

Invitation to Negotiate (ITN)
19ITN-08EE
Mobile Assistance Center

September 18, 2019

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 Mobile Assistance Center. The Mobile Assistance Center will be used by The Florida SBDC Network to assist small businesses in the State of Florida after times of disaster.

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 CT, October 7, 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.

Eric Engelmeyer
Senior Buyer, Procurement & Contracts
Phone: 850-474-2629
Fax: 850-474-2090
E-mail: eengelmeyer@uwf.edu

UNIVERSITY OF WEST FLORIDA
OFFICE OF PROCUREMENT AND CONTRACTS

INVITATION TO NEGOTIATE # 19ITN-08EE
Mobile Assistance Center

SUBMITTAL DUE DATE: October 7, 2019, 2:00 p.m. CT

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.

The Florida SBDC Network

The image displays the Florida SBDC Network logo, which includes the text "AMERICA'S SBDC FLORIDA" and "U.S. Economic Development Administration (EDA) Regional Planning Councils (RPC)". Below the logo is a map of Florida divided into 10 numbered regions (1-10) and lettered regions (A-J). To the left of the map is a list of regional offices with their respective phone numbers. To the right of the map is a legend for the U.S. EDA Regional Planning Councils, labeled A through J.

Florida SBDC Network Regional Offices

- Headquarters Office
Pensacola (850) 898-3479
- 1 Florida SBDC at UWF
Pensacola (850) 474-2528
- 2 Florida SBDC at FAMU
Tallahassee (850) 599-3407
- 3 Florida SBDC at UNF
Jacksonville (904) 620-2476
- 4 Florida SBDC at UCF
Orlando (407) 420-4850
- 5 Florida SBDC at USF
Tampa (813) 905-5800
- 6 Florida SBDC at FGCU
Fort Myers (239) 745-3700
- 7 Florida SBDC at IRSC
Fort Pierce (772) 462-7296
- 8 Florida SBDC at FAU
Fort Lauderdale (954) 762-5235
- 9 Florida SBDC at FIU
Miami (305) 779-9230

U.S. EDA Regional Planning Councils

- A West Florida
- B Apalachee
- C North Central
- D North East
- E Tampa Bay
- F East Central
- G Central
- H Southwest
- I Treasure Coast
- J South

www.FloridaSBDC.org

The Florida SBDC Network is designated as "the principal business assistance organization for small businesses in the state" [Fl. Stat. 288.001]. As such, and to the extent resources allow, we make it part of our core mission to help impacted businesses develop and implement strategies and plans that foster long-term recovery and success. Our goal is to not only help small businesses recover from a disaster, but also to help them become more sustainable, more resilient and grow in the weeks, months, and years following.

<http://floridasbdc.org/services/business-continuation/disaster/>

During times of disaster, and throughout the long-term recovery process, the role of the Florida SBDC Network is to assist established for-profit, privately held businesses that maintain a place of business in the state:

- 1) prepare disaster and bridge loan applications to acquire needed capital;

- 2) develop and implement strategic plans to recover and expand existing and, if needed, diversify into new markets,
- 3) create business continuity and disaster plans to mitigate future disasters, and
- 4) carry out other emergency support functions for business, industry and economic stability as a member of the State Emergency Response Team.

As a critical member of our State Emergency Response Team (SERT), the Florida SBDC Network is on the front lines ensuring our principal job creators and wage generators have the professional guidance and consulting they need to successfully navigate the disaster loan application process and gain access to the capital they need to get back into business quickly. In that role, the Florida SBDC Network assists the Florida Department of Economic Opportunity (DEO), and in partnership with Florida First Capital Finance Corporation (FFCFC), Florida's leading SBA 504 lender, administer the Florida Small Business Emergency Bridge Loan program.



