UNIVERSITY OF
NORTH FLORIDA
PURCHASING DEPARTMENT

Invitation to Negotiate #14-15
Titled
Access Control Security System

Please mark all sealed proposal submissions with the following information:

ITN #14-15 due
February 25, 2014
2 p.m.

If Vendor is not submitting a solicitation response, Vendor should respond by returning this solicitation document and marking it “NO RESPONSE”.

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Attachment A: AIA Specifications
Drawings
1.0  OVERVIEW

1.1  Statement of Objective
The University of North Florida Board of Trustees (UNF or University) is issuing a competitive solicitation for an Access Control Security System.

The University is seeking proposals from qualified access control integration firms to provide an integrated solution for implementing an access control security system for the student residence buildings. Through the issuance of this Invitation to Negotiate (ITN), UNF is soliciting proposals from qualified technology companies for the design, integration, implementation, training, support and maintenance of the access control system.

The system will be deployed in 19 buildings with a total of approximately 2,471 locks. There are five unique residence building designs including Osprey Village, Osprey Crossings, Osprey Cove, Osprey Landing, Osprey Hall and Osprey Fountains. Drawings of each building will be provided.

It is anticipated that the technology utilized in this project (Phase I) will also be used in Phase II to expand the access control system to other buildings on campus. The term of the agreement(s) resulting from this Invitation to Negotiate (ITN) will be determined during negotiation. The Successful Vendor’s performance is expected to begin on July 1, 2014.

1.2  Use of Agreement by Other Governmental Agencies
At the option of the Vendor, the use of any agreement resulting from this competitive solicitation may be extended to other governmental entities including the State of Florida, its agencies and political subdivisions, counties, cities and any university in the State University System. Each such entity using such agreement shall do so independently of UNF and shall be solely responsible for its own purchases.

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

2.0  DEFINITIONS

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

2.2  Customer or Client
Unless otherwise implied by the context of the specific provision within this ITN, “Customer” means a customer or client of the Vendor other than the University.
2.3 **May, Should**
Indicates something that is not mandatory but permissible, recommended or desirable.

2.4 **Must, Shall, Will**
Indicates a mandatory requirement; failure to meet these mandatory requirements may result in rejection of the proposal as non-responsive.

2.5 **Proposal**
The entirety of the Vendor’s responses to each point of the ITN, including any and all supplemental offers or information not explicitly requested within the ITN.

2.6 **Invitation to Negotiate (ITN)**
An invitation extended to prospective contractors/vendors by the University, whether by advertisement, written solicitation, electronic media or any form of communication, to define the specifications, terms and conditions of a contract for commodities or contractual services. Cost may or may not be a consideration in the initial stages of evaluation or negotiating. An Invitation to Negotiate shall be awarded as the best interest of the University indicates and may not require numeric scoring.

2.7 **Response**
Same as Proposal.

2.8 **Successful Vendor**
Any entity who is awarded a contract under this competitive solicitation.

2.9 **University or UNF**
The University of North Florida Board of Trustees is the public body corporate of the University.

2.10 **Vendor**
Any entity who submits a timely solicitation response to this competitive solicitation.

2.11 **Vendor’s Proposal**
Same as Proposal.

2.12 **Vendor’s Response**
Same as Proposal.

2.13 **Website**
The UNF Purchasing Department website at [http://www.unf.edu/purchasing/](http://www.unf.edu/purchasing/)
3.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS

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

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

The University is committed to values that promote the welfare and positive transformation of individuals, communities and societies.
We value:
• The pursuit of truth and knowledge carried out in the spirit of intellectual and artistic freedom
• Ethical conduct
• Community engagement
• Diversity
• Responsibility to the natural environment and
• Mutual respect and civility.

For any additional information about the University, please visit the University’s website at www.unf.edu.

3.3 Calendar of Events
Unless otherwise revised by an addendum to this competitive solicitation, the dates and times by which stated actions will be taken or completed are listed below. If UNF determines, in its sole discretion, that it is necessary to change any of these dates and times it will issue an addendum to this competitive solicitation which will be posted on the website. All times listed are Eastern Standard Time (EST).

January 21, 2014
Competitive solicitation released and posted to website.

January 30
Mandatory pre-proposal conference to be held at the following place and time:
Hicks Hall, 4892 First Coast Technology Parkway
Meeting Room 2 (Room 1430)
First floor from 9 to 11 a.m.

February 5
Last day for UNF to receive communications and/or inquiries from Vendors regarding this competitive solicitation via email to authorized UNF Representative Gaea Holt at g.holt@unf.edu and Sandra Milesevic at s.milesevic@unf.edu
February 11

UNF will respond to inquiries and requests for clarifications by posting an addendum to the website.

February 25

Deadline to receive solicitation responses from Vendors is 2 p.m. with the solicitation opening immediately thereafter at UNF Hicks Hall, Suite 2950, 1 UNF Drive*, Jacksonville, Florida, 32224. Any solicitation responses received after this date and time shall be deemed non-responsive.

*The physical street address of the Purchasing Department is 4892 First Coast Technology Parkway.

The Purchasing Department will post notice of changes to any of the above dates and/or times and will provide advance notice of any pre-proposal meetings and evaluation committee meetings related to this competitive solicitation by posting the information to the UNF Purchasing Department’s website at http://www.unf.edu/purchasing (“the Website”). Vendor is solely responsible for checking the Website periodically in order to verify whether any changes have been made to the Calendar, or whether any meetings have been scheduled. UNF reserves the sole discretion over the conduct of any meetings and the extent, if any, those attending may participate in such meetings.

3.4 **Pre-Proposal Conference (mandatory)**

Purchasing is conducting a mandatory pre-proposal conference for Vendors who intend to respond to this ITN on the date, time and location as noted below. The purpose of the conference is to provide information and allow for questions and answers regarding terms, conditions or specifications of the ITN. Clarifications and answers to any questions will be confirmed, in writing, in the form of an addendum to the Invitation to Negotiate prior to the proposal opening. Failure to attend this meeting will result in the rejection of your proposal.

January 30, 2014 at 9 a.m.
University of North Florida
Hicks Hall, first floor
Meeting Room #2 (Room 1430)

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

3.5 **Pre-Proposal Site Visit**

A pre-proposal site visit of the residence halls will be held for Vendors who intend to respond to this ITN immediately following the pre-proposal conference. 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.
3.6 Special Accommodations

If special accommodations are needed in order to attend a pre-proposal meeting, a proposal opening or presentation, contact the Purchasing office at 904-620-2730 no later than three business days prior to the event.

3.7 Proposal Preparation Instructions

3.7.1 Vendor’s Understanding of the ITN

In responding to this ITN, the Vendor accepts full responsibility to understand the ITN in its entirety and in detail, including making any inquires to the University as necessary to gain such understanding. Questions regarding the terms, conditions or specifications of this ITN document should be written and submitted in accordance with Paragraph 3.7.4. no later than the stated deadline for questions on February 5, 2014.

