



FLORIDA POLYTECHNIC
UNIVERSITY

COMPETITIVE SOLICITATION

21-009 INVITATION TO NEGOTIATE

FOR

STUDENT HOUSING FEASIBILITY STUDY & HOUSING
CONSULTING & ADVISORY SERVICES

ISSUED SEPTEMBER 8, 2021

Florida Polytechnic University

4700 Research Way Lakeland, FL 33805-8531 | 863.583.9050 | 863.874.8711 | FloridaPolytechnic.org



Invitation to Negotiate (ITN)

21-009 Student Housing Feasibility Study & Related Consulting & Advisory Services

Date: September 8, 2021

TO: Potential Respondents

Florida Polytechnic University (hereinafter referred to as *the University*) is soliciting responses to an Invitation to Negotiate for Student Housing Feasibility Study and Housing Consulting & Advisory Services at FLORIDA POLYTECHNIC UNIVERSITY located in Lakeland, Florida.

Carefully review this Invitation to Negotiate. It provides specific technical information to aid participating firms in formulating a thorough response.

Intent to Respond: To ensure that ITN documentation and any subsequent information (modifications, clarifications, addenda, etc.) is directed to the appropriate primary contact person with the Respondent, each Respondent who intends to participate in this ITN is required to provide immediately the following information to the Procurement Facilitator:

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- Email address of primary contact
- Secondary contact person(s) including all information above

This information shall be transmitted electronically to: Andrea Cashell acashell@floridapoly.edu

Proposal Submission and Deadline:

Respondent must provide one (1) original and four (4) printed copies, and one (1) electronic copy saved on a jump drive. The Proposal and copies must be delivered under sealed cover prior to 2:00 PM (EST), October 29, 2021, to the attention of the Procurement Facilitator and sent to the address below:

Florida Polytechnic University
Attn: Andrea Cashell
4700 Research Way
Lakeland, FL 33805

Proposals shall be enclosed in sealed envelope(s) and must clearly show the closing date and time specified, the Solicitation number, and the name and address of the Respondent on the face of the envelope(s). Please indicate which envelope contains the original Proposal.

Note: Proposals received after the closing date and time will not be considered.

For more information refer to "ITN Information and Instructions" below.

Late or incomplete responses will not be accepted.

Respondents are fully responsible for obtaining the complete ITN, Addenda (if applicable), and information concerning the ITN tabulations by visiting our web site: <https://floridapoly.edu/procurement/solicitations.php>

After the posting of award, Respondents may view the ITN files by contacting the Procurement Facilitator.

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

ANDREA CASHELL

DIRECTOR OF PROCUREMENT

Phone: 863-874-8583

e-mail: PROCUREMENT@FLORIDAPOLY.EDU

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FLORIDA POLYTECHNIC UNIVERSITY PROCUREMENT**INVITATION TO NEGOTIATE 21-009 ITN****Student Housing Feasibility Study and Housing Consulting Services****SUBMITTAL DUE DATE: October 29, 2021, TIME: 2:00 PM ET****Section I - OVERVIEW**

A. General Information and Summary

FLORIDA POLYTECHNIC UNIVERSITY is a public, research institution with a mission to educate students emphasizing Science, Technology, Engineering, and Mathematics (STEM) in an innovative, technology-rich, and interdisciplinary learning environment. The university collaborates with industry partners to offer students real-world problem-solving, work experience, applied research and business leadership opportunities. The university prepares students to assume available leadership positions in the dynamic technological landscape in Florida, the nation, and the world.

The University's website (<https://floridapoly.edu/>) provides additional information, which may be useful to the Respondent.

The University intends to contract with one (1) firm to provide a Feasibility Study for Student Housing and Consulting Services on housing issues. However, the University reserves the right to award in part or in whole and award to multiple respondents. The awarded contract(s) will be non-exclusive.

Please note: There are two (2) parts to this solicitation.

Part A: Student Housing Feasibility Study

Part B: Consulting and Advisory Services on Housing Issues

Respondent may respond to this ITN in all or in part.

B. Timetable

The anticipated schedule and deadlines for this ITN and contract approval are projected as follows:

Activity	Time Eastern Time	Date
Issue ITN	N/A	09/8/2021
Deadline date for written questions	2:00 p.m.	09/17/2021
University response to written questions	N/A	09/24/2021
Submittal Due Date	2:00 p.m.	10/29/2021
Presentations	TBD	11/10/;11/11/11/12

Notes: All dates are estimated. Any change in dates will be announced to all parties.

