



Invitation to Negotiate (ITN)
16ITN-10BP
Pay-For-Print Kiosk Solution for Student Printing

May 31, 2017

TO: Potential Participants

The University of West Florida (hereinafter referred to as University or *UWF*) is soliciting responses to an Invitation to Negotiate for a turnkey, pay-for-print kiosk solution for student printing at the University of West Florida located in Pensacola, Florida.

Carefully review this Invitation to Negotiate, it provides specific technical information to aid participating firms in formulating a thorough response. **Should you elect to participate, complete an original and the required copies of the requested information and return proposal binders and a sealed box/envelope directly to the Procurement and Contracts office before 2:00 p.m. CST, July 19, 2017.** For more information refer to "ITN Information and Instructions" below. **Late or incomplete responses will not be accepted.**

Respondents are fully responsible for obtaining the complete solicitation, including all attachments, addenda (if applicable), and other information by visiting the UWF Procurement and Contracts web site: <http://uwf.edu/offices/procurement/vendors-only/open-solicitations/>. After the posting of award, Respondents may view the ITN files by contacting the Procurement and Contracts representative.

The name of the vendor and other information may be disclosed at a public proposal closing. Because purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities, Respondents should be aware that portions (potentially all) of their proposal (including any final contracts) will become public record after its acceptance by the UWF Board of Trustees.

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UNIVERSITY OF WEST FLORIDA
OFFICE OF PROCUREMENT AND CONTRACTS

INVITATION TO NEGOTIATE # 16ITN-10BP
Pay-for-print kiosk solution for Student Printing
SUBMITTAL DUE DATE: July 19, 2017, 2:00 p.m. CST

Section 1

OVERVIEW

A. General Information and Summary

The University of West Florida is a public, fully accredited, co-education institution of the twelve-member State University System of Florida. UWF's main campus is located in Pensacola, Florida, with a branch located in Fort Walton Beach as well as a center at Eglin Air Force Base, and offices at Naval Air Station Pensacola, Whiting Field in Milton and Hurlburt Air Force Base in Mary Esther. The University currently enrolls more than 12,900 students. Additional information, which may be useful to the Respondent, can be obtained by visiting the University's website: <http://uwf.edu/>.

The University intends to contract with a firm, which specializes in a turnkey, **pay-for-print kiosk solution for student printing**.

B. Timetable

The anticipated schedule and deadlines for this ITN and contract approval are projected as follows:

| Activity | Time (Central Time) | Date |
|--|------------------------|----------------------|
| Issue ITN | | May 31, 2017 |
| Written request for explanation due date | 2:00 pm CT | June 9, 2017 |
| Estimated issuance of explanation due date | 2:00 pm CT | June 21, 2017 |
| Submittal Due Date | 2:00 pm CT | July 19, 2017 |
| Estimated Initial Evaluation Meeting | | July 27, 2017 |
| Presentations (if applicable) | | August 10, 2017 |
| Negotiations | | TBD |
| Estimated Notice of Intent to Award | | TBD |
| Estimated Contract Begins | | December 18, 2017 |
| | | |

C. Contact Person

The Procurement and Contracts Facilitator and sole contact for this ITN is:

Bob Pacenta, Assistant Director
Email: rpacenta@uwf.edu
Phone: 850-474-2627
Web address: <http://uwf.edu/procurement>

Respondents are advised that from the date of release of this ITN until award of the contract, **no contact with University personnel related to this ITN is permitted. All communications are to be directed to the Procurement and Contracts Facilitator listed above. Any such unauthorized contact will result in the disqualification of the Respondent's submittal.**

Respondents are fully responsible for obtaining the complete ITN, including all attachments, addenda (if applicable), and any other related information by visiting our web site:

<http://uwf.edu/offices/procurement/vendors-only/open-solicitations/>. It is recommended that you bookmark this web site and visit it frequently.

Explanation(s) desired by Respondent(s) regarding the meaning or interpretation of this ITN must be requested from the above contact person, by e-mail prior to the written request for explanation due date as stated in above Timetable. The explanation response will be issued in the form of an Addendum and posted to the Procurement and Contracts web site as identified above. All addenda shall be signed and submitted as part of your response. Failure to do so may disqualify your response.

Any changes or clarifications to requirements resulting from a pre-submittal conference or subsequent written questions shall be issued by official addendum. Respondents 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 ITN and any addenda issued, the last written addendum shall prevail.

