



PROCUREMENT SERVICES

Invitation to Negotiate for

Stadium Wireless Network (WI-FI) System

Please mark all proposal submission envelopes with the following information:

ITN 18RL-111
Opening 01/10/2018
3:00 PM/ET

1.0	STATEMENT AND SCOPE OF WORK	5
1.1	Summary.....	5
1.2	Scope of Work.....	5
1.3	Term of Agreement.....	8
1.4	Coverage and Participation	8
1.5	University Demographics	8
2.0	EVALUATION PROCESS AND METHOD OF AWARD.....	9
2.1	<i>Method of Award</i>	9
2.2	<i>Selection, Negotiation, Additional Information</i>	9
2.3	<i>Pre-Award Presentations.....</i>	10
2.4	<i>Pre-Award Negotiations.....</i>	10
2.5	<i>Vendor Protest Procedure; Notice of Proposal Protest Bonding Requirement</i>	10
2.6	<i>Contractual Intent/Right to Terminate and Recommence ITN Process</i>	10
2.7	<i>Effective Period of Proposals.....</i>	10
2.8	<i>Proposal Acceptance/Rejection.....</i>	11
2.9	<i>Errors and Omissions in Vendors Proposals.....</i>	11
2.10	<i>Determination of and Information Concerning Vendor's Qualifications</i>	11
2.11	<i>Apparently Conflicting Information Obtained by Vendor.....</i>	11
2.12	<i>Rejection of Vendor Counter-offers, Stipulations and Other Exceptions</i>	11
2.13	<i>Vendor's Need to Use Proprietary Rights of the University</i>	11
2.14	<i>Public Record.....</i>	12
3.0	SCHEDULE OF EVENTS	12
3.1	Pre-Proposal Conference.....	12
3.2	Pre-Proposal Site Visit	12
3.3	Special Accommodations	12
4.0	PROPOSAL RESPONSE AND PREPARATION INSTRUCTIONS.....	12
4.1	Proposal Format Organization	13
4.1.1	<u>Response Format</u>	13
4.1.2	<u>Number of Proposal Copies to be Furnished</u>	18
4.1.3	<u>Bindings and Marking</u>	18
4.1.4	<u>Marking of Envelopes</u>	18
4.1.5	<u>Proposal Costs</u>	18
4.1.6	<u>Faxes or Emails Not Accepted.....</u>	18
4.2	Requirements of Proposer for Response	18
4.2.1	<u>Original ITN Document.....</u>	18
4.2.2	<u>Vendor's Understanding of the ITN</u>	19
4.2.3	<u>University Provides Information in Good Faith without Liability</u>	19
4.2.4	<u>Verbal versus Written Communication</u>	19
4.2.5	<u>Questions, Communications and Inquires between the University and Vendors.....</u>	19
4.2.6	<u>Addenda and the University's Response to Communications from Vendor</u>	20
4.2.7	<u>Pricing and/or Revenue Proposal.....</u>	20
4.2.8	<u>Revisions to the ITN.....</u>	21
4.2.9	<u>Attention to Terms and Conditions</u>	21
4.2.10	<u>Required Signature</u>	21
4.2.11	<u>Authority to Negotiate.....</u>	21
4.2.12	<u>Collusion Prohibited</u>	22
4.2.13	<u>Improper Business Relationships/Conflict of Interest Prohibited</u>	22
4.2.14	<u>Corrections, Changes, and Providing Information on Forms within the ITN.....</u>	22

4.2.15	<u>Performance and Payment Bond – N/A</u>	22
4.2.16	<u>Anti-Kickback</u>	22
4.2.17	<u>Withdrawal of ITN</u>	22
4.2.18	<u>University’s Right to Use Vendor’s Ideas/Proprietary Information</u>	22
5.0	DEFINITIONS	23
5.1	Agreement/Contract	23
5.2	Customer	23
5.3	May, Should	23
5.4	Must, Shall, Will	23
5.5	Proposal.....	23
5.6	Proprietary Information.....	23
5.7	Provider	23
5.8	Invitation to Negotiate (ITN).....	23
5.9	Respondent	24
5.10	Response.....	24
5.11	Successful Vendor	24
5.12	Supplement Agreement	24
5.13	Supplier.....	24
5.14	University of Florida, UF or University	24
5.15	Vendor.....	24
5.16	Vendor’s Proposal	24
5.17	Vendor’s Response	24
6.0	AGREEMENT TERMS AND CONDITIONS	24
6.1	Actions of Successful Vendor.....	25
6.2	Advertising	25
6.3	Americans with Disabilities Act	25
6.4	Certification	25
6.5	Conflict of Interest	25
6.6	Discrimination.....	25
6.7	Drug Free Workplace.....	25
6.8	Equal Opportunity Statement	26
6.9	Federal, State, and Local Laws and Regulations	26
6.10	Inspection, Audit and Reporting	26
6.11	Liens.....	26
6.12	Modifications.....	26
6.13	Non-Discrimination.....	27
6.14	Ownership of Documents	27
6.15	Sales and Use Tax	27
6.16	Sexual Harassment.....	27
6.17	Small Business Program	27
6.18	Tobacco Free Campus Policy.....	27
6.19	Sustainability Preferences.....	28
6.20	Assignment-Delegation.....	28
6.21	Assignment of Anti-Trust Overcharge Claims.....	28
6.22	Date for Reckoning Prompt-Payment Discount	28
6.23	Force Majeure	28
6.24	Furnish and Install.....	28
6.25	Indemnification/Hold Harmless; Liability.....	29
6.26	Insurance Requirements.....	29
6.27	Protection of Property.....	30
6.28	Labor Disputes.....	30
6.29	Laws and Regulations.....	30

6.30	No Replacement of Defective Tender	30
6.31	No Waiver of Right by the University	30
6.32	Notice to Vendors of Asbestos-Containing Materials in University Buildings	31
6.33	Parking and Identification Badges.....	31
6.34	Payment Terms	31
6.35	Price Adjustment	31
6.36	Prior Course of Dealings.....	32
6.37	Intentionally Blank.....	32
6.38	Public Entity Crime	32
6.39	Public Records.....	32
6.40	Referencing of Orders.....	32
6.41	Remedies and Applicable Law	32
6.42	Right of Inspection	32
6.43	Right of Offset.....	32
6.44	Shipment Under Reservation Prohibited	33
6.45	Specifications: Brand Name or Acceptable Alternate	33
6.46	Successful Vendor to Package Goods	33
6.47	Termination	33
6.47.1	<u>Convenience</u>	33
6.47.2	<u>Default</u>	34
6.47.3	<u>Gratuities</u>	34
6.47.4	<u>Insolvency</u>	34
6.47.5	<u>Lack of Funds</u>	34
6.47.6	<u>Stop Work Order</u>	34
6.47.7	<u>Suspension or Debarment</u>	35
6.47.8	<u>Continuation of Performance Through Termination</u>	35
6.48	Title and Risk of Loss.....	35
6.49	Warranties	35
6.50	Payment Card Industry Data Security Standard.	35
6.51	Payment and Invoice Information	35
7.0	Certifications and Forms.....	37
7.1	Certification of Proposal.....	37

1.0 STATEMENT AND SCOPE OF WORK

1.1 Summary

The University of Florida (“UF”) is seeking proposals from vendors with extensive expertise in design and implementation of an 802.11ac wireless network (WI-FI) system with advanced services capabilities within the Steve Spurrier – Florida Field at Ben Hill Griffin Football Stadium in Gainesville, Florida. The overall objectives for this project are to provide a fully functional and integrated total wireless system which meets the capacity need and to enhance the fan experience.