3.7.2 University Provides Information in Good Faith without Liability

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

3.7.3 Verbal Communication

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

3.7.4 Questions, Communications and Inquiries between the University and Vendors

All Vendor inquiries, questions and requests for clarification related to this ITN shall be directed, in writing, to Gaea Holt g.holt@unf.edu and Sandra Milesevic s.milesevic@unf.edu

3.7.5 Addenda and the University’s Response to Communications from Vendor

The University will make a good faith effort to provide a written response to each question or request for clarification that requires an addendum within the time frame set forth in Section 3.3.

The University has no obligation to furnish addenda by any other means than posting to its Website.

The University will not respond to any questions/requests for clarification that require an addendum after the date identified in Section 3.3.

3.7.6 Pricing and/or Revenue Proposal

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

The University may presume and hold as the Vendor’s final offer all pricing and/or revenue offerings, whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis, if not specified by the Vendor. The University may accept or reject, in part or entirely, the Vendor’s pricing and/or revenue offerings when such offerings are not on an all-or-none basis. The University prohibits the changing of pricing and/or revenue proposals after the initial ITN opening date and time. However, during the negotiation phase of the ITN process, favorable changes in pricing and/or revenue offers will be considered and/or expected. 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.

3.7.7 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 the Website.

Vendors are responsible for the information contained in such addenda. The University is under no obligation to communicate such addenda to Vendors other than posting to the Website. The University may determine whether an addendum will be considered as part of this ITN and/or as part of any contract resulting therefrom. The University shall reject Vendors’ responses to addenda if such responses are received after the ITN opening date and time.

3.7.8 Attention to Terms and Conditions
Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions, Section 4 of this ITN. Questions regarding the terms, conditions or specifications of this ITN document should be written and submitted in accordance with Paragraph 3.7.4. no later than the stated deadline for questions on February 5, 2014.

Proposals that are contingent upon any changes to these terms and conditions may be deemed to be non-responsive and may be rejected by the University at its sole discretion and render the vendor ineligible for evaluation or award. When there are no stated exceptions in the proposal it shall be assumed that the vendor will comply with the requirements without qualification and may not re-negotiate contract terms after best and final offers have been submitted or during the signing of a contract agreement, if awarded.

3.7.9 Required Signature
The University may reject any Vendor’s response if it is not fully completed and signed with legal authority where indicated.
3.7.10 Proposal Organization

Original proposal and all copies must be on 8 ½ x 11 text weight paper using binding tabs that will facilitate the distribution and evaluation of the proposals.

Response Format

- Submit one copy of the initial response on CD or PC compatible disk, preferably in Word® and/or Excel®. The original response must contain the original manual signature of the authorized person signing the proposal and the electronic copy of the proposal.
- Submit one original and four (4) copies of the Vendor’s proposal in hard copy form.
- The outer carton of the response must include the ITN number and title, company name and due date.
- The Vendor’s response must include the information and required submittals described, tabbed and numbered as indicated in “Tabular/Paginated Format” 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.
- Information submitted that is not requested by the University may be considered to be supplemental and not subject to evaluation by the committee members.
- If there is any information or required submittals which, due to size or binding, cannot be incorporated following the proper tab, the Vendor must provide information following the numbered tab telling the evaluator where the information can be found in the response.
- Paper copies of responses must be tabbed, headed and numbered exactly as outlined in each section and the required information must be provided in the section under which it was requested by University. Responding companies may not combine or reorganize the headings and/or requests for information or indicate that the information will be included in another section.

Failure to adhere to these conditions shall cause your response to be rejected without further evaluation.

Tabular / Paginated Format

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

- **Tab 2: Signed Certification of Proposal** and signed and completed acknowledgement forms for any addenda issued.
  (See pages 34-37)

- **Tab 3: Company Overview**
  Provide a general overview of your organization inclusive of the following: years in business, all products sold or serviced, approximate share of your local market, any vertical markets where your organization is especially proficient as well as your experience with access control systems.
  - Corporate Structure
    Describe your corporate structure and include the names of key principals or stakeholders, their titles and contact information. Contact name(s) and title(s) of the individual(s) responsible for the
company’s proposal and negotiation during this ITN process. Please include the organizational chart beginning with your account management team through CEO of your company.

- **Operations Structure**
  Describe your local Operations structure. Include here an escalation path for both Installation and Post-Installation Service teams. Describe your national service structure, if applicable.

- **Relationship to Manufacturer**
  Describe your business relationship with the proposed products manufacturer (e.g. distributor, branch office, subsidiary, common parent) and how long the relationship has existed.

- **Company Questionnaire**

<table>
<thead>
<tr>
<th>Questionnaire</th>
</tr>
</thead>
<tbody>
<tr>
<td>How many factory certified technicians do you have on the system proposed?</td>
</tr>
<tr>
<td>How many factory certified technicians do you have on the system proposed within a 100 mile radius of the installation address?</td>
</tr>
<tr>
<td>State the total number of certified staff in your organization who could be called on if a serious outage or disaster occurred at UNF?</td>
</tr>
<tr>
<td>How many customers do you have with the proposed system within a 100 mile radius of the installation address?</td>
</tr>
<tr>
<td>State the hours that service is available for major and minor service calls.</td>
</tr>
<tr>
<td>State the address of the service center that will install and maintain the proposed system. State the miles from UNF.</td>
</tr>
</tbody>
</table>

- **Tab 4: Corporate Governance Documents**, including Vendor’s W9 form and Vendor Application (both available on the UNF Purchasing department website), and Certificate of Good Standing from Vendor’s state of incorporation, if other than Florida.

- **Tab 5: References**
  A listing of three company projects/customers similar in size and scope to the services described in this ITN, both current and past customers. This list must include the name, address, telephone and email address of the client contract administrator. If applicable, please list examples of services rendered in the State of Florida, particularly with institutions of higher learning.

- **Tab 6: Manufacturer Information**
  - Organization Overview
Provide a general overview of the manufacturers organization inclusive of the following; years in business, approximate share of the local market, approximate share of national and international markets (if applicable), any vertical markets where they are especially proficient as well as their product experience and history the proposed products.

- **Product History**
  Provide a description of the proposed products’ genesis and history including release date.

- **Product Migration Track record**
  Provide a description of the manufacturer’s product migration track record. If this is a first generation product, please describe what if any components of previously marketed systems are compatible with the proposed system.

- **User Group**
  UNF would like to explore membership in a User group for the proposed system. Provide any manufacturer supported User group information including membership benefits and any cost associated with membership.

- **Manufacturer Support**
  It is imperative that UNF has the option to receive support directly from the manufacturer if warranted. Does the manufacturer provide end user support or is support restricted through the COMPANY or another distributor or third party?

- **Mandatory Service Agreements**
  In the event UNF elected support service directly from the manufacturer, is a service agreement mandatory or does the manufacturer provide support on an as needed or T&M basis?