D. Attachments

- Attachment A – ITN Certification Form
- Attachment B – ITN Information and General Conditions
- Attachment C – Sample Agreement
- Attachment D – Minimum Insurance Requirements
- Attachment E – Certification Regarding E-Verify System
- Attachment F – Current prices and commission rates, six year print volume history, and print volume for fiscal years 15/16 and 16/17, broken down by kiosk locations
- Attachment G - Campus map showing current kiosk locations

E. Response Submission

The University is subject to Section 119.07, 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 section 119.07 exists. Submitted material, which is marked as confidential, will be treated as confidential by the University to the extent it is considered a trade secret as defined under Florida law or it meets other criteria otherwise exempt from Section 119.07, 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 the “confidential information” tab noted below in Section IV, “ITN Information and Instructions.

Submittals including the signed ITN Certification Form must be received by the University of West Florida’s Office of Procurement and Contracts Office by the due date and time as stated in the above Timetable. All addenda, if applicable, shall be signed and submitted as part of your response. Late of incomplete responses will not be accepted.

See Section IV, “ITN Information and Instructions” and Attachment B, “ITN Information and General Conditions” for additional instructions.

Each response is to be submitted in a three-ring binder using index tabs with the appropriate tab identification as requested within this ITN. See Section IV, “ITN Information and Instructions” for more information.

Submit:

- One (1) original, clearly marked as original, which shall contain the original manual signature of the authorized person signing the proposal.
- Four (4) hard copies of the original
- One (1) electronic copy of the original

- Additionally, one (1) original Financial Proposal is to be submitted in a separate, sealed envelope, clearly marked as "Financial Proposal". **Do not include the Financial Proposal in the three-ring binders.**

Failure to include the original and all signed copies shall be grounds for rejection of your response without further evaluation.

The outer carton of the response shall include the ITN number, ITN name, and due date.

Each response is to be submitted in a spiral bound or three-ring notebook using index tabs with the appropriate tab identification as requested within this ITN.

Your response shall include the information and required submittals described in the Section IV, "ITN Information and Instructions", and be numbered with all information appearing in the Tab in which it was requested.

All information and required submittals requested shall be in hardcopy form and included in your written response. Responses shall not refer the University to electronic media such as website, cd's, disks, or tapes in order to obtain the required information or submittals.

Information submitted that is not requested by the University may be considered to be supplemental, and not subject to evaluation by the committee members.

Any information or required submittals, which due to size or binding cannot be incorporated following the proper tab, may be submitted separately. The location of the information should be provided following the numbered tab.

All required signed and completed copies of the response with the signed ITN Certification Form must be either mailed or delivered to:

UNIVERSITY OF WEST FLORIDA
Office of Procurement and Contracts
ATTN: Bob Pacentia
Bldg. 20W Room 159
11000 University Parkway
Pensacola, FL 32514

CAUTION: The executed ITN Certification Form (Attachment "A") must be signed and submitted as part of your response. Failure to do so will disqualify your response.

All addenda shall be signed and submitted with response. Failure to do so may disqualify your response.

Section II

SCOPE OF SERVICES

A. Background

The University desires to enter into an exclusive contract with an experienced, responsible, and qualified Vendor to furnish and manage a turnkey, pay-for-print kiosk solution for student printing. The specifications outlined in this document meet the minimum firm requirements for the proposed services and are provided to assist participants in understanding the objectives of UWF and in submitting a thorough response.

The University's intent for the continuation of the pay-for-print management solution is to provide fair and equitable access to print services in the most cost-effective and student-centered manner.

The University currently has 24 print kiosks located on the Pensacola Campus and one located on the Ft. Walton Beach Campus. We have two kiosks that meet ADA requirements and one kiosk with a high capacity printer that prints only in black and white. **Attachment F** includes the following information: current prices and commission rates, six year print volume history, and print volume for fiscal years 15/16 and 16/17, broken down by kiosk locations. **Attachment G** includes a campus map with kiosk locations identified.

B. Service and Equipment Requirements

Services provided under this agreement shall be at no cost to the University and the University does not guarantee a minimum number of prints.

This contract shall be awarded on an all or nothing basis.

The Vendor will be responsible for the delivery, installation and implementation of system proposed (software and hardware), on-going maintenance and support, and overall management of system.