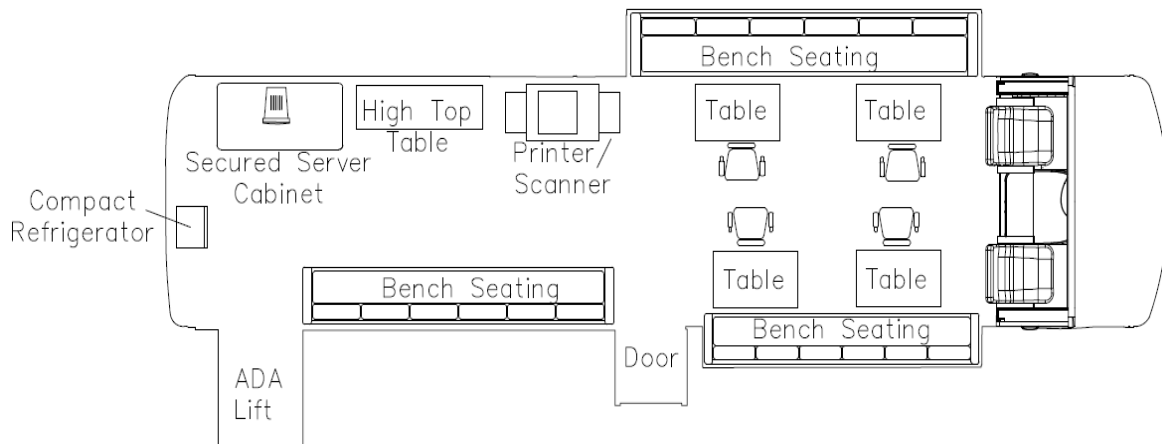
With respect to the Florida Small Business Emergency Bridge Loan program, Florida SBDC Disaster Recovery Specialists and Capital Access Specialists provide, in the field and throughout our network of more than 40 centers, one-on-one loan application assistance; acceptance, review and processing of loan applications; coordination and management of local bridge loan review committees, and coordination for loan closing activities.

Where possible, and when resources allow, we also assist SBA by locating our specialists alongside SBA staff at Business Recovery Centers (BRCs). Our Disaster Recovery Specialists and Capital Access Specialists have advanced training and expertise in the SBA business disaster loan programs; expertise that allow us to respond to diverse and complex inquiries concerning the SBA disaster loan programs and provide in-depth, one-on-one assistance that SBA is unable. We also make our **Mobile Assistance Centers (MACs)** available to SBA to establish BRCs where physical facilities are not easily available.



The Florida SBDC Network currently has two Mobile Assistance Centers (MAC) that are 19 years old. The Florida SBDC Network is going to replace one our existing MACs with a custom-built unit being procured with this request for proposal / invitation to negotiate. Sample layout below:





B. Timetable

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

Activity	Time (Central Time)	Date
Issue ITN		September 18,2019
Written request for explanation due date	4:00 pm CT	September 30, 2019
Estimated issuance of explanation due date	4:00 pm CT	October 2, 2019
Submittal Due Date	2:00 pm CT	October 7, 2019
Estimated Initial Team Evaluation	1:00 pm CT	October 8, 2019
Negotiations beginning on or about	TBD	TBD
Best and Final Offer	TBD	TBD
Estimated Notice of Intent to Award posted	TBD	TBD
Estimated Master Agreement Begins	TBD	TBD

C. Contact Person

The Procurement and Contracts Facilitator and sole point of contact (“POC”) for this ITN is:

Eric Engelmeyer, Senior Buyer
 Email: eengelmeyer@uwf.edu
 Phone: 850-474-2629
 Web address: <http://uwf.edu/offices/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: <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 – Sample Agreement Terms and Conditions
4. Attachment D – Minimum Insurance Requirements
5. Attachment E – Certification Regarding E-Verify System
6. Attachment F – Cost Proposal

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 or 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 (5) hard copies of the original; and
3. One (1) identical digital electronic copy on USB flash drive or CD of the original
4. Additionally, one (1) original Cost Proposal is to be submitted in a separate, sealed envelope, clearly marked as "Cost Proposal". **Do not include the Cost Proposal in the three-ring binders.**

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 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: Eric Engelmeyer
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

Background

The University of West Florida / Florida Small Business Development Center (SBDC) Network has been awarded a grant by the U.S. Department of Commerce, Economic Development Administration (EDA). This grant will fund the purchase of a Mobile Assistance Center (MAC) for the Florida Small Business Development Center (SBDC) Network.

This ITN is being solicited in accordance with the procurement requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 and 2 CFR Part 200, Appendix II. Proposers shall be required to follow all of the requirements of 2 C.F.R. 200.321 in the execution of their work, and shall require and enforce similar compliance with any sub-contractors.

The University desires to enter into an agreement with Vendor(s) that can **design and build** the Mobile Assistance Center (MAC). For the purpose of this ITN, bidders will focus on the design and build of a customized Mobile Assistance Center. The estimated budget for the MAC is \$275,000 to \$350,000.

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.