- **On Line Support – Manufacturer**
  In order to streamline processes, UNF would like to manage services on line. Does the manufacturer offer the following On Line Support services?
  - The ability to create and review cases
  - Review installed products
  - Review any service agreements (terms, etc)
  - Send email correspondence to manufacturer support
  - Invoice Review
  - Review service history

**Tab 7:** Provide a preliminary implementation and installation plan. While a detailed installation plan will be finalized during the negotiation process and related project planning, the University would like to have a general understanding of your proposed installation procedures and schedule. In preparing the response for this tab, please consider the following points:

The awarded vendor will be responsible for coordination of installation, integration, and testing with designated contacts in the University’s Information Technology and Physical Facilities departments. Similarly, if functional human resources must be available for configuration decisions please include that information as well.
Describe all activities that are required to complete the implementation of your system. If you recommend a phased implementation, please describe the phases, timing, and reasons for a phased plan. Include all customization, testing, and support activities that you believe are required to complete implementation in a timely manner. Clearly indicate University responsibilities in the plan or as a separate document as appropriate.

**Tab 8:** Describe the technical approach that the company will take to meet the technical requirements listed in Section 5:

- Design and integration of the technology
- Software solution, licensing, functionality, features, reporting
- System configuration and installation
- Maximum use of existing hardware standards
- “Open architecture” requirement
- Enterprise server solution
- Training

**Tab 9:** Pricing Matrix: Product and Service Pricing (see page 34)
Additionally describe any process of producing “best value” for the University and its users through creative marketing, small business and diversity programs, “green” initiatives, and/or other programs. Describe any financial considerations and flexibility of the Vendor.

### 3.7.11 Authority to Negotiate
Representatives of the Vendor(s) selected to participate in oral negotiation(s) shall first be 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 (See Section 3.16.10). 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 with authority to bind. The University reserves the right to immediately terminate negotiations with any company whose representative is not empowered to, or who will not, make decisions during the negotiation session. The University may elect not to solicit a best and final offer from any Vendor whose representative(s) have been unable or unwilling to commit to decisions reached during the verbal negotiation process.

### 3.7.12 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, at University’s option, result in Vendor disqualification and/or cancellation of award. Any attempt by the Vendor to subvert or skirt the
principles of open and fair competition may result in Vendor disqualification and/or cancellation of award.

3.7.13 Conflict of Interest
In connection with this ITN, each Vendor shall ensure that no material 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 conflict and to decide whether or not Vendor disqualification and/or cancellation of award shall result.

3.7.14 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 in providing information directly on pages, or copies thereof, contained within this ITN.

3.7.15 Solicitation Security
The University requires a certified, cashier’s or treasurer’s check, bank draft, bank official check or bid bond in the amount of 5 percent of the bid amount as a condition for participating in this competitive solicitation. Failure to submit the bid bond with your response shall be cause for the bid package to be declared non-responsive and disqualified.

3.7.16 Performance and Payment Bond
The successful Vendor shall provide and pay for performance and payment bonds for projects in excess of $100,000. Such bonds shall cover the full and faithful performance of the agreement and the payment of all obligations whatsoever arising thereunder in such form as required by the University. The successful Vendor shall deliver the required bonds to the University promptly following execution of the Agreement. The Successful Vendor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power. Surety shall be a company licensed to do business in the State of Florida and shall be acceptable to the University. The bond amount may be increased to include any change order added to the agreement to 100 percent of the total of each change order.

3.7.17 Anti-Kickback
Vendor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Vendor is prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

3.8 Proposal Submission and Subsequent Opening
Proposals must be sealed and delivered to the University at the address set forth in Section 3.3 or prior to February 25, 2014 at 2 p.m. The University shall not accept proposals received by facsimile or email. The University shall, at the specified opening date and time, open all proposals that are otherwise in order. The University will allow
interested parties to attend such opening for purposes of identifying which Vendors have responded. The University will make no immediate decision at such time and there will be no disclosure of any information contained in any proposal until the earlier of (i) the time University provides Notice of Intended Decision or (ii) 30 days after the final competitive sealed proposals are all opened, whichever occurs earlier, at which time Vendor proposals become public record as set forth in §119, Fla. Stat. 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 opening date and time and will not consider such proposals. The University reserves the right to retain or dispose of such unopened proposals at its discretion; however, the University may return such proposals to their Vendors at such Vendor’s request and at no cost or expense whatsoever to the University.

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

Each proposal package submitted must clearly show the proposer’s company name, proposal number and opening date and time on the outside. Each proposer is fully responsible for ensuring that its proposal is timely received and shall assume the risk of non-delivery or untimely delivery caused by its chosen delivery method whether by US Mail, public carrier or otherwise.

3.9 **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.

3.10 **Faxes or Emails Not Accepted; Sealed Proposals Required**
The University shall NOT accept proposals received by fax or email or proposals NOT contained in sealed envelope(s) or other sealed packaging.

3.11 **Number of Proposal Copies to be Submitted**
Vendors are to submit one original and four (4) copies.

3.12 **Bindings and Marking**
Vendors shall ensure that the original and each copy are individually bound. When submitting a proposal, Vendors shall ensure that proposals are clearly marked; for example, as “Original of ITN # 14-15”, “Copy One of ITN #14-15”.

3.13 **Marking of Envelopes**
Vendors shall ensure that the sealed submittal envelope(s) or package clearly and conspicuously displays the following identifying information in addition to any other information otherwise required for transmittal:
ITN# 14-15
February 25, 2014 at 2 p.m.
3.14 **Withdrawal of ITN**

Vendors may withdraw their proposals any time prior to the ITN opening date. Vendors may request to withdraw their proposals after the ITN opening date and time prior to selection and Notice of Intended Decision. 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.

3.15 **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. 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 the confidentiality of any Vendor information that is clearly designated and conspicuously labeled as proprietary. Vendor information labeled proprietary shall be maintained as confidential subject to limitations in Florida and Federal law, including the Florida Public Records law and the order of any court of competent jurisdiction. 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.

3.16 **Evaluation Process and Award**

3.16.1 **Contractual Intent/Right to Terminate and Recomence ITN Process**

The University intends to contract with one Vendor whose proposal is 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 Intended Decision, 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.

3.16.2 **Effective Period of Proposals**

Under this ITN, the University shall hold that Vendors’ responses to this ITN shall remain in effect for a period of 90 days following the opening 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.

3.16.3 **Errors and Omissions in Vendor’s 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.

3.16.4 **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 fully perform 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 / Client references
- Disclosure of complaints or pending actions, legal or otherwise, against the Vendor.

3.16.5 Apparently Conflicting Information Obtained by Vendor
The University is under no obligation whatsoever to honor or observe any information that may conflict, or appear to conflict, with any provision herein, regardless of whether such information be obtained from any office, agent or employee of the University. Such information shall not affect the Vendor’s risks or obligations under an agreement resulting from this ITN.

3.16.6 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.

