

**Invitation to Negotiate (ITN)
18ITN-08AJ High Speed Internet and Cable Services**

February 20, 2019

TO: Potential Participants

The University of West Florida ("University" or "UWF") is soliciting responses to an Invitation to Negotiate for high speed internet and cable television services.

Carefully review this Invitation to Negotiate as 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 pm CST, April 10, 2019.** 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(s), 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
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Fax: 850-474-2090
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**UNIVERSITY OF WEST FLORIDA
OFFICE OF PROCUREMENT AND CONTRACTS**

INVITATION TO NEGOTIATE # 18ITN-08AJ
SUBMITTAL DUE DATE: April 10, 2019, 2:00 p.m. CST

Section 1

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.

B. Timetable

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

Activity	Time (Central Time)	Date
Issue ITN		February 20, 2019
Mandatory Pre-Submittal Meeting/Site visit	2:00 pm CT	March 4, 2019
Written request for explanation due date	4:00 pm CT	March 8, 2019
Estimated issuance of explanation due date	4:00 pm CT	March 13, 2019
Submittal Due Date	2:00 pm CT	April 10, 2019
Team Evaluation for Shortlist	9:00 am CT	April 19, 2019
Oral Presentations/Demos, if necessary	TBD	April 30, 2019
Best and Final Offer		TBD
Estimated Notice of Intent to Award posted	TBD	TBD
Project & Installation Contract Award on or about		June/July 2019
Service Contract Begins on or about		August 2019

A Mandatory Pre-Submittal meeting will be held on Monday, March 4, 2019 at 2:00 am Local Time, in Building 92 Conference Room 110 on the Main Campus of The University of West Florida, Pensacola Florida. Submittals will be rejected from any firm not directly represented at the mandatory meeting by an employee or agent of the firm. Vendors are cautioned that any information released to attendees during the meeting, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this ITN, must be confirmed by written addendum before it can be considered to be a part of this proposal.

C. Contact Person

The Procurement and Contracts Facilitator and sole point of contact (“POC”) 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 due date as stated in the above section “B” Timetable. The subject line of the email shall include the ITN number, ITN name, and due date. 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

- 1.Attachment A – ITN Certification Form
- 2.Attachment B – ITN Information and General Conditions
- 3.Attachment C – Agreement Terms and Conditions
- 4.Attachment D – Minimum Insurance Requirements
- 5.Attachment E – Certification Regarding E-Verify System
- 6.Attachment F – Cost Proposal
- 7.Exhibit A - Resident Net Equipment List
- 8.Exhibit B - UWF Bed counts

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 (Attachment A) 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:

1. One (1) original, clearly marked as original, which shall contain the original manual signature of the authorized person signing the proposal; and
2. Four (4) hard copies of the original; and
3. One (1) identical digital electronic copy on USB flash drive, DVD or CD of the original, The files shall NOT be password protected, shall be in .DOC, .PDF or .XLS format, and shall be capable of being copied to other media. Appropriate tab identification of the various sections of the response shall be maintained.

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 and title, company name, and due date/time.

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. Questions and requests for information may not be rearranged, regrouped or divided in any way.

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.

IMPORTANT NOTE: All proposals shall be physically delivered to the office address listed above on or before the proposal deadline in order to be considered timely, regardless of the method of delivery. **This is an absolute requirement.** All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the Vendor. It is the sole responsibility of the Vendor to have the proposal physically in this Office by the specified time and date of opening. The time of delivery will be marked on each proposal when received, and any proposal received after the proposal submission deadline will be rejected. Sealed proposals, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity as described herein.

Note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the University's Mail Service Center. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the University's Procurement and Contracts Office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal. **Attempts to submit a proposal via facsimile (FAX) machine, telephone or electronic means, including but not limited to email, in response to this RFP shall NOT be accepted.**

Section II

SCOPE OF SERVICES

A. Background

1. The University, desires to enter into a long term with the successful Vendor. Vendor to provide bundled services including: wired and/or wireless internet and Cable TV entertainment (and/or IPTV) packages for the residential facilities and affiliated common areas on the main campus of the University of West Florida. 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. Project and installation estimated to begin during the summer of 2019. Vendor is expected to have all

services fully operational and the service contract to be effective July 1, 2019. Work may begin as early as mid-June as coordinated in advance with the Housing & Residence Life Staff.