1.1.1 Current State

Ben Hill Griffin Stadium is currently served by a neutral host Distributed Antenna System (DAS) used by two major wireless carriers, with a third carrier anticipated to join for the Fall 2018 season. The system is undergoing an expansion to accommodate additional sectors and includes an enlarged headend equipment building located under the ramp in the southeast corner by the service drive area. More than 315 antennas are currently installed for the DAS and the use of stealth technology to conceal the antennas is evident throughout the facility. For example, antennas are aesthetically hidden in the Gator head logo flagpoles and in each of the section signs at the entrance to the Bowl Seating Areas. Coordinate all system design and installation work to eliminate any impact to the existing DAS service.

Numerous UF and University Athletic Association (UAA) office locations throughout the stadium currently have Wi-Fi service via the existing UF or UAA networks. The stadium Wi-Fi design and provider should understand this current use and coordinate with UF and UAA for an event type scenario that minimizes interference between the systems.

1.2 Scope of Work

University of Florida desires a wireless network (WI-FI) which will provide adequate coverage within Ben Hill Griffin Football Stadium during football games. The fundamental purpose of the venue wireless system is to significantly enhance the coverage for all required wireless services expected to enhance the fan experience. UF expects the 802.11ac wireless services Proposer to have the following responsibilities:

1. Provide all viable solution offerings for the University’s consideration. Recommend and incorporate proven technological solutions and services that meet or exceed these specifications and guidelines.
2. Perform a full wireless survey, design, install, test and tune at full capacity an 802.11ac wireless network.
3. The 802.11ac wireless services Proposer shall deploy or use stealth antennas to minimize the visual effects of the installations. Aesthetics requirements on campus are rigid and must be followed.
4. Final certification and acceptance completed to UFIT Infrastructure and Communications Technology satisfaction and standards.
5. Technology transfer and operation hand off to UFIT Infrastructure and Communications Technology Unit.
6. Meet all current and future FCC mandates.

1.2.1 Technical Requirement and Proposal Components

The 802.11ac wireless solution shall be implemented with state-of-the-art, yet proven, technology approved by UFIT during the design process. It must also be flexible enough to accommodate the rapid evolution of wireless technologies and business applications without a major overhaul or upgrade. The proposed solution will be based on the following design parameters:

1.2.2 Signal Coverage and Reliability:

- **Active Signal Handling:** The 802.11ac WIRELESS will have active (powered) elements that filter and amplify signals to consistently deliver wireless services at the appropriate power levels. The solution will have the flexibility to support all requested services to ensure each service has the ability to adjust and control power levels without disturbing other services.
- **RF Signal Coverage:** Detailed planning maps should be included that indicate areas requiring RF signal enhancement (including internal building coverage), detailed maps of the new predicted coverage levels (signal strength and channel capacity) and related systems design review documents. At a minimum, for 802.11ac wireless, the proposed system must deliver a data rate of .5 to 1mb to each person at the stadium's full capacity (88,548 people).
- **Fiber-Optic Transport:** The 802.11ac WIRELESS may utilize fiber optics to distribute signals within the vertical risers and for horizontal distribution. This requirement minimizes loss and interference as signals are transmitted throughout the building.
- **Broadband Distribution:** The 802.11ac WIRELESS will use Cat 6, 6A or fiber cable (or whichever the Proposer deems to be the best solution) in the horizontal runs to remote antenna units or directly to passive broadband antennas in the distribution area. These methods of broadband distribution enable each antenna point to radiate the proper level of coverage and capacity required for all requested services.
- **Centralized Power:** The 802.11ac WIRELESS architecture will support Power over Ethernet (PoE) on uninterrupted power supplies (UPS). This will allow the 802.11ac WIRELESS to utilize uninterruptible power solution options to maintain wireless coverage, in case of a power outage.

1.2.3 Manageability: A challenge in managing any wireless infrastructure is the difficulty in "seeing" how the system is performing or detect when and where problems occur. The ability for proactive management and end-to-end alarming result in rapid problem identification and resolution. It is important that the 802.11ac WIRELESS be as manageable and maintainable as traditional LAN internetworking gear. Requirements in this area include:

- **SNMP Integration:** The 802.11ac WIRELESS shall be SNMP compliant. This will allow for a smooth integration of the 802.11ac WIRELESS management system with an existing NOC environment or UF owned network management system (NMS).
- **Centralized Management System:** If the Proposer does not have an SNMP-based NMS system, then the 802.11ac WIRELESS should optionally provide a centralized management system that provides a consolidated system-wide view of the in-building deployment.

- **End-to-End Visibility:** The 802.11ac WIRELESS management system shall have the capability to provide end-to-end status information. This complete end-to-end visibility is required to enable quick root cause analysis and problem resolution.

1.2.4 Acceptance and Test Plan: The Proposer and the University of Florida are responsible for the mutually agreed development of acceptance test specifications for the installed systems. The exact scope, methodologies, procedures, and acceptance criteria for executing the acceptance tests require University of Florida approval. Said test plans must incorporate, at minimum, the following:

- Test equipment used to verify that all components of the system are functioning per specified criteria.
- Test and acceptance plan to clearly demonstrate system functionality and compliance with the specified criteria and design requirements of an 802.11ac wireless high-density installation.
- Factory-authorized service representatives must be engaged where appropriate to supervise the field assembly and connection of components and the pre-testing, testing, and adjustment of the system.
- Upon completing the installation of the system, all integrated subsystems will be aligned, adjusted and balanced as part of the pretest plan. Pre-testing will ensure system conformance to the performance requirements. Any deficiencies observed in pre-testing will be corrected. Any malfunctioning or damaged items will be replaced with new and tested until satisfactory performance and conditions are achieved.
- Upon completion of pre-tests, the University of Florida will be notified a minimum of 3 days in advance of acceptance test performance. If so desired, background system pretests will be conducted in University of Florida's presence.
- Upon the satisfactory completion of system pre-tests, operational system testing will commence to ensure system conformance to requirements and specifications. The operational tests will include demonstration of system features and functionality, and coverage performance.
- The University of Florida group will be allowed the opportunity to inspect the system to verify that subsystems, units and controls are properly labeled and interconnecting wires and terminals are identified.
- Any observed deficiencies indicated by tests or by University of Florida inspection will be rectified and completely retested. Work and materials required to correct deficiencies will be made at no expense to University of Florida.

1.2.5 Maintenance: Once the installation is accepted and turned over to the University of Florida. The University of Florida shall bear all costs for maintenance, repair and ongoing operating costs.

- The Proposer shall commit to rapid resolution of any inter-system interference at the RF level, the digital signaling levels, or in mechanical or electrical connections. The Proposer shall provide a statement of interference resolution for RF interference, electrical / mechanical interference, digital and optical interference.

1.2.6 Construction **Standards and Building Information:** All University of Florida Design & Construction Standards shall be followed. An extensive approval process is required prior to any installations. The Proposer should be aware of this process and take into account these requirements when preparing the project schedule. For reference, the following standards and forms are listed that the Proposer should be familiar with throughout this project:

- UF Design & Construction Standards: <http://www.facilities.ufl.edu/forms/dcs.html>
- UF Telecom Standards: <http://telecom.cns.ufl.edu/ConstructionInfo>
- Utilities Outage Request Form: <http://www.facilities.ufl.edu/forms.html>
- UF Space Tracking and Reporting System: <http://www.facilities.ufl.edu/space.html>
- Parking: University parking is very limited. Each vendor, contractor and / or employee(s) shall make their own arrangements for parking through UF Transportation and Parking Services (<http://parking.ufl.edu/>). No additional costs will be allowed for parking fees or violations. Unauthorized vehicles parking in University lots or loading docks without permits will be ticketed or towed.