3.16.7 Method of Award
The evaluation of each response to this ITN will be based on its overall competence, compliance, format and organization. The Award shall be made to the responsible Vendor whose proposal is determined to be the most advantageous to the University taking into consideration the evaluation criteria listed below. Pricing may be a criterion, but the responses with the lowest pricing shall not necessarily be the awarded Vendor.

Evaluation Criteria

UNF will evaluate proposals with the following criteria:

Conformity to technical requirements and specifications (Tab 8)
Manufacturer Performance and Migration Track record (Tab 6)
Maintenance
Reliability and track record with similar scale projects
Cost

3.16.8 Selection, Negotiation, Additional Information
Although the University reserves the right to negotiate with any Vendor(s) to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive Vendor(s) without further discussion, negotiation or prior notice. The University may presume that any proposal is a best-and-final offer.
3.16.9 Pre-Award Presentations
The University will require presentations from the highest ranked Vendor(s) in which they may be asked to provide information in addition to that provided in their proposals. Such presentations may include discussions relating to proprietary information, ability to perform and specific provisions of a Vendor’s response. Presentations are not public meetings.

3.16.10 Pre-Award Negotiations
The University reserves the right to negotiate prior to award with the highest ranked Vendor(s) for the purpose of addressing the matters set forth in the following list, which may not be exclusive:
- Resolving minor differences and typographical errors
- Terms and conditions
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from Vendors
- Obtaining the lowest and best pricing and/or revenue agreement

3.16.11 Notice of Intended Award Decision
A Notice of Intended Decision will be posted for review by interested parties on the University Purchasing Department’s website at http://www.unf.edu/purchasing/Bids_and_Notices.aspx and will remain posted for a period of three business days (72 hours). The University has no obligation to furnish this information by any other means than posting to this website.

3.16.12 Protests
Any vendor / interested person who is disputing the specifications or is adversely affected by a decision or intended decision concerning this competitive solicitation or contract award and who wants to protest such specifications, decision or intended decision shall file a protest in compliance with the University of North Florida (UNF) regulations. Failure to file a protest in accordance with UNF regulation 13.0020R, or failure to post the bond or other security as required in UNF regulations 13.0020R and 13.0030R shall constitute a waiver of protest proceedings.

3.16.13 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.

3.16.14 Open Meetings Requirement/Public Records
Pursuant to §286.0113, Fla. Stat., evaluation committee meetings are not open to proposers or other members of the public when negotiation strategies are discussed, any portion of the meeting involves negotiation with a vendor, at which a vendor makes an oral presentation, or at which a vendor answers questions. A complete recording (i.e. audio recording or transcript) must be made of these closed meetings. These recordings are exempt from disclosure under the public records law until the Purchasing Department posts Notice of Intended Decision or until 30 days after final sealed replies are all opened, whichever occurs first. If all sealed replies are rejected, the recordings remain exempt until the Purchasing
Department posts a Notice of a Decision concerning the reissued ITN or until the Purchasing Department withdraws the reissued ITN. The exemption period cannot exceed 12 months after the initial Purchasing Department notice rejecting all replies.

3.16.15 Preference for Florida Based Vendors for Purchases of Personal Property
Pursuant to §287.084, Fla. Stat., a preference shall be provided to vendors with a principal place of business in Florida. If the highest ranked responsible and responsive reply is from a vendor whose principal place of business is outside of Florida and is in a state or political subdivision thereof that grants a preference for the same purchase to a vendor in such state or political subdivision, as applicable, then the University shall grant the same preference to the Florida based vendor with the highest ranked responsible and responsive reply received pursuant to this Invitation to Negotiate.

For vendors whose principal place of business is outside of Florida, such vendors must, at the time of submitting its reply, provide a written opinion from a licensed attorney in its state specifying (a) the preference(s) granted by the state or political subdivision and (b) how the preference(s) is/are calculated.

For vendors whose principal place of business is outside of Florida, such vendors must, at the time of submitting its reply, provide a written opinion from a licensed attorney in its state specifying (a) the preference(s) granted by the state or political subdivision and (b) how the preference(s) is/are calculated.

Section 6.5, Attestation of Principal Place of Business, must be completed and returned with your ITN response.

4.0 AGREEMENT TERMS AND CONDITIONS
The following are the terms and conditions that will become part of any Agreement consummated between the University and the Successful Vendor. In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Agreement, Best and Final Offer, Addenda to ITN, Invitation to Negotiate.

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

4.2 Advertising; Use of University Marks
The Successful Vendor shall not advertise or publish information concerning the Agreement including, without limitation, advertising that the University is a customer or client of Successful Vendor and shall not utilize University marks without prior written consent of the University.

4.3 Americans with Disabilities Act
The Successful Vendor shall comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the act.

4.4 Certification
By signature on the “Proposal Certification” form included under Section 6.0, the Vendor certifies that the submission of the proposal did not involve collusion or other anti-competitive practices. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted proposal. In addition, Vendor certifies whether or not an employee of the University has, or whose relative has, a substantial interest in any Agreement subsequent to this ITN. Vendor also certifies their status with regard to debarment or suspension by any federal entity.
Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting Agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting Agreement. Any resulting Agreement may be subject to legal remedies provided by law. Vendor agrees to promote and offer to the University only those services and/or materials as stated in and allowed for under resulting Agreement(s).

4.5 Conflict of Interest
The award hereunder is subject to the provisions of §112, Fla. Stat. Vendors must disclose with the proposal the name of any officer, director or agent of Vendor who is, or whose spouse or child is, an employee of the University. Further, all Vendors must disclose the name of any University employee who owns, directly or indirectly, an interest of 5 percent or more in the Vendor’s firm or any of its branches.

4.6 Discrimination
No entity or affiliate of any such entity which has been placed on the convicted Vendor list, suspended Vendor list, discriminatory Vendor or federal excluded parties list may (a) submit a bid on a contract to provide goods or services to the University (b) submit a bid on a contract with the University for the construction or repair of a public building or public work (c) submit proposals on leases of real property to the University (d) award or perform work as a Vendor, supplier, subcontractor or consultant under contract with the University or (e) transact business with the University.

4.7 Drug Free Workplace
The Successful Vendor agrees that in the performance of the Agreement, neither the Successful Vendor nor any employee of the Successful Vendor shall engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity covered by the Agreement. The University reserves the right to request a copy of the Successful Vendor’s Drug Free Workplace Policy. The Successful Vendor further agrees to insert a provision substantially the same as this statement in any and all subcontracts permitted for the performance of the work.

