTING OF BID TABULATIONS:</u> Bid tabulations with recommended awards will be posted at the University Procurement and Contracts' website and will remain posted for a period of 72 hours. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.</p>
BID NUMBER & TITLE: 15ITBT-02BP Rental Bleachers	
BID DUE DATE/TIME: May 18, 2016 at 2:00 P.M. (Central Time)	ESTIMATED BID TAB POSTING DATE: May 23, 2016
BUYER: Bob Pacenta, Assistant Director	ISSUE DATE: April 26, 2016
BIDDER / COMPANY NAME:	BIDDER IS: <input type="checkbox"/> INDIVIDUAL OR PARTNERSHIP <input type="checkbox"/> CORPORATION* *State of Incorporation _____
MAILING ADDRESS:	DELIVERY DATE WILL BE _____ DAYS after receipt of Purchase Order
CITY, STATE, ZIP:	CASH DISCOUNT TERMS:
PHONE #: ()	REASON FOR NO BID:
TOLL-FREE #: ()	
FAX #: ()	
FEDERAL EMPLOYER ID NUMBER: WEB ADDRESS:	MY FIRM IS A FLORIDA CERTIFIED MINORITY BUSINESS ENTERPRISE: <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, ATTACH COPY OF CERTIFICATION.
<p>I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid 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 bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, hereinafter referred to as ITB, including but not limited to certification requirements. In submitting a bid to the University of West Florida, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the University of West Florida 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 U.S. and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the University of West Florida. At the University's discretion, such assignment shall be made and become effective at the time the University tenders final payment to the bidder. Furthermore, by responding to the ITB, I attest that the specifications, terms and conditions, are not restrictive and that I have no objection to any of the terms, conditions, or specifications.</p>	
<p>X</p> <p>MANUAL AUTHORIZED SIGNATURE</p>	<p>TYPED / PRINTED AUTHORIZED NAME & TITLE:</p> <p>E-MAIL:</p>

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ATTACHMENTS

The following attachments are hereby incorporated by reference and made part of this ITB.

BIDDING INSTRUCTIONS AND INFORMATION.....	Attachment A
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PROJECT STATEMENT

PURPOSE

The University of West Florida (the "University" or "UWF") intends to rent an elevated bench style seat bleacher system that will accommodate 1,000 seats during its football season in accordance with accompanying specifications. Bleachers are to be directly delivered to Community Maritime Park, 351 West Cedar Street, Pensacola, FL 32502.

BIDDER ELIGIBILITY

To be eligible to receive an award of contract, bidders are to provide requested information and meet certain requirements which are identified in the bid documents. Failure to provide the information may be cause to treat the bid as non-responsive. **For the convenience of all bidders, a checklist of required information and materials is provided on Page 10.**

TIMETABLE

The estimated schedule and deadlines for this ITB and contract award are projected as follows:

Activity	Time (Central)	Date
Issue Solicitation		April 26, 2016
Due Date for Questions	2:00 pm CT	May 5, 2016
Estimated Issuance of Explanation Response		May 9, 2016
Submittal Due Date	2:00 pm CT	May 18, 2016
Estimated Contract Begins		June 1, 2016

CONTACT

The Procurement and Contracts representative and sole point of contact (POC) for this ITB is:

Bob Pacenta, Assistant Director
Email – rpacenta@uwf.edu
Phone – 850.474.2627

Bidders are advised that from the date of release of this ITB until award of the contract, **no contact with University personnel related to this ITB is permitted. All communications are to be directed to the Procurement and Contracts representative listed above. Any unauthorized contact may result in the disqualification of the Bidder's submittal.**

Bidders are fully responsible for obtaining the complete ITB, including all attachments, addenda (if applicable), and other information by visiting our web site: <http://uwf.edu/offices/procurement/vendors-only/open-solicitations/>. It is recommended that bidders bookmark this web site and visit it frequently.

QUESTIONS

Explanations desired by bidders regarding the meaning or interpretation of this ITB must be requested from the above contact person in writing via e-mail prior to the due date and time as stated in the above Timetable. Any questions received after this date and time will go unanswered.

The explanation response will be issued in writing in the form of an addendum and posted to the Procurement and Contracts web site as identified above. Bidders must acknowledge receipt of any and all addenda by signing each addendum in the space provided and returning with the bid submittal. Lack of signed addenda with the bid package could disqualify your bid.

Bidders should not rely on any representations, statements, or explanations other than those made in writing by the UWF sole POC in the official addendum format. Where there appears to be a conflict between the ITB and any

addenda issued, the last written addendum issued shall prevail.

RESPONSE SUBMISSION

Bidders are to submit:

- one (1) original with the original manual signature of the authorized person signing the bid
- one (1) hard copies of the original
- one (1) electronic copy of the original

Failure to include the signed original shall be grounds for rejection of your response. Submittals must be received by the University of West Florida's Office of Procurement and Contracts by the due date and time as stated in the above Timetable.

UWF is subject to Chapter 119, Florida Statutes, which requires it to provide access to its records, subject to certain limitations. Material submitted in response to this solicitation may become a public document unless a specific exemption to Chapter 119, Florida Statutes exists. Submitted material which is marked as confidential will be treated as confidential by UWF to the extent it is considered a trade secret as defined under Florida law or it meets other criteria otherwise exempt from Chapter 119, Florida Statutes, or other applicable law.

In order for the information to be considered covered by trade secret exemption of the Public Records law, you must take measures to assert the exemption by placing the information provided in your submission that meets the criteria of a trade secret in a separate, sealed envelope marked "Confidential Information".

BIDDING INSTRUCTIONS AND INFORMATION

See Attachment A.

GENERAL TERMS AND CONDITIONS

See Attachment B.

SAMPLE AGREEMENT

See Attachment C for the University's standard agreement to be executed with the successful bidder. Although subject to minor revisions to include all clarifications and negotiated modifications, the successful bidder will be required to execute the University's agreement.

The initial contract term will be for a period of two (2) years from date of execution. The University may renew for two (2) additional one (1) year periods subject to satisfactory periodic performance reviews and by mutual agreement in writing. Payment will be made using either purchase orders or an University Purchasing Card (PCard).

INSURANCE

Bidder shall provide written evidence of insurance coverage in the amounts specified in Attachment D, "Minimum Insurance Requirements" with the bid response.

Upon notification of intent of award to the successful bidder, an original ACORD certificate of insurance must be received by the University of West Florida Office of Procurement and Contracts, which shall be in accordance with Attachment D, "Minimum Insurance Requirements". During the term of the contract, the successful respondent must provide, pay for and maintain such insurance.