B. General Specifications and Requirements

Services shall include:

1. Provide wired internet connectivity to each resident in their bedroom, to each living room in every suite and apartment, including buildings that will be built and/or renovated, and connections in office areas, classrooms, lobbies, lounges and laundry rooms as designated, with sufficient capacity and speeds allowing for leisure, research, and gaming uses is expected.
2. Provide Wi-Fi wall-to-wall pervasive wireless coverage in all residence halls with sufficient capacity and speeds allowing for leisure, research, Wi-Fi calling, and gaming uses is expected.
3. Basic Cable TV (and/or IPTV): One (1) connection in each residence bedroom, One (1) connection in each suite/apartment living room and One (1) connection in most common area lounges.
4. Install, setup, maintain and manage Wi-Fi (wireless) coverage in each building, wall-to-wall pervasive wireless coverage in all residence halls. Internet speeds should be 1 Gbps up and 1 Gbps down per wireless access point and increase as technology evolves and becomes available.
5. Install, setup, maintain and manage wired internet services in all designated areas. Internet speeds should be 1 Gbps up and 1 Gbps down per wired jack and increase as technology evolves and becomes available.
6. Provide fully authenticated, seamless network of wired and/or wireless coverage.
7. Provide any and all labor, materials and equipment required to provide each service. Vendor to replace all existing equipment and pricing should reflect replacement of all existing equipment.
8. Vendors are to use existing wiring infrastructure. If the design dictates something different than what is currently installed, this must be specified in the proposal. No raceways to be installed unless prior approval is granted.
9. Provide 100% wireless connectivity in all areas of each existing building, as buildings are built and/or renovated, as well as added to buildings not on the current renovation schedule.
10. At a minimum, systems should support N forward.
11. User login and authentication should be seamlessly maintained between wired and wireless connections. Students should be able to move freely between wired and wireless connections while their service levels and security settings follow them.
12. There shall be a single provider of 24/7 monitoring of the network to ensure network health, perform preventative maintenance as required to ensure network reliability, and provide guaranteed SLA per device throughout the contract term, including refreshes.
13. Any system proposed needs to support IPv6.
14. ***Install, setup, maintain and manage basic cable services in all designated locations.***

15. Provide TV entertainment to each resident in their bedroom, to each living room in every suite and apartment as buildings are built and/or renovated, along with buildings not on the current renovation schedule, and in common lounge areas. Other designated locations may include the University Commons and the Recreation Center.
16. The system provided needs to have the ability to scroll any emergency announcements the University deems necessary on all broadcast channels from a central location.
17. The University requires provider to provide premium channels plus HBO Go and Max Go, and the University prefers to offer these options and/or any other entertainment/sports packages available.
18. Provide customer and technical support including emergency response assistance.
19. Service provider must provide 24 x 7 x 365 phone and technical support and respond within one (1) hour of initial contact and work to resolve issues via phone call or coordinate a mutually acceptable time to arrive onsite to resolve issues. Support must be available during school year terms and summer months to accommodate students and guests.
20. Service provider should be prepared to accommodate increased call volume and support needs during move-in periods. Additional on-site support may be required during these periods.
21. Vendor should be able to provide reports of issues, including response times, resolution times, bandwidth and device usage as requested as requested.
22. Provide maintenance, service/equipment upgrades and service reports as necessary to keep the services available within our facilities and affiliated areas in line and competitive with the latest trends, increased speeds, etc. that are available to the off-campus community.
23. Supply a written summary on a semi-annual basis (twice per year) for the duration of the contract to the Housing and Residence Life Department to discuss the timing and maintenance and upgrades.

C. Project Organization

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this ITN, and identify the responsibilities to be assigned to each person Vendor proposes to staff the work as well as answers to all project-related questions provided in Section E.

D. Technical Approach

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this ITN as well as answers to all technical questions provided in Section F. Vendor's technical proposal write-up shall include details about their models for support, monitoring, scalability, flexibility, adaptability, and speed.

E. Acceptance Of Work

In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, the University shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the University shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation or testing, as applicable of the work or deliverable. Final

acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any requirements, acceptance criteria or otherwise fail to conform to the contract, the University may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in Florida.

F. Warranties

Vendor warrants to the University that all items furnished will be new (unless otherwise specifically requested in this ITN), of good material and workmanship, and Vendor agrees to replace any items which fail to comply with the specifications by reason of defective material or workmanship under normal use, free of University's negligence or accident for a minimum of 90 days from date of acceptance. Such replacement shall include transportation costs free of any charge to the University. This statement is not intended to limit any additional coverage, which may normally be associated with a product. Vendor shall assign to the University all third party warranties applicable to such deliverables. Vendor warrants that the University has all rights necessary to utilize all deliverables for their intended purpose free from all third party claims.

G. Questions to Vendor

Vendor shall respond to each of the following questions. Vendors are requested to keep responses straightforward, to the point, and should not simply provide generic marketing materials. Responses will be reviewed as part of the evaluation process.