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

4.9 Federal, State and Local Taxes, Licenses and Permits
Successful Vendor is solely responsible for complying with all laws, ordinances and regulations on taxes, licenses and permits as they may apply to any matter under this ITN. The Successful Vendor must demonstrate that it is duly licensed by any regulatory body governing its performance during the term of this Agreement. Prior to the commencement of Agreement, the Successful Vendor shall be prepared to provide evidence of such licensing as may be requested by the University. Successful Vendor shall, at no expense to the University, procure and keep in force during the entire period of the Agreement all such permits and licenses.
4.10 **Inspection; Audit; Document Retention**  
The Vendor agrees to maintain at its place of business records, books, account information and related materials relevant to this Agreement. The University and the Auditor General of the State of Florida, or any of their authorized representatives, will have the right upon reasonable notice to inspect such materials or obtain copies thereof, whether by their own representatives or by certified public accountants, during reasonable business hours and in a manner that does not disrupt the Vendor’s business operations. The Vendor agrees to retain any documents relevant to the Agreement for a period of at least three years after the final payment or termination of the Agreement, whichever is later. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute resolved. The Vendor’s invoices for payment or other compensation shall be submitted in detail sufficient for proper pre-audit and post-audit review. The Vendor agrees to include this provision in any contract it has with any subcontractor, consultant or agent whose services will be charged directly or indirectly to the Agreement.

4.11 **Liens**  
Each Successful Vendor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Successful Vendor.

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

4.13 **Non-Discrimination**  
The parties agree to be bound by applicable state and federal rules governing equal employment opportunity and non-discrimination.

4.14 **Ownership of Documents**  
All drawings, maps, sketches, documents, records, programs, database, reports and other data developed or purchased under this Agreement, for or at the University’s expense, shall be and remains 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.

4.15 **Sales and Use Tax**  
The Successful Vendor agrees to comply, 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, excise and use taxes.

4.16 **Sexual Harassment**  
Federal law and the regulations and/or policies of the University prohibit sexual harassment of University employees or students or other persons on the University campus. Sexual harassment includes any unwelcome sexual advance, any request for a sexual favor 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 offensive academic environment for University students. University Vendors, subcontractors and suppliers are required to exercise control over their employees so as to prevent 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 remain off University premises and to take such other
action as may be reasonably necessary to cause the sexual harassment to cease. Successful Vendor shall protect and indemnify the University, its officers and agents to the full extent of the indemnification set forth in paragraph 4.24 against any claims of liability arising from or based on any actual or alleged sexual harassment by Successful Vendor, its subcontractors, suppliers, their employees and agents.

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

4.18 Smoking Policy
All facilities of University are smoke-free. Smoking is not permitted inside University buildings or within specified distances from buildings. The Successful Vendor shall comply with the University’s smoke-free policy.

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

4.20 Assignment Delegation
No right or interest in the Agreement shall be assigned, or delegation of any obligation made by Successful Vendor, without the University’s written consent. Any attempted assignment or delegation by Successful Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

4.21 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.

4.22 Force Majeure
Neither University nor Successful Vendor shall be responsible for any losses resulting if the fulfillment of any terms or provisions of the Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent.

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

The Successful Vendor shall indemnify, defend, and hold harmless the University, the University’s Board of Trustees, the Florida Board of Governors and the State of their officers, agents, and employees, ("Indemnified Parties") from and against 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, breach of contract, 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 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 does not indemnify or hold the Vendor harmless from loss, damage, injury or otherwise that Vendor suffers arising in connection with the Agreement. The University does not agree to enlarge the scope of the waiver of sovereign immunity provided in §768.28, Fla. Stat.

4.25 **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 30 days prior to the date that each applicable insurance policy is scheduled to expire. The University must be named “additional insured” on automobile and general liability policies by written policy endorsement. The University shall not be responsible for any deductible or self-retention on the following insurance requirements:

**General Liability Insurance** – The Successful Vendor shall provide the ISO Commercial General Liability policy for general liability coverage for limits equal to the greater of $1 million per occurrence and $2 million aggregate. Coverage shall be maintained without interruption from date of commencement of work until date of final payment.

**Professional Liability** - Coverage limits shall be no less than $1 million.

**Worker's Compensation** - The Successful Vendor shall secure and maintain for the life of this Agreement valid Worker's Compensation Insurance as required by §440, Fla. Stat.

**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 per person, $500,000 per occurrence.

**Additional Coverage** - The Successful Vendor shall secure and maintain for the term of this Agreement any additional insurance coverage required elsewhere in the ITN.
4.26 Protection of Property
The Successful Vendor shall at all times guard against damage or loss to the property of the University, or of others or Vendors, and shall be held responsible for replacing or repairing any such loss or damage. The University may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Successful Vendor or their agents. The Successful Vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

4.27 Labor Disputes
Successful Vendor shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance of the Agreement.

4.28 Compliance with Laws, University Regulations and Policies
Successful Vendors are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances and regulations affecting the rights of their employees and shall protect and indemnify the University, its officers and agents to the full extent of the indemnification set forth in paragraph 4.24 against any claims of liability arising from or based on any violation thereof.

The Successful Vendor’s employees, and any other persons in or about the University’s premises at the instance or request of Successful Vendor, shall conform to all regulations and policies established by the University to govern the general conduct of persons in or about the University’s premises. University Regulations and Policies are available on the University’s website at www.unf.edu

4.29 No Replacement of Defective Tender
Every tender of goods must fully comply with all provisions of the Agreement as to the time of delivery, quantity and the like. A tender that does not fully conform shall constitute a breach and Successful Vendor shall not have the right to substitute a conforming tender.

4.30 No Waiver of Right by the University
No waiver by University of any breach of the provisions of the Agreement by the Successful Vendor shall in any way be construed to be a waiver of any future breach or bar the University’s right to insist on strict performance of the provisions of the Agreement.

4.31 Parking
The Successful Vendor shall obtain all parking permits and/or decals that may be required while conducting business OR performing project work on University premises. The Successful Vendor should visit http://www.unf.edu/parking for additional information.

4.32 Payment Terms
The University’s obligation is payable only and solely from funds appropriated for the purpose of the Agreement. The University shall mail the Successful Vendor’s payment within 40 days after receipt of an acceptable invoice and receipt, inspection and acceptance of the goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to mail payment within 40 days shall result in the University paying interest at the rate established pursuant to §55.03(1), Fla. Stat. These provisions apply only to any undisputed amounts for which payment has been authorized (See Section 6.5, page 36).
4.33 **Prior Course of Dealings**
No trade usage, prior course of dealings or course of performance under other agreements shall be a part of any agreement resulting from this ITN; nor shall such trade usage, prior course of dealing or course of performance be used in the interpretation or construction of such resulting Agreement.

4.34 **Public Entity Crime**
A person or affiliate who has been placed on the convicted list by the Department of Management Services, State of Florida, may not submit a proposal on a contract to provide any goods or services, including construction, repairs or leases, and may not be awarded or perform work as a Vendor, supplier, subcontractor or consultant for the University for a period of 36 months from the date of being placed on the convicted list. A "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or any entity under the control of any natural person, who is active in its management and who has been convicted of a public entity crime (UNF Regulation 13.0010R (II)(4)).

4.35 **Public Records**
All proposal information submitted and opened becomes subject to the Public Law set forth in §119, Fla. Stat. The Agreement may be unilaterally canceled for refusal by Vendor to allow public access to all documents, papers, letters or other materials subject to the provisions of §119, Fla. Stat. and made or received by the Vendor in conjunction with the Agreement.