PUBLIC RECORDS PROVISIONS

- a. To the extent that Vendor meets the definition of "contractor" under Section 119.0701, Florida Statutes, and in addition to other contract requirements provided by law, the Vendor agrees that it is acting as a contractor on behalf of the University as provided under s. 119.0701(a) and as such it will comply with Florida's Public Records Law. Specifically, Vendor agrees that it will:

- i. Keep and maintain public records that ordinarily and necessarily would be required by the University in order to perform the services performed by the Vendor under the Contracts;
- ii. Provide the public with access to such public records on the same terms and conditions the University would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
- iii. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- iv. Meet all requirements for retaining public records and transfer to the University, at no cost, all public records in possession of the Vendor upon termination of the Contracts and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the University in a format that is compatible with the information technology systems of the University.

b. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT:

- i. The Office of General Counsel: (850) 474-3420, gcfrofrontdesk@uwf.edu, Building 10, 11000 University Parkway, Pensacola, FL 32514.

TOBACCO FREE CAMPUS POLICY

Effective August 1, 2016, the University of West Florida is a tobacco-free campus. The use of cigarettes (electronic or traditional) or other tobacco products is prohibited in all UWF-owned buildings and outdoors on all UWF campus properties. The Vendor must fully comply with this tobacco free policy.

SCOPE OF WORK

UWF is an NCAA Division II Athletics program that competes in the Gulf South Conference and intends to play its home games at Blue Wahoos Stadium in the Vince Whibbs Community Maritime Park in downtown Pensacola, Florida. Blue Wahoo Stadium is a multi-use facility with a primary baseball configuration. As such, the stadium will be reconfigured to accommodate football. UWF intends to rent temporary bleachers to be placed in the right outfield grass to increase seating capacity. Bleacher system will be installed at the beginning of the fall football season and removed at the conclusion of the season.

The Contractor shall furnish an elevated bench style bleacher system to seat 1,000 spectators with appropriate number of American Disability Act (ADA) accessible ingress and egress pathways. The Contractor will need to be able to separate the seating into distinct sections with use of aisle and railing or similar methods. The left section of 250 seats, the center section of 500 seats and the right section of 250 seats. Or, four separate sections of 250 seats each. Bleachers will be placed on grass outfield. Please note **Exhibit A**, sections F1, F2, F3 and F4 that depict approximate location of bleacher system. Pensacola Blue Wahoos baseball team have first priority to the facility. If the Blue Wahoos make the playoffs, then they will have the stadium. Thus, the bleacher set-up will have to be pushed back until after their season is completed. The worst case scenario date listed below if the Blue Wahoos make both rounds of the playoffs. Bleacher system to be installed and ready for use by:

- a. 2016 Season: September 8, 2016; worst case scenario is September 21, 2016.
- b. 2017 Season: September 7, 2017; worst case scenario is September 20, 2017.

The Contractor will provide the University with a comprehensive turnkey solution which includes setup and breakdown once per football season. The bleacher system will be removed after the last home football game. The University requests that a minimum seat width allocation of 18 inches and a minimum first row deck elevation of 42 inches (48 inches is preferred). The Contractor will provide the University with drawings with the proposal. The successful respondent will be required to provide detailed drawings of final structure and placement orientation in stadium. It will be the responsibility of the successful respondent to meet all applicable local and state building codes (ICC 300-2012). There will be ground level access to the field with forklift access. The successful respondent

will be required to provide ground protection for forklift over grass field. The Contractor's proposal will indicate the amount of time it takes to erect the bleacher system.

SPECIAL TERMS AND CONDITIONS

BUSINESS LICENSE

Bidder shall possess a State of Florida and/or Escambia County Business License, if applicable.

BACKGROUND CHECKS

A Level I background check is required to be performed by the Contractor for each employee engaged in performing the work described in this ITB. The Contractor must represent that each employee it assigns to perform the work described in this ITB has successfully passed a Level I background check.

LIST OF REFERENCES

Bidder shall provide no less than three (3) references for similar work, preferably local.

COMPANY NAME:		
ADDRESS:		
CONTACT PERSON:		
PHONE:	FAX:	E-MAIL ADDRESS:
NAME OF CONTRACTOR'S SUPERVISOR:		
PROJECT DESCRIPTION:		

COMPANY NAME:		
ADDRESS:		
CONTACT PERSON:		
PHONE:	FAX:	E-MAIL ADDRESS:
NAME OF CONTRACTOR'S SUPERVISOR:		
PROJECT DESCRIPTION:		

COMPANY NAME:		
ADDRESS:		
CONTACT PERSON:		
PHONE:	FAX:	E-MAIL ADDRESS:
NAME OF CONTRACTOR'S SUPERVISOR:		
PROJECT DESCRIPTION:		

COMPANY NAME:		
ADDRESS:		
CONTACT PERSON:		
PHONE:	FAX:	E-MAIL ADDRESS:
NAME OF CONTRACTOR'S SUPERVISOR:		
PROJECT DESCRIPTION:		

COMPANY NAME:		
ADDRESS:		
CONTACT PERSON:		
PHONE:	FAX:	E-MAIL ADDRESS:
NAME OF CONTRACTOR'S SUPERVISOR:		
PROJECT DESCRIPTION:		

CERTIFICATION REGARDING E-VERIFY SYSTEM

Contractor hereby certifies compliance with the following:

Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for the University of West Florida. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for the University of West Florida on its behalf utilize the E-Verify system to verify the employment eligibility of all new employees hired by subcontractor.

CONTRACTOR:

Company Name

By: _____
Signature

Name: _____
Printed

Title: _____
Printed

Date: _____

BID PRICE SUMMARY SHEET

FROM: _____
Company Name

BY: _____
Signature

Address

NAME: _____
Printed

TITLE: _____
Printed

(Florida Corporate Charter Number)

DATE: _____

(Federal I.D. Number)

TO: University of West Florida
Procurement and Contracts
11000 University Parkway
Pensacola, FL 32514
Bids will be received at Building 20W, Room 159

Ladies and Gentlemen:

I, hereinafter called "Bidder" or "Contractor", by my signature above and on the attached INVITATION TO BID ACKNOWLEDGEMENT FORM, having visited the site of the proposed project and familiarized myself with the local conditions, nature and extent of the work, and having examined carefully the Drawings, General and Special Conditions and Scope of Work, propose to furnish all labor, materials, equipment and other items, facilities, and services for the proper execution and completion of: **THE SETUP AND BREAKDOWN OF AN ELEVATED BENCH STYLE BLEACHER SYSTEM THAT SEATS 1,000 SPECTATORS WITH APPROPRIATE NUMBER OF ADA ACCESSIBLE INGRESS AND EGRESS PATHWAYS AT THE BLUE WAHOOS STADIUM IN THE VINCE WHIBBS COMMUNITY MARITIME PARK IN DOWNTOWN PENSACOLA, FLORIDA IN FULL ACCORDANCE WITH ALL SPECIFICATIONS, DRAWINGS, INVITATION TO BID, SPECIAL AND GENERAL TERMS AND CONDITIONS, ATTACHMENTS, ADDENDA** and any other documents relating thereto on file at Procurement and Contracts, and if awarded the Contract, to complete said work within the time limits specified for the following bid price.