Questions to be answered in the Project Summary

1. Please describe your support model for addressing issues, hours of operation, and the various ways students can get help during both normal business hours and evenings and weekends.
2. How does your service handle adding and removing users both at the beginning or end of a term, as well as needed during the year?
3. How do you handle temporary guest accounts and conference groups who use HRL facilities and require wireless access? Please describe how access is given to these users, length of access, if there are charges and how access id is managed and terminated.
4. What performance criteria do you adhere to in internet service delivery?
5. What methods do you use to determine if advertised internet service levels are being met?
6. If/when internet service levels are not being met, what do you do that triggers system upgrades or some other action to return to providing advertised service levels?
7. How do you comply with the Family Educational Rights and Privacy Act (FERPA)?
8. How are DMCA violation notices processed? Please include what information and what communication is sent to accused parties, how the appeal process works, and what penalties may be incurred by residents (account deactivation, fines, etc.).
9. How will you inform residents about service level standards? What language will be used? How will residents communicate their satisfaction/dissatisfaction with service levels? How will their concerns be monitored and addressed?
10. How are service calls handled? If you provide a direct customer support line for users, please give detail about how on-site service needs will be communicated to UWF staff. Provide details on workflow and process.
11. What methods are used to communicate service problems to UWF staff and residents?
12. What options do you have for students to upgrade their speed and be billed directly for the upgrade? Please provide details.
13. What is your plan for handling move-in week each year? Provide any instructional materials. What is you plan to handle individual move-ins through-out the year?
14. What is the process a user must follow to achieve service activation? What materials do you provide to assist users self-activate?

15. Is there a limit to the number of devices a resident can activate? If so, what is the limit?
16. Is any information collected by you shared or sold to third-parties? If so, please elaborate.
17. How do you handle equipment (including access points) and wiring in resident occupied spaces that can be subject to tampering? Please describe how you handle replacement, charges associated with replacement, and any processes or procedures you follow to determine if your equipment was tampered with. Please explain any further actions taken.
18. When equipment is damaged beyond normal wear and tear, how will repairs be carried out and how will residents be billed for the work?
19. How do you manage changes in available bed count? If new buildings are built, old building taken out of use, or wings and floors are brought offline for maintenance, does this affect the overall pricing model?
20. Please provide details about your training program or plan for staff members.

Questions to be answered in the technical summary

1. Please provide your method of attack and plan for acquiring this contract and carrying out all installation and labor requirements associated with the scope of work to have all buildings up and running at 100%, including your estimated timelines for completion.
2. When is regular network maintenance performed, what effect does it have on services, and how is maintenance communicated to UWF staff and residents?
3. How are emergency network maintenance or outages handled and communicated to the users of your services?
4. What kind of server/network redundancy is provided?
5. What is your average downtime per year and what do you have in place to reduce downtime?
6. Please describe when and how equipment is replaced, either when it reaches end of life or it malfunctions. How is it determined if it needs to be replaced?
7. Please describe how you connect to the internet.
8. Is there any provision for a technology refresh during the term of the contract? What will trigger a technology refresh? Is the refresh cost included in the regular price? How do you handle new standards for wireless access?
9. How do you secure student and guest connections to the network?
10. Please explain what logs you collect with regard to network flows and what is done with this information.
11. What equipment do you require be installed in telecom closets, and do you have a requirement for additional space for a network core or server infrastructure?
12. Describe your initial and final design for the project. Provide materials specifications. Include a schematic plot plan that indicates the location of all fiber runs. Be as detailed as possible within the time restraints on your response. Full construction drawings are neither needed nor desired.
13. Please describe how your networks are monitored to keep all servers and services healthy and prevent downtime.
14. What kind of redundancy is provided? Are there single points of failure in your proposed network? What plan is there to reduce downtime, particularly from single points of failure?
15. Please describe your technical support, who manages support, and how it's handled, response times, etc.
16. What AP access points are you proposing? What model are you using?
17. What switches are you proposing? What is the model?
18. What are your Wi-Fi metrics?
19. What entertainment/sports/video packages are you offering with your service?

The foregoing specifications are not intended to serve as an exhaustive summary of all requirements/specifications or of all terms of the agreement. The terms of a contract negotiated between the Successful Vendor and University will represent the final agreement of parties.

Section III

SPECIAL TERMS AND CONDITIONS

A. Term of Contract

UWF desires to enter into 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:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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 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.

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.

G. Cost Proposal

Vendor shall submit a detailed Cost Proposal. Vendors should be as detailed and specific as possible, including all costs associated with your firm's services. Vendors are advised to put their best foot forward and not to inflate costs with the assumption that they will be negotiated as Cost is worth 20 points of the initial evaluation and could be the difference in not making the short list.