C. Contact Person

The Procurement Facilitator and sole contact for this ITN is:

Procurement Facilitator: Andrea Cashell

Title: Director of Procurement

Email: acashell@floridapoly.edu

Phone: 863-874-8583

Web address: <http://floridapoly.edu/procurement>

Respondents are advised that from the date of release of this ITN until award of the contract, **all communications shall be directed to the Procurement Facilitator listed above. Any unauthorized contact may result in the disqualification of the Respondent's submittal.**

Respondents are fully responsible for obtaining the complete ITN, addenda (if applicable), and all other related information by visiting our web site.

<https://floridapoly.edu/procurement/solicitations.php>

Explanation(s) and/or questions regarding the meaning or interpretation of this ITN must be requested from the above contact person, by e-mail prior to the deadline date, as stated in Section I "B. Timetable" above. All responses will be issued in the form of an Addendum and posted to our web site. It is recommended that you bookmark this website and visit it frequently throughout this entire process.

Any changes or clarifications to requirements shall be issued by official addenda. Respondents should not rely on any representations, statements, or explanations other than those made in writing by the University's sole Procurement Facilitator in the official addenda format. Where there appears to be a conflict between the ITN and any addenda issued, the last written addenda shall prevail.

D. Solicitation Documents

1. **ITN 21-009** – Solicitation Document (including any addenda)
2. **Attachment A:** Affidavit Form
3. **Attachment B:** ITN Terms and Conditions
4. **Attachment C:** Sample Contract

Section II - SCOPE OF SERVICES

A. Scope of Services Summary

The University is seeking proposals from qualified firms with Higher Ed experience to perform the following services:

- A. Conduct a student housing feasibility study as described in the specifications below.
- B. Provide consulting and advisory services on student housing issues.

Respondent may respond to ITN 21-009 all or in part. When responding, please identify each proposal (Part A and Part B) and clearly delineate a professional plan for Part A and Part B based on your expertise.

B. Objective

The University is seeking qualified consulting firm(s) to provide a Student Housing Feasibility Study specific to the University and/or to provide ongoing advisory and consulting services to the University on student housing issues. The above- named services should surround various topics related to student housing including, but not limited to, options with regard to public-private partnerships, financing, location on campus, structure, size, unit type, planning, design and development.

Through this process the University desires to negotiate the best value agreement(s) for the University. All responses should be submitted in accordance with the terms and conditions contained in this document and any documents associated with this ITN.

C. Project Overview

The University is the nation's leading institution of change, engineered from the ground up to push the boundaries of education in science, technology, engineering, and math (STEM).

The University's 2018-2023 strategic plan outlines the academic and economic goals the University will work to attain by the year 2023. One of those goals is to influence the economic development of the 4,000 acres that surround the University, to create a research park that would bring together industry, academia, and government. To realize this goal, the University will 1) provide the highest quality interdisciplinary educational programs and student research opportunities; 2) develop diverse, dynamic global citizens to strengthen communities and improve quality of life; 3) enhance opportunities for all students by providing transformational learning; 4) educate competitive, highly skilled students prepared to excel in the global job market; and 5) deliver a globalized curriculum. The residential student experience is a critical component for the success of our campus and for many of our students at Florida Polytechnic University.

The University currently has two (2) residence halls. These residence halls are steps away from main classrooms and share similar amenities including study rooms, common areas and kitchens, lounges with billiards and ping pong, community pool, and more.

Residence Hall I is approximately 90,000-square-feet and is designed with the modern student in mind. It offers three (3) and four (4) bedroom fully furnished units, with the latest technology and accommodations to make learning and living outside the classroom comfortable and fun. There are two (2) bathrooms per every four (4) person units. Residence Hall II is primarily made up of two (2) bedroom double units. Residence Hall II was designed with a more traditional residence hall feel in mind and features twice as much communal space as Residence Hall I, encouraging students to leave their rooms and create their own social hub.

The University's current housing needs have exceeded our current accommodations.

The study must specifically delineate the scenario, recommendations, justification, and analysis on the feasibility of housing requirements specific to the University.