BID PRICE \$ _____ per football season

Option A – Additional 250 seating section that can be added to the system

BID PRICE \$ _____ per football season

Option B – Additional 500 seating section that can be added to the system

BID PRICE \$ _____ per football season

BIDDER'S CHECKLIST

This list is provided as a guide for the bidder and the University to assure that all required and requested information has been submitted. **Bidder should submit a signed CHECKLIST with the bid response.** If any of the items listed below are not included within the returned bid, it may be cause for the bid to be considered non-responsive and could be disqualified. **It is requested that the information be submitted in order as listed below.** This will aid in accurately determining that all information has been supplied in accordance with the specifications.

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink legible or typewritten. Any corrections must be initialed by person making the corrections, or by modification prior to scheduled bid due date. Failure to comply may be sufficient reason to reject bid.

Bidders are to submit:

- one (1) original with the original manual signature of the authorized person signing the bid
- one (1) hard copy of the original
- one (1) electronic copy of the original

Failure to include the original with an authorized manual signature shall be grounds for rejection of your response.

**Save a tree! Please send only those items requested.
Do not include the entire bid package.**

	Completed and Signed Invitation to Bid Acknowledgment Form (MANDATORY)
	Signed Addenda (if applicable)
	Provide written confirmation of the firm's ability to meet the schedule provided in Scope of Work including the worst case scenarios
	Evidence of Insurance
	Evidence of State of Florida and/or Escambia County Business License, if applicable
	Completed List of References
	Signed Certification Regarding E-Verify System
	Completed and Signed Bid Price Summary Sheet
	Completed and Signed Bidder's Checklist
	The Bid Number & Title written on the outside of the Bid package. The University will not be responsible for unopened Bid packages at the Bid opening when the mailing package is not properly identified.

BIDDER'S SIGNATURE

COMPANY NAME

ATTACHMENT A

BIDDING INSTRUCTIONS AND INFORMATION

PREPARATION AND SUBMISSION OF BIDS

All bid sheets and the ITB Acknowledgment Form must be executed and submitted in a sealed envelope. The outside of your envelope shall contain, in addition to the University's address, **the date and time of the bid due date and the bid number**. Submit ONE ORIGINAL complete and signed Bid along with one complete hard copy of the Bid and an electronic copy. The original bid should be marked "original." Failure to submit a copy may cause your bid to be considered non-responsive. Bid must contain a manual signature of an authorized representative in the space provided on the front page of the ITB Acknowledgment Form. Bids must be typed or printed in ink. Use of erasable ink or pencil is not permitted. All corrections made by bidder to the bid price must be initialed.

The company name and FEI number must appear on the ITB Acknowledgment Form. Each bid must give the full business address of the bidder and state whether it is an individual, corporation or partnership. Bids by a corporation must be signed with the legal name and seal of the corporation followed by the name of the state of its incorporation and the manual signature and designation of an officer, agent or other person authorized to bind the corporation.

NOTE: Do not include more than one bid number per envelope. The University will not be responsible for unopened bid packages at the bid opening when the package is not properly identified.

BID GUARANTEE

Bids shall be accompanied by a bid guarantee of **five (5)** percent of the total of the bid (unless stated otherwise in the invitation to bid). This bid guarantee may be in the form of a certified check, cashier's check, bank draft, or bid bond made payable to Board of Trustees. Such check or bid bond shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw bid for a period of sixty (60) days after the scheduled closing time for the receipt of bids; that if his/her bid is accepted, he/she will enter into a written contract with the Owner in accordance with the owner-contractor agreement included as part of the contract documents, and that the required Performance and Payment Bond for the project will be given; and that in the event of failure to enter into said agreement and give said bonds within ten (10) days after receipt of notice of acceptance of his/her bid the bidder shall be liable to the Owner for the full amount of the bid guarantee as representing the damage to the Owner on account of the default of the bidder in any particular hereof. Bid guarantees will be returned to all bidders upon execution of agreement and approval of Performance and Payment Bonds. If the required agreement and bonds have not been executed within sixty (60) days after the due date of the bids, then the bid bond or check of any bidder will be returned upon request provided it has not been notified of the acceptance of its proposal prior to the date of such request.

NO BID SUBMITTED

If not submitting a bid, respond by returning only the ITB Acknowledgment Form, marking it "NO BID," and explaining the reason in the space provided. Failure to respond to a procurement solicitation without giving reason(s) for such failure, nonconformance to contract conditions, or other pertinent factors deemed reasonable and valid, may be cause for removal of the bidder's name from the notification list.

WITHDRAWAL OF BIDS

Bids may be withdrawn by bidders submitting a written request prior to the scheduled bid due date. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened. No bid may be withdrawn after the opening of bids is commenced.

DISQUALIFICATION/REJECTION OF BIDS

More than one bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a bidder has an interest in more than one bid for the same work will cause rejection of all bids in which such bidders are believed to have an interest. Any or all bids will be rejected if there is reason to believe that collusion exists among the bidders; no participants in such collusion will be considered in future bids for the same work. Bids in which prices obviously are unbalanced may be

rejected by the University. Falsification of any entry made by the bidder will be deemed a material irregularity and will be grounds for rejection. The University reserves the right to reject any and all bids when in the opinion of the University such rejection is in the best interest of the University.

ADDENDA

If the University finds it necessary to supplement, modify or interpret any portion of the bidding documents during the bidding period, written addenda will be issued and will be posted on the Procurement & Contracts' website. Except for minor revisions, corrections, or clarifications, the University will endeavor to issue addenda no less than five calendar days prior to the date scheduled for receipt of bids.

ADDITIONS/DELETIONS

The University reserves the right to add to or delete any item from this bid or resulting contract when deemed to be in the University's best interest.