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

4.37 **Remedies and Applicable Law**
The Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida and the regulations of the Florida Board of Governors and the University. The University and Successful Vendor shall have all remedies afforded each by said law. The venue of any action or litigation commenced to enforce the Agreement is Duval County, Florida.

4.38 **Right of Inspection**
University has the right to inspect the goods at delivery before accepting them.

4.39 **Right of Offset**
The University shall be entitled to offset against any sums due the Successful Vendor, any expenses or costs incurred by the University or damages assessed by the University concerning the Successful Vendor’s non-conforming performance or failure to perform the Agreement or any other debt owing the University including expenses, costs and damages described in the termination provisions contained herein.

4.40 **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.

4.41 **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 and characteristics desired. It 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/are 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 Vendor 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.

4.42 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.

4.43 Termination

4.43.1 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. Successful Vendor acknowledges and agrees that receipt of just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination by University for convenience constitutes fair and adequate consideration and mutuality of obligation to support the Agreement.

4.43.2 Default
The University reserves the right to terminate the Agreement, in whole or in part, due to (a) the failure of the Successful Vendor to comply with any term or condition of the Agreement including, without limitation, any breach of a warranty or representation or (b) the failure of the Successful Vendor to make reasonably satisfactory progress in performing the Agreement. The University shall provide written notice of the termination stating grounds for the termination 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, together with reasonable attorney’s fees and costs associated with the collection of such excess costs.

4.43.3 Gratuites
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, loans, rewards, promises of future employment, favors or services 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, the University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Successful Vendor in providing such gratuities.

4.43.4 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 30 days; or if Successful Vendor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Successful Vendor or its business.

4.43.5 Legislative Appropriation
Obligations of the University under the Agreement are subject to the availability of funds lawfully appropriated annually for its purposes by the Florida Legislature.

4.43.6 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 90 days after the order is delivered to the Successful Vendor and for any further period to which the parties may agree. The order shall be specifically identified as a Stop Work Order issued under this provision. Upon receipt of the order, the Successful Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the Successful Vendor shall resume work. The University shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

4.43.7 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.
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.

Title Risk of Loss

The title and risk of loss of the goods shall not pass to University until University actually receives the goods at the point, or points of delivery (FOB Destination).

Representations and Warranties

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

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

No Limitation of Liability; Mutuality of Remedies

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

Governing Law

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

Confidentiality

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

Independent Contractor

Vendor is an independent contractor and not an agent, employee, partner, joint venture or representative of the University and neither Vendor nor any of its employees, officers or agents shall hold themselves out as such. Neither Vendor nor the University has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other, unless Vendor and the University expressly agree otherwise in a writing signed by both parties. Vendor or, as applicable, the parties with whom Vendor contracts shall bear and be solely responsible for (i) paying all wages (including overtime pay), benefits and other compensation to which their employees may be entitled to receive in connection with performing the Agreement and (ii) withholding, reporting and paying all
applicable payroll taxes and contributions, including without limitation federal, state and local income
taxes, social security taxes, employment and unemployment compensation taxes, Medicare and workers'
compensation. The University shall not withhold any taxes in connection with the compensation paid to
Vendor in relation to their performance of the Agreement. Such payments shall be the sole responsibility
of Vendor or, as applicable, the parties with whom Vendor contracts and Vendor agrees to file all required
forms and make all required payments appropriate to each employee's tax status when and as they
become due. Vendor or, as applicable, the parties with whom Vendor contracts shall bear the cost of, and
be solely responsible for, obtaining and maintaining all
necessary insurance coverage and benefits for each employee including, without limitation, workers'
compensation, health, disability, general liability and other insurance and benefits to which such employees
may be entitled. Vendor or, as applicable, the third parties with whom Vendor contracts are solely
responsible for payments related to any retirement benefits or other welfare or pension benefits to which
its employees are entitled. None of the employees are entitled to neither participate in any of the benefits
provided to University employees (including additional pay or time off for University holidays or vacations)
nor in any employee benefit plans, arrangements or
distributions of the University. Vendor shall be responsible for providing Vendor’s own insurance coverage
to protect Vendor from any claims made against Vendor by employees, including those that may arise from
the goods or services rendered pursuant to the Agreement.

4.50  **Dispute Resolution**
Absent a separate written agreement so providing, the University does not consent to binding arbitration
or binding mediation of disputes arising pursuant to, or in connection with, the Agreement. Disputes
involving monetary claims of $200,000 or less may, at the sole option of the University, be conducted
pursuant to the Administrative Procedures Act, §120 Fla. Stat. All other disputes shall be adjudicated by the
state courts of Florida.

4.51  **Incorporation of Sections of ITN**
The substantive provisions of Section 1 (Overview), Section 3 (General Information and Instructions to
Proposers) and Section 4 (Agreement Terms and Conditions) of this ITN, to the extent not fully performed
prior to the Agreement, are incorporated and made a part of the Agreement.

4.52  **Travel Expenses**
Travel expenses are reimbursable to Vendor only if the ITN provides that the Vendor’s fee for services is not
all-inclusive and that the University will fund such travel in addition to the Vendor’s fee. Where travel is
reimbursable, Vendor agrees to complete a travel authorization form prior to traveling and to submit bills
for any travel expenses in accordance with §112.061, Fla. Stat. No travel expenses will be paid to, or for the
benefit of, any individual in excess of the amount permitted by §112.061, Fla. Stat.

4.53  **Employment of Undocumented Workers**
Vendor shall comply with any applicable law prohibiting the employment of undocumented aliens.

4.54  **Survival**
The obligations under this Agreement which, by their nature, would continue beyond the expiration of the
term of this Agreement shall survive termination, expiration or cancellation of this Agreement.

4.55  **Severability**
If any provision of the Agreement is determined to be invalid or unenforceable, such determination
shall not affect, impair or invalidate the remainder of the Agreement.
5.0 SCOPE OF WORK, SPECIFICATIONS, TECHNICAL REQUIREMENTS

5.1 Background
UNF has an Intellikey® system that controls access to student residence rooms and other doors on campus. UNF has decided to replace the existing Intellikey® system with an access control system that is card credential based. The new system shall use the card technology currently employed by UNF, the Osprey One Card, which is a card used with the existing CardSmith system [http://www.card-smith.com](http://www.card-smith.com).

5.2 Current Door Hardware
The project will make maximum use of existing hardware and door preps at existing doors; to include lock bodies, existing wiring, cylinders, trim, exit devices, power supplies, transfer hinges and existing campus keyways. UNF’s existing hardware standards are Sargent and Corbin Russwin which uses a Pyramid key system. All locking hardware shall be Grade 1 and meet all current Florida Building Code Wind Load requirements for exterior doors. Available in the following hardware configurations, Cylindrical, Mortise with Deadbolt with Cylinder Override, Mortise with Deadbolt without Cylinder Override, Mortise without Deadbolt with Cylinder Override, Mortise without Deadbolt without Cylinder Override, Mortise, Rim Exit, Exit Mortise. The solution shall maintain UNF’s current standards for mechanical key control and reuse the existing cylinder when possible on retrofit applications or be able to use the appropriate mortise, rim, fixed or IC cylinder (i.e. A mortise lock is to use a mortise cylinder). The key override must directly retract the latch bolt via the locking cam on the back of the cylinder.