1.3 Term of Agreement

The initial engagement which includes design, implementation and integration of an 802.11ac Wireless system with current UFIT network infrastructure to be substantially completed and fully tested/functional and accepted by **August 30th, 2018** with Optimization and Tuning to be completed by **September 30th, 2018**. An option to extend this contract is based on satisfactory performance and the written approval of both parties for up to 120 additional days.

1.4 Coverage and Participation

The intended coverage of this ITN and any Agreement resulting from this solicitation shall be for the use of all Departments at the University of Florida. 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, may assess and access an Agreement resulting from this solicitation issued and administered by the University of Florida.

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.

1.5 University Demographics

The University of Florida is a major public land-grant research university. The state's oldest, largest, and most comprehensive university, the University of Florida is among the nation's most academically diverse public universities. The University has a long history of established programs in international education, research, and service. It is one of only 17 public land-grant universities nationwide and the only university in Florida belonging to the Association of American Universities. With more than 50,000 students, the University of Florida is now one of the five largest universities in the nation.

The University of Florida has a 2,000-acre campus and more than 900 buildings (including 170 with classrooms and laboratories). The northeast corner of campus is listed as a historic district on the National Register of Historic Places.

The University's extensive capital improvement program has resulted in facilities ideal for 21st century research including the McKnight Brain Institute, the Health Professions, Nursing and Pharmacy Building, the Cancer and Genetics Research Complex, and the Proton Therapy Institute in Jacksonville. Overall, the university's current facilities have a book value of more than \$1 billion and a replacement value of \$2 billion.

For any additional information about the University of Florida, please visit the University's web page at: www.ufl.edu.

2.0 EVALUATION PROCESS AND METHOD OF AWARD

2.1 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 responsive and responsible vendor whose proposal is determined to be the most advantageous to the University of Florida, taking into consideration the following evaluation criteria listed below. Pricing may be a criterion. However, the University is under no obligation whatsoever to select as most responsive the proposal that demonstrates the lowest pricing.

The contract will consist of the University's ITN, the proposal with any and all revisions, award letter, purchase order, and the signed agreement between the parties, as stated in that agreement.

Vendors whose proposals are not accepted will be notified after a final selection has been made by public posting of the selected proposer(s). This public posting functions as the rejection of all other proposals. This posting will be made to <http://www.purchasing.ufl.edu/vendors/schedule.asp>.

Evaluation Criteria

Vendor proposals will be evaluated based upon how well each Vendor's plans meet the University's needs. Specific consideration will be given to the following responses in no particular order or weighting:

- Technology Solution: Proposal response demonstrates the fulfilment of the requirements stated in the ITN: Preliminary design of 802.11ac wireless network, understanding and compliance of Wireless Service Expectations.
- Implementation Team: Quality and experience of the proposed consulting team and their demonstrated understanding of a successful and efficient 802.11ac Wireless Network System
- Advanced Wireless Services proposed
- Implementation Plan, including timeline
- Corporate Experience: Extent of experience and knowledge in the development and implementation of 802.11ac Wireless Network system. Customer references. Corporate financial stability.
- Pricing Proposal: cost and financial considerations/flexibility

2.2 Selection, Negotiation, Additional Information

Although the University reserves the right to negotiate with any vendor or vendors 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*.

The University also reserves the right to award to the next highest evaluated, responsive and responsible bidder for any and all groups, subgroups, or items in the event of vendor default, non-performance, non-compliance or similar issues affecting the University's ability to obtain services at any time throughout the contract period.

2.3 Pre-Award Presentations

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

2.4 Pre-Award Negotiations

The University reserves the right to negotiate prior to award with vendors for the purpose of addressing the matters set forth in the following list, which may not be exhaustive.

- Resolving minor difference and typographical errors
- Terms and conditions
- Clarifying necessary details and responsibilities
- Confirming technical details
- Emphasizing important issues and points
- Receiving assurances from vendors
- Obtaining the lowest and best pricing and/or revenue agreement

2.5 Vendor Protest Procedure; Notice of Proposal Protest Bonding Requirement

Any vendor protest to a University decision or intended decision with regard to this ITN is subject to Florida Board of Governors' (BOG) Regulations 18.002 and 18.003. Any vendor who files an action protesting a decision or intended decision shall post at the time of the filing the formal written protest, a bond, payable to the University of Florida, in an amount equal to the lesser of 10% of the estimated value of the protestor's proposal or 10% of the University's estimated expenditure during the contract term, or \$10,000. The bond shall be conditioned upon the payment of all costs which may be adjudged against the vendor. In lieu of a bond, the University will accept a cashier's check or money order in the amount of the bond.

2.6 Contractual Intent/Right to Terminate and Recommence ITN Process

The University intends to contract with one or more vendors whose proposal(s) 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. In the event of cancellation or termination, the University reserves the right to award the contract to another Offeror, cancel in its entirety, or to request new proposals, whichever is in the best interest of University of Florida.

2.7 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 closing date, in order to allow time for evaluation, approval, 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. This University may accept or reject such proposed alternatives without further notification or explanation.

2.8 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 closing date and time.

2.9 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.

2.10 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
- 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
- Disclosures of complaints or pending actions, legal or otherwise, against the vendor
- The University reserves the right to check references with current customers as provided by the vendor and with any customers the University identifies

2.11 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.

2.12 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.

2.13 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.

2.14 Public Record

On the earlier of (i) the time the University provides notice of a decision or intended decision, or (ii) 30 days after the final competitive sealed proposals are all opened, whichever occurs earlier, vendor proposals may be disclosed as public record.

3.0 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.

11/2/2017	Issuance of ITN
11/16/2017 – 9:00AM	Mandatory Pre-proposal Conference
11/30/2017 – 5:00 PM ET	Technical Questions/Inquiries Due
12/7/2017	Reponses to Inquires sent out
1/10/2018–3:00 PM ET	ITN Closes/Opening of Proposals
February 2018	Vendor Presentations

3.1 Pre-Proposal Conference

A Mandatory pre-proposal conference will be held for vendors who intend to respond to this ITN.

Date & Time: **11/16/2017:9:00 AM ET**
University of Florida Ben Hill Griffin Stadium
121 Gale Lemerand Drive
Gainesville, Florida
Room: Smith Conference Room

The purpose of the conference is to provide for questions and answers regarding terms, conditions, or specifications of the ITN. Answers to any questions that might arise will be in the form of Addenda to the Invitation to Negotiate prior to the proposal opening. All such revisions must be acknowledged by signature and returned with the proposal.

The Procurement Staff may choose to call for additional pre-proposal conference(s) if, in the sole judgment of the Procurement Staff, there is a need for such conference(s) in order to promote competition.

3.2 Pre-Proposal Site Visit

A mandatory pre-proposal conference/site visit will be held for vendors who intend to respond to this ITN. The purpose of the site visit is to acquaint the vendors with the conditions under which the work must be performed. The University will not be responsible for additional compensation if the vendor does not acquaint themselves with all the available conditions and information nor shall it relieve the vendor from any responsibility for properly performing the work. A vendor may remote in by phone conference in order to meet this requirement.

3.3 Special Accommodations

If special accommodations are needed in order to attend a pre-proposal meeting or a proposal opening, contact Jeffrey Hendel at hendelj@ufl.edu three (3) business days prior to pre-proposal meeting or proposal opening.

