



# **INVITATION TO NEGOTIATE**

**For**

## **NCAA Championships Video Production Services**

Please mark all proposal submission envelopes  
with the following information:

**ITN# 12-12**

**Proposal Due Date:**

**2 p.m. EST February 23, 2012**

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## **1.0 STATEMENT OF WORK**

### **1.1 Summary**

The University of North Florida (hereinafter referred to as “UNF” or the “University”) is hosting the 2012 NCAA East Regional Outdoor Track & Field Championships May 24-26, 2012. UNF is one of two host sites in the nation. Approximately 1,900 student-athletes from 194 Division I schools will be competing in this event. The University anticipates having over 5,000 fans, coaches, and staff in attendance in addition to the competitors. We are extremely excited to host this event and bring national attention to the campus and Jacksonville community at large.

UNF intends to negotiate an agreement for a production company to supply video production equipment and services for this event. The University is seeking a company with an established record of providing high quality production products and services.

### **1.2 Coverage and Participation**

The intended coverage of this ITN and any agreement resulting from this solicitation shall be for the use of the University. With the consent and agreement of the successful vendor, the other state universities, community colleges, district school boards, other educational institutions, and other governmental agencies within the State of Florida may access an agreement resulting from this solicitation issued and administrated by the University.

The University reserves the right to add and/or delete elements, or to change any element of the coverage and participation, at any time without prior notification and without any liability of any kind or amount.

## **2.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS**

### **2.1 Original ITN Document**

UNF Purchasing Department shall retain the ITN and all related terms and conditions, exhibits and other attachments in original form in an archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification.

### **2.2 University Demographics**

The University fosters the intellectual and cultural growth and civic awareness of its students, preparing them to make significant contributions to their communities in the region and beyond. At UNF, students and faculty engage together and individually in the discovery and application of knowledge. UNF faculty and staff maintain an unreserved commitment to student success within a diverse, supportive campus culture.

The University is committed to values that promote the welfare and positive transformation of individuals, communities, and societies. We value:

- the pursuit of truth and knowledge carried out in the spirit of intellectual and artistic freedom;
- ethical conduct;
- community engagement;
- diversity;
- responsibility to the natural environment; and
- mutual respect and civility

For any additional information about the University, please visit the University's website at [www.unf.edu](http://www.unf.edu).

## 2.3 Schedule of Events

The following is the tentative schedule that will apply to this ITN, but may change in accordance with the University's needs:

|   |                                       |
|---|---------------------------------------|
| Electronic Distribution/Website Posting                     | January 31, 2012                      |
| <b>Mandatory Pre Proposal Conference &amp; walk through</b> | <b>February 8, 2012, 2 -3:30 p.m.</b> |
| <b>Location: Hodges Stadium Press Box</b>                   |                                       |
| Deadline for Questions                                      | February 13, 2012                     |
| Responses to Questions/Inquiries Distributed                | February 16, 2012                     |
| <b>ITN Proposals Due</b>                                    | <b>February 23, 2012 at 2 p.m.</b>    |

### **TBD (March 1-16, 2012)**

- Evaluation Committee Meetings
- Vendor Negotiations
- Best and Final Offers Due
- Award Notification

|                    |                         |
|--------------------|-------------------------|
| Implementation     | March 30 – May 22, 2012 |
| NCAA Championships | May 24-26, 2012         |

## 2.4 Proposal Preparation Instructions

### **2.4.1 Vendor's Understanding of the ITN**

In responding to this ITN, the vendor accepts the responsibility fully to understand the ITN in its entirety, and in detail, including making any inquiries to the University as necessary to gain such understanding. The University reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, the University reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. Related to this, the University's right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost or liability whatsoever to the University.

### **2.4.2 University Provides Information in Good Faith without Liability**

All information provided by the University in this ITN is offered in good faith. Individual items are subject to change at any time. The University makes no certification that any item is without error. The University is not responsible or liable for any use of the information or for any claims attempted to be asserted there from.

### **2.4.3 Verbal Communication**

Vendors are not entitled to rely upon communications from the University except as provided by the University in writing.

#### **2.4.4 Questions, Communications and Inquires between the University and Vendors**

Vendor inquiries, questions and requests for clarification related to this ITN are to be directed, in writing, to:

**University of North Florida**

Purchasing Department  
1 UNF Drive  
Building 53/Suite 2950  
Jacksonville, FL 32224  
Fax: 904.620.2462

**Gaea Holt**

904.620.2732  
[g.holt@unf.edu](mailto:g.holt@unf.edu)

**AND**

**Angela Dyal**

904.620.1733  
[angela.dyal@unf.edu](mailto:angela.dyal@unf.edu)

Applicable terms and conditions herein shall govern communications and inquiries between the University and vendors as they relate to this ITN.

**Informal communications** shall include but are not limited to requests from/to vendors or vendors' representatives of any kind or capacity, to/from any University employee or representative of any kind or capacity, with the exception of the Purchasing Department, for information, comments, speculation, etc. Inquiries for clarifications and information that will not require addenda may be submitted verbally to the UNF Contact named above at any time.

**Formal communications** shall include but are not limited to the following:

- Questions concerning this ITN must be submitted in writing and be received by date and time in Section 2.3.
- Errors and omissions in this ITN and enhancements: Vendors shall bring to the University's attention any discrepancies, errors, or omissions that may exist within this ITN. Vendors shall recommend to the University any enhancements in respect to this ITN which might be in the University's best interests. These must be submitted in writing and be received prior to date and time in Section 2.3.
- Inquiries about technical interpretations must be submitted in writing and be received prior to date and time in Section 2.3.
- Inquiries for clarifications/information that will not require addenda may be submitted verbally to the Purchasing Official named above at any time during this process.
- Verbal and/or written presentations and pre-award proposals under this ITN.
- Addenda to this ITN.

Informal communications shall cease on the date of distribution of this ITN and formal communications shall commence. On the date that the University notifies responding vendors of this ITN's results and executes the resulting contract with the successful Vendor, informal communications may resume and formal communications must cease.