Vendor will provide daily on-site support, troubleshooting and repairs, and replenishing of consumables (Monday - Friday, 7:00 am to 9:00 pm, excluding University holidays). Holidays listed on Academic Calendar: <http://uwf.edu/media/university-of-west-florida/offices/registrar/documents-pdf/pdf/2017-2018-Academic-Calendar-for-Web.pdf>.

Vendor shall guarantee a response time of four (4) hours or less for servicing equipment, including replenishing consumables. Vendor shall provide replacement equipment within three (3) business days if it is determined that current equipment cannot be repaired in a timely manner. Vendor shall be required to provide periodic reporting data, when requested by the University, to certify that minimum requirements outlined in this document are being met.

Print stations are to include a complete freestanding turnkey kiosk, with printer, magnetic stripe card reader, and touch screen monitor. UWF also requires a minimum of two (2) ADA accessible kiosks.

The magnetic stripe card reader must have the capability to accept debit/credit cards and must be compatible with UWF's Nautilus Card ID System, which utilizes the TouchNet - Heartland Campus Solutions OneCard system. The successful Vendor must also have the ability to provide pre-loaded print cards and online accounts where funds may be deposited by users to pay for prints.

The University desires to have a Vendor supplied card dispenser solution, which can sell pre-loaded print cards to the public for printing. The University shall buy pre-loaded print cards from the Vendor and sell them for the value on the cards.

Vendor shall provide and maintain a support system with the ability to track supply needs, equipment issues, and have the ability to alert designated Vendor personnel, as well as University's designee.

Vendor shall provide and maintain a User Support Website and/or App, which includes instructions for using the system, FAQs, instructions for reporting problems, process/procedures for refund requests, and map/list of kiosk locations.

The Vendor shall communicate all changes and their impact to the user to the designated University personnel.

Vendor shall perform preventative maintenance on equipment as recommended by equipment manufacturer or as requested by the University.

University shall assist with trouble shooting when problem appears to be related to network connectivity.

On-site storage locations for printer supplies and paper shall be provided by the University. The University will not accept any responsibility for Vendor owned materials stored on the University premises.

C. Customer printing options

- Print any 8 1/2 x 11 document
- Print PDF files
- Print JPEG files
- Print from Microsoft Suite
- Print from USB drive
- Print from personal computer
- Print wirelessly
- Print from smart phones
- Print in black and white and color
- Print duplex
- Print using Windows or Mac platforms

Ways to print

- Print App
- Web upload
- Email to print
- Mobile App
- USB Drive

D. Integrated Financial Services

The Vendor (or their service provider) is required to adhere to the Payment Card Industry Data Security Standards (PCI DSS). Vendor (or service provider) shall be responsible for the security of cardholder data that the Vendor (or service provider) possesses or otherwise stores, possesses, or transmits on behalf of UWF, or to the extent that it could impact the security of UWF's cardholder data environment. The Vendor (or service provider) shall provide to UWF, upon request, a copy of their PCI DSS Compliance Certification, if applicable.

Debit/credit card traffic shall be independent of UWF's network.

Vendor's solution must be interfaced with University Nautilus Card ID system. (TouchNet - Heartland Campus Solutions OneCard system).

E. Monthly Reporting

The University requires that the Vendor provide print analysis/print statistics to designated University personnel which may include detailed information by kiosk, such as; total pages/sheets printed, total jobs printed, broken down by black and white and color (single and duplex) and provide data on how print jobs were submitted (web-upload, file-to-file print, USB drive, etc.). Reports shall also include payment methods used (debit/credit card, Vendor pre-loaded print card or account, and Nautilus Card).

F. Technical Requirements

Any software and/or hardware installed by the Vendor must successfully integrate with the University's Active Directory for authentication purposes (for students and employees).

Vendor must provide support for swipe card solution as an additional authentication method (for student and employee Nautilus Cards).

Users must have ability to delete or release print jobs from any print station across network.

Vendor's equipment must be compatible with all platforms, such as Windows, Mac, Linux, and mobile.

Vendor's software must allow for color output options.

Vendor's software must provide ability to restrict and control printing at end-user level.

Vendor must support cloud and mobile printing (initiate print from computer or mobile device and retrieve print job from any kiosk) as part of print management (e.g. Web Print, iOS printing, Google Cloud Print and Email to Print).