ERRORS AND OMISSIONS

The bidder is expected to comply with the true intent of this ITB taken as a whole and shall not avail itself of any error, omission, or discrepancy in the specifications or instructions. Should the bidder suspect such, it shall immediately notify the University, in writing, and the University shall issue written instruction to be followed. The bidder is responsible for the contents of its bid and for satisfying the requirements set forth in the ITB.

INTERPRETATIONS/DISPUTES

Any questions concerning conditions and specifications shall be directed in writing to the responsible buyer for receipt no later than ten days prior to the bid due date. Inquiries must reference the bid number and title. No interpretation shall be considered binding unless provided in writing by the University in response to requests in full compliance with this provision. Any actual or prospective bidder who disputes the reasonableness, necessity or competitiveness of the terms and conditions of the ITB, selection or contract award recommendation shall file such protest in form of a petition in compliance with written university policy. Failure to file a protest within the time prescribed in UWF/REG. 6.0054(5) shall constitute a waiver of proceedings under University Regulations.

DELIVERY

Unless actual date 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 on front page of ITB Acknowledgment Form. Delivery time may become a basis for making an award. Delivery of goods shall be made during normal business hours. Items not delivered as per delivery date in bid and/or Purchase Order may result in bidder being found in default, in which event all re-procurement costs may be charged against the defaulting bidder.

CONDITION AND PACKAGING

It is understood and agreed that any item bid or shipped as a result of this ITB shall be new (current model at the time of this ITB). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging and shipping. It is agreed by the parties hereto that delivery by the vendor to the common carrier does NOT constitute delivery to the University. It is further agreed that the University accepts title only when received in acceptable condition, regardless of F.O.B. point.

CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, F.S. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the University of West Florida. Further, all bidders must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent or more in the bidder's firm or any of its branches. Such relationship or ownership may result in disqualification, and any contract entered in violation of such provisions shall be rendered voidable. For additional information, please contact the Ethics Commission at 850/488-7864.

No person or firm receiving a contract, to perform a feasibility study of the potential implementation of a subsequent contract, participating in the drafting of an invitation for bid or developing a program for future implementation shall

be eligible to contract with the University for any other contracts dealing with that specific project and bidders must disclose with their bid any such conflict of interest.

MANUFACTURERS' NAME AND ACCEPTABLE ALTERNATES

Any manufacturers' names, trade names, brand names information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand which meets the specifications and for which it is an authorized representative. Measurements appearing in these specifications are not intended to preclude items with metric measurements. If bids are based on alternate products, the manufacturer's name and number must be indicated. Bidders shall submit with bid: cuts, sketches, descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The University reserves the right to determine acceptance of item(s) as an acceptable alternate. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed in the ITB. Bidder must notify the University of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. Changes shall not be binding upon the University unless evidenced by a written Change Order issued and signed by the University's Office of Procurement and Contracts.

SAMPLES

Samples of items, when called for, must be furnished free of expense, on or before bid due date, and if not destroyed may, upon request, be returned at bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name, bid number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and names of carrier and must be received with the bid. If instructions are not received with bid, the samples shall be disposed of by the University.

ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this ITB. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special terms and conditions in this solicitation are the only conditions applicable to this solicitation and the bidder's authorized signature affixed to the ITB Acknowledgment Form attests to this.

SERVICE AND WARRANTY

Unless otherwise specified, the bidder shall define any warranty service and replacement that will be provided during and subsequent to this contract. Bidders should explain on an attached sheet to what extent warranty and service facilities are provided.

ADDITIONAL QUANTITIES

For a period not exceeding 90 days from the date of acceptance of this bid, the right is reserved to acquire additional quantities up to the amount shown on the bid at the prices bid in response to this invitation. If vendor does not agree to provide additional quantities, the bid sheets are to be noted "BID IS FOR SPECIFIED QUANTITY ONLY."

BIDDER'S RESPONSIBILITY

It is understood and the bidder hereby agrees that it shall be solely responsible for all goods and services that it bids, notwithstanding the detail present in the ITB.

BID CLOSING

The bid closing shall be public, on the date, place and time specified on the ITB Acknowledgment Form. It is the bidder's responsibility to assure that the bid is delivered to the Procurement and Contracts Office no later than the date and time specified. Bids, which for any reason are not delivered on time, will not be considered. Bids by fax, telegram or telephone ARE NOT ACCEPTABLE. A bid may not be altered after bid closing. NOTE: Only the names of the bidders will be announced at the bid closing.

BID OPENING

Bid openings are exempt from public meeting requirements. In compliance with subsection 2(c) of 286.0113, Florida Statutes, General exemptions from public meetings, bid openings will be recorded. Recordings are exempt from public records laws until such time as the University issues a notice of an intended decision.

After decision is made to proceed, bid tabulations will be posted to the University Procurement and Contracts' website at <http://uwf.edu/procurement/pages/OpenBidsProposals.cfm>. Bid files may be examined during normal working hours by appointment after notice of intended decision is issued. Tabulations WILL NOT be provided by facsimile or telephone.

ACCOMMODATIONS

Persons with a disability who require reasonable accommodation for pre-bid or bid closings should contact Dr. Catherine Powell in Bldg. 11, Room 119 at least five working days in advance to make appropriate arrangements. Persons with hearing or speech impairments should contact Dr. Catherine Powell by using the Florida Dual Party Relay System at 1-800-955-8770 (voice) or 1-800-474-2205 (TDD).

AWARDS

As deemed in the best interest of The University, the right is reserved to make multiple awards or a single award, to reject any and all bids, or waive any minor irregularity or technicality in bids received. The University further reserves the right to award on the basis of bid options, if applicable. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this ITB shall conform to applicable Florida Statutes.

CONDITIONED AWARD

The award of this bid shall depend upon the meeting of the specified requirements, price, quality, delivery date, and suitability for the intended purpose of the University. The University reserves the right to solely determine acceptance of item(s) as an acceptable alternate and to award to an individual vendor or multiple vendors in order to obtain the best cost and service.

IDENTICAL TIE RESPONSES

Whenever two or more responses, which are equal with respect to price, quality, and service are received, preference will be given as follows:

- Commodities manufactured in the State.
- Businesses whose principal place of business is the State of Florida.
- Businesses which can document a drug-free workplace program.
- Should a tie remain, award shall be determined by a flip of a coin.

BID PROTEST

In accordance with University of West Florida Regulation 6.0054 (5) and Board of Governors' Regulation 18.002 (5) (a) (2), any qualified respondent who is adversely affected by the university's decision or intended decision must timely file a written Notice of Intent to Protest with the UWF Procurement and Contracts Department within 72 hours of the electronic posting of award or notice of intent to award. Failure to timely file a Notice of Intent to Protest within 72 hours of the university's posting of the notice of decision or intended decision being protested shall constitute a waiver of the right to protest proceedings related to that decision or intended decision.

