



**Invitation to Negotiate (ITN)
17ITN-08AJ, Banking Services**

May 29, 2018

TO: Potential Participants

The University of West Florida (hereinafter referred to as University or *UWF*) is soliciting responses to an Invitation to Negotiate for banking services for UWF located in Pensacola, Florida. It is the intent of the University to contract with a qualified Bank for the purpose of providing centralized banking services as the primary depository of the University. **Please note that this ITN does not contemplate services associated with a Procurement Card program.**

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, June 26, 2018.** 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: <https://uwf.edu/offices/procurement/vendors-only/open-solicitations-and-public-notices/>. 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.

Angie Jones
Director, Procurement & Contracts
Phone: 850-474-2846
E-mail: ajones1@uwf.edu

**UNIVERSITY OF WEST FLORIDA
OFFICE OF PROCUREMENT AND CONTRACTS**

INVITATION TO NEGOTIATE # 17ITN-08AJ
Banking Services

SUBMITTAL DUE DATE: June 26, 2018 2:00 p.m. CST

Section I

OVERVIEW

A. General Information and Summary

At the University of West Florida, we believe in the power of higher education to drive change: on campus, in our region, across the state and around the world. We are equipping today's students with the knowledge and skills needed to become tomorrow's leaders, blazing new paths, shaping their environment and creating an even brighter future. Based in Pensacola, Florida with additional locations in the region, UWF is home to five academic colleges, offering a variety of bachelor's and master's degree programs, as well as specialist degrees and a doctorate in education. With a student population of nearly 13,000 and an average class size of less than 40, UWF is committed to providing a close-knit academic experience and is consistently named a top "military friendly" University. UWF is a public, fully accredited, co-education institution of the twelve-member State University System of Florida. Additional information, which may be useful to the Respondent, may be obtained by visiting the University's website: <http://uwf.edu/>.

The intent of this ITN is to award a contract to a responsible Vendor whose proposal, conforming to this ITN is most advantageous to the University, price and other factors considered. However, the University reserves the right to separately procure individual requirements that are the subject of the awarded contract during the contract term, when deemed to be in the University's best interest.

Timetable

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

Activity	Time (Central Time)	Date
Issue ITN		May 29, 2018
Written request for explanation due date	3:00 pm CT	June 6, 2018
Estimated issuance of explanation due date	3:00 pm CT	June 12, 2018
Submittal Due Date	2:00 pm CT	June 26, 2018
Negotiations Begin on or about		TBD
Best and Final Offers on or about		TBD
Notice of Intent to Award		TBD
Estimated Contract Begins		November 1, 2018

B. Contact Person

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

Angie Jones, Director
Email: ajones1@uwf.edu
Phone: 850-474-2846

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. Respondents to this ITN or persons acting on their behalf shall not contact any employee or officer of UWF, Board of Trustees, or a University Direct Support Organization concerning any aspect of this ITN, except in writing to the Sole Point of Contact from the date of release of this ITN through the end of the 72-hour period following UWF's posting of the notice of intended award, in accordance with Board of Governors (BOG) Regulation 18.002. Violation of this provision may be grounds for rejecting a proposal response.**

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: <https://uwf.edu/offices/procurement/vendors-only/open-solicitations-and-public-notices/>. 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.

C. 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

D. 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 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) identical digital electronic copy on USB flash drive or CD of the original

Failure to include the original and all signed copies may 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 as well as Respondent name and address.

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: Angie Jones
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.

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Section II

SCOPE OF SERVICES

State Licensing Requirements

All Respondents seeking to do business with University of West Florida shall, at the time of submitting a proposal in response to this Invitation to Negotiate, be insured by the Federal Deposit Insurance Corporation (FDIC), also either be on file or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application must be furnished to UWF when submitting the proposal. The successful Respondent, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this ITN, if any. Similarly partnerships seeking to do business with the UWF shall, at the time of submitting such a proposal, have complied with the applicable provisions of Chapter 620, Florida Statutes. A statement shall be required indicating that the Respondent is a corporation or other legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes, providing their corporate charter numbers. For additional information, the Respondent shall contact the Florida Secretary of State's Office at (904) 488-9000.