The University envisions the Study being divided into multiple phases and will rely on the Respondent's expertise in drafting a proposal for a comprehensive housing study and/or related consulting needs.

D. Term of Contract

The Contract term related to Part A – Student Housing Feasibility Study is negotiable. Contract(s) related to Part B – Consulting and Advisory Services shall have an initial term of three (3) years from the time of contract. The Contract shall be renewable on an annual basis for up to two (2) consecutive one (1) year renewal periods. The total contract period will not exceed five (5) years, annual renewal will be contingent upon the University's needs and satisfaction with the services performed and the overall performance of the Successful Respondent.

The University reserves the right to renew the contract related to Part B under the same terms and conditions or to renegotiate any term and/or condition as may be necessary to meet requirements for any renewal period. The Successful Respondent will be advised of any proposed revisions prior to the renewal period specific to each service.

Section III - TERMS AND CONDITIONS RELATED TO THE COMPETITIVE SOLICITATION PROCESS

1.1. Actions of Respondent.

The University is not bound by the actions of any Respondent with respect to third parties. The Respondent is not a division or agent of the University.

1.2. Collusion Prohibited.

Respondent's collusion with other respondents, other respondents' employees, or any employee of the University is prohibited and may result in rescission or cancellation of solicitation (or award) without liability to the University.

1.3. Conflict of Interest.

The award of this competitive solicitation is subject to the provisions of Florida Statutes, Chapter 112, and any other laws, regulations and/or policies concerning conflicts of

interest in dealing with entities of the State of Florida (collectively, “Conflicts of Interest Rules”). Submission of a solicitation response, and acceptance of a contract resulting from this ITN, will require certification that Respondent is aware of and has complied with the requirements of the Conflicts of Interests Rules, including any requirement to file appropriate disclosures with the State of Florida Commission of Ethics prior to submission of a solicitation response.

Solely by way of example, Respondent must disclose in its solicitation response the name of any officer, director, or agent of the Respondent who is also an employee or public officer of The University, the State of Florida or of any of its agencies. Further, Respondent must disclose in its solicitation response the name of any University or State employee or public officer (or his or her spouse or child) who owns, directly or indirectly, an interest of five (5%) or more of the Respondent’s company or any of its affiliates or branches.

In addition, in accordance with Section 112.3185, Florida Statutes, by submitting a solicitation response, the Respondent certifies that no individual employed by the Respondent or subcontracted by the Respondent has an immediate relationship to any University employee or public officer who was or is directly or indirectly involved in any way in the drafting, evaluating, or awarding of this competitive solicitation.

Failure to disclose the required information or violation of the Conflicts of Interest Rules will be grounds for rejection of Respondent’s solicitation response, cancellation of an intent to award, and/or cancellation of any Contract with the Respondent.

1.4. Covenant against Commissions, or Brokerage and Contingent Fees.

By submitting a Proposal, the Respondent warrants that the Respondent has not employed or retained any person or entity, other than a bona fide employee working solely for the Respondent, to solicit or secure any award, agreement, or any other advantage related to this solicitation. By signing a contract with the University, the Successful Respondent warrants that it has not paid or agreed to pay any individual or company (other than a bona fide employee working solely for the awarded supplier), any fee, commission, percentage, gift, or other consideration (contingent fee) upon or resulting from the award or making of the contract. In the event of the Successful Respondent’s breach of this warranty, the University has the right to rescind any contract with the Successful Respondent resulting from this solicitation, without liability, and to deduct from any amounts otherwise payable to the Successful Respondent under the contract the full amount of contingent fee(s) and to pursue any other remedy available to the University.

1.5. Disposition of Proposals.

All proposals become the property of the University, and the University has the right to use all ideas, and/or adaptations of those ideas, contained in any proposal received in response to this solicitation. Any parts of a proposal, and any other material(s) submitted to the University with the proposal that are copyrighted or expressly marked as “confidential,” “proprietary,” “trade secret,” or similar marking, (proprietary designation) will be exempt from the public records disclosure requirements of chapter 119, Florida Statutes, only to the extent expressly authorized by Florida law. The mere use of a propriety designation, while necessary, by a respondent does not itself ensure that such materials will be exempt from disclosure. In the absence of a specific Florida statute exempting material from the public records law, the University is legally

obligated to produce all public records produced or received in the course of conducting university business, irrespective of any proprietary designation by the respondent. The University, or potentially a court, will make the ultimate determination of whether a respondent's claim of a proprietary designation will support an exemption from disclosure. The University's selection or rejection of a proposal will not affect this provision.