A. General Specifications / Requirements

The Mobile Assistance Center (MAC) shall include, but shall not necessarily be limited to the following identified needs:

Quantity	Description	Notes / Ref. #
	CHASSIS / ENGINE / TRANSMISSION	
1	Base Vehicle, 38-foot RV / Chassis	1
1	Six Cylinder Diesel Engine, Cummins Six Speed Transmission	
	INTERIOR OPTIONS	
	Side sliding windows with aluminum mini blinds	
1	Wheelchair lift, automatic, ADA approved, with door	2
	Day / Night blinds for front windshield	
	EXTERIOR OPTIONS	
	Girard lateral arm box awning, 18 foot	
	Auto leveling, hydraulic leveling jacks,	
	Exterior steps, adjustable, three steps with handrail	3
	Exterior steps custom aluminum, adjustable, five steps with handrail	3
	Exterior spot lights	
	SLIDE-OUT ROOMS	
2	Custom slide out room, 10 to 12 foot in length X 24 inch, electric	4

	AUDIO/VIDEO OPTIONS	
1	Back-up camera system, 7 inches to 10-inch color monitor	
	ELECTRONICS	
	CAT 6 (or latest version) wiring into IT closet with patch panel / switch rack	
	APPLIANCES	
	Microwave oven, cabinet mounted	
	Small refrigerator, AC/DC, compressor operated	
	HVAC	
1	Powered reversible roof vent with max air cover	
	Roof mounted air conditioner (three)	
	GENERATORS & POWER SUPPLIES	
1	Second 50-amp service on the passenger side	
	12.5KW water cooled, quiet diesel generator, compartment installed, remote start/stop	
	Inverter / Converter (to run computer equipment without generator running)	
	INTERIOR LIGHTING	
	Indirect LED valance lighting	
	LED ceiling light package	
	LED ceiling light with dimmer control	
	WRAP EXTERIOR OF MOBILE ASSISTANCE CENTER	5
	Design to be provided by Florida SBDC Network	
	DELIVERY	

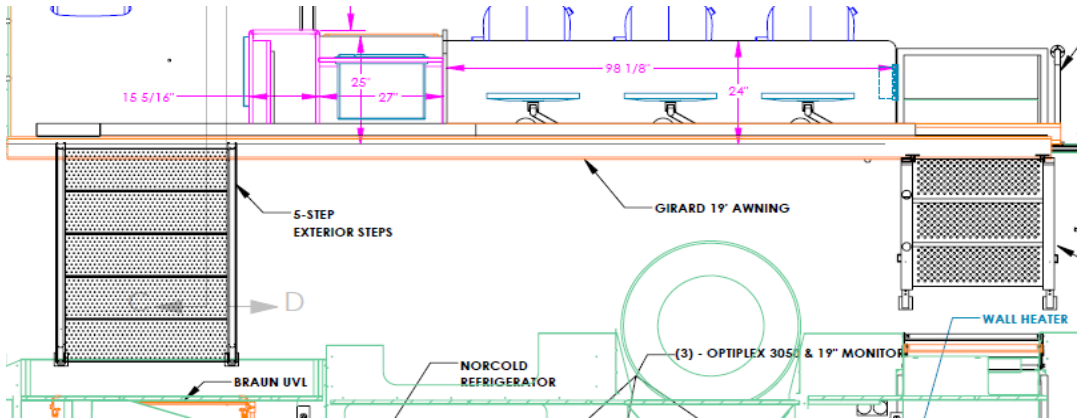
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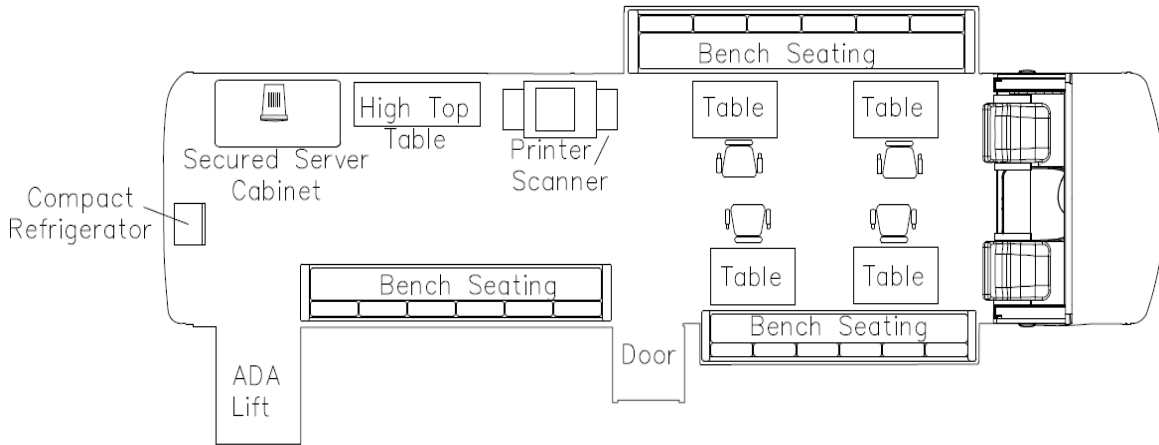
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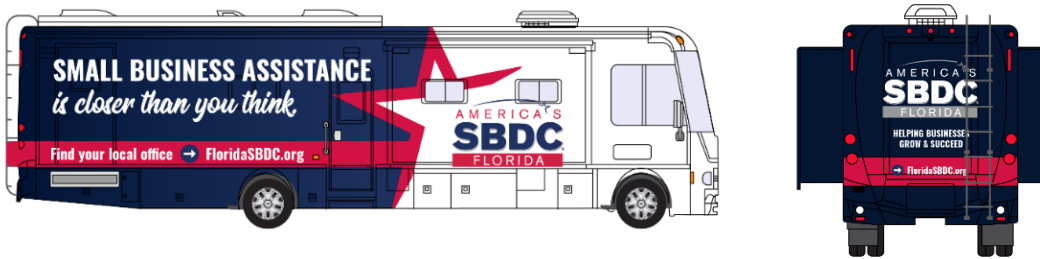
Ref. 3