Any qualified respondent that files an action protesting a decision or intended decision pertaining to this solicitation, must post with the University at the time of filing the formal protest, a bond payable to the University of West Florida Board of Trustees in an amount prescribed by UWF Regulation 6.0057 (3) (a). In lieu of a bond, the University may accept a cashier's check or money order in the amount of the bond.

Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance

with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.

PRICES, TERMS, AND PAYMENT

Firm prices shall be offered and include all packing, handling, shipping charges, delivery and set-up services to the destination shown herein.

Price Adjustments: All prices offered shall be firm for 180 days from date of bid. After this date, it shall be the bidder's responsibility to notify the University in writing 30 days in advance of any anticipated changes in prices and submit a request to the Office of Procurement and Contracts for a price increase/decrease by furnishing bona-fide manufacturer's documents or price lists reflecting the changes. Increases/decreases shall be limited to the actual cost increases/decreases to the bidder. Any request for increases must be accepted in writing by the University. Any price decrease effectuated during the contract period by reason of market change shall be passed on to the University. This shall also apply to all in-place equipment on rent or lease plan.

Taxes: The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See tax exemption number on face of Purchase Order. The exemption does not apply to purchases of tangible personal property made by bidders who use the tangible property in the performance of contracts for the improvement of state-owned real estate as defined in Chapter 192, F.S.

Discounts: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for evaluation purposes.

Mistakes: Bidders are expected to examine the specifications, delivery schedule, prices, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in the unit price will govern.

PURCHASING BY OTHER AGENCIES

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price to other state universities, community colleges, district school boards, other educational institutions, and other governmental agencies unless otherwise stipulated by the offeror on the bid form. If the period of time is not defined within the solicitation, the prices, terms and conditions shall be firm for 120 days from the date of award.

Each governmental agency desiring to accept these offers and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

ATTACHMENT B

GENERAL TERMS AND CONDITIONS

LEGAL REQUIREMENTS

Applicable provisions of all federal, state, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a 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 bidder shall not constitute a cognizable defense against the legal effect thereof.

PUBLIC RECORD

This Agreement is subject to the requirements of Chapter 119, Florida Statutes (Public Records Law). UWF may unilaterally cancel this Agreement for refusal by Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.

Further, Contractor agrees that, to the extent it may meet the definition of a "contractor" within the meaning of Section 119.0701, Florida Statutes, it will:

- A. Keep and maintain public records that ordinarily and necessarily would be required by UWF in order to perform the services performed by Contractor under the Agreement.
- B. Provide the public with access to such public records on the same terms and conditions that UWF would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer to UWF, at no cost, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to UWF in a format that is compatible with the information technology systems of UWF.
- E. The failure of Contractor to comply with the provisions set forth in this (Section)(Paragraph) shall constitute a default and breach of this Agreement and UWF shall enforce the default in accordance with the provisions set forth herein.

ABNORMAL QUANTITIES

If this solicitation is for a term contract, the University reserves the right to solicit separate bids for any unusual or abnormal quantity requirements which may arise during the contract term.

CONTRACT PERIOD AND RENEWAL

If this solicitation is for a term contract, the contract period will be for an initial period with the option to renew as specified in the solicitation. Renewal of the contract period shall be by mutual agreement in writing.

CANCELLATION

All contract obligations shall prevail for at least 180 days after effective date of contract. Either party may cancel this contract, in whole or in part, by giving 30 days prior notice in writing to the other party. The University reserves the right of unilateral cancellation for refusal by the bidder to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119 F.S.

DEFAULT

Failure to perform according to bid and any resulting contract shall be cause for bidder to be found in default in which event any and all re-procurement costs may be charged against the defaulting firm and may result in the firm being denied future University business. Except for defaults of subcontractors, the Respondent shall not be liable

for any excess costs if the failure to perform the contract arises from cause beyond the control and without the fault or negligence of the Respondent.

ASSIGNMENT

Any Purchase Order or contract issued pursuant to this ITB and any contract amounts, which may become due hereunder, are not assignable except with the prior written approval of the University.

ADVERTISING

In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising.

GOVERNMENTAL RESTRICTIONS

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in this bid prior to completion or delivery, it shall be responsibility of the bidder to notify the Office of Procurement and Contracts in writing at once, stating the specific regulation which requires an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the University.

PROMPT PAYMENT POLICY

Invoicing and Payment: Payment shall be made upon submission of properly certified invoices to the University at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the bidder's FEI Number. An original and one copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. The final payment shall not be made until after the contract is complete unless the University has agreed otherwise. Invoices for fees or other compensation for services or expenses submitted for contractual services shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Travel expenses shall be invoiced in accordance with the rates at or below those specified in s. 112.061.

Vendor Ombudsman: The University of West Florida Board of Trustees Prompt Payment Policy provides that the University has five working days to inspect and approve goods and services, unless the solicitation, purchase order or contract specifies otherwise. If payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty in addition to the amount of the invoice, at the rate established in Section 55.03, Florida Statutes, on the unpaid balance shall be paid by the University. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the University. Invoices received from vendors who have failed to supply the University with a complete and accurate W-9, will be deemed insufficient for payment until such information has been provided. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the University, may be contacted at (850) 474-2636.

Annual Appropriations: The University's obligation to pay under any contract resulting from this ITB is contingent upon an annual appropriation by the Legislature.

INSPECTION, ACCEPTANCE, AND TITLE

Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the University, unless loss or damage results from negligence by the University. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist in expeditious handling of damage claims, the University will:

- A. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- B. Report damage (visible and concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- C. Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
- D. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

NONCONFORMANCE TO CONTRACT CONDITION

Items may be tested for compliance with specifications by the Florida Department of Agriculture and Consumer Services, or by other appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at bidder's expense and all re-procurement costs may be charged against the defaulting bidder. Any violation of these stipulations may also result in bidder being denied future University business.

SAFETY STANDARDS

Unless otherwise stipulated, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the ITB, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.

MINORITY BUSINESS COMMODITIES AND SERVICES

The University of West Florida actively seeks and encourages women and minority business enterprises to compete for the business of the university. The Contractor awarded the contract will be required to use its best efforts in seeking and encouraging participation by women and minority businesses in competing for the opportunity to assist Contractor in providing the goods and/or services to the University. The University will require the Contractor to provide proof in order to substantiate the Contractor's efforts. For more information please contact the Buyer responsible for this bid.