All authentication interfaces must access Microsoft Active Directory through an application-programming interface (API) or lightweight directory access protocol (LDAP). Other options also available may include web service method via CAS or Shibboleth.

All devices connected to the University network shall be capable of capturing the Active Directory user ID for all print jobs.

All devices should support secure print (requires users to authenticate and release at device) and non-secure print (no device authentication required).

Vendor equipment must be able to integrate with standard IP management protocols.

Wireless connectivity is a preferred option.

G. Compensation

The University seeks a financial return in the form of Commissions for prints made. The University shall be compensated, based on the total number of black and white and color prints that are made under this pay-to-print solution.

The Vendor shall provide a monthly/quarterly report along with the Commission payment, which is due to the University. The report should include (at minimum) a breakdown of the total number of black and white and color prints (single and duplex) at each kiosk location and the total commission due to the University. Commissions should be figured on Net Sales (Net Sales = Gross Sales less applicable taxes and free prints) and include all payment methods (debit/credit card, Vendor pre-loaded print card or account, and Nautilus Card).

The University shall remit payment to Vendor monthly for any monies collected through the Nautilus Card system for prints made.

H. Taxes

All applicable taxes and permits, Federal, state and local, shall be the responsibility of the Vendor. Vendor shall furnish to the University a copy of their Direct Payment Certificate.

I. Print Prices

Vendor and University shall agree upon print prices in advance. Vendor may request price increases periodically, but must provide a 90-day written notice of intent to increase with justification for request. University reserves the right of final approval for any such request.

J. Print Kiosk locations

The University and Vendor shall work together to determine number of kiosks needed at Pensacola Campus, and best placement of each. University requires one kiosk at the Ft. Walton Beach Campus.

K. Other

The University wishes to provide print cards to all students attending orientation each year. These cards help to promote Student Printing options and should come pre-loaded for use. The average number of students attending orientations during an academic year are between 1,200 and 1,500.

Section III

SPECIAL TERMS AND CONDITIONS

A. Term of Contract

The proposal is to cover an initial period of three (3) years with an option to renew services for three (3) additional one (1) year periods. UWF and the Vendor will agree upon renewals in writing.

B. Insurance

Each Respondent shall include written evidence of insurance coverage in the amounts specified in Attachment D, "Minimum Insurance Requirements" with the proposal.

Upon notification of intent of award to the successful Respondent, an original ACORD certificate of insurance for the coverage described above must be received by UWF's 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.

C. 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. Failure of Contractor to comply with the provisions set forth herein shall constitute a default and breach of this Agreement and UWF shall enforce the default in accordance with the provisions set forth herein.

D. Background Checks

A Level I background check is required to be performed by the successful Respondent for each employee engaged in providing the services or activities described in this ITN. The successful Respondent must represent that each employee it assigns to provide the services or activities described in this ITN has successfully passed a Level I background check.

The successful Respondent shall also include in any related subcontracts a requirement that subcontractors providing work or services for the University on its behalf perform a Level I background check for each employee engaged in providing such work or services. Any and all subcontractors must represent that each employee it assigns to provide the work or services described in this ITN has successfully passed a Level I background check.

F. Tobacco-Free Campus Policy

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 Contractor must fully comply with this tobacco free policy.

Section IV

ITN INFORMATION AND INSTRUCTIONS

A. ITN Information

- Proposals must be made in the official name of the firm or individual under which business is conducted and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal. The submittal of a proposal by a

Respondent will be considered by UWF as constituting an offer by the Respondent to provide the services for UWF at the rates provided therein.

- Respondents shall be of known reputation and shall have sufficient experienced and qualified personnel to adequately perform the prescribed service.
- By submitting a proposal, the Respondent agrees to be governed by the terms and conditions as set forth in this document to include all attachments. Any proposal containing variations from terms and conditions set forth herein may, at the sole discretion of the University, render such proposal unresponsive.
- All provisions of this ITN and the successful Respondent's proposal, as mutually agreed upon by subsequent negotiation, provide the specifications for, and obligations of both parties to be executed by any duly authorized representative(s). The following shall constitute the contract agreement.
 - UWF ITN document, including all attachments
 - All addenda issued pursuant thereto
 - Respondent's proposal
 - UWF Contract to include all clarifications & negotiated modifications to Respondent's proposal

B. Submittal Instructions

Respondents shall format their responses utilizing the following Tab, Topics, Lettering, and Numbering system with requested information contained in each. Failure to comply may result in a negative review of your response and may place your response in jeopardy. Each copy is to be submitted in a three-ring binder using index tabs with the appropriate tab identification.