Ref. 4



Ref. 5



OPTIONS: The following items may be added to the Mobile Assistance Center (MAC). Provide separate quote as part of cost proposal.

Quantity	Description	Notes / Ref. #
	Air suspension (if not standard with chassis)	
	Slide # 3, passenger side, back of RV	
	Surround view / 360-degree view of coach on front monitor	
	Outside television / monitor	6
	Satellite for internet communication	

Ref. 6



1. Service and Equipment Requirements

The vendor is responsible for the design and build of the Mobile Assistance Center (MAC).

2. Technical Requirements

Enrollment Capacity – Each studio will require a minimum of 4 collaborative workstations (capacity for 4 students / workstation).

ADA Compliance - Vendor solution must show evidence that it is compliant with current ADA federal requirements (such as wheel chair accessible). Vendor will also demonstrate how their solution handles ADA issues involving sight and hearing impairments.

3. Qualifications

UWF will consider proposals from contractors that meet the following minimum criteria:

- a) The contractor must be an authorized dealer/distributor of all equipment components specified in the proposal. Verification must be included in the contractor's submittal.
- b) Contractors submitting a proposal must be experienced and specialized in performing the complete scope of work specified in the ITN document. The systems must be installed only by personnel authorized to do so by the equipment manufacturers. All equipment installations and tests are to be made by technicians skilled in the specific trade.
- c) The contractor must maintain a local service department with qualified technicians and stock sufficient replacement parts and equipment components to provide the specified warranty service. The contractor must be able to provide prompt, on-site service not to exceed a twenty-four (24) hour response time from notification, Monday through Friday.
- d) The contractor directly responsible for this work shall be a licensed and registered "Systems Integration Contractor" who is, and has been, regularly engaged in providing and installing non-residential, communication and technology systems of this type for at least the immediate past two years.
- e) Proposers must submit a list of references of comparable systems recently installed by their company. The University will be evaluating on experience in higher education or enterprise settings.

- f) All equipment shall be installed by a technician trained by the equipment manufacturers or a recognized training school, or course, for the installation of these types of systems. The contractor shall show proof, if requested, of a specific individual's training. The proposal submitted shall demonstrate to the satisfaction of the University that the contractor possesses adequate facilities, equipment, staff and technical experience to do the work properly and expeditiously.
- g) The proposal submitted shall demonstrate to the satisfaction of the University that the contractor possesses adequate facilities, equipment, staff and technical experience to do the work properly and expeditiously.

Section III

SPECIAL TERMS AND CONDITIONS

A. Contract

The proposal is to cover a contract period through June 4, 2020, to be aligned with the grant award period. The University is not expecting the need for any renewals.