1.6. Public Records Laws; Trade Secret Certification.

As a public body corporate of the State of the Florida, The University is subject to Chapter 119 of Florida Statutes, commonly known as the Florida Public Records Law. This competitive solicitation is a public record. Any documents Respondent submits to the University in response to this competitive solicitation will also become a public record, which will similarly be subject to the Florida Public Records Law. As required by law, The University will respond to public records requests without providing Respondents whose documents have been requested any notice.

Should Respondents seek to assert trade secret protection for any document the Respondent submits in response to this competitive solicitation under Florida Statutes Section 688.002(4), Section 812.081(1)(c), Section 815.04(3), and/or Section 815.045, for each document that trade secret protection is claimed, Respondent must comply with the following:

1. Segregate and separately label the document(s) claimed as trade secrets: documents produced electronically should be produced on separate CD or electronic media clearly- labeled "Trade Secret" on the physical media as well in the title of the electronic folder or file; documents produced in hard copy should be separated and each clearly labeled "Trade Secret." Inserting the words "Confidential" and/or "Proprietary" to the front of or the footer of a document does not automatically entitle the document to be a trade secret under Florida law and thus is insufficient to comply with this requirement; and
2. Provide a sworn affidavit (form is Attachment A) signed by a high-level officer of the Respondent to The University's Procurement Department, certifying the following for each separate claimed trade secret document:
 - a. Identify with specificity the document(s) for which trade secrets protection is claimed;
 - b. Provide a description of the document sufficient to determine the application of the trade secret exemption; and
 - c. Explain in detail the specific element(s) or provision(s) of Florida Statutes Section 688.002(4) or Section 812.081(c) that render the document at issue a trade secret exempted from public records under applicable Florida law.
3. A Respondent's failure to fully comply with the above and/or submit a sworn affidavit with its solicitation response is an affirmation acknowledgement by such Respondent that none of its documents are trade secrets.
4. If a Respondent properly complies and submits a sworn affidavit with its Solicitation Response and the University later receives a public records request for a document or information that is marked and certified with an affidavit to be a trade secret, the University will provide the requestor a copy of the Respondent's sworn affidavit. Any challenge to the affidavit and the application of the trade secret exemption will be rebutted, if at all, only by the Respondent; the University's only obligation will be to

provide Respondent notice that such a challenge has been received. The notice will serve as formal notice to the Respondent that such Respondent has thirty (30) calendar days following receipt of such notice from the University to file an action with a court of competent jurisdiction seeking an order barring public disclosure of the document(s). If Respondent files an action within thirty (30) calendar days after receipt of notice of a challenge to its trade secret certification, the University will not release the documents at issue pending the outcome of the legal action. The failure to file an action within thirty (30) calendar days constitutes a waiver of any claim of confidentiality, and the University will release the document as requested.

1.7. Modifications.

The University can reasonably modify or rescind the competitive solicitation at any time.

1.8. Public Entity Crimes.

In accordance with section 287.133(2)(a), Florida Statutes, a Vendor who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal; may not perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, including the University; and may not transact business with the University in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. By submitting a solicitation response, Respondent is certifying that Respondent is not on the convicted vendor list maintained by the Florida Department of Management Services, and Respondent is also certifying that any subcontractor listed in Respondent's solicitation response is not on the convicted vendor list.

1.9. Remedies and Applicable Law.

This ITN and resulting Contract, if any, and any disputes thereunder will be governed by the laws of the State of Florida and will be deemed to have been executed and entered into in the State of Florida. Any such Contract will be construed, performed and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules will be void and of no effect. The University and the Respondent hereby agree that this ITN and resulting contract, if any, will be enforced in the courts of the State of Florida and that venue will always be in Polk County, Florida.

1.10. Waiver of Rights and Breaches.

No right conferred on the University by this solicitation or resulting contract, if any, will be deemed waived and no breach of any such contract excused, unless such waiver of right or excuse of breach is in writing and signed by the University. The University's waiver of a right or breach does not constitute a waiver or excuse of any other right or breach.