Tab A Essential Documents

- Signed ITN Certification Form (see Attachment A)
- Signed Certification Regarding E-Verify System (see Attachment E)
- Signed addenda (if applicable)

Tab B Executive Overview

- Disclose general information about your company including information regarding amount and type of experience of the company.
- Provide a description of the standard services offered by the company and its ability to provide a turnkey pay-for-print kiosk solution.
- Provide a listing of professional organizations of which the firm is a member.
- Include copies of the two most recent financial and annual reports of the company.
- Disclose if the company has ever declared bankruptcy. If yes, attach a statement indicating the bankruptcy date, court jurisdiction, trustees' name, telephone number, amount of liabilities, amount of assets, and current status of the bankruptcy.
- Attach detailed information regarding any litigation or claims of more than \$5,000.

Tab C Service Description

- Provide a description of the approach the Respondent will take in providing on-site service and support outlined in this solicitation.
- Describe staffing plan for providing the turnkey pay-for-print solution proposed.
- Describe how Respondent will monitor service issues and procedures in place to dispatch appropriate personnel to repair outages.
- Provide information on how Respondent will provide data identified in Section II E - Monthly Reporting.
- Provide expected system/equipment uptime percentage.
- Describe plans for system failures (Disaster Recovery).

- Provide list of "deliverables" to accomplish proposed outcome.
- Provide projected timeline to coincide with deliverables.

Tab D Marketing and Other Considerations

Provide description of other considerations Respondent will provide in support of the University's mission.

Provide description regarding proposed Marketing plan. Indicate marketing materials to be used, including pre-printed materials.

Describe other features system can provide, such as Screen Saver Marketing or RSS Feed capabilities.

Provide details on number of pre-loaded print cards Respondent plans to supply University (to be used at Orientation) and the value to be added to each card.

Tab E References

Provide at least three references to whom Respondent has provided the same or similar service within the last 3-5 years. Each reference should include the Company Name, Contact Name, Current Phone Number, and E-mail address.

Tab F Equipment and Supplies

Provide the following information regarding the equipment offered:

- Printer manufacturer
- Printer capacity and if black and white and/or color
- Size of monitor
- Dimensions of kiosk (include photo of each type, full size and ADA)
- Infrastructure requirement (power, connectivity, etc.)
- Card reader (must have ability to read track two on magnetic stripe)

Provide number of kiosks and locations proposed.

Provide description of how consumables (paper, toner, fusers, drums, etc.) used will be monitored and replenished.

Describe debit/credit card solution and provide details on integration with TouchNet - Heartland Campus Solution OneCard system.

Provide details on Vendor solution to sell pre-loaded print cards for public use.

Tab G Contract

- See Attachments C-1, C-2 and C-3 for the University's standard contract to be executed with the successful Respondent. If applicable, list any objections to specific contract terms and provide requested replacement contract language. The University reserves the right to accept or reject any suggested replacement contract language. Although subject to minor revisions to include all clarifications and negotiated modifications, the successful Respondent will be required to execute the University's agreement.
- The sample Agreement, Exhibits and General Terms and Conditions (see Attachments C-1, C-2 and C-3) are provided as samples only and will be modified prior to execution to match the scope of services as stated in the ITN. Where there appears to be a conflict between the sample contract documents and the ITN, the ITN shall prevail.

Tab H Confidential Information

Any information provided in your submission that meets the criteria of a trade secret as defined under Florida law or meets other criteria otherwise exempt from Chapter 119, Florida Statutes, or other applicable law must be placed in Tab H, Confidential Information.

Tab J Supplements

Any information provided in your submission that was not directly requested by the University will be considered supplemental and must be placed in Tab J, Supplements. Supplemental information may not be subject to evaluation by the Evaluation Committee.

Financial Proposal

Respondents are to submit the following information in one (1) separate, sealed envelope identified as "Financial Proposal" with the firm's name and ITN # 16ITN-10BP clearly marked. Do not include the Financial Proposal in the 3-ring binders.

Indicate initial prices to be charged for the following:

- Black and White (single)
- Black and White (duplex)
- Color (single)
- Color (duplex)

Indicate commission rate to be paid to University for each print type (black and white, color, single, and duplex).