4.0 PROPOSAL RESPONSE AND PREPARATION INSTRUCTIONS

Proposals must be delivered sealed to:
 University of Florida
 Procurement Services
 971 Elmore Drive
 Gainesville, FL 32611-5250
 on or prior to **1/10/2018 3:00 PM.**
 ITN# 18RL-111

The above address is a valid campus address for any courier service.

It is the vendor's responsibility to assure that the proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. The University shall not accept proposals received by facsimile or email. The University shall, at the specified closing 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 the earlier of (i) the time University provides notice of a decision or intended decision, or (ii) 30 days after the final competitive sealed proposals are all opened, whichever occurs earlier, at which time the vendor proposals become public record. When multiple solicitations have been scheduled to open at the same date and time, the University will open solicitations that have interested individuals present in sequential order by solicitation number. 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.

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

4.1 Proposal Format Organization

Original proposal and all copies must be on 8-½ x11 text weight paper, double-sided, using binding tabs that will facilitate the distribution and evaluation of the proposals. Proposals should be printed when possible on paper containing a high level of post-consumer recycle content. Proposals should conform to the tabbed format below as well as the requirements of sections 4.1.2, 4.1.3 and 4.1.4.

4.1.1 Response Format

- Submit one (1) copy of the initial response on PC compatible media (CD/DVD or USB flash drive), 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.
- The outer carton of the response must display clearly and conspicuously the following identifying information, The ITN number, name and due date and is sealed; submit one (1) original and five (5) copies of the vendor's proposal in hard copy form.
- The offer's response must include the information and required submittals described, tabbed and numbered as shown below, 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 **MUST BE** in hardcopy and included in your written response.

Failure to adhere to this condition may cause your response to be rejected without further evaluation.

- Information submitted that is not requested by the University may be considered to be supplemental, 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.
- Tabular / Paginated Format:

Tab 1: Completed and signed Certification of Proposal form, and/or signed and completed acknowledgement forms for any addenda issued. Include 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 requirements.

Tab 2: Company Organization: The Proposer shall provide a chart of the company organization and a description of corporate structure and chain of ownership of company to ultimate parent corporation, and all subsidiaries.

2.1.1 Project Team: Provide a diagram showing the assigned design and project implementation team, associated duties, where located and professional resumes denoting previous 802.11ac WIRELESS experience. The Proposer's project manager will be available on-site as necessary, serving as the single point of contact for communication with University of Florida over the entire course of the project. The project manager will act as a liaison between the Proposer and UF and ensure that the Proposer and its subcontractors perform their obligations as specified in the implementation schedule.

2.1.2 Dedicated Account Representative: There shall be an Account Representative assigned by the selected Proposer for the University of Florida account. There shall be a toll-free number available for UF to use when calling about a problem. The Selected Proposer shall list the Account Representative and show the line of escalation in the Proposer's organization for UF to use in case of unresolved complaints or issues

Tab 3: Experience and Qualifications: The Proposer shall provide a general statement of experience, which shall include a verifiable statement and description of the Proposer's experience in installing a large 802.11ac wireless system at a large sporting venue.

3.1.1 The statement also shall provide a list of current college and university client accounts and should include locations in the southeastern United States. Client account information shall include contact name, address, phone number, length of service, and dollar volume of each account.

3.1.2 Describe the last three stadium / arena projects the project team completed. Preferably other educational institutions of comparable size and type of operation to UF. Consideration will be given for large football stadiums. The reference information shall include:

- a) How large is the stadium / venue (seating capacity)?
- b) How many access points installed?
- c) Provide the project timeline.
- d) Describe any advanced services provided (PoS, mobile app, media integration, etc.).

- e) Provide owner representative contact information (name, title, phone and email address)

3.1.3 How long has your company been in business providing 802.11ac wireless high-density installations?

3.1.4 Describe how the Proposer's experience is suited for the University of Florida. Describe your previous experiences, if any, with the University of Florida construction process.

3.1.5 The Proposer shall list all claims, actions, suits, proceedings, inquiries, or investigations against the Proposer within the State of Florida.

Tab 4 Preliminary Design of a high-density 802.11ac WIRELESS installation: In order to limit the expense from each Proposer in developing the design, the design will be titled "preliminary" since it is expected that Proposers will not expend an enormous amount of time and resources in responding to this bid.

4.1.1 Once a Proposer is selected by UF, the awarded Proposer will develop the final design plan. Should such final design, in UF's judgment, deviate from the proposal in a manner that constitutes any hardship for UF, UF reserves the right to terminate this agreement. UF will compensate the awarded vendor for the work that has been performed up to that point..

4.1.2 The design of the 802.11ac wireless installation will be for the Ben Hill Griffin Stadium located at the University of Florida, 157 Gale Lernerand Drive, Gainesville, Florida 32611.

4.1.3 The areas in the design include:

- Steve Spurrier-Florida Field
- All outside seating areas (Bowl Area)
- All Skybox Areas
- All Concourses (including the large atrium on the west side)
- Gate Areas
- North End Zone (Building 0159)
- South End Zone (Building 0155)
- West Side Stadium Concourse, Skyboxes and Seating Areas (Building 0157); Note: Office locations currently have Wi-Fi coverage
- East Side Stadium Concourse and Seating Areas (Yon Hall - Building 0158); Note: Office locations currently have Wi-Fi coverage
- Heritage Hall (Building 0160)

4.1.4 Describe the proposed network topology (both wired and wireless) that would best fit the University network environment and goals of this ITN. Describe the advantages of the proposed architecture and specify any limitations or disadvantages of the proposed architecture. If the proposed solution supports multiple configurations, describe the advantages and disadvantages of each. If the proposed solution requires multiple

controllers and multiple management devices, describe how are they are integrated and managed from a single point of view. Include in the design:

- Logical network diagram
- Hardware proposed (part numbers and description of part) for each item
- Operating system software (part numbers, software release) and licensing requirements.
- Assumptions used to develop the system proposal.
- Describe how the proposed system meets the identified required, desired and additional capabilities and functions. The description should include:
 - (a) Technical characteristics: current features, capabilities and limitations of the wireless system.
 - (b) Competitive advantages of the proposed solution particularly for sports and entertainment venues.
- The Wi-Fi system shall meet all coverage and capacity requirements for this facility type based on the highest occupancy and facility use. The system shall be designed with appropriate capacity and antenna points to ensure acceptable performance.
- UF expects that the successful bidder will conduct a thorough engineering analysis and RF study. RF study will include:
 - Physical locations of Access Points
 - Antenna type/location/orientation
 - Any special mounting or cabling recommendations
 - Recommended AP power / channel settings
 - Any known or measured sources of interference
 - RF / Wireless LAN design assumptions and caveats
- Access to PDFs and/or AutoCAD drawings/files of UF fiber optic network and underground facilities will be available after the mandatory Pre-bid meeting by contacting UF Procurement.

Tab 5: Implementation Plan: Submit an implementation plan with the bid proposal. This plan must address approximate time lines and identify major milestones, and clearly identify those tasks directly depending on UF involvement for their completion. Proposers are to explain their project management procedures.

- 5.1.1 The system must be guaranteed to be installed and placed into service by the successful bidder within a stated reasonable time frame.
- 5.1.2 Provide a project schedule identifying critical milestones during the implementation process.
- 5.1.3 Documentation and As-Builds: Describe the documentation, as-build plans and all associated records provided at the completion of the project installation.

- 5.1.4 Optimization and Tuning: Describe and provide tuning and optimization services that includes RF survey data collection to determine suggested changes to the network. Provide an assessment of a minimum of three (3) game-day events utilizing on-site and remote RF engineering resources. The assessment shall include key metrics, troubleshooting summary, adjustments made, key lessons learned and recommendations.

