

**Invitation to Negotiate (ITN)  
19ITN-14BP Rental Bleachers**

March 31, 2020

TO: Potential Participants

The University of West Florida ("University" or "UWF") is soliciting responses to an Invitation to Negotiate for branding, marketing and communication 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 in a sealed box/envelope directly to the Procurement and Contracts office before 2:00 pm CT, April 28, 2020.** 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-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.

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**Bob Pacenta**  
**Assistant Director, Procurement & Contracts**  
**Phone: 850-474-2627**  
**Fax: 850-474-2090**  
**E-mail: [rpacenta@uwf.edu](mailto:rpacenta@uwf.edu)**

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

**INVITATION TO NEGOTIATE # 19ITN-14BP**  
**SUBMITTAL DUE DATE: April 28, 2020 2:00 p.m. CT**

**Section 1**

**OVERVIEW**

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**A. General Information and Summary**

At the University of West Florida, we believe in the power of higher education to drive change on our 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:

<b>Activity</b>	<b>Time (Central Time)</b>	<b>Date</b>
Issue ITN		March 31,2020
<b>Written request for explanation due date</b>	<b>12:00 pm CT</b>	<b>April 7, 2020</b>
<b>Estimated issuance of explanation due date</b>	<b>3:00 pm CT</b>	<b>April 10, 2020</b>
<b>Submittal Due Date</b>	<b>2:00 pm CT</b>	<b>April 28, 2020</b>
Initial Team Evaluation	9:00 am CT	May 6, 2020

Negotiations	<b>TBD</b>	May 7-8, 2020
Best and Final Offer		TBD
Estimated Notice of Intent to Award posted	TBD	TBD
Estimated Master Agreement Start Date		July 1, 2020

**C. Contact Person**

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

Bob Pacenta, Assistant Director  
 Email: [rpacenta@uwf.edu](mailto:rpacenta@uwf.edu)  
 Phone: 850-474-2627

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

## **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.”

1. **Submittals, including the signed ITN Certification Form (Attachment A), must be received by the University of West Florida’s Office of Procurement & 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 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.
2. **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.
3. **Submit:**
  - a. One (1) original, clearly marked as original, which shall contain the original manual signature of the authorized person signing the proposal; and
  - b. Three (3) hard copies of the original; and
  - c. One (1) identical digital electronic copy on a 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 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 tabs, may be submitted separately. The location of the information should be provided following the numbered tab.

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

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

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

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

**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/service 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 ITN shall NOT be accepted.**

## Section II

### SCOPE OF SERVICES

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#### A. Background

UWF is an NCAA Division II Athletics program that competes in the Gulf South Conference and intends to play its home games at the Blue Wahoos Stadium in the Vince Whibbs Community Maritime Park in downtown Pensacola, Florida. The Blue Wahoos Stadium is a multi-use facility with a primary baseball configuration. As such, the stadium will be reconfigured to accommodate football. UWF desires to enter into an initial five (5) year agreement with an option to renew for five (5) additional one (1) year periods with a vendor to rent temporary bleachers to be placed in the right outfield grass to increase seating capacity. Bleacher systems will be installed at the beginning of the fall football season and removed at the conclusion of the season. Bleachers are to be directly delivered to:

Community Maritime Park  
351 West Cedar Street  
Pensacola, Florida 32502

#### B. Scope

The Vendor shall furnish an elevated bench-style bleacher system to seat 1,250 spectators with appropriate number of American Disability Act (ADA) accessible ingress and egress pathways. The Pensacola Blue Wahoos baseball team have first priority to the stadium. The bleacher system installation will commence after their season is completed. UWF Athletics point of contact will work with Vendor to schedule the installation and dismantling. Typically, the installation will occur in early to mid-September and the dismantling in mid-December.

1. 2020 Season:
  - a. Install commence = September 21, 2020
  - b. Dismantle = December 14, 2020
2. Subsequent seasons = TBD

### **C. General Specifications and Requirements**

The Vendor will provide the University with a comprehensive turnkey solution, which includes setup and breakdown once per football season.

#### **1. Bleacher Specifications:**

- a. Minimum seat width allocation of 18 inches per seat
- b. Minimum first row deck elevation of 36 inches (48 inches are preferred).
- c. The successful respondent will be required to provide detailed drawings of final structure and placement orientation in stadium.
- d. Bleachers will be placed on grass.
- e. The seating area to be separated into distinct sections, with use of aisle and railing or similar methods.
  - i. Five separate sections of 250 seats each.
  - ii. Please note **Exhibit A**, sections 'Visitor's, F2, F3, F4, F5' depict approximate location of bleacher system.