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

1. A Level II background check is required to be performed by the successful Respondent(s) for each employee engaged in providing the services or activities described in this ITN. The successful Respondent(s) 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. These background checks shall be performed at Respondent's expense.
2. The successful Respondent(s) 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, leased spaces and outdoors on all UWF campus properties and leased spaces. The successful Respondent(s) must fully comply with this tobacco-free policy.

Section IV

ITN INFORMATION AND INSTRUCTIONS

A. ITN Information

1. 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.
2. Respondents shall be of known reputation and shall have sufficient experienced and qualified personnel to adequately perform the prescribed service.
3. 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.
4. 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:
 - a) UWF ITN document, including all attachments
 - b) All addenda issued pursuant thereto
 - c) Respondent's proposal
 - d) UWF Contract to include all clarifications & negotiated modifications to Respondent's proposal.
 - e) Best and Final Offer (BAFO)

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

1. Signed ITN Certification Form (see Attachment A)
2. Signed Certification Regarding E-Verify System (see Attachment E)
3. Signed addenda (if applicable)
4. Contact information, including names(s) and title(s), for the individual(s) responsible for Vendor's proposal and negotiations during this process. As well as contact information for the individual(s) who should receive any notices related to this contract if awarded to Vendor.
5. Corporate Governance Documents and Certificate of Good Standing from Vendor's state of incorporation, if other than Florida.

Tab B Executive Overview and Vendor Experience

1. A one to two-page executive summary of the Vendor's proposal, including brief descriptions of the vendor's offering including information regarding how the Vendor plans to address the University's requirements. Disclose general information about your company including information regarding amount and type of experience of the company with similar size projects.
2. Provide the point of contact during the ITN process. Please identify Project Manager and any other key personnel for this project by name and title and provide their resumes.
3. Include a Statement of Vendor Warranty and ability to perform. This Vendor statement shall warrant that no legal action, proceeding, inquiry or other legal hindrance would preclude the Proposer from performing under this ITN and subsequent contract.
4. Any additional information relevant to vendor's ability to provide high quality equipment and service as required by the University.
5. Attach detailed information regarding any litigation or claims of more than \$5,000 in the last five (5) years.

Tab C Qualification Overview

1. Provide at least three (3) current and verifiable higher education or enterprise level references with contracts similar to this scope of work. Include the institution, contact name, phone number, and email address.
2. Clearly explain what added-value services your firm is able to offer the University that would differentiate your firm from other providers.
3. Provide all technical, functional, and maintenance requirements that would be needed to address the needs and support of this ITN.
4. Provide any requirements of the University for the successful completion of this project.
5. Provide estimated timeline for this successful completion of the project.

Tab D Insurance and Licensure

1. Each Vendor shall include written evidence of insurance coverage in the amounts specified in Attachment D. "Minimum Insurance Requirements" with the proposal.
2. Upon notification of intent to award to the successful Vendor, an original ACORD certificate of Insurance for the coverage described above must be received by UWF's Office of Procurement and Contracts.

3. If applicable, please provide any and all licenses required for this work.

Tab E Contract

1. 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.
2. The sample Agreement, Exhibits, Attachments 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

Respondents are to submit a detailed Cost Proposal in one (1) separate, sealed envelope identified as "Cost Proposal" with the firm's name and ITN #19ITN-08EE MAC clearly marked. Do not include the Cost Proposal in the 3-ring binders. Respondents are advised to submit their pricing and not to inflate costs with the assumption that they will be negotiated. The Respondents should indicate any other financial considerations to be provided to University.

Section V

EVALUATION, NEGOTIATION, AND CONTRACT AWARD

A. Evaluation Process

1. Open Meetings Requirement: Pursuant to §286.0113, Florida. Statute, evaluation committee meetings are not open to proposers or other members of the public when negotiation strategies are discussed, any portion of the meeting that 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 Intended Decision or until thirty (30) days after final sealed replies are all opened, whichever occurs first. If all sealed replies are rejected, the recordings remain exempt until Procurement Contracts posts a notice of a decision concerning the reissued ITN or until Procurement Contracts withdraws the reissued ITN. The exemption period cannot exceed twelve (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”.
3. 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

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:

1. Design Elements
2. Design and Production Lead-Time
3. Experience/Service Response
4. Cost 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 an analysis of strengths and weaknesses of each proposal. 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

1. The Negotiation Team will evaluate each cost 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.
2. 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.

3. 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.
4. 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.
5. 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.
6. 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.