Tab 6: Advanced WIRELESS Services: Submit response to describe in detail the various advanced WIRELESS Service /Options delivered as part of this Wi-Fi solution.

Specifically address:

- 6.1.1 Wi-Fi for point-of-sale (PoS) devices and ticketing: Describe the support for PoS and ticketing WiFi devices with network segmentation for separating this traffic from general operations.
- 6.1.2 Higher-capacity areas (press and media area, club areas): Describe support for press and media areas, which typically require higher-bandwidth connections to the Internet and has a higher number of devices in a small area
- 6.1.3 Location Services: Describe support for simultaneously tracking thousands of Wi-Fi and active RFID devices directly from the WLAN infrastructure.
- 6.1.4 Streaming of Live Video: Describe support for a scalable way of distributing video to thousands of fans on the WLAN.
- 6.1.5 Security: Describe security features employed to secure the WLAN from unauthorized, unsecured, or “rogue” wireless access points.
- 6.1.6 Revenue Opportunities and Content Creation: Describe the development of a wide-ranging, comprehensive content strategy. The strategy should include development of best practices for sponsor activation, new content experiences to enhance the in-venue fan experience, ticket upgrades, merchandise sales, social media integration, and valuation of assets (e.g. measuring sales attributed to Wi-Fi integration).
- 6.1.7 Mobile Device Integration: Propose a complete solution as described in the ITN that includes the necessary backend system capable of delivering streaming video/data to mobile devices (smartphones/tablets). This shall include a mobile app or a set of programming tools to create a unique game-day fan experience. The solution should address:
- Live video
 - Replays
 - Statistics
 - Scores

- Weather
- Way finding
- Ad revenue streams
- Surveys / Feedback
- Concessions
- Social Media Experiences

Tab 7: Bid Compliance: Include Exhibit A to address Understanding and Compliance of Wireless Service Expectations response.

Tab 8: Cost Proposal: Include Exhibit B Cost Proposal

Tab 9: Please provide any additional information considered essential to the proposal and not specifically requested in other sections. If there is no additional information to present, please state in this section: "There is no additional information we wish to present."

4.1.2 Number of Proposal Copies to be Furnished

Submit one (1) copy of the initial response on PC compatible media (CD/DVD or USB flash drive), 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 along with five (5) copies, each marked "Copy".

4.1.3 Bindings and Marking

Vendors shall ensure that the original and each copy are individually bound. 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.

4.1.4 Marking of Envelopes

Vendors shall ensure that the outer carton of the response must display clearly and conspicuously the following identifying information: **ITN #: 18RL-111**
Opening date and time: **1/10/2018 3:00PM**

4.1.5 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.

4.1.6 Faxes or Emails Not Accepted

The University shall not accept proposals received by fax or email.

4.2 Requirements of Proposer for Response

4.2.1 Original ITN Document

Procurement Services 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.

4.2.2 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.

4.2.3 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.

4.2.4 Verbal versus Written Communication

Verbal communication shall not be effective unless formally confirmed in writing by the specified University Procurement staff in charge of managing this ITN's process. In no case shall verbal communication override written communication.

4.2.5 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 Florida
Procurement Services
971 Elmore Drive
Gainesville, FL 32611-5250

Attn: Rob Luetjen
Telephone No: 352/294-1162
Facsimile No: 352/392-8837
E-mail Address: rluetjen@ufl.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 Procurement Services, for information, comments, speculation, etc. Inquiries for clarifications and information that will not require addenda may be submitted verbally to the Procurement Staff 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 prior to **11/30/2017 5:00 PM/ET.**

- 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 **11/30/2017 5:00 PM/ET.**
- Inquiries about technical interpretations must be submitted in writing, and be received prior to **11/30/2017 5:00 PM ET.**
- Inquiries for clarifications/information that will not require addenda may be submitted verbally to the Procurement Staff 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 completes the award process for this ITN and executes the resulting contract with the successful Vendor, informal communications may resume and formal communications must cease.

4.2.6 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 posted to our web site only:

<http://www.purchasing.ufl.edu/vendors/schedule.asp>

- ***Vendors who want the addenda supplied to them in another form must notify the Procurement Staff listed in Section 4.2.5 above of that request. 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 **11/30/2017 5:00PM/ET.**

4.2.7 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. 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.

4.2.8 Revisions to the ITN

The University may revise any part of this ITN for any reason by issuing addenda. The University will communicate additional information and addenda to this ITN by posting them on our web site.

<http://www.purchasing.ufl.edu/vendors/schedule.asp>

- **Vendors that want the revisions supplied to them in another way must notify the Procurement Staff listed in this document of that request. Otherwise, it will be the vendor's responsibility to check the web site for any additional information and addenda concerning this ITN.**

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 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.

4.2.9 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 (within the University's sole discretion).

4.2.10 Required Signature

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

4.2.11 Authority to Negotiate

Representatives of the vendor(s) selected to participate in oral 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 vendor's best and final offer. The provision of such authorization shall be a prerequisite to continuation in the ITN process. The University shall not enter into extensive contract negotiations with the selected vendor(s) after the negotiation process has been completed. If the University determines that a company awarded a contract based on this ITN does not honor all aspects of the agreement reached during the negotiations in the 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.

Company negotiators must enter the negotiations prepared to speak on behalf of the vendor's 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. Vendors 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.

4.2.12 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.

4.2.13 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.

4.2.14 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.

4.2.15 Performance and Payment Bond – N/A

4.2.16 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.

4.2.17 Withdrawal of ITN

Vendors may withdraw their proposals any time prior to the ITN closing date. Vendors may request to withdraw their proposals after the ITN closing 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.

4.2.18 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. Vendors who submit responses with information noted as proprietary may be asked to substantiate why the information is proprietary or is otherwise exempt from a public records request under Florida Law.

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 when the University concurs that the

information is proprietary, and that trade secrets or other proprietary data contained in the proposal documents shall be maintained as confidential in accordance with procedures promulgated by the Procurement Staff 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 or could not have reasonably known that such information was proprietary.

Should a request be made of the University for access to the information designated confidential or trade secret by the bidder and, on the basis of that designation, the University denies the request, the bidder may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

5.0 DEFINITIONS

5.1 Agreement/Contract

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

5.2 Customer

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

5.3 May, Should

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

5.4 Must, Shall, Will

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

5.5 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.

5.6 Proprietary Information

Information held by the owner that if released to the public or anyone outside the owner's organization, would be detrimental to its interests. It is an issue of fact rather than opinion. Pricing and/or revenues cannot be considered proprietary.

5.7 Provider

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

5.8 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.

5.9 Respondent

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

5.10 Response

Same as Proposal

5.11 Successful Vendor

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

5.12 Supplement Agreement

Any supplement terms and conditions agreed to by the parties in writing taking precedence over all other documents governing the transaction.

5.13 Supplier

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

5.14 University of Florida, UF or University

Same as The University of Florida Board of Trustees, a public body corporate of the State of Florida; throughout the document the term UF, University and University of Florida is used interchangeably.

5.15 Vendor

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

5.16 Vendor's Proposal

Same as Proposal

5.17 Vendor's Response

Same as Proposal

6.0 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 and are not subject to negotiation or alteration by the Successful Vendor. Therefore, the Successful Vendor will be expected to execute an Agreement containing the provisions set forth in this section, or substantially similar provisions as University deems prudent or necessary. This list of provisions is not exhaustive or indicative of every provision that will be contained in the Agreement, but rather identifies particular terms and conditions of which the vendor should be aware. In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Agreement; Invitation to Negotiate; Proposal.