#### **2. Technical Requirements:**

- a. It will be the responsibility of the successful respondent to meet all applicable local and state building codes (ICC 300-2012).
- b. There will be ground level access to the field. Vendor must provide own forklift(s). The successful respondent will be required to provide ground protection for forklift over grass field.
- c. The Vendor's proposal will indicate the amount of time it takes to erect the bleacher system.

#### **3. Qualifications:**

- a. Must be experienced and specialize in performing the complete scope of work specified in the ITN document.

### **D. Evaluation Criteria**

1. All qualified proposals will be evaluated and awarded based on the following criteria, resulting in an award most advantageous to the University:
  - a. Proposed Method Performance: Demonstrated ability to successfully complete the requirements identified in the scope of services. Proposals will be evaluated based upon the offeror's distinctive plan for performing the requirements specified herein.

- b. Experience: Examples of past and current services demonstrating capabilities to execute the deliverables outlined in the relevant Scope of Services.
  - c. Value-added: Value-added services or unique qualifications presented by the applicant.
  - d. Cost Proposal: Evidence that the services will be reasonably priced and provide a good value to the University.
  - e. References: Quality of references provided.
2. 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.
3. 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).
4. 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.

### **Section III**

#### **SPECIAL TERMS AND CONDITIONS**

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##### **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**

1. Each Respondent 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 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**

1. 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.
2. Further, Contractor agrees that to the extent it may meet the definition of a "contractor" within the meaning of Section 119.0701, Florida Statutes, it will:
  - a. Keep and maintain public records that ordinarily and necessarily would be required by UWF in order to perform the services performed by Contractor under the Agreement;
  - b. Provide the public with access to such public records on the same terms and conditions that UWF would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
  - d. Meet all requirements for retaining public records and transfer to UWF, at no cost, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to UWF in a format that is compatible with the information technology systems of UWF;
  - e. Failure of Contractor to comply with the provisions set forth herein shall constitute a default and breach of this Agreement and UWF shall enforce the default in accordance with the provisions set forth herein.

### **D. Background Checks**

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

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

**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**

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**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 and/or Exhibits.
  - b. All addenda issued pursuant thereto.
  - c. Respondent's proposal.
  - d. UWF sample 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**

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 name(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 the contract, if awarded.
5. Corporate Governance Documents and Certificate of Good Standing from Vendor's state of incorporation, if other than Florida.

### **Tab B: Executive Summary**

1. One to two-page executive summary of the Vendor's proposal, including brief descriptions of the Vendor's process and how it plans to address the University's requirements. Disclose general information about the company including information regarding examples of similar work experience with similar projects in the last three (3) years.
2. Contact information, including name(s) and title(s) for individual(s) responsible for Vendor's proposal and negotiations during this process. Please identify Project Manager and other key personnel for this project by name and title and provide their resumes.
3. Any additional information relevant to vendor's ability to provide high-quality equipment and service as required by the University.
4. 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 Vendor from performing under this ITN and subsequent contract.

### **Tab C: Experience and Qualification Overview**

1. Provide at least three (3) examples of services demonstrating capabilities similar to this scope of work. Include customer name, contact name, phone number and email address.
2. Provide any requirements of the University for the successful completion of this project.
3. Clearly explain what value-added services your firm is able to offer the University that would differentiate your firm from other providers.
4. 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 sample 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, 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 for the initial five (5) year term in one (1) separate, sealed envelope identified as "Cost Proposal" with the firm's name and #19ITN-14BP 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 the University.

### **Section V**

## **EVALUATION, NEGOTIATION, AND CONTRACT AWARD**

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### **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".
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 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. All qualified proposals will be evaluated and awarded based on the following criteria, resulting in an award most advantageous to the University:
  - a. Proposed Method of Performance: Demonstrated ability to successfully complete the requirements identified in the scope of services. Proposals will be evaluated based upon the offeror's distinctive plan for performing the requirements specified herein.
  - b. Experience and Qualifications: Examples of past and current services demonstrating capabilities to mount and execute the deliverables outlined in the relevant Scope of Services.
  - c. Value-added: Value-added services or unique qualifications presented by the applicant.
  - d. Cost Proposal: Evidence that the services will be reasonably priced and provide a good value to the University.
3. 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.
4. 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).
5. 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 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.

2. 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.
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 the 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.