



Invitation to Negotiate (ITN)

20ITN-05BP

Lease of Space for Florida Small Business Development Center Network Headquarters (UWF) - Rebid

September 1, 2020

TO: Potential Participants

The University of West Florida (hereinafter referred to as *University* or *UWF* or *Tenant*) is soliciting responses to an Invitation to Negotiate for the lease of approximately 5,000-7,000 or 8,000-10,000 square feet in Downtown Pensacola, Florida.

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, September 30, 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-only/open-solicitations-and-public-notices/>. After the posting of award, Respondents may view the ITN files by contacting the Procurement and Contracts representative.

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

Bob Pacenta, CPPB
Assistant Director, Procurement & Contracts
Phone: 850-474-2627
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**UNIVERSITY OF WEST FLORIDA
OFFICE OF PROCUREMENT AND CONTRACTS**

INVITATION TO NEGOTIATE # 20ITN-05BP

**Lease of Space for Florida Small Business Development Center Network Headquarters
(UWF) - Rebid**

SUBMITTAL DUE DATE: September 30, 2020, 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 Florida Small Business Development Center (SBDC) Network provides tools, training and resources to help small businesses grow and succeed. State designated as Florida's principle provider of business assistance (§288.001, Fla. Stat.), the Florida SBDC Network has more than forty (40) offices from Pensacola to Key West to serve the needs of Florida's business community. The Network's headquarters is located at UWF, the Network's designated lead host institution. Due to the expiration of its current lease, the Florida SBDC Network Headquarters is seeking a new leased location in Pensacola.

The intent of this ITN is to award a contract to a responsible Supplier whose proposal, conforming to this ITN, is most advantageous to the University, price and other factors considered.

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 1, 2020
Labor Day – University Closed		September 7, 2020
Written request for explanation due date	12:00 pm CT	September 8, 2020
Estimated issuance of explanation due date	2:00 pm CT	September 10, 2020
Submittal Due Date	2:00 pm CT	September 30, 2020
Team Evaluation	3:00 pm CT	October 9, 2020
On-site Visits, if applicable	TBD	October 12-16, 2020
Best and Final Offer		TBD
Estimated Lease Begins		NLT January 1, 2021

C. Contact Person

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

Bob Pacenta, Assistant Director
Email: rpacenta@uwf.edu
Phone: 850-474-2627

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

- Attachment A – ITN Certification Form
- Attachment B – ITN Information and General Conditions
- Attachment C – Sample Lease Agreement
- Attachment D – Minimum Insurance Requirements
- Attachment E – Certification Regarding E-Verify System
- 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.

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

Submit:

- One (1) original, clearly marked as "Original" response, which shall contain the original manual signature of the authorized person signing the proposal; and
- One (1) identical digital electronic copy on USB flash drive, DVD or CD of the original, preferably in either Word or Excel format, including appropriate tab identification of the various sections of the response. The files shall NOT be password protected.
- 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 binder.**

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 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 websites, 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.

The required signed original and the electronic copy of the response along with the signed ITN Certification Form must be either mailed or delivered to:

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

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

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

Section II

SPECIFICATIONS FOR LEASE OF SPACE

A. Location and Facility Requirements

University (Tenant) desires to lease building space for UWF's Florida SBDC Network Headquarters. There is a temporary need for expanded capacity due to the CARES Act. The University is seeking one lease for an initial term of five (5) years with an option to renew for five (5) additional one (1) year periods (main lease), and a second lease for a term of two (2) years (secondary lease). The main lease will cover approximately 5,000 – 7,000 square feet.

Occupancy start date: January 1, 2021.

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.

IMPORTANT NOTE: The dates above are firm. The timeframe for this project, including any needed renovations, is extremely aggressive and the final deadline is inflexible. The successful vendor is expected to be ready for completion of negotiations and contract award as soon as a selection is made.

The following terms are used in the requirements below:

Must, shall, will. Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in rejection of the proposal as non-responsive.

May, should. Indicates something that is not mandatory but permissible, recommended or desirable.

Leased Space Needs and Requirements are as follows:

A.1 Location

- A.1.1. Site must be located in Downtown Pensacola, Florida.
- A.1.2. Site should be in location with minimal crime and safety concerns.
- A.1.3. Site should have a variety of food service and restaurant locations in close proximity.