#### **2.4.5 Addenda and the University's Response to Communications from Vendor**

The University will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within five (5) University business days.

All addenda will be e-mailed to vendors on record and posted to the UNF Purchasing web site:

[http://www.unf.edu/anf/purchasing/Bids\\_and\\_Notices.aspx](http://www.unf.edu/anf/purchasing/Bids_and_Notices.aspx)

- ***Vendors who want the addenda supplied to them in another form must notify the UNF Contact listed in Section 2.4.4 above of that requirement. Otherwise, it will be the vendor's responsibility to check the web site for any additional information and addenda concerning this ITN.***

The University will not respond to any questions/requests for clarification that require addenda if received by the University after the date and time in Section 2.3.

#### **2.4.6 Pricing and/or Revenue Proposal**

Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this ITN. Vendors shall ensure that any departure from this condition results in an offer that is clearly cross-referenced to the applicable sections within this ITN. For any material departure from this condition, vendors shall provide clear and unambiguous explanations how the departure relates in detail to the applicable sections within this ITN. If the vendor responds with an "All or None" proposal, it shall be clearly and unambiguously marked as such.

The University may presume and hold as the vendor's final offer all pricing and/or revenue offerings, whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis if not specified by the vendor. The University may accept or reject in part or entirely the vendor's pricing and/or revenue offerings when such offerings are not on an all-or-none basis. The University prohibits the changing of pricing and/or revenue proposals after the ITN closing date and time except through the negotiation process outlined in this document. Unless otherwise specifically proposed by the vendor, the University reserves the right to hold such pricing and/or revenue proposal as effective for the entire intended contract term. The University may prescribe the manner and method by which pricing and/or revenue offerings shall be communicated in the vendor's proposal. The University may reject any proposal in which the pricing and/or revenue offering does not conform to such prescribed manner and method.

#### **2.4.7 Revisions to the ITN**

The University may revise any part of this ITN for any reason by issuing addenda. Vendors are responsible for the information contained in such addenda whether or not they acknowledge receipt. The University is under no obligation to communicate such addenda to vendors who notify the University that they will not be responding to this ITN. The University may determine whether an addendum will be considered as part of this ITN and/or as part of any contract resulting there from. The University shall reject vendors' responses to addenda if such responses are received after the ITN closing date and time.

#### **2.4.8 Attention to Terms and Conditions**

Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this ITN. The successful vendor is expected to enter into a form of agreement. The University agreement terms and conditions included in this ITN are intended to be incorporated into this agreement. Proposals that are contingent upon any changes to these terms and conditions may be deemed to be non-responsive and may be rejected.

#### **2.4.9 Required Signature**

The University may reject any vendor's response if it is not signed as indicated and/or required by the areas, spaces, or forms provided within this ITN.

#### **2.4.10 Proposal Organization**

Vendors shall present proposals in a format that can be readily incorporated into a contract. Vendors may present narrative proposals provided that such proposals follow the same outline and numbering scheme of this ITN including full descriptive cross-references to all requirements listed in the section titled "Specifications and Requirements". The University reserves the right to reject, without prior notice and without liability of any kind or amount, any proposal that it deems overly complex, disorganized, or difficult to evaluate. The University reserves the right to make such a decision without any input or communication from any other party.

#### **2.4.11 Collusion Prohibited**

In connection with this ITN, vendor collusion with other vendors or employees thereof, or with any employee of the University, is prohibited and may result in vendor disqualification and/or cancellation of award. Any attempt by the vendor, whether successful or not, to subvert or skirt the principles of open and fair competition may result in vendor disqualification and/or cancellation of award. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

#### **2.4.12 Improper Business Relationships/Conflict of Interest Prohibited**

In connection with this ITN, each vendor shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between or among the vendor, the University, and any other party to this ITN. The University reserves the right to determine the materiality of such relationships, when discovered or disclosed whether intended or not; and to decide whether or not vendor disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

#### **2.4.13 Corrections, Changes, and Providing Information on Forms within the ITN**

Vendors shall ensure that an authorized individual initials each correction using pen and ink. Vendors shall use pen and ink or typewriter in providing information directly on pages, or copies thereof, contained within this ITN.

#### **2.4.14 Performance and Payment Bond - Not Applicable for ITN 12-12**

~~The Successful Vendor will be required to provide and pay for performance and payment bonds. Such bonds shall cover the faithful performance (100%) of the Agreement and the payment of all obligations (100%) arising there under, in such form as is contained in this ITN.~~

~~The Successful Vendor shall deliver the required bonds to the University prior to the date of executing the Agreement. The Successful Vendor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power. Surety shall be a company licensed to do business in the State of Florida and shall be acceptable to the University. The bond amount shall be increased to include any change order added to the Agreement to one hundred percent (100%) of the total of each change order.~~

#### **2.4.15 Anti-Kickback**

In compliance with FAR 52.203-7, the University has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.

### **2.5 Proposal Submission and Subsequent Opening**

**Proposals must be delivered sealed to: University of North Florida, Purchasing Department, 1 UNF Drive, Bldg 53, Suite 2950, Jacksonville, FL 32224, on or prior to the date and time in Section 2.3.** The University shall not accept proposals received by facsimile. The University shall, at the specified opening date and time, open all proposals that are otherwise in order. The University will allow interested parties to attend such opening for purposes of identifying which vendors have responded. The University will make no immediate decision at such time and there will be no disclosure of any information contained in any proposal until after formal notice of award or thirty days after Best and Final Offers, whichever occurs first. The University will hold unopened any proposals received after the closing date and time and will not consider such proposals. The University reserves the right to retain or dispose of such proposals at its discretion; however, the University may return such proposals to their related vendors, but only at such vendor's request and at no cost or expense whatsoever to the University.

**It is the vendor's responsibility to make sure the proposal is received at the specified location before the opening time.**

If only one proposal is received, Purchasing may delay the opening in order to determine why other vendors did not respond and to encourage other vendors to respond.