5.3 Current Data Center Environment
The current UNF Network Operating Center (NOC) is remotely located from each of the buildings. The access control system database will reside in the NOC location and shall run on UNF provided virtual servers.

The successful proposer must provide an enterprise server solution at the central location that will support access control services at the remote buildings.

5.4 Current Network Environment
The current local area network (LAN) in each building consists of a TCP/IP network operating at speeds ranging from 100 Mbps to 1 GBPS over CAT 6 Ethernet environment. Campus standards include 802.11 A/G/N at 2.4 and 5 gigahertz unlicensed spectrum. Encryption standards include Enterprise WPA2/AES as the preferred mechanism, and WPA2/PSK (pre-shared key) as the lesser mechanism for solutions which cannot participate in the use of digital certificates.

802.11 Wi-Fi service is provided at each building location. The successful proposer is responsible for conducting a wireless signal strength survey and recommending additional wireless access points based on the survey. Additional access points will be provided by UNF.
5.5 **Scope of Work Overview**

The successful proposer must provide all necessary components, software and services required to implement the system. The vendor must install the system and provide training for UNF staff. The vendor must provide warranty support for the system for up to three years.

The requirements are unique at each building; however, each building will include combinations of the primary components listed below. Each building’s specific components and quantities are shown on the drawings. Therefore, the proposer must review the specific requirements for each location as shown on the drawings to determine what components are needed at any building, and in what quantities.

1. Wireless IP enabled access control mortis locks.
2. Fire Alarm/Life Safety Interfaces.
3. Building-Wide Lockdown of the exterior doors.

The design and integration of the technology of the entire system’s technology is the responsibility of the successful proposer. All components of the system must be maintained by the successful proposer. It is the desire of the University that the access control system be an “open architecture” system meaning that the system hardware can operate different access control software. The proposer should clearly indicate to what degree their proposed system complies with the “open architecture” requirement.

All work is to be performed by the successful contractor unless noted in the specifications or on the drawings.

5.6 **AIA Specifications (Attachment A)**

01 25 00  Substitution Procedures
01 31 00  Project Management and Coordination
01 32 00  Construction Progress Documentation
01 33 00  Submittal Procedures
01 77 00  Closeout Procedures
01 78 23  Operation and Maintenance Data
26 05 33  Raceway and Boxes for Electrical Systems
26 43 13  Transient Voltage Surge Suppression for Low Voltage Electric Power Circuits
28 05 13  Conductors and Cables for Electronic Safety and Security
28 05 44  Sleeves and Sleeve seals for Electronic Safety and Security Pathways
28 13 00  Access Control

5.7 **Drawings**

The following drawings are included in the ITN and will be provided to Vendors once an email request to s.milesevic@unf.edu is received.

AS-001  TECHNOLOGY SYMBOL LEGEND
AS-101-A  TYPICAL SECURITY PLANS - OSPREY VILLAGE - BUILDING A
AS-101-B  TYPICAL SECURITY PLANS - OSPREY VILLAGE - BUILDING B
AS-101-C  TYPICAL SECURITY PLANS - OSPREY VILLAGE - BUILDING C
AS-101-D  TYPICAL SECURITY PLANS - OSPREY VILLAGE - BUILDING D
AS-101-E  TYPICAL SECURITY PLANS - OSPREY VILLAGE - BUILDING E
AS-101-F  TYPICAL SECURITY PLANS - OSPREY VILLAGE - BUILDING F
AS-101-G  TYPICAL SECURITY PLANS - OSPREY VILLAGE - BUILDING G
AS-101-Q-1 TYPICAL SECURITY PLANS - OSPREY CROSSINGS - BLDG Q - LEVEL 1
AS-101-Q-2 TYPICAL SECURITY PLANS - OSPREY CROSSINGS - BLDG Q - LEVEL 2
AS-101-Q-3 TYPICAL SECURITY PLANS - OSPREY CROSSINGS - BLDG Q - LEVEL 3
AS-101-R-1 TYPICAL SECURITY PLANS - OSPREY CROSSINGS - BLDG R - LEVEL 1
AS-101-R-2 TYPICAL SECURITY PLANS - OSPREY CROSSINGS - BLDG R - LEVEL 2
AS-101-R-3 TYPICAL SECURITY PLANS - OSPREY CROSSINGS - BLDG R - LEVEL 3
AS-101-S-1 TYPICAL SECURITY PLANS - OSPREY CROSSINGS - BLDG S - LEVEL 1
AS-101-S-2 TYPICAL SECURITY PLANS - OSPREY CROSSINGS - BLDG S - LEVEL 2
AS-101-S-3 TYPICAL SECURITY PLANS - OSPREY CROSSINGS - BLDG S - LEVEL 3
AS-101-T-1 TYPICAL SECURITY PLANS - OSPREY COVE - BLDG T - LEVEL 1
AS-101-T-2 TYPICAL SECURITY PLANS - OSPREY COVE - BLDG T - LEVEL 2
AS-101-T-3 TYPICAL SECURITY PLANS - OSPREY COVE - BLDG T - LEVEL 3
AS-101-U-1 TYPICAL SECURITY PLANS - OSPREY COVE - BLDG U - LEVEL 1
AS-101-U-2 TYPICAL SECURITY PLANS - OSPREY COVE - BLDG U - LEVEL 2
AS-101-U-3 TYPICAL SECURITY PLANS - OSPREY COVE - BLDG U - LEVEL 3
AS-101-V-1 TYPICAL SECURITY PLANS - OSPREY COVE - BLDG V - LEVEL 1
AS-101-V-2 TYPICAL SECURITY PLANS - OSPREY COVE - BLDG V - LEVEL 2
AS-101-V-3 TYPICAL SECURITY PLANS - OSPREY COVE - BLDG V - LEVEL 3
AS-101-W-1 TYPICAL SECURITY PLANS - OSPREY LANDING - BLDG W - LEVEL 1
AS-101-W-2 TYPICAL SECURITY PLANS - OSPREY LANDING - BLDG W - LEVEL 2
AS-101-W-3 TYPICAL SECURITY PLANS - OSPREY LANDING - BLDG W - LEVEL 3
AS-101-X-1 TYPICAL SECURITY PLANS - OSPREY LANDING - BLDG X - LEVEL 1
AS-112-X-2 TYPICAL SECURITY PLANS - OSPREY LANDING - BLDG X - LEVEL 2
AS-101-X-3 TYPICAL SECURITY PLANS - OSPREY LANDING - BLDG X - LEVEL 3
AS-101-Y-1 TYPICAL SECURITY PLANS - OSPREY LANDING - BLDG Y - LEVEL 1
AS-101-Y-2 TYPICAL SECURITY PLANS - OSPREY LANDING - BLDG Y - LEVEL 2
AS-101-Y-3 TYPICAL SECURITY PLANS - OSPREY LANDING - BLDG Y - LEVEL 3
AS-101-Z-1 TYPICAL SECURITY PLANS - OSPREY HALL - BLDG Z - LEVEL 1
AS-101-Z-2 TYPICAL SECURITY PLANS - OSPREY HALL - BLDG Z - LEVEL 2
AS-101-Z-3 TYPICAL SECURITY PLANS - OSPREY HALL - BLDG Z - LEVEL 3
AS-101-55-1A TYPICAL SECURITY PLANS - OSPREY FOUNTAINS - AREA A
AS-101-55-1B TYPICAL SECURITY PLANS - OSPREY FOUNTAINS - AREA B
AS-101-55-1C TYPICAL SECURITY PLANS - OSPREY FOUNTAINS - AREA C
AS-101-55-1D TYPICAL SECURITY PLANS - OSPREY FOUNTAINS - AREA D