A.2 Space and Facility Characteristics

- A.2.1. Space of approximately 5,000-7,000 or 8,000-10,000 square feet of net rentable space (contiguous preferred) in a single location, measured in accordance with the State University System method of facilities measurement. The main lease will require 5,000-7,000 square feet, and the secondary lease 3,000-5,000 square feet.
- A.2.2. Space is divided or able to be divided into the following areas:
A minimum of fourteen offices, reception area, open working space for four to six student working areas, one to two large conference rooms, and kitchen facilities including a refrigerator, microwave, and sink for the main lease. The secondary lease will have a minimum of six offices.
- A.2.3. The building and space will be compliant with all governmental development and permitting requirements, including without limitation, ADA requirements for all spaces including restrooms, entrances, walkways, and parking. The building will have customary common areas and

access areas supporting the space, including without limitation lobby area(s), elevators, stairwells, loading space, and waste/recycling disposal, fully equipped restrooms (male and female separate) adequate for office occupants.

- A.2.4. All spaces must be centrally heated and air conditioned with outside ventilation of fresh air.
- A.2.5. Building must be smoke-free.
- A.2.6. Separate male and female restrooms are required. Prefer space that has internal restrooms which are for Tenant staff and Tenant visitors only. Availability of an accessible family restroom is preferred.
- A.2.7. Adequate parking for employees and visitors must be adjacent, with a minimum of four (4) reserved parking spaces for Tenant personnel and an additional fifteen (15) dedicated parking spaces for office occupants plus public parking for events, students, employees, clients and vendors and public events at the building. All parking should be free of charge.

A.3 Requirements for Specific Spaces

A.3.1. Conference Rooms

- a. Reinforced walls to support large LCD display systems for support up to and including 450 pounds.
- b. At least two (2) four-port CAT6 receptacles and four (4) electrical outlets on each of two (2) opposite walls of each conference room. Recessed receptacles are preferred and should be mounted high enough to be obscured by the large display panels.
- c. Sound insulated meeting space.
- d. Additional electrical outlets around the perimeter of the room wired and located according to standards.
- e. Recessed floor box(es) containing additional CAT6 and/or electrical outlets located in the middle of conference rooms preferred, but not required.

A.3.2. Network Equipment Closet (aka "Communications Room")

- a. Demarcation ("demark") point for external services (data, video, voice) should be in Network Equipment Closet.
- b. Closet must support installation of at least one (1) 2-Post telecommunication rack with sufficient space for personnel to perform necessary installation, maintenance, and upgrades.
- c. Minimum one (1) mini split AC unit of sufficient capacity to keep the Network Equipment Closet within the environmental operating conditions of common network devices (routers, firewalls, switches, etc.). Unit should be on a separate electrical circuit, isolated from building HVAC and controllable by the tenant. Unit should be rated to maintain the desired temperature year-round.
- d. Communications Room must be secured, cooled, grounded, and wired with at least two (2) 20a 120v circuits with four (4) outlets each.

A.3.3. General network cabling

- a. Cabling shall be category 6 unshielded twisted pair (UTP) rated for non-plenum installation that is extended from the Network Equipment Closet to CAT6 wall plates located at end user points and other designated spaces.
- b. Cable Pathway Extension of all data and voice cables shall be within conduit, raceway, cable tray or other designated cable delivery system where concealed in walls and exposed above ceilings in plenum spaces.
- c. Hardware requirements include, but are not limited to, termination blocks, fastening devices, data outlets, voice outlets and all required accessories to comply with this specification.

- d. At least two (2) four-port CAT6 receptacles per office, ideally located on opposite walls of each office to allow for furniture relocation or dual occupancy.
- e. Space should include at least four (4) ceiling mounted network drops located throughout space with reasonable available space to mount Wi-Fi access points. Duplex receptacles preferred. One (1) such drop should be located within the conference room or its immediate vicinity.
- f. Reception area should contain at least two (2) four-port CAT6 receptacles ideally located on opposite walls and several electrical duplexes.
- g. Sufficient electrical circuits to accommodate basic use without overload.
- h. All CAT6 ports should be numbered and labeled with matching labels on patch panel terminations within Network Equipment Closet.
- i. Certify preexisting wiring.