#### **2.5.1 Proposal Costs**

The University is not liable in any manner or to any extent for any cost or expense incurred by any vendor in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this ITN. Such exemption from liability applies whether such costs are incurred directly by the vendor or indirectly through the vendor's agents, employees, assigns or others, whether related or not to the vendor.

#### **2.5.2 Faxes Not Accepted**

The University shall not accept proposals received by fax.

#### **2.5.3 Response Format**

Vendors shall ensure that the original and each copy are individually bound, preferably in flat bound format (e.g., IBICOMB bound 8 ½ x 11) to facilitate filing. When submitting more than one (1) proposal, vendors shall ensure that units are clearly marked; for example, as "Original of Proposal One", "Copy One of Proposal One", "Original of Proposal Two", "Copy One of Proposal Two", and so on.

- Submit one (1) copy of the initial response on CD or PC compatible disk, preferably in Word® and/or Excel®. The original response must contain the original manual signature of the authorized person signing the proposal and the electronic copy of the proposal.
- Submit one (1) original and five (5) copies of the Vendor's proposal in hard copy form.
- The outer carton of the response must include the ITN number & title, company name and due date.
- The Vendor's response must include the information and required submittals described, tabbed and numbered as shown in section 5 with all information appearing in the Tab in which it was requested.



- Questions and requests for information should not be rearranged, regrouped, or divided in any way.
- All information and required submittals requested MUST BE in hardcopy and included in your written response.
- Information submitted that is not requested by the University may be considered to be supplemental and not subject to evaluation by the committee members.
- If there is any information or required submittals which due to size or binding cannot be incorporated following the proper tab, the Vendor must provide information following the numbered tab telling the evaluator where the information can be found in the response.
- Paper copies of responses must be tabbed, headed and numbered exactly as outlined in each section and the required information must be provided in the section under which it was requested by the University. Responding companies may not combine or reorganize the headings and/or requests for information or indicate that the information will be included in another section.

#### **2.5.4 Withdrawal of ITN**

Vendors may withdraw their proposals any time prior to the ITN opening date. Vendors may request to withdraw their proposals after the ITN opening date and time prior to selection and notice of award. The University shall have sole authority to grant or deny such a request. In the event the University grants such a request, it may withhold issuing future ITN's to such vendors.

#### **2.5.5 University's Right to Use Vendor's Ideas/Proprietary Information**

If the vendor needs to submit proprietary information with the proposal, the vendor shall ensure that it is enclosed in a separate envelope from the proposal and that it is clearly designated and conspicuously labeled as such.

The University shall have the right to use any ideas that are contained in any proposal received in response to this ITN, along with any adaptation of such ideas. Selection or rejection of the proposal shall not affect the University's right of use provided, however, that the University will, in good faith, honor any vendor information that is clearly designated and conspicuously labeled as proprietary and the University concurs that the information is proprietary, that trade secrets or other proprietary data contained in the proposal documents shall be maintained as confidential in accordance with procedures promulgated by the Purchasing Official and subject to limitations in Florida or Federal law. Pricing information cannot be considered proprietary. The University shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know that such information was proprietary.

## **2.6 Evaluation Process and Award**

### **2.6.1 Contractual Intent/Right to Terminate and Recommence ITN Process**

The University intends to contract with vendor(s) whose proposal is/are considered to be in the best interests of the University. However, the University may terminate this ITN process at any time up to notice of award, without prior notice, and without liability of any kind or amount. Further, the University reserves the right to commence one or more subsequent ITN processes seeking the same or similar products or services covered hereunder.

### **2.6.2 Effective Period of Proposals**

Under this ITN, the University shall hold that vendors' responses to this ITN shall remain in effect for a period of **ninety (90) days** following the opening date in order to allow time for evaluation, negotiation, and award of the contract. Any vendor who does not agree to this condition shall specifically communicate in its proposal such disagreement to the University, along with any proposed alternatives. The University may accept or reject such proposed alternatives without further notification or explanation.

### **2.6.3 Proposal Acceptance/Rejection**

The University reserves the right to reject any or all proposals. Such rejection may be without prior notice and shall be without any liability of any kind or amount to the University. The University shall not accept any proposal that the University deems not to be in its best interests. The University shall reject proposals submitted after the opening date and time.

### **2.6.4 Errors and Omissions in Vendors Proposals**

The University may accept or reject any vendor's proposal, in part or in its entirety, if such proposal contains errors, omissions, or other problematic information. The University may decide upon the materiality of such errors, omissions, or other problematic information.

### **2.6.5 Determination of and Information Concerning Vendor's Qualifications**

The University reserves the right to determine whether a vendor has the ability, capacity, and resources necessary to perform in full any contract resulting from this ITN. The University may request from vendors information it deems necessary to evaluate such vendors' qualifications and capacities to deliver the products and/or services sought hereunder. The University may reject any vendor's proposal for which such information has been requested but which the vendor has not provided. Such information may include, but is not limited, to:

- Financial resources (audited financial statement)
- Personnel resources
- Physical resources
- Internal financial, operating, quality assurance, and other similar controls and policies
- Resumes of key executives, officers, and other personnel pertinent to the requirements of the ITN
- Customer references of a size and scope equal to that of UNF. References are to include the name of the college or university, the name and all contact information for the best individual on campus to respond to our inquiries.
- Disclosures of complaints or pending actions, legal or otherwise, against the vendor

### **2.6.6 Apparently Conflicting Information Obtained by Vendor**

The University is under no obligation whatsoever to honor or observe any information that may apparently conflict with any provision herein, regardless of whether such information is obtained from any office, agent, or employee of the University. Such information shall not affect the vendor's risks or obligations under a contract resulting from this ITN.

### **2.6.7 Rejection of Vendor Counter-offers, Stipulations and Other Exceptions**

Any vendor exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted in writing by the University and thereafter incorporated into any contract resulting from this ITN.