PATENTS AND ROYALTIES

The bidder, 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 un-patented invention, process, or alteration of the article. The bidder has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by bidder or is based solely and exclusively upon the University's alteration of the article. The University will provide prompt written notification of a claim of copyright or patent infringement and will afford the bidder full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending, the bidder may, at its options and expense, procure for the University the right to continue use of, replace or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the University agrees to return the article on request to the bidder and receive reimbursement, if any, as may be determined by a court of competent jurisdiction. If the bidder uses any design, device, materials, or services covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, materials, or services in any way involved in the work.

LIABILITY

The successful bidder shall hold and save the University and the State of Florida, its officers, agents and employees harmless against claims by third parties resulting from the bidder's breach of this contract or the bidder's negligence.

FACILITIES

The University reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.

EQUAL EMPLOYMENT OPPORTUNITY

The nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or

national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, Veteran's Act 38USC4212, Section 503 - Rehabilitation Act of 1973 Title I of the Americans with Disabilities Act of 1990 42USC12101, Age Discrimination Act of 1975, and UWF's policy relative to sexual harassment are incorporated herein.

THE U.S. FAIR LABOR STANDARDS ACT - FLSA

By signing this bid, bidder certifies that these goods and/or services were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

PURCHASES FROM CONTRACTORS CONVICTED OF PUBLIC ENTITY CRIMES

The University shall not accept a competitive solicitation from or purchase commodities or contractual services from a person or affiliate who has been convicted of a public entity crime and has been placed on the State of Florida's convicted vendor list for a period of 36 months from the date of being added to the convicted vendor list.

EMPLOYMENT OF UNAUTHORIZED ALIENS

The University shall consider the employment of unauthorized aliens by the bidder a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this contract.

ATTACHMENT C

Sample Contract

Rental Bleachers Service Agreement

Between the University of West Florida Board of Trustees,
A public body corporate (the "University") and
TBD ("Contractor") (10/22/13)

This Agreement is made as of the latest date signed below, between the University of West Florida Board of Trustees, a public body corporate (the "University"), and TBD, ("Contractor") Federal I.D. No. TBD.

This Agreement shall consist of this Agreement, the ITB #15ITBT-02BP (the "ITB") and all addenda, and Contractor's response to the ITB (the "Response") which all are hereby incorporated by reference.

In consideration of the mutual promises contained herein, the University and Contractor agree as follows:

ARTICLE 1 – GOVERNING LAW

This Agreement is governed by the laws of the state of Florida and any provisions herein, in conflict therewith, shall be void and of no effect. Venue for all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in Escambia County, Florida. This choice of venue is intended by the parties to be mandatory. Each party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section. The federal or state courts of the State of Florida shall have exclusive jurisdiction of any claims arising out of this Agreement.

ARTICLE 2 – SERVICES & TERM

The Contractor's responsibility under this Agreement is to provide Rental Bleacher Services as more specifically set forth in formal solicitation number 15ITBT-02BP (the "ITB"), Contractor's response to formal solicitation number 15ITBT-02BP (the "Response"), and the Scope of Services detailed in "Exhibit A". Services of Contractor shall be under the general direction of the University's Athletic Department who shall act as the University's representative during the performance of this Agreement.

The Contractor shall commence services on the latest date signed below and continue for an initial contract period of two (2) years with the University having the option of renewing for two (2) additional one (1) year periods. This agreement may be renewed under the same terms and conditions as the original agreement, at the sole and exclusive discretion of the University. The University and Contractor will agree upon renewals in writing.

ARTICLE 3 – PAYMENTS TO CONTRACTOR

A. Contractor will bill the University on a monthly basis, or as otherwise provided, at the amounts set forth in "Exhibit B" for services rendered toward the completion of the Scope of Work.

B. Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the initiating University department, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Financial Services Department for payment. Invoices must reference the current purchase order number (if applicable). Invoices will normally be paid

within thirty (30) days following the using Department's approval.

C. All requests for payment will be submitted in sufficient detail for a proper pre-audit and post-audit thereof.

D. In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the University. This certifies that all services have been properly performed and all charges and costs have been invoiced to University. Since this account will thereupon be closed, any and all further charges if not properly included on this final invoice are waived by the Contractor.

E. All payments are to be made in accordance with UWF Board of Trustees Prompt Payment Policy. A Vendor Ombudsman has been established within the University of West Florida. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the University. The Vendor Ombudsman may be contacted at (850) 474-2636.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement and no higher than those charged the Contractor's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the University determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside Contractors. The University shall exercise its rights under this "Certificate" within one (1) year following final payment.

ARTICLE 5 – TERMINATION

Termination without Cause

The University may terminate the Agreement without cause by giving written notice to the other party within 30 days. Each party will continue and fulfill its obligations already underway at the effective date of the cancellation.

Termination for Cause

The Agreement may be terminated in the event of a breach in the Agreement. The aggrieved party will notify the other party in writing and describe the breached provision. The Contractor will have 10 days from receipt of notice to correct the deficiency. If the deficiency is not corrected within the 10 day allotted period, then the University may terminate the Agreement by providing 10 days written notice of termination to the Contractor. Termination for cause shall not relieve either party of the responsibility of discharging its duties already begun.

The University shall be reimbursed by the Contractor for paid services that the University did not or will not receive from the Contractor. The Contractor shall be paid for services rendered to the University's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the University the Contractor shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the University.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 – PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be

employees of or have any contractual relationship with the University.

All of the services required herein shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions of the Contractor's key personnel as may be listed herein must be made known to the University's representative prior to execution, and written approval granted by the University before said change or substitution can become effective.

The Contractor warrants that skilled and competent personnel to the highest professional standards in the field shall perform all services.

ARTICLE 7 – SUBCONTRACTING

The University reserves the right to accept in writing the use of a Sub-Contractor or to reject the selection of a particular Sub-Contractor and to inspect all facilities of any Sub-Contractor in order to make a determination as to the capability of the Sub-Contractor to perform properly under this Agreement. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If a Sub-Contractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the Sub-Contractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to written acceptance of the new Sub-Contractor by the University.

ARTICLE 8 – TAXES

The University is exempt from the payment of all Federal Tax and State Tax for sales, use or excise taxes. The Contractor shall pay all personal property taxes on leased equipment and all taxes based upon net income. The University will furnish an exemption certificate as appropriate to the Contractor. The Contractor shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the University, nor shall the Contractor be authorized to use the University's Tax Exemption Number in securing such materials. The Contractor shall be responsible for payment of its own and its share of FICA and Social Security benefits with respects to this Agreement.