Duty to Remain a Qualified State of Florida Public Depository

The Respondent represents and warrants that on the date the Respondent's proposal is submitted and at all times during the term of this Agreement the Respondent shall remain a Qualified Public Depository. The successful Respondent, if any, shall demonstrate proven success as a financial institution and be designated as a "Qualified Public Depository" by the State of Florida Treasurer, in accordance with Chapter 280, Florida Statutes and shall have branch locations that accept commercial deposits convenient to all UWF locations and shall otherwise comply with all applicable federal and state laws, including ensuring that it is a qualified depository pursuant to 1011.42, Florida Statutes.

Federal Debarment

By signing this ITN, the Respondent certifies, to the best of its knowledge or belief, that the Respondent and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; or have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them in connection with a public contract or subcontract; or are not criminally or civilly charged by a governmental entity with commission of offenses; or has not within a three year period preceding this offer had a contract terminated for default by any Federal agency. (Federal Acquisition Regulation 52.209-5)

Financial Qualifications

Proposals will be accepted only from Respondents which have been designated as a "Qualified Public Depository" by the State Treasurer. It will be necessary to protect the deposits received under this agreement in accordance with the provisions of Chapter 280, Florida Statutes. **FAILURE TO DEMONSTRATE COMPLIANCE WITH THE PROVISIONS OF CHAPTER 280, FLORIDA STATUTES, WILL RESULT IN YOUR PROPOSAL BEING DEEMED NONRESPONSIVE.** Please note that the technical and operating requirements of the concentration/clearing accounts are complex and demanding. No financial institution should submit a proposal unless all requirements of the account can be met.

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Section III

SPECIAL TERMS AND CONDITIONS

A. Term of Contract

The proposal is to cover an initial period of five (5) years with an option to renew services for five (5) 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.

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D. Background Checks

A Level II 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 II 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 II 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 II background check.

E. 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 and/or Exhibits
- All addenda issued pursuant thereto
- Respondent's proposal
- Best and Final Offer (BAFO)
- UWF Contract to include all clarifications & negotiated modifications to Respondent's proposal

B. Submittal Instructions

Respondents shall format their responses exactly as outlined utilizing the following Tab, Topics, Lettering, and Numbering system with requested information contained in each. Each copy is to be submitted in a three-ring binder using index tabs with the appropriate tab

identification. Respondents may not combine or reorganize the headings and/or requests for information, or indicate that the information will be included in another section. Proposal responses shall not refer UWF to any location outside the requested sections noted within the required format below (i.e. External website).

NOTE: Failure to comply may result in a negative review of your response and may place your response in jeopardy.

Tab A Essential Documents

- Signed ITN Certification Form (see Attachment A)
- Signed Certification Regarding E-Verify System (see Attachment E)
- Signed addenda (if applicable)
- Copy of Registration/Application confirming insurance by the Federal Deposit Insurance Corporation (FDIC). (See Section II State Licensing Requirements)

Tab B Vendor Profile and Experience

- Provide a one (1) or two (2) page executive summary of your proposal, including brief descriptions of your company's expertise and experience dealing with a contract the size and scope of this ITN operation along with how you plan to address the University's priorities and the priorities and vision as outlined in the ITN.
- Provide a brief company history and overview including location(s) of office(s) responsible for providing the required services. Identify any joint venture or affiliated relationship, if relevant to this ITN.
- Provide contact name(s) and titles of the individual(s) responsible for the company's proposal and negotiation during this ITN process, including addresses, phone, fax and email.
- Provide the resumes of the management team and transition team that will handle this account and explain their qualifications as it corresponds to this project. Any experience outside your firm should be identified in the respective individual's resume.
- Provide financial statements of the company for the past three (3) years. If the company is a division of a larger corporation, the statements should be submitted for the corporation as a whole AND for that division of the corporation.
- Explain in detail a viable plan in meeting the UWF's needs and goals for this project.
- The University expects a primary point of contact to be established with the awarded Respondent. This contact must be available to the University by phone or e-mail on a regular basis and responsive to UWF's requests. If awarded this ITN, please elaborate on your company plans to coordinate this effort with UWF?
- List relevant company experience with this type of service project. Describe the financial institution's background and experience in providing this type of service.
- Specifically list and highlight your experience with university or public service projects. Indicate clients, size of relationship, role and include a brief description. Experience with educational institutions similar to the University of West Florida is preferred.