### 2.6.8 **Method of Award**

The evaluation of each response to this ITN will be based on its overall competence, compliance, format, and organization. The award shall be made to the responsible vendor whose proposal is determined to be the most advantageous to the University taking into consideration the items listed below.

Proposals shall be evaluated by the ITN Evaluation Committee to determine a short list of companies whose written response best addresses the University's priorities. The University, after initial written responses have been evaluated, shall utilize the following negotiation process:

The University may determine a short list of companies to proceed to a demonstration phase of the process. Short listed companies may be required to provide an in person presentation for the evaluation committee. The University may then enter the negotiation phase with one or more companies that presented. At the conclusion of this negotiation process, companies in whose offer the University is still interested will be asked to submit a written best and final offer to memorialize all agreements reached during negotiations and to extend additional benefits to the University, if desired. An invitation to submit a best and final offer is not automatic. The University reserves the right to negotiate with any vendor at any time during the process, even if the vendor did not initially make the short list. The negotiation process will stop upon submission of the "best and final" offers and companies will not be allowed to make further adjustments to their offers or communicate further with the University except to respond to requests for clarification from the Committee. The final decision of the Evaluation Committee shall be based upon the initial written response (as described in Section 2.4.10 Proposal Organization), presentations, negotiation sessions, and best and final offers. Such a decision may be subject to approval by the Vice President for Administration and Finance and/or the President of the University.

Vendors whose proposals are not accepted will be notified after a contractual agreement exists between the University and the selected proposer or when the University rejects all proposals.

The contract will consist of the University's ITN, the proposal with any and all revisions (including the Best and Final Offer), award letter, and/or purchase order, and/or the signed agreement between the parties, as stated in that agreement.

The immediate objective of this process is to identify Best Value vendors that can serve the University well and provide attractive pricing for products and services. The University shall determine the short list of vendors after evaluating each of them on the following points below.

When multiple responses that are equal in all respects are received to a competitive solicitation or quote process, the University will give preference to responses that include commodities manufactured in the state, Florida businesses, businesses with a drug-free workplace program, and/or out-of-state manufacturers located in the state to determine the contract award, or, if these conditions do not exist or are the equivalent between two or more responses, the contract award will be determined by the toss of a coin.

#### **2.6.8 (a) Evaluation Process**

The evaluation process will include:

- ☐ **ITN Response:** The evaluation team will evaluate written responses to the ITN.
- ☐ **Financial Considerations:** The evaluation committee will assess the cost of the proposal and services provided by vendors.

- ❑ **Implementation:** The awarded vendor will engage with University's staff to develop a detailed Statement of Work, describing all the requirements to execute this event.

## **2.6.8 (b) Evaluation Criteria**

Vendor's solution "fit" to the University's requirements  
Cost Proposal  
Video Production Services  
Experience & Qualifications

### **2.6.9 Selection, Negotiation, Additional Information**

Although the University reserves the right to negotiate with any vendor(s) to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive vendor or vendors without further discussion, negotiation, or prior notice. The University may presume that *any proposal is a best-and-final offer*.

### **2.6.10 Pre-Award Presentations**

The University reserves the right to require presentation from the highest ranked vendors in which they may be asked to provide information in addition to that provided in their proposals.

### **2.6.11 Pre-Award Negotiations**

The University reserves the right to negotiate prior to award with the highest ranked vendors for purpose of addressing the matters set forth in the following list, which may not be exhaustive. Negotiations may be in person, by teleconference, or by video-conference as the best interest of the university indicates.

- Resolving minor difference and editing errors
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from vendors regarding key points
- Obtaining the lowest and best pricing and/or revenue agreement

### **2.6.12 Best and Final Offers:**

At the conclusion of negotiations, the university will solicit written best and final offers from the firm(s) with whom negotiations have been successful to date. The best and final offer(s) will be reviewed after which the successful vendor will be recommended for award to the Director of Purchasing.

### **2.6.13 Notice of Proposal Protest Bonding Requirement**

**Protest Procedures:** Any qualified offeror who is adversely affected by the University's decision may file a written notice of intent to protest within 72 hours to the purchasing department after University posting of the Notice of Intended Decision. The protesting firm must reduce its complaint to written petition and file it with the University purchasing department within ten (10) calendar days from registration of the original complaint. If the competitive solicitation documents require the posting of a bond with the protest, the bond

shall be included with the protest. A bond, payable to the University of North Florida, in an amount equal to: 10% of the estimated value of the protestor's proposal; 10% of the University's estimate of the total volume of the contract, or \$10,000, whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the vendor. Failure to file a notice of protest or the written petition, including posting of the required protest bond, shall constitute a waiver of the right to protest proceedings.

Upon receipt of the formal written petition filed in accordance with this regulation the President, or the President's designee, shall delay the execution of the contract until the protest is resolved by mutual agreement between the parties or by final presidential action, unless the President shall make a finding and declares that such delay would cause serious danger to the public health, safety or welfare.

Petitions involving disputed issues of material fact shall be referred for a quasi-judicial hearing. The President shall designate an administrative law judge to conduct a hearing in accordance with University procedures. At the conclusion of the hearing, the administrative law judge shall submit a written recommended order to the President. The President shall then issue a preliminary order for final action and notify the firm of such order. The preliminary order of the President shall be final, unless the firm under consideration takes exception to such order; in which event, it may file with the President such exceptions within twenty-one (21) days of receipt of notice of the preliminary order. At the end of the period for filing exceptions, the President will review the preliminary order and any exceptions that have been filed, and will render the final order. The decision of the President is final. Appellate review of the final order shall be in accordance with the requirements of Rule 9.190(b) (3), Florida Rules of Appellate Procedure.

#### **2.6.14 Vendor's Need to Use Proprietary Rights of the University**

All information proprietary to the University and disclosed by the University to any vendor shall be held in confidence by the vendor and shall be used only for purposes of the vendor's performance under any contract resulting from this ITN.