ARTICLE 9 – AVAILABILITY OF FUNDS

The University's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the State and/or the University. The University shall give notice to Contractor of the non-availability of such funds when the University has knowledge thereof. Upon the Contractor's receipt of such notice, the Contractor is entitled to payment for only those services performed prior to the date notice is received.

ARTICLE 10 – INSURANCE

A. Contractor shall not commence work under this Agreement until it has submitted all insurance required and the University has approved such insurance. The Contractor is required to maintain the insurance for the life of the project plus 1 (one year).

B. Contractor must provide within five calendar days of ITB award notification from the University, an original ACORD Certificate of Insurance evidencing the insurances provided by the Contractor, and signed by the insurance companies or their authorized agents, certifying to the name and address of the party insured, the description of the work covered by such insurance, the insurance policy numbers, the limits of liability of the policies and the dates of their expirations with a further certification from the insurance companies that their policies will not be materially modified, amended, changed, canceled or terminated without thirty (30) days business days prior written notice to the University. Certificate must list the following entities as certificate holder and additional insured: The State of Florida, Florida Board of Governors, University of West Florida Board of Trustees and The University of West Florida.

C. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

D. Contractor shall maintain, during the term of this Agreement, coverages and requirements in accordance with the University's Minimum Insurance Coverage and Requirements.

ARTICLE 11 – INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless, assume liability for and defend, the University, the State of Florida, the Florida Board of Education, the University of West Florida Board of Trustees and their officers, employees, and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which in any manner arise or are alleged to have arisen, from the acts, omissions or wrongful conduct of Contractor or Contractor's officers, employees, agents, guests, patrons, licensees, invitees or sub-Contractor in connection with or related to their operations, activities, occupancy or use of the facilities or property of the University in connection with the performance of this Agreement.

The Contractor shall construe nothing in this Agreement as an indemnification of the Contractor. The University warrants and represents that as a sovereign entity, it is self-insured. Contractor and University agree that nothing contained herein shall be construed or interpreted as (a) the consent of the University or the State of Florida or its agents and agencies to be sued; or (b) a waiver of sovereign immunity of the University or the State of Florida.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

The University and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the University nor the Contractor shall assign any right or delegate any duties hereunder nor may it transfer, pledge, surrender, or otherwise encumber or dispose of its interest in any portion of this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the University, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the University and the Contractor.

ARTICLE 13 – AFFIRMATIVE ACTION & ADA

As a condition of this Agreement, the Contractor agrees to comply with Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 503 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, which are incorporated herein by reference.

The Contractor agrees to comply with the Americans with Disability Act (ADA) of 1990.

ARTICLE 14 – UNIFORM COMMERCIAL CODE

The Uniform Commercial Code shall prevail as the basis for contractual obligations between the Contractor and the University for any terms and conditions not specifically stated in this Agreement.

ARTICLE 15 – CONFLICT OF INTEREST

In accordance with Section 112.3185, Florida Statutes, the Contractor hereby certifies that to the best of its knowledge and belief no individual employed by it or subcontracted by it has an immediate relation to any employee of the University who was directly or indirectly involved in the procurement of said services and would conflict in any manner with the performance of services required hereunder. Violation of this section by Contractor shall be grounds for cancellation of this Agreement by the University.

The Contractor shall promptly notify the University in writing of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the University as to whether the association, interest or circumstance would, in the opinion of the University, constitute a conflict of interest if entered into by the Contractor. The University agrees to notify the Contractor of its opinion in writing within 30 days of receipt of notification by the Contractor. If, in the opinion of the University, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the University shall so state in the notification and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the University by the Contractor under the terms of this Agreement.

ARTICLE 16 – FORCE MAJEURE/EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the University's failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions.

Upon the Contractor's request, the University shall consider the facts and extent of any failure to perform the work and, if the Contractor's failure to perform was without its or its sub-Contractor's fault or negligence, the Agreement Schedule and/ or any other affected provision of this Agreement shall be revised accordingly; subject to the University's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 17 – ARREARS

The Contractor shall not pledge the University's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 18 – PUBLIC RECORDS

This Agreement is subject to the requirements of Chapter 119, Florida Statutes (Public Records Law). UWF may unilaterally cancel this Agreement for refusal by Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.

Further, Contractor agrees that, to the extent it may meet the definition of a "contractor" within the meaning of Section 119.0701, Florida Statutes, it will:

A. Keep and maintain public records that ordinarily and necessarily would be required by UWF in order to perform the services performed by Contractor under the Agreement.

B. Provide the public with access to such public records on the same terms and conditions that UWF would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer to UWF, at no cost, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to UWF in a format that is compatible with the information technology systems of UWF.

E. The failure of Contractor to comply with the provisions set forth in this (Section)(Paragraph) shall constitute a default and breach of this Agreement and UWF shall enforce the default in accordance with the provisions set forth herein.

ARTICLE 19 – INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Contractor, and not an employee, agent, or representative of the University. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the University shall be that of an Independent Contractor and not as employees or agents of the University.

The Contractor does not have the power or authority to bind the University in any promise, agreement, or representation other than specifically provided for in this agreement.

ARTICLE 20 – CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 21 – ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The University shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business.

ARTICLE 22 – EQUAL OPPORTUNITY IN EMPLOYMENT

Contractor affirms, without reservation, the principles of equal opportunity employment. Contractor will not discriminate against qualified candidates for any unlawful reasons, including race, religion, gender, national origin, age or disability.

ARTICLE 23 – ENTIRETY OF CONTRACTUAL AGREEMENT

The University and the Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

Any amendments, alterations or modifications to this Agreement must be in writing, signed or initialed and approved by all signatories of this Agreement to be effective.

ARTICLE 24 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 25 – AUTHORITY TO PRACTICE

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the University upon request.

ARTICLE 26 – SEVERABILITY

In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or by an Administrative Law Judge in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof. However, where a breach of this Agreement goes to the whole of this Agreement, this Agreement is unenforceable.

ARTICLE 27 – MODIFICATIONS OF WORK

The University reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the University’s notification of a contemplated change, the Contractor shall (1) if requested by the University, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the University of any estimated change in the completion date, and (3) advise the University in writing if the contemplated change shall effect the Contractor’s ability to meet the completion dates or schedules of this Agreement.

If the University so instructs in writing, the Contractor shall suspend work on that portion of the Work affected by a contemplated change, pending the University’s decision to proceed with the change.