Indicate any other financial considerations to be provided to University.

Section V

EVALUATION, NEGOTIATION, AND CONTRACT AWARD

A. Evaluation Process and Criteria

Each response will be reviewed by the Office of Procurement and Contracts to determine whether it is responsive to the submission requirements outlined in the ITN. A responsive submittal is one which has followed the requirements of the ITN, includes all documentation (including, but not limited to, the signed ITN Certification Form and all other essential documents in Tab A), is submitted in the format outlined in the ITN, was submitted prior to the due date and time, and has the appropriate signatures as required on each document. Failure to comply with these requirements may put your response at risk of being rejected as "non-responsive".

Submittals fulfilling the basic requirements shall be referred to an Evaluation Committee for review and further consideration. The responses to this ITN will be independently evaluated by an Evaluation Team on the basis of the written submittals and additional written information as requested. If they are determined to be necessary, the Evaluation Team will conduct additional oral interviews or presentations. The evaluation will utilize the following broad criteria:

B. Evaluation Criteria

1. Experience of firm and standard services offered
2. Specific service capabilities
3. Equipment proposed
4. Approach to this engagement
5. Other considerations

6. Financial proposal

The Evaluation Team will carefully review the responses and each member shall independently review all responses relative to the above listed criteria. The Team shall meet to collectively discuss their analyses of the responses and to then formulate a recommendation. Using the process above, the Evaluation Team may recommend that one or more firms be invited to participate in negotiations with the Negotiation Team.

All Respondents are hereby advised that the University may determine that oral interviews, additional written information and/or any other information may be requested at any time during the evaluation process. Internal staff analysis and presentations, outside consultants and any other resources may be utilized to assist in the selection of the Best Value Respondent(s).

UWF may, at its sole and absolute discretion, reject any and all, or parts of any and all responses; re-advertise this ITN; postpone or cancel the ITN process; or waive any irregularities in the responses received as a result of this ITN. All expenses involved with the preparation and submission of a response to UWF, or any work performed in connection therewith, shall be borne by the Respondent. No payment will be made for any responses received, or for any other effort required of or made by Respondent prior to commencement of work as defined by a contract approved and executed by UWF.

C. Negotiations and Contract Award

The Negotiation Team will evaluate each financial proposal within the context of each Respondent's complete response. The Negotiation Team may enter into negotiations with one (1) or multiple Respondents in order to achieve the most effective contract for the University. The University reserves the right to negotiate concurrently or separately with competing Respondents. The award recommendation will be made on a Best Value basis to the firm deemed to have the most advantageous "Best and Final Offer" presented.

The University will not be required to select the lowest cost Respondent. UWF may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Respondent's best terms from a cost, price and technical standpoint. The University reserves the right to award without negotiation if deemed in the best interest of the University.

Negotiations offer an opportunity for the selected Respondents to discuss their offers with the UWF negotiators and ultimately present a "Best and Final offer" and details that support their business model. The goal of this negotiation process is to identify the optimal outcome or the solution that best meets the needs of UWF.

Representatives of the Respondent(s) selected to participate in negotiation(s) shall be first **required to submit written authorization from the company CEO or CFO attesting to the fact that the company's lead negotiator is authorized to bind the company to the terms and conditions agreed to during negotiations and as contained in the offeror's best and final offer.** Such authorization will be requested prior to meeting with the Negotiation Team, and the provision of such authorization will be a prerequisite to continuation in the ITN process. Company negotiators shall enter the negotiations prepared to speak on behalf of the company. The University reserves the right to immediately terminate negotiations with any company whose representatives are not empowered to, or who will not, make decisions during the negotiation session. Companies are reminded that the University may elect not to solicit a best and final offer from any company whose representative(s) have been unable or unwilling to commit to decisions reached during the verbal negotiation process.

If the University determines that a company awarded a contract based on this ITN does not honor all agreements reached during the negotiations, and as contained in the subsequent "Best and Final Offer", the University reserves the right to immediately cancel the award, and to place the company on the University's suspended Vendor list.

Time is of the essence and therefore the University retains the right to cease negotiations with any/all firms that do not respond to negotiation issues on a timely basis. UWF may reject offers that are determined to not be

reasonably supportable. UWF reserves the right to select, and subsequently recommend for award, the proposed equipment/service, which best meets its required needs, quality levels, and budget constraints.