#### **2.6.15 Public Record**

On the earlier of (i) the time University provides notice of an intended decision, or (ii) 30 days after receipt of Best and Final Offers, vendor proposals become public record and are available for review during the University's regular office hours. The University will, in good faith and to the extent allowed by law, honor any vendor information that is clearly designated and conspicuously labeled as proprietary, and the University agrees that the information is proprietary. The University shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know, nor could not have reasonably known, that such information was proprietary.

### **3.0 DEFINITIONS**

#### **3.1 Agreement/Contract**

All types of agreements entered into by the University, regardless of what they may be called, for the procurement of materials, services or construction, or the disposal of materials. The meaning is interchangeable.

### **3.2 Customer or Client**

Unless otherwise, implied by the context of the specific provision within this ITN, "Customer" means a customer of the vendor, other than the University.

### **3.3 May, Should**

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

### **3.4 Must, Shall, Will, Required**

Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in rejection of your proposal as non-responsive.

### **3.5 Proposal**

The entirety of the vendor's responses to each point of this ITN, including any and all supplemental offers or information not explicitly requested within this ITN.

### **3.6 Invitation to Negotiate (ITN)**

A competitive negotiation process. It is not to be confused with an Invitation to Bid (ITB) in which goods or services are precisely specified and price is substantially the only competitive factor. This ITN provides the University the flexibility to negotiate to arrive at a mutually agreeable relationship. Price will be considered, but will not be the only factor of evaluation.

### **3.7 Response**

Same as Proposal

### **3.8 Successful Vendor**

Any vendor selected by the University to receive a notice of award as a result of this ITN and to enter into a contract to provide the University with the products or services sought by this ITN.

### **3.9 University**

The University Of North Florida Board Of Trustees is the public body corporate of the University.

### **3.10 Vendor**

For purposes of this ITN, "Vendor" means any entity responding to this ITN with the intention of winning the resulting award of contract, performing the work, and/or delivering the goods specified herein.

### **3.11 Vendor's Proposal**

Same as Proposal

### **3.12 Vendor's Response**

Same as Proposal

## **4.0 AGREEMENT TERMS AND CONDITIONS**

The following are the Terms and Conditions that will become part of any Agreement consummated between the University and the Successful Vendor. In the event of a conflict between any provision contained in any

of the documents governing this transaction, the following shall be the order of precedence: Agreement; Invitation to Negotiate; Proposal.

#### **4.1 Actions of Successful Vendor**

The University is under no obligation whatsoever to be bound by the actions of any successful vendor with respect to third parties. The successful vendor is not a division or agent of the University.

#### **4.2 Advertising**

The successful vendor shall not advertise or publish information concerning the agreement without prior written consent of the University. The University shall not unreasonably withhold permission.

#### **4.3 Americans with Disabilities Act**

The successful vendor shall comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the act.

#### **4.4 Certification**

By signature on the "Proposal Certification" form included herein, the vendor certifies that the submission on the proposal did not involve collusion or other anti-competitive practices. The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. In addition, vendor certifies whether or not an employee of the University has, or whose relative has, a substantial interest in any agreement subsequent to this ITN. Vendor also certifies their status with regard to debarment or suspension by any federal entity.

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting agreement.

Any resulting agreement may be subject to legal remedies provided by law. Vendor agrees to promote and offer to the University only those services and/or materials as stated in and allowed for under resulting agreement(s).

#### **4.5 Conflict of Interest**

The award hereunder is subject to the provisions of Chapter 112, F.S. Vendors must disclose with the proposal the name of any officer, director, or agent who is also an employee of the University of North Florida. Further, all vendors must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.

#### **4.6 Discrimination**

An entity or affiliate who has been placed on the discriminatory list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a Vendor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.

#### **4.7 Drug Free Workplace**

The successful vendor agrees that in the performance of the agreement, neither the successful vendor nor any employee of the successful vendor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the agreement. The University reserves the right to request a copy of the successful vendor's Drug Free Workplace Policy. The successful vendor further agrees to insert a provision similar to this statement in all subcontracts for services required.

#### **4.8 Equal Opportunity Statement**

The University of North Florida Board of Trustees has established equal opportunity practices that conform to both the spirit and the letter of all laws and regulations that prohibit discrimination based on race, creed, color, sex, sexual orientation, age, national origin, marital status or religion, including, without limitation, the provisions of Executive Order 11246 (**EEO and Affirmative Action Guidelines for Federal Contractors Regarding Race, Color, Gender, Religion, and National Origin**) and the provisions of University of North Florida Regulation 1.0040 (Equal Opportunity & Diversity Statement). The contracting party will adhere to such provisions and provide to the University, upon request, evidence of compliance with such provisions. A failure to so adhere or to provide such evidence shall constitute a material default under the agreement. The contracting party will comply with all laws and regulations prohibiting discrimination based upon disability and will utilize reasonable efforts to attract, enlist and recruit individuals with disabilities.

#### **4.9 Federal, State, and Local Taxes, Licenses and Permits**

Successful vendor is solely responsible for complying with all laws, ordinances, and regulations on taxes, licenses, and permits as they may apply to any matter under this ITN. The successful vendor must demonstrate that they are duly licensed by whatever regulatory body may require during the performance of the agreement. Prior to the commencement of agreement, the successful vendor shall be prepared to provide evidence of such licensing as may be requested by the University. Successful vendor shall, at no expense to the University, procure and keep in force during the entire period of the Agreement all such permits and licenses.

#### **4.10 Inspection and Audit**

The Vendor agrees to maintain at its place of business records, books, account information and related materials relevant to this Agreement. The University and the Auditor General of the State of Florida, or any of their authorized representatives, will have the right upon reasonable notice to inspect such materials or obtain copies thereof, whether by their own representatives or by certified public accountants, during reasonable business hours and in a manner that does not disrupt the Vendor's business operations. The Vendor agrees to retain any documents relevant to the Agreement for a period of at least three (3) years after the final payment or termination of the Agreement, whichever is later. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute resolved. The Vendor's invoices for payment or other compensation shall be submitted in detail sufficient for proper pre-audit and post-audit review. The Vendor agrees to include this provision in any contract it has with any subcontractor, consultant or agent whose services will be charged directly or indirectly to the Agreement.