If the University elects to make the change, the University shall issue an Agreement Amendment or Change Order and the Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 28 – NOTICE

All notices required in this Agreement shall be sent in writing by FAX or a delivery service requiring evidence of receipt of delivery and if sent to the University shall be mailed to:

University of West Florida
Bob Pacenta
Procurement & Contracts
11000 University Parkway
Pensacola, FL 32514
Fax Number: 850-474-2090

Notices sent to the Contractor shall be mailed to:

NAME
ADDRESS
CITY/STATE
FAX

ARTICLE 29 – PUBLIC ENTITY CRIME

In accordance with Fla. Stat. §287.133 (2) (a), any person or affiliate who has been placed on the Convicted Contractor List following a conviction for a Public Entity Crime, may not participate in bids or proposals, and may not perform work or transact business with any public entity in excess of the threshold amount stated in Fla. Stat. §287.017 (Category Two) for thirty-six months from the date first placed on the list.

ARTICLE 30 – ASSIGNMENT OF ANTITRUST CLAIMS

By signature of duly authorized agent below, Contractor hereby conveys, sells, assigns, and transfers to the University of West Florida all rights, title and interest in and all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the

ATTACHMENT D

Consulting and Professional Services **Minimum Insurance Coverage and Requirements**

The Consultant/Contractor shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum insurance, the University of West Florida (UWF) shall not be deemed or construed to have assessed the risk that may be applicable to the Consultant/Contractor. The Consultant/Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Consultant/Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

COVERAGES

1. Commercial General Liability–ISO CG 001 Form or equivalent. Coverage to include:

Premises and Operations
Personal/Advertising Injury
Products/Completed Operations
Broad Form Property Damage
Independent Contractors

2. Automobile Liability including all:

Any Auto
Owned Auto
Non-owned Auto
Hired Auto
Personal Injury Protection (when applicable)

3. Workers' Compensation

Statutory Benefits (Coverage A)
Employers Liability (Coverage B)

4. Excess/Umbrella Liability

Excess of Commercial General Liability, Automobile Liability and Employers Liability. Coverage should be as broad as primary.

5. Professional Liability –The Consultant/Contractor shall maintain Errors and Omissions Liability covering wrongful acts, errors and/or omissions, including design errors of the Consultant/Contractor for damage sustained by reason of or in the course of operations under this contract. The policy/coverage shall be amended to include the following:

- Amendment of any Contractual Liability Exclusion to state that the exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your wrongful acts.
- Claims alleging improper supervision of sub-consultants
- Representative Insured Wording amended to include past principals/employees
- Deletion of any exclusions pertaining to design/build liability
- Cancellation Clause shall provide 30 day notice prior to Cancellation to UWF
- Policy is to be the primary basis; if other professional coverage is carried, an endorsement is to be issued acknowledging that there is excess coverage above this policy. The declaration page shall show the other policy is intended to function as excess, and shall be shown on the declarations page of this policy
- Notice Provision for Claims to be added stating that it is agreed that knowledge of an act, error, or omission by an agent or employee of the insured, shall not in itself constitute knowledge by the insured, unless an officer, owner, partner, or principal of the insured shall have received such notice.

LIMITS REQUIRED

The Consultant/Contractor shall carry the following limits of liability as required below. Dollar amounts may change in accordance with the event or project. Construction requirements may also include Builders Risk and Pollution Liability.

Commercial General Liability	
General Aggregate	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000
Personal/Advertising Injury	\$ 1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Payments (Any One Person)	\$ 5,000
Automobile Liability	
Bodily Injury/Property Damage (Each Accident)	\$ 1,000,000
Personal Injury Protection	Statutory
Workers' Compensation	
Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability)	\$100,000 \$500,000 \$100,000
Umbrella Liability	
Each Occurrence Limit	\$ 1,000,000
General Aggregate Limit	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Professional Liability	
Each Claim	\$1,000,000
Annual Policy Aggregate	\$2,000,000
Pollution Liability (when applicable)	
Per Claim	\$100,000
Annual Policy Aggregate	\$100,000

ADDITIONAL REQUIREMENTS

The Consultant/Contractor shall meet the following requirements:

1. Be licensed or approved to do business within the State of Florida.
2. Insurer possesses a minimum A.M. Best's Insurance Guide rating of no less than "B+".
3. Unless otherwise approved by the University, all insurance coverage must be written on an occurrence basis with the exception of professional liability and pollution liability (if applicable).
4. With the exception of Professional Liability, Workers Compensation and Pollution Liability (if applicable) **all policies must name the State of Florida, Florida Board of Governors, University of West Florida Board of Trustees, and The University of West Florida, its officers, employees, agents, and volunteers as "Additional Insured"**. (ISO Form CG 2010, 1997 Edition or equivalent).
5. Include an Additional Insured Endorsement form as the "Additional Insured" on Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Environmental Liability and other as specified by the contract.
6. Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by UWF.
7. Include a Waiver of Subrogation Clause that clearly states that the insurer paying any claim arising by reason of any operations under the contract will not seek reimbursement from UWF.
8. Include a Separation of Insured Clause (Cross Liability) for all liability policies.
9. University prefers thirty (30) days advance written notice prior to policy non-renewal, cancellation or materially change or alteration. Renewal certificates and endorsements are to be provided to UWF at least 30 days prior to expiration.

10. Insurance certificates and written endorsement **must** be provided directly by the insurance agency or carrier.
11. Consultant/Contractor shall provide uninterrupted professional liability coverage for three years after contract expiration date.
12. Consultant/Contractor is responsible for ensuring that any sub-contractors or sub-consultants maintain equivalent insurance coverage.

ATTACHMENT E

**University of West Florida
Football**

2016 UWF Home Football Schedule

Date	Time	Opponent
September 10, 2016	TBD	Missouri S&T
October 1, 2016	TBD	Florida Tech
October 22, 2016	TBD	Shorter
October 29, 2016	TBD	West Alabama
November 12, 2016	TBD	West Georgia

** NCAA playoff dates. UWF would have to qualify and host a home playoff game:

Saturday, November 19, 2016

Saturday, November 26, 2016

Saturday, December 3, 2016

Saturday, December 10, 2016

2017 UWF Home Football Schedule

Date	Time	Opponent
September 9, 2017	TBD	Ave Maria
September 16, 2017	TBD	Chowan University
September 23, 2017	TBD	Valdosta State University
October 7, 2017	TBD	Mississippi College
October 14, 2017	TBD	Delta State University
November 4, 2017	TBD	North Alabama

** NCAA playoff dates. UWF would have to qualify and host a home playoff game:

Saturday, November 18, 2017

Saturday, November 25, 2017

Saturday, December 2, 2017

Saturday, December 9, 2017

ATTACHMENT F