Section IV - ITN INFORMATION AND INSTRUCTIONS

A. ITN Information

- Proposals must be made in the official name of the firm or individual under which business is conducted and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal. The submittal of a proposal by a Respondent will be considered by the University as constituting an offer by the Respondent to

provide the services for the University at the rates provided therein.

2. Respondents shall be of known reputation, shall have sufficient experience, and qualified personnel to adequately perform the prescribed service.
3. By submitting a proposal, the Respondent agrees to be governed by the terms and conditions as set forth in this document, to include all attachments. Any proposal containing variations from terms and conditions set forth herein may, at the sole discretion of the University, render such proposal as nonresponsive.
4. All provisions of this Invitation to Negotiate and the Successful Respondent's response or Best and Final Offer (whichever is later) being referred to as "Final Proposal"), as mutually agreed upon by subsequent negotiation, provide the specifications for, and obligations of both parties to be executed by any duly authorized representative(s). The following shall constitute the Contract :
 - a) The University ITN document,
 - b) All addenda issued pursuant thereto,
 - c) The Respondent's Final Proposal, and
 - d) Terms in the University contract to include all clarifications and negotiated modifications to the ITN, addenda, and Respondent's proposal.

B. Submittal Instructions

1. Each response is to be submitted VIA Sealed Envelope
 TO: Florida Polytechnic University
 Attn: Andrea Cashell
 4700 Research Way
 Lakeland, FL 33805
2. Four (4) hard copies and one (1) original and one (1) electronic copy via jump drive.
3. Respondents shall format their responses utilizing the following Tab, Topics, Lettering, and Numbering system with requested information contained in each as specified within this ITN in Section IV.C. and D. below.
4. Responses due by the date/time indicated on the Timeline, Section I.B.
5. All information and required submittals requested shall be in typed form and included in your written response. Responses shall not refer the University to electronic media such as website, cd's, disks, or tapes in order to obtain the required information or submittals.
6. Information submitted that is not requested by the University is supplemental, and not subject to evaluation by the committee members.
7. Failure to comply may result in a negative review of your response and may place your response in jeopardy.
8. Any information or required submittals which due to size or binding cannot be incorporated following the proper tab may be submitted separately. The location of the information should be provided following the numbered tab.

9. All required signed and completed copies of the response with the signed Affidavit Form (Attachment A) must be mailed to:

Florida Polytechnic University
Attn: Andrea Cashell
4700 Research Way
Lakeland, FL 33805

10. All addenda (if applicable) must be signed and submitted with your response.

C. Responses: Part A Student Housing Feasibility Study Must Include:

1. Tab A Essential Documents

- a) Affidavit Form (Attachment A) signed by authorized individual
- b) Signed addenda, if any
- c) Any required license(s) or other required document(s)
- d) Any disclosures related to Conflict of Interest required pursuant to Section III 1.3 above.

2. Tab B Executive Overview

- a) Disclose general information about your firm including information regarding years and type of experience of the firm.
- b) Provide a description of the standard services offered by the firm and its ability to provide student housing feasibility study services as outlined in this solicitation.
- c) Provide a listing of professional organizations of which the firm is a member.
- d) Include copies of the two most recent financial and annual reports for the company.
- e) Has the Respondent ever declared bankruptcy? If yes, attach a statement indicating the bankruptcy date, court jurisdiction, trustees' name, telephone number, amount of liabilities, amount of assets, and current status of the bankruptcy. No response will be an acknowledgement and attestation that the Respondent has not ever declared bankruptcy. In the event of insolvency, unavailability of funds, or the filing of a petition of bankruptcy by or against the Respondent, the University shall have the right to terminate the Contract upon the same terms and conditions as a termination for default.
- f) Attach detailed information regarding any litigation or claims of more than \$5,000 with the firm.

3. Tab C Service Description/Program Plan

- a) Provide a description of the approach the Respondent will take in providing the student housing feasibility study services outlined in this solicitation.
- b) Provide list of "deliverables" to accomplish the proposed outcome.
- c) Provide project timeline and milestones to coincide with each deliverable.

4. Tab D Financial Proposal

- a) Proposal shall display the proposed total cost of work for each of the phases of the housing study.
- b) Fee shall include all projected work including meetings, presentations, analysis, consultants, printing, travel and other assumed reimbursable expenses.

- c) Proposal shall provide team member hourly rates for additional as needed work.