#### **4.11 Liens**

Each successful vendor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the successful vendor.



#### **4.12 Modifications**

The agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.

#### **4.13 Non-Discrimination**

The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

#### **4.14 Sales and Use Tax**

The successful vendor agrees to comply with and to require all of his subcontractors to comply with, all the provisions of applicable law. The successful vendor further agrees to indemnify and hold harmless the University from any and all claims and demands made against it by virtue of the failure of the successful vendor or any subcontractors to comply with the provisions of any and all said laws. The University is a tax immune sovereign exempt from state sales and use tax.

#### **4.15 Sexual Harassment**

Federal law and the policies of the University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees, or a hostile or a offensive academic environment for University students. University vendors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. The employer of any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the agreement to cause such person to be removed from the project site and from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

#### **4.16 Small Business**

University is an equal opportunity institution and, as such, encourages the use of small businesses, including women and minority-owned small businesses, in the provision of goods and services. Vendor shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses.

#### **4.17 Sustainability Preferences**

The University's purchasing directives support the purchase of products that will minimize any negative environmental impacts of our work. In order to facilitate a healthy market in recycled products, all parties involved in the procurement and utilization of materials must engage in both waste recycling and the initial purchase of products containing recycled content. It is in the interest of public health, safety and welfare, and the conservation of energy and natural resources, to use and promote environmentally responsible products as well as energy efficient fixtures, appliances and mechanical equipment used in new construction and retrofit of University facilities.

#### **4.18 Assignment-Delegation**

No right or interest in the agreement shall be assigned or delegation of any obligation made by successful vendor without written permission of the University. Any attempted assignment or delegation by successful vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

#### **4.19 Assignment of Anti-Trust Overcharge Claims**

The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, successful vendor hereby assigns to the University any and all claims for such overcharges.

#### **4.20 Force Majeure**

Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of the agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

#### **4.21 Furnish and Install**

The items specified in this solicitation will be provided on a furnished and installed basis. The successful vendor shall have the complete responsibility for the items or system until it is in place and working. Any special installation preparation and requirements must be submitted to the University. All transportation and coordination arrangements will be the responsibility of the successful vendor. Delivery of equipment will be coordinated so that items or systems will be delivered directly to the installation site. This effort will minimize risk of damage and avoid double handling.

#### **4.22 Indemnification/Hold Harmless**

The successful vendor shall indemnify, defend, and hold harmless the University of North Florida Board of Trustees, the State of Florida and the Florida Board of Governors, its officers, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of successful vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the agreement. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by successful vendor and third party infringement under the agreement.

#### **4.23 Insurance Requirements**

The Successful Vendor shall purchase from, and maintain with, a company or companies lawfully authorized to do business in Florida and acceptable to the University such insurance as will protect the Successful Vendor from claims arising out of, or resulting from, the Successful Vendor's operations under the Agreement and for which the Successful Vendor may be legally liable, whether such operations be by the Successful Vendor or by their subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be issued and countersigned by representatives of such companies duly authorized for the State of Florida and shall be written on ISO standard forms or their equivalents. The Successful Vendor shall file with the University Certificates of Insurance prior to the commencement of this Agreement and shall file Certificates of Insurance evidencing the renewal of such policies at least thirty (30) days prior to the date that each applicable insurance policy is scheduled to expire. **The University of North Florida Board of Trustees, the State of Florida and their officers, agent and employees must be named "additional insured" by written policy endorsement on automobile and general liability policies.**

General Liability Insurance – The Successful Vendor shall provide the ISO Commercial General Liability policy for general liability coverage for limits equal to the greater of \$1,500,000 per occurrence and \$2,000,000 aggregate or such larger amount required elsewhere in the ITN.

Coverage shall be maintained without interruption from date of commencement of work until date of final payment.

Worker's Compensation - The Successful Vendor shall secure and maintain for the life of this Agreement valid Worker's Compensation Insurance as required by chapter 440, Florida Statutes.

Automobile Liability - The Successful Vendor shall secure and maintain during the life of this Agreement Automobile Liability insurance on all vehicles against bodily injury and property damage in at least the amount of \$200,000.00 per person, \$500,000.00 per occurrence.

Additional Coverage's - The Successful Vendor shall secure and maintain for the term of this Agreement any additional insurance coverage required elsewhere in the ITN.

#### **4.24 Protection of Property**

The successful vendor shall at all times guard against damage or loss to the property of the University, or of others or vendors, and shall be held responsible for replacing or repairing any such loss or damage. The University may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful vendor or their agents. The successful vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

#### **4.25 Labor Disputes**

Successful vendor shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance of the agreement.

#### **4.26 Laws and Regulations**

Successful vendor(s) are solely responsible for keeping themselves fully informed of, and faithfully observing all laws, ordinances, and regulations affecting the rights of their employees and shall protect and indemnify the University, its officers and agents against any claims of liability arising from or based on any violation thereof.

#### **4.27 No Replacement of Defective Tender**

Every tender of goods must fully comply with all provisions of the agreement as to time of delivery, quantity, and the like. If a tender is made which does not fully conform, this shall constitute a breach and successful vendor shall not have the right to substitute a conforming tender.

#### **4.28 No Waiver of Right by the University**

No waiver by University of any breach of the provisions of the agreement by the successful vendor shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the agreement.

#### **4.29 Parking**

The successful vendor shall obtain all parking permits and/or decals that may be required while performing project work on University premises. The successful vendor should contact Parking Services at: <http://capricorn.anf.unf.edu/parkingservices>

#### **4.30 Payment Terms**

The University's obligation is payable only and solely from funds appropriated for the purpose of the Agreement. The University shall mail the Successful Vendor's payment within 40 days after receipt of an acceptable invoice and receipt, inspection and acceptance of the goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to mail payment within 40 days shall result in the University paying interest at the rate established pursuant to Florida Statutes Section 55.03(1). These provisions apply only to any undisputed amounts for which payment has been authorized.