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COST MATRIX

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<td><strong>Osprey Crossings (Buildings Q, R, S)</strong></td>
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In addition please provide costs for the following items.

1. PROVIDE THE COST ESTIMATE FOR ONE TYPICAL DOOR (INCLUDE WIRELESS CARD READER/LOCK, MATERIALS AND LABOR FOR THE DOOR; DO NOT INCLUDE HEAD-END COSTS. THIS IS THE COST TO ADD A DOOR ONCE THE SYSTEM IS INSTALLED. ____________________________________________

2. PROVIDE THE ANNUAL SUPPORT COST FOR YEARS 4-10 (YEARS 1-3 COVERED BY WARRANTY): ____________________________________________

3. PROVIDE HOURLY MAINTANANCE COST FOR MAINTENANCE REQUESTS: ____________________________________________

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6.0 CERTIFICATION AND FORMS

6.1 Certification of Proposal

**Explanation:** This certification attests to the Vendor’s awareness and agreement to the content of this Invitation to Negotiate (ITN) and all accompanying terms, conditions and provisions contained herein. In addition, any documents incorporated by reference in the requests for additional language or request for revisions and any and all forms UNF will need to fill out, prepare or submit to Vendor if awarded the contract must be included in Vendor’s solicitation response. Be advised that UNF, as a State University, must adhere to applicable laws and regulations and therefore certain terms and conditions cannot be altered.

**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 #14-15 issued by the University. 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 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 (90) calendar days as of the Due Date for responses to the ITN.

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: ______________________________

Name: ______________________________ Title: ______________________________

Name of Official: ______________________________ Title: ______________________________

Signature: ______________________________ Date: ______________________________
6.2 Conflict of Interest Certificate

Proposer must execute either Section I or Section II hereunder relative to §112.313(12), Fla. Stat. Failure to execute either section may result in rejection of this proposal.

SECTION I

I hereby certify that no official or employee of the UNF requiring the goods or services described in these specifications has a material financial interest in this company.

______________________________________________  ______________________________________________________________________
Name of Official (type or print)  Company Name

______________________________________________
Signature

______________________________________________
Business Address

City, State, Zip Code

SECTION II

I hereby certify that the following named UNF official(s) and/or employee(s) having material financial interest (in excess of 5 percent) in this company have filed Conflict of Interest Statements with the UNF Presidents Office, 1 UNF Drive, Jacksonville, FL 32224 prior to the time of proposal opening.

______________________________________________
Name  Title/Position  Date of Filing

______________________________________________
Name of Official (type or print)  Company Name

______________________________________________
Signature

______________________________________________
Business Address

City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

The UNF requires that a public official who has a financial interest in a proposal or contract make a disclosure at the time that the proposal or contract is submitted, or at the time that the public official acquires a financial interest in the proposal or contract. Please provide disclosure, if applicable, with proposal.

Public Official: ______________________________________________________________________

Position Held: ______________________________________________________________________

Position/Relationship with Proposer: ______________________________________________________________________
6.3 Addendum Acknowledgment

I, the undersigned, acknowledge the receipt of:

Addendum # _____ through Addendum # _____

All addenda to this ITN #14-15 shall become part of your firm’s competitive solicitation response and the subsequent contract, if applicable.

The University has no obligation to furnish addenda by any other means than posting to its website. Failure to acknowledge addendum/addenda issued as a result of this Invitation to Negotiate and returning this form with your response may result in disqualification of your response to this ITN.

Authorized Signature: ____________________________________________________________

Printed or Typed Name: ___________________________________________________________

Company Name: __________________________________________________________________

Date: __________________________________________________________________________

6.4 Government Classifications

Check all applicable:

☐ Hispanic ☐ American Women
☐ African American ☐ Women Owned
☐ Asian-Hawaiian ☐ Non-Minority
☐ Native American ☐ Veteran
☐ Small Business ☐ Disabled
☐ Government Agency ☐ Service Disabled Veteran

6.5 INVOICE AND PAYMENT

Payment shall be made by the University to Contractor/Vendor in accordance with the Florida Prompt Payment Act (see paragraph 4.32). The University’s preferred method of payment is by credit card. Upon award, Contractor/Vendor will be contacted by the University to participate in its credit card payment program. Contractor/Vendor should complete the information requested below:

Contractor/Vendor will ____ will not ____ accept credit card payments.

Accounting Department contact information:

Name (printed) _________________________________________________________________

Title _________________________________________________________________

Phone number __________ Email address __________________________
6.5 Attestation of Principal Place of Business

University of North Florida ITN 14-15

Name of bidder __________________________ Business Name __________________________

Identify the state in which the bidder has its principal place of business __________________________

Bidder’s signature __________________________ Title __________________________

INSTRUCTIONS: IF your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required. IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to comply may be considered as non-responsive to the terms of this solicitation.

OPINION OF OUT-OF-STATE BIDDER’S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: §287.084(2), Florida Statutes, provides that “a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.” See also § 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

______ The bidder’s principal place of business is in the State of ___________ and it is my legal opinion that the laws of that state do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that state.

______ The bidder’s principal place of business is in the State of ___________ and it is my legal opinion that the laws of that state grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

______ The bidder’s principal place of business is in the political subdivision of ___________ and it is my legal opinion that the laws of that political subdivision do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

______ The bidder’s principal place of business is in the political subdivision of ___________ and it is my legal opinion that the laws of that political subdivision grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

Signature of out-of-state bidder’s attorney __________________________

Printed name of out-of-state bidder’s attorney __________________________

Address of out-of-state bidder’s attorney __________________________

Telephone number of out-of-state bidder’s attorney (_____) _______ - _________

Email address of out-of-state bidder’s attorney __________________________

Attorney’s states of bar admission __________________________