5. Tab E References and Experience Overview

At a minimum, please provide the following:

- a) Provide at least three references to whom you have provided the same or similar housing study services for within the last 3–5 years. Each reference should include the Company Name, Contact Name, Current Phone Number, and E-mail address.
- b) Resume or corporate profile clearly reflecting qualifications and experiences.

6. Tab F Contract

Please note:

Review Section III TERMS AND CONDITIONS RELATED TO THE COMPETITIVE SOLICITATION PROCESS, Attachment B TERMS AND CONDITIONS and Attachment C sample Contract. If applicable, list any objections to any of the language, terms or conditions and provide proposed replacement contract language. The University reserves the right to accept or reject any proposed changes or replacement contract language. The University may also lower Respondent's evaluation rating based on the number and severity of exceptions taken. Although some minor revisions and clarifications may be accepted, the University intends that the Successful Respondent will be required to execute the University's contract as written and attached. Respondents are warned against saving their objections to the various provisions until negotiations, as this may be cause for eliminating Respondent's proposal from further consideration. Any and all objections must be identified in Respondent's written response.

D. Responses for Part B Consulting and Advisory Service Must Include:

1. Tab A Essential Documents

- a) Affidavit Form (Attachment A) signed by authorized individual
- b) Signed addenda, if any
- c) Any required license(s) or other required document(s)
- d) Any disclosures related to Conflict of Interest required pursuant to Section III, 1.3 above

2. Tab B Executive Overview

- a) Disclose general information about the individuals that will be assigned to provide consulting services to the University, including current title, information regarding years and type of experience along with a resume for each individual.
- b) Provide a description of the standard services offered by the Respondent along with the ability to provide consulting services as outlined in this solicitation.
- c) Provide a list of professional organizations of which the Respondent is a member.
- d) Include copies of the two most recent financial and annual reports for the Respondent.
- e) Has the Respondent ever declared bankruptcy? If yes, attach a statement indicating the bankruptcy date, court jurisdiction, trustees' name, telephone number, amount of liabilities, amount of assets, and current status of the bankruptcy. No response will be an acknowledgement and attestation that the Respondent has not ever declared bankruptcy. In the event of insolvency, unavailability of funds, or the filing of a petition of bankruptcy by or against the Respondent, the University shall have the right to terminate

the Contract upon the same terms and conditions as a termination for default.

- f) Attach detailed information regarding any litigation or claims of more than \$5,000 against the firm.

3. Tab C Service Description

- a) Provide a description of the approach the respondent will take in providing the consulting services outlined in this solicitation.

4. Tab D Financial Proposal

- a) Hourly rate that is required or preferred by the Respondent for the consulting arrangement to be feasible and/or desirable. All hourly rates must be identified by Title.
- b) Any administrative expenses that the Respondent anticipates related to providing the consulting services.

Note that out-of-pocket expenses shall require pre-approval to be reimbursed.

5. Tab E References and Experience Overview

- a) For each professional individual who would be assigned to the University's contract, provide at least two references for which the professional has provided the same or similar services for within the last 3–5 years. Each reference should include the Company Name, Contact Name, Current Phone Number, E-mail address and description of the services provided.
- b) Resume for each professional individual that would be assigned to the contract. Please provide a profile clearly reflecting each individual's qualifications and experiences.

6. Tab F Contract

Please Note:

Review Section III TERMS AND CONDITIONS RELATED TO THE COMPETITIVE SOLICITATION PROCESS, Attachment B TERMS AND CONDITIONS and Attachment C sample Contract. If applicable, list any objections to any of the language, terms or conditions and provide proposed replacement contract language. The University reserves the right to accept or reject any proposed changes or replacement contract language. The University may also lower Respondent's evaluation rating based on the number and severity of exceptions taken. Although some minor revisions and clarifications may be accepted, the University intends that the Successful Respondent will be required to execute the University's contract as written and attached. Respondents are warned against saving their objections to the various provisions until negotiations, as this may be cause for eliminating Respondent's proposal from further consideration. Any and all objections must be identified in Respondent's written response.