#### **4.31 Prior Course of Dealings**

No trade usage, prior course of dealings, or course of performance under other agreements shall be a part of any agreement resulting from this ITN; nor shall such trade usage, prior course of dealing, or course of performance be used in the interpretation or construction of such resulting agreement.

#### **4.32 Public Entity Crime**

A person or affiliate who has been placed on the convicted list by the Department of Management Services, State of Florida, may not submit a proposal on a contract to provide any goods or services, including construction, repairs, or leases and may not be awarded or perform work as a vendor, supplier, subcontractor, or consultant for the University for a period of 36 months from the date of being placed on the convicted list, a "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or any entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime (Rule 6C1-3.020 FAC).

#### **4.33 Public Records**

All proposal information submitted and opened becomes subject to the Public Records Law set forth in Chapter 119 F.S. effective June 2, 2011

Any resulting agreement may be unilaterally canceled for refusal by the vendor to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 F.S., and made or received by the successful vendor in conjunction with the agreement.

#### **4.34 Referencing of Orders**

For each order issued against an agreement resulting hereunder, the University intends in good faith to reference this ITN for pricing, terms and conditions, delivery location, and other particulars. However, in the event the University fails to do so, the University's right to such terms and conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to the University.

#### **4.35 Remedies and Applicable Law**

The agreement shall be governed by and construed in accordance with the laws of the State of Florida and the rule and regulations of the Florida Board of Governors and the University. University and successful vendor shall have all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the agreement shall be instituted in the appropriate courts in Florida.

#### **4.36 Right of Offset**

The University shall be entitled to offset against any sums due the successful vendor, any expenses or costs incurred by the University, or damages assessed by the University concerning the successful vendor's non-conforming performance or failure to perform the agreement, or any other debt owing

the University including expenses, costs and damages described in the termination provisions contained herein.

## **4.37 Termination**

### **4.37.1 Convenience**

The University reserves the right to terminate the agreement, in whole or part, at any time when in the best interests of the University without penalty or recourse. Upon receipt of the written notice, the successful vendor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the University. In the event of termination under this provision, all documents, data and reports prepared by the successful vendor under the agreement shall become the property of and delivered to the University. The successful vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the successful vendor's sole remedy against the University in the event of termination under this provision.

### **4.37.2 Default**

The University reserves the right to terminate the agreement, in whole or in part, due to the failure of the successful vendor to comply with any term or condition of the agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the agreement. The University shall provide written notice of the termination and the reasons for it to the successful vendor. Upon termination under this provision all goods, materials, documents, data and reports prepared by the successful vendor under the agreement shall become the property of, and be delivered to, the University on demand. The University may, upon termination of the agreement, procure, on terms and in the manner that it deems appropriate, material or services to replace those under the agreement. The successful vendor shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services.

### **4.37.3 Gratuities**

The University may, by written notice to the successful vendor, cancel the agreement if it is discovered by the University that gratuities in the form of entertainment, gifts or other were offered or given by the successful vendor, or any agent or representative of the successful vendor, to any officer or employee of the University with a view toward securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such agreement. In the event the agreement is canceled by the University pursuant to this provision, University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by successful vendor in providing such gratuities.

### **4.37.4 Insolvency**

The University shall have the right to terminate the agreement at any time in the event successful vendor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against successful vendor and not discharged within thirty (30) days; or if successful vendor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for successful vendor or its business.

#### **4.37.5 Lack of Funds**

The agreement may be canceled without further obligation on the part of the University in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The successful vendor shall be notified in writing of such non-appropriation as soon as reasonably possible. No penalty shall accrue to the University in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit the University to terminate the agreement in order to acquire similar equipment, material, supplies or services from another party.

#### **4.37.6 Stop Work Order - **Not Applicable for ITN 12-12****

~~The University may at any time, by written order to the successful vendor, require the successful vendor to stop all or any part of the work called for by the agreement for a period of ninety (90) days after the order is delivered to the successful vendor, and for any further period to which the parties may agree. The order shall be specifically identified as a Stop Work Order issued under this provision. Upon receipt of the order, the successful vendor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the successful vendor shall resume work. The University shall make an equitable adjustment in the delivery schedule or agreement price, or both, and the agreement shall be amended in writing accordingly.~~

#### **4.37.7 Suspension or Debarment**

The University may by written notice to the successful vendor immediately terminate the agreement if the University determines that the successful vendor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but limited to, being disapproved as a subcontractor vendor of any public procurement unit or other governmental body.

#### **4.37.8 Continuation of Performance Through Termination**

The successful vendor shall continue to perform, in accordance with the requirements of agreement, up to the date of termination as directed in the termination notice.

#### **4.38 Title and Risk of Loss - **Not Applicable for ITN 12-12****

~~The title and risk of loss of the goods shall not pass to University until University actually receives the goods at the point or points of delivery.~~

#### **4.39 Representations and Warranties**

In addition to any implied warranties, Successful Vendor represents and warrants:

- (a) The goods furnished will conform to the specifications, drawings, and descriptions listed herein, and to the sample or samples furnished by the Successful Vendor, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- (b) All personnel engaged in the performance of this Agreement shall be qualified to perform the services rendered and shall be properly licensed and otherwise authorized to do so under all applicable laws.
- (c) All information and documentation supplied by Vendor to the University in the solicitation is true and correct and Vendor has not failed to disclose any matter which, if known to the University, would disqualify Vendor from participation in the ITN.

#### **4.40 No Limitation of Liability; Mutuality of Remedies**

The University does not consent to any limitation of the liability of the Successful Vendor for injury, loss or damage arising in connection with the Agreement, for any breach of the Agreement, or for any breach of any representation or warranty by Successful Vendor. The University does not consent to limitations on the amount of money damages or to limitations on its right to recovery special, incidental, indirect, consequential or exemplary damages when proven. Nothing in the Agreement shall be construed to deny to Successful Vendor or the University any remedy available to either under the laws of the State of Florida.