Important Note and Warning: The Cost Proposal under TAB H shall only be published in the (1) original proposal and shall not be included in the (1) electronic copy. Our evaluation approach is that the Evaluation Team shall first review and score based only on the technical merits of each proposal and shall not be exposed to the initial pricing submitted until after the technical scoring of each proposal has been accomplished. The Procurement Officer and Lead Negotiator shall provide the analysis and scoring of the Cost Proposals submitted independently from the Evaluation Team. The Cost Proposal Scores shall be incorporated equally into each Evaluation Team member's technical score for the purposes of establishing the total score and rank. Failure to comply with these instructions may result in rejection to your proposal.

H. Financial Stability

Each Vendor shall submit documentation with its Proposal to demonstrate the company is financially stable and able to provide the requested services to the University. Financial information, statements and/or documents submitted with a proposal shall be evaluated to determine: whether the Vendor has sufficient ability to perform the contract; whether the Vendor is able to meet its short term obligations, debts, liabilities, payroll, and expenses; whether Vendor has provided complete, reliable and accurate financial information regarding its business operation; whether the Vendor is financially solvent; and whether Vendor has sufficient cash flow and/or available financing from a financial institution to perform the proposed contract. Financial information of non-public entities may be marked as confidential in accordance with Tab F, Confidential Information.

I. Vendor Experience

In its Proposal, Vendor shall demonstrate experience with clients in Higher Education, specifically with Campus Residence Halls of similar or greater size and complexity to UWF. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

J. References

Vendors shall provide three (3) references for which your company has provided services for Residential Hall environments in University or College settings of similar size and scope to that proposed herein. The University may contact these users to determine the services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. Such information may be considered in the evaluation of the proposal.

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
- 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. 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)

Tab B Executive Summary

Executive Summary: The Executive Summary shall include company background information as well as information requested in the following ITN sections:

- Section III (H) Financial Stability
- Section III (I) Vendor Experience
- Section III (J) References

Tab C Project Summary

Vendors Project Summary shall address in detail Section II (C) Project Organization as it pertains to the Scope of Work and Section II (G) Questions to Vendors.

Tab D Technical Summary

Vendors Technical Summary shall address in detail Section II (D) Technical Approach as it pertains to the Scope of Work and Section II (G) Questions to Vendors

Tab E 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 F 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 F, Confidential Information.

Tab G 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 G, Supplements. Supplemental information may not be subject to evaluation by the Evaluation Committee.

Tab H Cost Proposal

Vendors shall include a complete itemized cost proposal of all services required to review, analyze, and make recommendations regarding UWF's High Speed Internet and Cable Services as outlined in Section II of the ITN.

Important Note and Warning: The Cost Proposal under TAB H shall only be published in the (1) original proposal and shall not be included in the (1) electronic copy. Our evaluation approach is that the Evaluation Team shall first review and score based only on the technical merits of each proposal and shall not be exposed to the initial pricing submitted until after the technical scoring of each proposal has been accomplished. The Procurement Officer and Lead Negotiator shall provide the analysis and scoring of the Cost Proposals submitted independently from the Evaluation Team. The Cost Proposal Scores shall be incorporated equally into each Evaluation Team member's technical score for the purposes of establishing the total score and rank. Failure to comply with these instructions may result in rejection to your proposal.

Section V

EVALUATION, NEGOTIATION, AND CONTRACT AWARD

A. Evaluation Process and Criteria

1. Open Meetings Requirement: Pursuant to §286.0113, Fla. Stat., evaluation committee meetings are not open to proposers or other members of the public when negotiation strategies are discussed, any portion of the meeting involves negotiation with a vendor, at which a vendor makes an oral presentation, or at which a vendor answers questions. A complete recording (i.e. audio recording or transcript) must be made of these closed meetings. These recordings are exempt from disclosure under the public records law until Procurement and Contracts posts Notice of Intent to Award or until 30 days after final sealed replies are all opened, whichever occurs first. If all sealed replies are rejected, the recordings remain exempt until Procurement and Contracts posts a notice of a decision concerning the reissued ITN or until Procurement and Contracts withdraws the reissued ITN. The exemption period cannot exceed 12 months after the initial Procurement and Contracts notice rejecting all replies.
2. 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 and Weights

All qualified proposals will be evaluated and award made based on considering the following criteria, to result in an award most advantageous to the University:

Background/References 10 points

- Previous experience with college/university residential halls of similar size and scope
- Past performance and ability to meet the project goals

Project Summary 25 points

- Technical Support including maintenance and upgrades
- Scalability
- Flexibility/Adaptability
- Speed
- Performance Monitoring

Technical Summary 25 points

- Customer Service & Support
- Plan for Installation and Implementation
- Options for Wired Internet Services including equipment
- Options for Wireless Services (Wi-Fi) including equipment
- Options for Cable Services including equipment and packages

Pricing 20 points

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.