6.1 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.

6.2 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.

6.3 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.

6.4 Certification

By signature on the "Proposal Certification" form included under Section 7.0, 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).

6.5 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 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.

6.6 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.

6.7 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.

6.8 Equal Opportunity Statement

The State Universities have established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibit discrimination based on race, creed, color, sex, age, national origin, marital status or religion. To be considered for inclusion as a supplier under this agreement, the vendor commits to the following:

- A. The provisions of Executive Order 11246, September 24, 1966, and the rules, regulations, and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value.
- B. If the vendor expects to receive \$10,000 in orders during the first 12 months of this agreement, a complete certificate of non-segregated facilities shall be attached to the proposal response.
- C. If the vendor expects to receive \$50,000 in orders during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEO-1) must be filed prior to March 1 of each year.
- D. If the vendor expects to receive \$50,000 in orders during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the vendor, subject to review upon request by the user agencies of this agreement.

If you have already complied with the above, please indicate _____

6.9 Federal, State, and Local Laws and Regulations

Successful Vendor is solely responsible for complying with all laws, ordinances, and regulations including but not limited to, those relating to 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 applicable regulatory bodies 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.

6.10 Inspection, Audit and Reporting

All books, accounts, reports, files and other records relating to the Agreement shall be subject at all reasonable times to inspection and audit by the University of Florida. Vendor and University will work together to create reports as University deems necessary and compatible with vendor systems.

6.11 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.

6.12 Modifications

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

6.13 Non-Discrimination

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

6.14 Ownership of Documents

All drawings, maps, sketches, documents, records, programs, data base, reports and other data developed or purchased, under this Agreement for or at the University's expense shall be and remain the University's property, without restriction, reservation or qualifications. The Successful Vendor may retain copies necessary for recordkeeping documentation and all such other business purposes related to the Agreement. All materials and products produced shall be provided to the University upon expiration of this Agreement.

6.15 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 exempt from state sales and use tax.

6.16 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 an 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.

6.17 Small Business Program

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. Small businesses should have a fair and equal opportunity to compete for dollars spent by the University. Competition ensures that prices are competitive and a broad vendor base is available. . **Vendors are encouraged to get certified by the State of Florida** if they are minority-owned, woman-owned or veteran-owned:

http://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/get_certified

Vendor shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses. For questions about the University's Small Business Program contact Director of Small Business and Vendor Diversity, 352-392-0380, <https://sbvdr.admin.ufl.edu/>

6.18 Tobacco Free Campus Policy

The University of Florida campus is a tobacco-free campus. This policy was effective as of July 1, 2010. The use of cigarettes or other tobacco products in UF buildings, parking lots, or in vehicles in these areas is prohibited. The successful vendor is expected to respect this smoke free policy and fully comply with it.

6.19 Sustainability Preferences

The University's Procurement directives support the purchase of products that will minimize any negative environmental impacts of our work. In order to facilitate a healthy market in sustainable 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.

6.20 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.

6.21 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.

6.22 Date for Reckoning Prompt-Payment Discount

For purposes of determining whether a prompt-payment discount, if applicable, may be taken by the University, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.

6.23 Force Majeure

In the event compliance with any obligation under this Agreement is impractical or impossible due to any Event of Force Majeure, then the time for performance of such obligation shall be extended for a period equivalent to the duration of the Event of Force Majeure. The provisions of this section shall not operate to excuse either party's inability to perform its obligations hereunder because of inadequate finances. "Event of Force Majeure:" means any strike, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the party in question.

6.24 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.

6.25 Indemnification/Hold Harmless; Liability

The Successful Vendor shall indemnify, defend, and hold harmless the University of Florida Board of Trustees, the University of Florida, the State of Florida and the Florida Board of Governors, and their respective officers, agents, and employees, against and 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. Successful Vendor's obligation under this provision shall not extend to any liability caused by the sole negligence of the University Of Florida Board Of Trustees, University, or its officers, agents, and employees. 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.

The University, as a public entity, is protected by sovereign immunity from tort liability, subject to a limited statutory waiver. The University will not agree to (i) indemnify or hold harmless any vendor; (ii) be liable for vendor's attorneys' fees under any circumstances; or (iii) binding arbitration. The Agreement shall not be construed or interpreted as (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of University or the State of Florida or their agents and agencies to be sued; or (iii) a waiver of either University's or the State of Florida's sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.

6.26 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. **Please note that the University of Florida must be named "additional insured" on automobile and general liability policies.**

General Liability Insurance – The Successful Vendor shall provide the ISO Commercial General Liability policy for general liability coverage's for limits of not less than of \$1,000,000 per occurrence. 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 (if applicable.)

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 \$100,000.00 per person, \$500,000.00 per occurrence.

6.27 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.

Intellectual Property

- A. All works that are created pursuant to this contract (“Works”) are works made for hire, and all rights and privileges attendant to the Works belong exclusively to the University. If a court of competent jurisdiction determines that any Work does not constitute a work made for hire, the Contractor hereby assigns to the University for no additional consideration all rights and privileges the Contractor has in the works, including all intellectual property rights, specifically those under copyright law.
- B. Paragraph A does not apply to Works that are not created through performance under this Contract (“Pre-existing works”). With respect to Pre-existing works used by the Contractor in performance of this Contract, the Contractor shall obtain for the University at no additional charge a license to use Pre-existing works for the uses intended under this Contract, including the right to make derivative works. Paragraph A does apply, however, to any Works that are derivative of Pre-existing works.
- C. The Contractor warrants that it has full power and authority to transfer the rights granted by this Contract to the University and that use of the works by the University does not constitute an infringement or other violation of any copyright, trade secret, trademark, patent, non-disclosure, or other rights of any third party.
- D. Title and all rights and privileges to all graphics and material provided to the Contractor by the University in connection with this Contract remain the exclusive property of the University of Florida. The Contractor does not receive any title, rights, or privileges in those graphics or materials. The University grants to the Contractor a limited license in those graphics or materials only for the purpose of carrying out the Contractor’s obligations under this Contract.

6.28 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.

6.29 Laws and Regulations

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

6.30 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.

6.31 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.

6.32 Notice to Vendors of Asbestos-Containing Materials in University Buildings

Asbestos containing materials (ACM) can be found in almost any building in the United States more than 10 years old. The University of Florida is no exception. The types of asbestos most commonly found are pipe and boiler insulation, fireproofing, hard panels known as "Transite", floor tile, and spray or trowel-applied ceiling finishes. ACM is generally not hazardous if left undisturbed.

The University has implemented an Asbestos Program to assure safe management and removal of ACM. Vendors, consultants, and other's providing service to the University may encounter ACM and must, therefore, comply with the following instructions:

- A. Avoid disturbing suspected ACM. Exercise caution and watch for possible ACM.
- B. If it is necessary to disturb ACM, first notify the appropriate Division Asbestos Representative listed in this notice, or the University of Florida Asbestos Coordinator, before proceeding with your work. You shall take whatever precautions are necessary to protect humans' health and the environment, and comply with all applicable Federal, State, and Local laws pertaining to asbestos.
- C. If you require additional information on possible locations of ACM in a particular building, contact the Asbestos Representative from the Division for which you are working.