B. Other Requirements – Space Build-Out and Improvements

- B.1. Landlord will turn over possession to Tenant of such space built out in accordance with a design created by professional architects or design firms and mutually agreed upon by Landlord and Tenant. Build-out will be based upon an agreed upon allowance. If the build-out cost exceeds the TIA, tenant will pay for the overage as negotiated in the final contract.
- B.2. Tenant will be afforded three (3) weeks for Tenant’s completion of Tenant improvements, including but not limited to installation of wiring, cabling, Tenant fixtures and furniture, prior to both the commencement of the lease term and the obligation to commence rent.**

C. Other Lease Requirements – Tenant Rights and Responsibilities

- C.1. Tenant will repair and maintain (and replace, when necessary) in good condition and repair interior surfaces of the building space and Tenant’s improvements, fixtures, and equipment. Tenant will be permitted to make interior, non-structural modifications to the space without Landlord consent.
- C.2. Tenant will have naming rights and appropriate identification and directional signage advertising its presence on Tenant-occupied floor(s), and common areas.
- C.3. Tenant will have access to Landlord’s title commitment/policy, survey, environmental audit(s), zoning and permitting materials, and building/space plans/specifications for Tenant’s due diligence on the date of execution of a lease, and performance of the lease is conditioned upon Tenant’s prior approval of all such materials.
- C.4. Tenant may terminate the lease without further liability for material casualty or eminent domain, failure of legislative appropriation, Landlord’s uncured default, Landlord’s breach of representation or warranty, and Landlord’s bankruptcy/assignment for benefit of creditors.
- C.5. Tenant may sublease or assign the lease with the Landlord’s written consent.
- C.6. Tenant will cooperate with standard financing requirements, including non-disturbance agreements and estoppel certificates.
- C.7. Tenant is a public body corporate of the State of Florida and is not permitted, among other things, to indemnify, limit its remedies except as provided, or agree to governing law or jurisdiction/venue outside Florida. The lease and materials in connection with the tenancy constitute public records. Operations within leased space may be subject to other state and federal laws and regulations arising in connection with Tenant’s identity as a public institution of higher learning.

D. Other Lease Requirements – Landlord Rights and Responsibilities

- D.1. Landlord will maintain ample all-risk property and casualty insurance and comprehensive general liability insurance, with coverage requirements and conditions acceptable to University. Landlord will repair and maintain (and replace, when necessary) in good condition and repair the

structural (including roof, masonry and exterior walls, and foundation/structural components), floors and ceilings, windows, suite doors, associated sidewalks and paved areas, electrical, mechanical, utility, and plumbing systems (including HVAC and life safety (sprinkler)), and lighting systems) at Landlord's cost and without contribution from Tenant. Tenant self-help is permitted. Landlord will maintain the common areas and access facilities associated with the building in good condition and repair and subject to Tenant's common area maintenance contribution.

- D.2. Landlord may terminate the lease for Tenant's uncured default with remedies limited to termination of lease or retaking possession with obligation to mitigate damages.

E. Other Lease Requirements – Miscellaneous

- E.1. Landlord will provide appropriate building safety/security, with adequate outside lighting including controlled access both during and outside normal business hours as jointly defined by Tenant and Landlord. At a minimum, "normal business hours" will be 8:00 am – 5:00 pm Monday through Friday.
- E.2. Rent will commence once Tenant takes occupancy and no earlier.
- E.3. No security deposit.
- E.4. Space may be used for any lawful (and governmentally permitted) purpose. Lease will prohibit illegal and noxious uses and uses not within the general character of the building. Lease will contain covenants relating to hazardous materials.

F. Service and Equipment Requirements

- F.1. Prefer that Janitorial, Utilities, Building Maintenance, Grounds Maintenance, Dumpster, recycling service and Pest Control and Extermination services (including necessary supplies) are to be provided by the Landlord.

G. Taxes

- G.1. All applicable taxes and permits, Federal, state and local, shall be the responsibility of the Landlord. The Landlord shall furnish to the University a copy of Landlord's Direct Payment Certificate.
- G.2. Tenant may consider a pro rata share of the operating expenses of ad valorem real estate taxes (except special assessments for improvements with a useful life greater than the term of the lease); all-risk property and casualty insurance and public liability insurance; common area maintenance; building utility expenses (electrical, gas, water/sewer), and security. Tenant will have right to audit operating expenses, and Landlord will comply with any audit/record retention requirements.

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

Section III

SPECIAL TERMS AND CONDITIONS

A. Term of Contract

The proposal is to cover one lease for an initial period of five (5) years with an option to renew services for additional five (5) one (1) year periods, and a second lease for a term of two (2) years. UWF and the Landlord will mutually agree upon renewals in writing.