Section V - EVALUATION, NEGOTIATION, AND CONTRACT AWARD

A. Evaluation Process

- 1. Each response/proposal will be reviewed by the Office of Procurement to determine whether it is responsive to the submission requirements outlined in the ITN. A responsive proposal is one which:
 - a) Followed the requirements of the ITN,

- b) Includes all documentation (including, but not limited to, the signed Affidavit Form, Attachment A),
 - c) Was submitted in the format outlined in the ITN,
 - d) Was submitted prior to the due date and time, and
 - e) Has the appropriate signatures as required on each document.
2. Failure to comply with these requirements may put Respondent's proposal at risk of being rejected as "non-responsive".
 3. Proposals fulfilling the basic requirements shall be referred to an Evaluation Committee for review and further consideration. The responses to this ITN will be independently evaluated by an Evaluation Committee on the basis of the written submittals, presentations, and additional written information as requested. If determined to be necessary, the Evaluation Committee will conduct additional oral interviews.

B. Evaluation Criteria

The University's evaluation of each proposal will be based upon the information provided in the Proposal, additional information requested by the University, information obtained from references and independent sources, and formal presentations, if requested. The University evaluation committee will evaluate proposals in accord with the requirements and criteria set forth in this Solicitation, including any Addenda issued. The University may award the Contract to the Successful Respondent submitting the Proposal determined to be the most advantageous to the University.

Program Plan – Services Defined
 Respondent Qualifications
 References and Experience
 Overview
 Exceptions to Contract language
 Financial Proposal
 Respondents' Presentations and/or interviews

1. The Evaluation Committee will carefully review the proposals and each member shall independently review all proposals relative to the above listed criteria. The Committee shall meet to collectively discuss their analyses of the proposals and to then formulate a recommendation.
2. Using the process above, the Evaluation Committee may recommend that one or more Respondents be invited to participate in negotiations with the Negotiation Team.
3. All Respondents are hereby advised that the University may determine that oral interviews, additional written information, and/or any other information may be requested at any time during the evaluation process. Internal staff analysis and presentations, outside consultants, and any other resources may be utilized to assist in the selection of the Best Value Respondent(s).

C. Negotiations and Contract Award

1. The Negotiation Committee will evaluate each financial proposal within the context of each

Respondent's complete response. The Negotiation Committee may enter into negotiations with multiple Respondents

in order to achieve the most effective contract for the University. The University reserves the right to negotiate concurrently or separately with competing Respondents. The University reserves the right to reject any and all proposals or portions thereof. The University reserves the right to withdraw this ITN or a portion of this ITN without making an award. The award recommendation will be made on a Best Value basis to the Respondent(s) deemed to have the most advantageous Final Proposal presented.

2. The University will not be required to select the lowest cost Respondent. The University may award a contract on the basis of initial proposals received, without discussion. Therefore, each initial proposal should contain the Respondent's best terms from a cost, price and technical standpoint. The University reserves the right to award without negotiation if deemed in the best interest of the University.
3. Negotiations offer an opportunity for the selected respondents to discuss their offers with the University negotiators and ultimately present a "Best and Final offer" and details that support their business model. The goal of this negotiation process is to identify the optimal outcome or the solution that best meets the needs of the University.
4. Representatives of the respondent(s) selected to participate in negotiation(s) shall be first **required to submit written authorization from the company CEO or CFO attesting to the fact that the company's lead negotiator is authorized to bind the company to the terms and conditions agreed to during negotiations and as contained in the Respondent's best and final offer.** Such authorization will be requested prior to meeting with the Negotiation Committee, and the provision of such authorization will be a prerequisite to continuation in the ITN process. Respondent's negotiators shall enter the negotiations prepared to speak on behalf of the firm. The University reserves the right to immediately terminate negotiations with any Respondent whose representatives are not empowered to, or who will not, make decisions during the negotiation session. Respondents are reminded that the University may elect not to solicit a best and final offer from any firm whose representative(s) have been unable or unwilling to commit to decisions reached during the verbal negotiation process.
5. If the University determines that a firm awarded a contract based on this ITN does not honor all agreements reached during the negotiations, and as contained in the subsequent "Best and Final Offer", the University may immediately cancel the award, and place the firm on the University's suspended Vendor list.
6. Time is of the essence and therefore the University retains the right to cease negotiations with any/all firms that do not respond to negotiation issues on a timely basis. The University may reject offers that are determined to not be reasonably supportable. The University reserves the right to select, and subsequently recommend for award, the final proposal(s) which best meet the University's required needs, quality levels, and budget constraints.