#### **4.41 Governing Law**

The Agreement shall be construed in accordance with and governed by the substantive laws of the State of Florida, without regard to conflict of laws principles.

#### **4.42 Confidentiality**

The University is governed by the Florida Public Records Law, Chapter 119, Florida Statutes. The Florida Public Records law imposes restrictions on the University's ability to maintain the confidentiality of agreements and other data not constituting trade secrets. University shall have no liability for the release of the Agreement, related documents, correspondence or other materials to a third party if the University, in its reasonable discretion, determines that such release is required by the Florida Public Records Law provided, however, that as to any materials identified as confidential in the Agreement, the University will endeavor to provide Vendor five (5) days advance written notice of its intended release of such materials.

### **5.0 SPECIFICATIONS AND PROPOSAL REQUIREMENTS**

Please respond to each numbered requirement separately, address each following the tabular format requested below.

**Tab 1:** A one to two page executive summary of the Vendor's proposal, including brief descriptions of the company's expertise procuring a contract the size and scope described in the ITN, and how the Vendor plans to address the University's event requirements.

**Tab 2:** Completed and signed ITN Certification of Proposal form (page 26) and signed and completed acknowledgement forms for any addenda (page 27) issued.

**Tab 3:** Contact name(s) and title(s) of the individual(s) responsible for the company's proposal and negotiation during this ITN process. Please include the organizational chart beginning with your account management team through CEO of your company.

**Tab 4:** In this Section, Vendors shall provide a brief corporate history and overview, inclusive of:

1. Provide the date of your company's founding and the number of years providing these services.
2. Provide your company's applicable "boilerplate" agreement and services contract.
3. List five (5) sporting events, one of which should be a track or road race event where you managed the video production services.

4. Provide references from three (3) past events of similar size and scope to the University's. Please include only references within the last three years. If applicable, please list examples of services rendered in the State of Florida, particularly within institutions of higher learning. UNF may contact these references during the evaluation process.

**Include:**

- a) Institution / Location Name
- b) Contract Administrator
- c) Phone no.
- d) Email Address
- e) Title
- f) Address
- g) Services provided

**Tab 5:** Responses should address all requirements listed in this section. The University will give preference to vendors that can clearly demonstrate that they are able to meet these production service requirements over vendors that claim to be able to provide these services requirements.

UNF Athletics is looking for a production company to supply the following services and products:

- 1. One (1) LED video display, large enough for all spectators and participants to view from a grandstand capable of seating 9,000 people
- 2. Video display graphics production equipment
  - Post video of competitions, timing, scoring, standings, etc.
- 3. Multi camera video display production
  - At least three (3) cameras to cover multiple angles of the events in their entirety per the following schedule.

Thursday, May 24<sup>th</sup>

- First field event begins at 11 a.m.; last field event begins at 5:30 p.m.
- First running event begins at 4:30 p.m.; last running event begins at 9:40 p.m.

Friday, May 25<sup>th</sup>

- First field event begins at 11 a.m.; last field event begins at 5 p.m.
- First running event begins at 5 p.m.; last running event begins at 9:30 p.m.

Saturday, May 26<sup>th</sup>

- First field event begins at 11 a.m.; last field event begins at 5 p.m.
- First running event begins at 6 p.m., last running event begins at 9:45 p.m.



- Crew capable of handling all camera and graphic production
4. Live web streaming of the video production to a designated website
  5. Stand-alone support structure(s)
  6. Vendor is responsible for supplying power for their equipment
  7. Vendor is responsible for all set-up and breakdown
  8. Vendor is responsible for all travel and shipping expenses

**UNF will supply the following services:**

- Pre-event information
- 24-hour security
- Credentials and parking passes
- Sponsorship logos

**Tab 6:** Provide an installation plan for all equipment. While a detailed installation plan will be finalized during final negotiations and project planning, the University would like to have a general understanding of your proposed installation schedule. The awarded vendor will be responsible for all equipment installation, testing, and tear down to provide complete turnkey video production services.

Indicate any University resources you may expect related to the installation.

**Tab 7:** Equipment and Production Service Pricing. Submit detail line item pricing for all the equipment and services listed in tab 5 and 6.

***The remainder of this page intentionally left blank***

**Exhibit A**  
**Certification of Proposal**

Explanation: This certification attests to the vendor's awareness and agreement to the content of this ITN and all accompanying provisions contained herein.

Action: Vendor is to ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to Invitation to Negotiate number **ITN# 12-12** issued by the University of North Florida. The undersigned, as a duly authorized officer, hereby certifies that

\_\_\_\_\_  
(Vendor Name)

Agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced Invitation to Negotiate (ITN) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the ITN. The proposal shall remain in effect for a period of ninety (90) calendar days as of the Due Date for responses to the ITN.

The undersigned certifies that to the best of his/her knowledge: (check one)

\_\_\_ There is no officer or employee of the University who has, or whose relative has, a substantial interest in any contract award subsequent to this proposal.

\_\_\_ The names of any and all public officers or employees of the University who has, or who's relative has, a substantial interest in any contract award subsequent to this proposal are identified by name as part of this submittal.

The undersigned further certifies that their firm (check one) \_\_\_**IS** or \_\_\_**IS NOT** currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action. Person(s) authorized to negotiate in good faith on behalf of this firm for purposes of this Invitation to Negotiate are:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Signature of Authorized Officer

\_\_\_\_\_

Printed Name

\_\_\_\_\_

**Exhibit B**  
**Addendum Acknowledgment Form (ITN 12-12)**

**I, the undersigned, acknowledge the receipt of:**

**Addendum No: \_\_\_\_\_ through Addendum No: \_\_\_\_\_**

**Please note receipt of any addendum by signing and returning this form with your ITN response. Failure to return any and all addenda shall result in disqualification of that Proposer's Invitation response.**

Authorized Signature \_\_\_\_\_

Printed or Typed Name \_\_\_\_\_

Company Name \_\_\_\_\_

Date \_\_\_\_\_