B. Insurance

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

Upon notification of intent of award to the successful Respondent, an original ACORD certificate of insurance for the coverage described above must be received by UWF's Office of Procurement and Contracts, which shall be in accordance with Attachment D – "Minimum Insurance Requirements". During the term of the contract, the successful Respondent must provide, pay for and maintain such insurance.

C. Public Records

This Agreement is subject to the requirements of Chapter 119, Florida Statutes (Public Records Law). UWF may unilaterally cancel this Agreement for refusal by Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.

Further, Contractor agrees that, to the extent it may meet the definition of a "contractor" within the meaning of Section 119.0701, Florida Statutes, it will:

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

D. Background Checks

A Level 1 background check is required to be performed by the successful Respondent for each employee engaged in providing the services or activities after the move-in date 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. These background checks shall be performed at Respondent's expense.

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 1

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 1 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, leased spaces and outdoors on all UWF campus properties and leased spaces. The successful Respondent must fully comply with this tobacco-free policy.

Section IV

ITN INFORMATION AND INSTRUCTIONS

A. ITN Information

- Proposals must be made in the official name of the firm or individual under which business is conducted and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal. The submittal of a proposal by a Respondent will be considered by UWF as constituting an offer by the Respondent to provide the services for UWF at the rates provided therein.
- Respondents shall be of known reputation and shall have sufficient experienced and qualified personnel to adequately perform the prescribed service.
- By submitting a proposal, the Respondent agrees to be governed by the terms and conditions as set forth in this document to include all attachments. Any proposal containing variations from terms and conditions set forth herein may, at the sole discretion of the University, render such proposal unresponsive.
- All provisions of this ITN and the successful Respondent's proposal, as mutually agreed upon by subsequent negotiation, provide the specifications for, and obligations of both parties to be executed by any duly authorized representative(s). The following shall constitute the contract agreement.
 - UWF ITN document, including all attachments
 - All addenda issued pursuant thereto
 - Respondent's proposal
 - UWF Contract to include all clarifications & negotiated modifications to Respondent's proposal

B. Submittal Instructions

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

Tab A Essential Documents

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

Tab B Executive Overview

- 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. Please provide walking tour video and pictures of the proposed space, building, common areas and parking in order to prepare for possible onsite visits. Disclose general information about your company including information regarding amount and type of experience of the company.
- Contact name(s) and title(s) of the individual(s) responsible for the vendor's proposal during this ITN process.
- Corporate Governance Documents and Certificate of Good Standing from Vendor's state of incorporation, if other than Florida.
- Attach detailed information regarding any litigation or claims of more than \$5,000.

Tab C Service Description

Please explain the services and utilities that are associated with this lease, i.e. janitorial and utilities.

Tab D References

Provide at least three (3) references to whom Respondent has provided the same or similar size and scope to the space described in this ITN (can be current and/or past customers). The list must include contact information for each of those customers (name, address, telephone and email address).

Tab E Contract

- See Attachment C for Sample Lease
- 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 incorporating the terms and conditions in Attachment C.
- Attachment C is provided as a sample 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 using the form found in Attachment F – Cost Proposal in a separate, sealed envelope identified as "Cost Proposal" with the firm's name and the ITN number – 20ITN-05BP – clearly marked on it. **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

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 (see Section 4.33) until Procurement and Contracts posts Notice of Intended Decision 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 Contracts posts a notice of a decision concerning the reissued ITN or until Procurement 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 on the basis of the written submittals and additional written information as requested. If they are determined to be necessary, the Evaluation Team will conduct additional oral interviews or presentations. The evaluation will utilize the following broad criteria:

B. Evaluation Criteria

1. Location
2. Suitability of space
3. Parking
4. Timeline for occupancy
5. Cost proposal
6. Best value for University factoring in business needs
7. Professional accoutrements of building
8. Safety for employees and visitors
9. Other considerations

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 including request for walk through of proposed space. Internal staff analysis and presentations, outside consultants and any other resources may be utilized to assist in the selection of the Best Value Respondent(s).

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

C. Negotiations and Contract Award

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

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

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

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

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

Time is of the essence and therefore the University retains the right to cease negotiations with any/all firms that do not respond to negotiation issues on a timely basis. UWF may reject offers that are determined to not be reasonably supportable. UWF reserves the right to select, and subsequently recommend for award, the proposed equipment/service, which best meets its required needs, quality levels, and budget constraints.