- Provide three references from similar service projects within the past five (5) years. Include contact name, title, address, email address and phone number.

Tab C Service Plan

- Based on the disclosures contained in this document for the University and its service volumes and all other requirements and account structures, provide a complete service plan proposal to meet the needs of the University. (See Exhibits A and B)
- For the service plan above, provide a complete and detailed cost proposal, describe proposed compensation or financial benefits, if applicable, and describe all other components of the service plan proposal.
- For the service plan above, provide assumptions for costs and benefits and a discussion of the rationale for costs / benefits.
- For the service plan above, discuss the merits of the unique features of the proposal, including software and system processing platforms, security controls, account and cash flow controls, University cost management features, and automated and real time account and relationship management information.
- For the service plan above, furnish operational and management reports with detail and summary information. Sample reports should be provided with the proposal with a description of possible formats and media for the reports. The University requires the ability to generate ad hoc reports and to have the ability to screen-print web-based functionality on a typical desktop computer.
- In your service plan please describe your compatibility with Ellucian Banner ERP and other UWF programs or systems. Please describe any other programs or systems you may be familiar with or may propose for this ITN.
- Upon request of the University, your company may be required to provide a demonstration of your service plan program. The demonstration shall include a detailed explanation of your company's program features, processes, procedures and capabilities.
- Additional contents of the service plan proposal shall include:
 - Transition plan
 - Bank's disaster recovery plan and backup location (s)
 - Full service commercial bank with multiple branch locations within the Pensacola area
 - Customer service support structure
 - Security controls
 - Fraud protection
 - Dispute procedure and associated financial responsibilities
 - Program benefits
 - Ability to block/prohibit transactions
 - Establish transactions limits (single, daily, cycle, monthly)

- Electronic delivery of data and formats
- On-Line transaction review and approval
- On-Line entry of accounting data
- Web based Reporting and analysis capabilities
- Ellucian Banner compatibility
- Provide or support and coordinate armored car service.
- Proposal to include lockbox services
- Provide procedures for foreign currency conversion
- Support remote depository image transfers
- Positive Pay Services
- Wire Transfer Services
- Depository Account
- Mechanisms for maximizing interest earnings on operational funds without the use of devices such as Controlled Disbursement and Zero Balance Accounts, which significantly complicate the reconciliation process.
- Financial Information
- Ability to provide depository services for remote campus locations, including Ft. Walton Beach, Tallahassee, and Gainesville, Florida.

Tab D ACH Services

- Provide details of ACH processing
- Bank support for researching and tracking ACH payments
- Direct line to Bank representative for ACH payments
- Electronic ACH payment statements (monthly)

Tab E Card Services

- Please explain in detail your gift cards, commercial pre-paid cards and cash cards program. Also, please explain any electronic payables capacity associated with your card program. **Please note that this ITN does not contemplate services associated with a Procurement Card program.**

Tab F Value-Added Services

- The section may include any value-added services and/or unique services offered by your company that you would like to propose to UWF and/or any ideas “outside the box” that you feel UWF would be interested in as they pertain to this ITN. This may also include any compensation or financial benefits to the University.

Tab G Contract

- See Attachment C 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 Attachment C 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 I 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 I, Supplements. Supplemental information may not be subject to evaluation by the Evaluation Committee.

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 based on 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 and Qualifications
2. Overall Responsiveness of Proposal to Satisfy Specifications as described in Tabs A-E
3. Overall Pricing

4. Value-Added Functions, Features and Services: UWF will consider proposals for value-added features that may improve the performance, efficiency, and functionality of the overall project. (See Tab F)

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 based on 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.