<u>Division</u>	<u>Asbestos Representative</u>	<u>Telephone</u>
Physical Plant	Assoc. Dir. Physical Plant	(352) 392-7793
Health Center	Asst. Dir. Health Ctr Physical Plant	(352) 392-4417
Housing	Housing Maintenance Superintendent	(352) 392-2161
Reitz Union	Maintenance Superintendent	(352) 392-1614
IFAS	Engineer	(352) 392-6488

6.33 Parking and Identification Badges.

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 review Contractor and Vendor Parking information from Transportation and Parking Services located at the following link: <http://www.parking.ufl.edu/pages/contractorvendordecal.asp>

6.34 Payment Terms

The University's obligation is payable only and solely from funds appropriated for the purpose of the Agreement. Unless otherwise stated herein, the payment terms for the Agreement are Net 30 days. VENDOR OMBUDSMAN: The University's vendor ombudsman whose duties include acting as an advocate for vendors may be experiencing problems in obtaining payment(s) from the University may be contacted at 352-392-1241.

6.35 Price Adjustment

Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Agreement period, and shall be supported by written evidence of increased costs to the Successful Vendor. The University will not approve unsupported price increases that will merely increase the gross profitability of the Successful Vendor at the expense of the University.

Price change requests shall be a factor in the Agreement extension review process. The University shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University.

6.36 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.

6.37 Intentionally Blank

N/A

6.38 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 of Florida 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).

6.39 Public Records

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

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

6.40 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.

6.41 Remedies and Applicable Law

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflict of laws) and the rules and regulations of the Florida Board of Governors and the University. University and Successful Vendor shall have available all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the Agreement shall lie in a court of competent jurisdiction located in Gainesville, Florida.

6.42 Right of Inspection

University shall have the right to inspect the goods at delivery before accepting them.

6.43 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.

6.44 Shipment Under Reservation Prohibited

Successful Vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.

6.45 Specifications: Brand Name or Acceptable Alternate

Where in these specifications reference is made to materials, trade names, catalog numbers or articles of certain manufacture, it is done for the sole purpose of establishing a basis of a comparable standard of quality, performance, characteristics desired and is not intended to limit or restrict competition. It shall be understood that such method of specification description is not intended to exclude other processes, similar designs, or kinds of materials, but is intended solely as a means of establishing a standard of comparison to be utilized for solicitation evaluation purposes. Other material or product may be used, if in the sole opinion of the University, they are equal in durability, quality and of a design in harmony with the intent of these specifications. Such other material or product which is substantially equivalent to those specific brand(s) specified shall qualify for solicitation evaluation and award consideration by the University. The University reserves the right to reject any substitute material or product which, in its opinion, does not meet the standard of quality established by reference in these specifications and is not considered an acceptable alternate for the intended use and purpose. The burden of proof as to meeting the requirements of these specifications shall be the responsibility of the submitting vendor. Such proposer(s) who is offering any material or product other than the item(s) specified herein must submit with their solicitation response catalog cuts and detailed specifications which will completely describe the item(s) on which they are offering for an acceptable alternate determination by the University. Where the proposer proposes to substitute a material or product which is not known to the University, he/she shall be prepared to submit samples on request for the University's inspection and evaluation. The cost of transportation, both ways, of such samples shall be borne by the submitting proposer.

6.46 Successful Vendor to Package Goods

Successful Vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Successful Vendor's name and address; (b) Consignee's name, address and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Successful Vendor shall bear cost of packaging unless otherwise provided.

6.47 Termination

6.47.1 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 cause. 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.

6.47.2 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, materials, 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.

6.47.3 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 or 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.

6.47.4 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.

6.47.5 Lack of Funds

The State of Florida's and UF's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida State Legislature. The Agreement may be canceled without further obligation on the part of the University of Florida 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.

6.47.6 Stop Work Order

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.

6.47.7 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.

6.47.8 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.

6.48 Title and Risk of Loss

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

6.49 Warranties

In addition to any implied warranties, Successful Vendor warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed herein, and to the sample or samples if any, furnished by the Successful Vendor. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

6.50 Payment Card Industry Data Security Standard.

For e-commerce business and/or credit card transactions, Proposer agrees to be bound by the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time, and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank.

Proposer is required to be in compliance with the requisites of the SAS 70 and/or Payment card Industry Data Security Standard and provide written attestation of compliance annually.

6.51 Payment and Invoice Information

All invoices will need to contain either a **UF purchase order number** or the **8-digit department ID number** of the department with which you are doing business. All invoices for payment should be submitted to the University of Florida via:

Email: email a .pdf or .tif file to ufl@invoices.corcentric.com. The file must be attached to the email and not embedded within the email. There can be multiple files per email but each file should only contain one invoice.

or

Mail to: UF – Accounts Payable
PO Box 115350
971 Elmore Drive
Gainesville, FL 32611-5350

7.0 Certifications and Forms

7.1 Certification of Proposal

Explanation: This certification attests to the vendor's awareness of 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 # 18RL-111 issued by the University of 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 of the below and provide information if required)

___ There is no trustee or employee of the University of Florida who has or whose Relative has an Interest in the entity or entities making this proposal or who is a natural person making this proposal.

___ There are trustee(s) and/or employee(s) of the University of Florida who have, and/or whose Relative(s) have, an Interest in the entity or entities making this proposal or who is a natural person making this proposal. Describe the nature of the interest held by each trustee, employee, or Relative of the trustee or employee (for example, grandson of Employee X owns the company or spouse of Employee Y is a director of the company).

"Interest" for purposes of this disclosure includes the following: director, trustee, officer, or employee of an entity, any contract with an entity (including consulting), or any partner, proprietor, stock, equity, or other ownership interest in an entity.

"Relative" for the purpose of this disclosure is an individual who is related to the trustee or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the trustee or employee or who otherwise holds himself or herself out as or is generally known as the person whom the trustee or employee intends to marry or with whom the trustee or employee intends to form a household, or any other natural person having the same legal residence as the trustee or employee"

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: _____

Email: _____

Name: _____ Title: _____

Signature: _____ Date: _____

_____ Date: _____

Signature of Authorized Officer

_____ Email: _____

Printed Name

ITN #: 18RL-111

Closing Date: 1/10/2018

Closing Time: 3:00 PM/ET

Exhibit A

Understanding and Compliance of WIRELESS Service Expectations

In this section, service level expectations are denoted for the 802.11ac High Density wireless installation. Some of these expectations may not be necessarily technical specifications, but they are required and must be satisfied by each Proposer's chosen technological and service methodology platform. How the expectations are met technically is not important but that they must be satisfied. Proposers must indicate full compliance via initialing the following phrase as provided in each section.

Understood and bid is in full compliance _____ (initial)

Scope: The major points of the scope of work of the 802.11ac High Density wireless installation are summarized as follows:

- a) Design, and build an 802.11ac High Density wireless installation at the Ben Hill Griffin Stadium.
- b) Provide full, good 802.11ac wireless coverage with the necessary capacity throughout the Steve Spurrier-Florida Field at Ben Hill Griffin Stadium.
- c) Proposers' designed network and technology platform will provide reliable self-healing service with battery backup systems. Indicate minimum run-time.
- d) Proposers' must be sensitive to aesthetics on the UF campus and use stealth antennas and antennas that blend into building architecture.

Understood and proposal is in full compliance _____ (initial)

High Density 802.11ac Wireless:

- a) The system shall provide total coverage to all area's in the Ben Hill Griffin Stadium. Proposers must explain how they will accomplish this in terms parts of the systems, antenna placements, technology to be employed, and the use of UF resources, i.e., fiber, conduit, communications rooms space requirement, electricity, etc. The system and all its subsystems shall be designed for and operated on a twenty-four (24) hours a day 365 days a year continuous operation basis. Proposers' are to explain how the system will be reliable, e.g., self-healing network(s) using fiber ring technologies and other network technology/topologies, low profile antennas, uninterruptible power supplies (UPSs), etc. UF is very sensitive to reliability being in an area impacted by adverse weather such as tornadoes and hurricanes.

Understood and proposal is in full compliance _____ (initial)

- b) A good design will minimize the equipment that would be placed or mounted externally on our building structures and in any publicly visible location. UF does not anticipate approving additional rooftop mountings.

Understood and proposal is in full compliance _____ (initial)

- c) Proposers' must be sensitive to aesthetics on the UF campus and use stealth antennas and antennas that blend into building architecture. The Selected Proposer must provide renderings to the University of all proposed outside antennas as they would appear upon final installation. To clarify: a drawing for each type of proposed access point installation or transmitting location – not a “typical” drawing to cover all situations. A “typical” rendering can be used for preliminary review and approval (e.g. light poles and other non-building structures). These drawings will be used to obtain approvals from the various Planning Design and Construction Planning Approval Committees.

Understood and proposal is in full compliance _____ (initial)

- d) Indoor antennas shall be low profile, flush-mount types suitable for suspended ceilings or walls and shall be of a multi-band configuration. Drawings of any such proposed antennae must be submitted for approval by appropriate UF departments. It is acceptable to surface mount antennas in an open ceiling environment. It is also acceptable to install surface-mount antennas to walls, near ceiling height, if required. Prior to any installation, all antenna mounting locations are to be approved by the University.

Understood and proposal is in full compliance _____ (initial)

- e) The Selected Proposer shall coordinate all activity and hardware installation that affects the use of fiber, conduit, and cable tray with the University. No part of the system installation shall result in a mechanical or electrical interference with any other building structure or system.

Understood and proposal is in full compliance _____ (initial)

- f) The system shall always meet applicable FCC technical standards.

Understood and proposal is in full compliance _____ (initial)

Preliminary Design

Proposers must submit a preliminary network/system design plan. UF Procurement has available fiber optic and underground conduit records in PDF form for reference. It is the Proposers' responsibility to conduct surveys and obtain additional information needed to develop the preliminary design.

Understood and proposal is in full compliance _____ (initial)

Preliminary Implementation Plan

The Successful Proposer must provide UF "as built" prints upon completion of any construction or re-build of the system.

Understood and proposal is in full compliance _____ (initial)

Construction Timetable

The Successful Proposer's construction timetable shall reflect the specific method and schedule of construction of the system. The plan shall reflect the following:

- a) Location of all facilities including antennas inside and outside
- b) A timetable reflecting when the installation will be completed.

Understood and proposal is in full compliance _____ (initial)

Codes: The Successful Proposer shall at all times comply with the following codes, rules, regulations, as amended, and any other supplemental to or in substitution thereof:

- a) National Electric Safety Code (National Bureau of Standards)
- b) National Electrical Code (National Bureau of Fire Underwriters)
- c) Applicable FCC and other applicable federal, state and local regulations and ordinances
- d) The installation, operation or maintenance of the system shall not endanger or interfere with the safety of persons or property on the University campus.

Understood and proposal is in full compliance _____ (initial)

No Overhead Service: The University policy requires all networks to be constructed underground adhering to UF Construction Standards. No pole line construction or the direct buried method will be approved or provided by UF. UF will only provide underground supporting infrastructure for the successful service provider.

Understood and proposal is in full compliance _____ (initial)

Coordination: The Successful Proposer shall not place fixtures where the same will interfere with any gas, electric, irrigation fixtures, water hydrant or main, or any other UF own fixture that is deemed by the University as having priority.

UF encourages Proposers to design their networks to use UF's existing underground conduit system. UF will also place new facilities as necessary to support the service provider's system for a one-time charge. Whenever the Proposers design calls for using UF's underground conduit structure, UF Infrastructure and Communications Technology will make all duct assignments for the selected 802.11ac WIRELESS service provider. Once duct (innerduct) assignments have been made, the Successful Proposer must only use such assignments.

Understood and proposal is in full compliance _____ (initial)

Access

The Successful Proposer will be dependent upon UF for access. UF maintains 24/7 on-call personnel with a 2-hour response time. This response time commences once person-to-person communication is established with the UFIT Services on-call technician. Coordinate all access with the UF Project Manager.

Understood and proposal is in full compliance _____ (initial)

Indemnification

The Successful Proposer will indemnify and hold harmless UF with respect to its fiber optic and copper cable plant and any loss of service. UF will make a good faith effort in the upkeep and maintenance of the fiber optic and copper cable plant. Should Successful Vendor have any reason to suspect trouble with a line, they will report such following guidelines elsewhere in this document.

Understood and proposal is in full compliance _____ (initial)

Demarcation

Because the successful Vendor may be utilizing UF's fiber optic and copper cable plant for connectivity, UF will establish a point of demarcation at each site. The successful Vendor will perform work and repairs only on their side of the demarcation.

Understood and proposal is in full compliance _____ (initial)

EXHIBIT B

Cost Proposal

This ITN will be awarded based on an “all or nothing” basis meaning the bid will only be awarded to one vendor for all four phases.

Provide the following cost information in Section 8 of the ITN Proposer Response:

PHASE ONE: Wireless Design Services:

Deliver a complete Wi-Fi RF study, wireless installation design, designate cabling pathways and distribution, network electronics, antennas, mounting hardware, bill of materials, and parts list with part numbers to provide a complete Wi-Fi solution as proposed:

Phase 1 -- Wireless Design Services: \$_____

PHASE TWO: Wireless System Installation

Provide a turnkey “fixed price” to provide and install a complete installation of the proposed wireless design. Include all hardware, software, electronics, antennas, mounting and stealth covers, fiber, cabling, terminations, permits and all provided in a professional workmanship manner in compliance with UF construction standards.

Phase 2 – Wireless System Installation:

Materials

Materials	Unit price	Est. Number	Extended
			Total
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Grand Total			\$

% Equipment Markup (if any) _____%

Total Equipment: \$_____

Length of Warranty: _____

Initial Software Licensing	Project Specific Pricing
List all components necessary for proposed solution. Price every software/module separately giving the cost of each. Include first year maintenance cost	\$
Software Third Party Software	
List name, version if application of every third party product required and give the cost of each. Include first year maintenance.	\$
Grand Total	\$

Recurring Costs	Project Specific Pricing
Software maintenance costs twenty-four hours a day seven days a week, 4 hour response time to include all updates, upgrades, revisions and technical support per year (for 4 years).	\$
Software Third Party Software	
Software maintenance and support of all third party software and any other recurring cost not otherwise listed here.	\$
Grand Total	\$

Labor

Resource Titles	Hourly Rates	Est. Number of Hours	Extended Total
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Grand Total			\$

Total Labor: \$ _____

Length of Warranty: _____

PHASE THREE: Wireless Start-Up, Testing & Optimization

Provide professional services as described in specification Section 4.5.4 Optimization and Tuning for a minimum of three (3) game-day events

Phase 3 – Testing & Optimization: \$ _____

PHASE FOUR: Advanced Wireless Services

Provide a complete application and services solution as described in specification Section 4.6 Advanced WIRELESS Services.

Phase 4 – Advanced Wireless Services: \$ _____

PROJECT COST SUMMARY:

Phase 1 – Wireless Design Services: \$ _____

Phase 2 – Wireless System Installation: \$ _____

Phase 3 – Testing & Optimization: \$ _____

Phase 4 – Advanced Wireless Services: \$ _____

TOTAL PROJECT COST: \$ _____

Authorized Signature:

Proposer Company Name: _____

Authorized Signature: _____

Printed Name: _____

Date:
