



24PQS-06BBH – Branding, Marketing, Advertising,
and Recruitment Services

SOLICITATION DOCUMENT

Submittal Due – April 17, 2025 at 10:00AM CT

PQS RESPONDENT ACKNOWLEDGEMENT FORM



SUBMIT RESPONSE TO:

<https://www.bidnetdirect.com/florida/university-of-west-florida>

ACCESS SOLICITATION INFO:

<https://www.bidnetdirect.com/florida/university-of-west-florida>

PROFESSIONAL QUALIFICATIONS SOLICITATION (PQS) CONTRACTUAL SERVICES/COMMODITY RESPONDENT ACKNOWLEDGMENT FORM

POSTING OF SOLICITATION TABULATIONS:

Intent to Award Notice will be posted on <https://www.bidnetdirect.com/florida/university-of-west-florida> and will remain posted for a period of 72 hours. Failure to file a protest within the 72 hours prescribed in UWF/REG. 6.0054(K), shall constitute waiver of proceedings under UWF Regulations.

SOLICITATION NUMBER & TITLE: **24PQS-06BBH – Branding, Marketing, Advertising, and Recruitment Services**

RESPONSE DUE DATE/TIME: **April 17, 2025 at 10:00 A.M.** (Central Time)

And may not be withdrawn within 60 days after such date and time.

BUYER: Brittany Bezick-Hamel, Sr. Buyer

ISSUE DATE: March 14, 2025

LEGAL BUSINESS NAME:

RESPONDENT IS:

☐ INDIVIDUAL OR PARTNERSHIP ☐ CORPORATION*

*State of Incorporation _____

MAILING ADDRESS:

DELIVERY DATE WILL BE _____

DAYS after receipt of Purchase Order

CITY-STATE-ZIP:

CASH DISCOUNT TERMS:

PHONE #:

REASON FOR NO RESPONSE:

FAX #:

FEDERAL EMPLOYER ID NUMBER:

WEB ADDRESS:

MY BUSINESS IS A FLORIDA CERTIFIED MINORITY BUSINESS ENTERPRISE: ☐ YES ☐ NO

☐ **IF YES - ATTACH COPY OF CERTIFICATION**

I understand that the Professional Qualifications Solicitation (PQS) response is due no later than the due date and time as stated above, and that it is my responsibility for the response and all required documents to be received by the University of West Florida (UWF) Office of Procurement & Contracts prior to this date and time. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same commodities or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this solicitation and certify that I am authorized to sign this proposal for the respondent and that the respondent is in compliance with all requirements of the PQS, including but not limited to certification requirements. In submitting a proposal to UWF, the respondent offers and agrees that if the proposal is accepted, the respondent will convey, sell, assign or transfer to UWF all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the U.S. and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by UWF. At UWF's discretion, such assignment shall be made and become effective at the time UWF tenders final payment to the respondent. Furthermore, by responding to this solicitation, respondent agrees that the specifications, qualifications, evaluation criteria, terms and conditions are not restrictive and attests that he/she has no objection to any of the specifications, qualifications, evaluation criteria, terms or conditions.

X _____
MANUAL AUTHORIZED SIGNATURE & DATE

TYPED AUTHORIZED SIGNATURE & TITLE:

E-MAIL:

TABLE OF CONTENTS

All attachments are hereby incorporated by reference and made part of this PQS Solicitation Document.

PQS RESPONDENT ACKNOWLEDGEMENT FORM.....	2
TABLE OF CONTENTS.....	3
RESPONDENT'S CHECKLIST.....	4
SECTION 1: OVERVIEW.....	5
A. OVERVIEW.....	5
B. SCOPE OF SERVICES.....	5
C. REQUIREMENTS AND QUALIFICATIONS.....	6
D. TERM.....	7
E. ESTIMATED ANNUAL AGREEMENT VALUE.....	7
F. TIMETABLE OF SOLICITATION.....	7
G. UNIVERSITY CONTACT.....	7
H. PURCHASING BY OTHER AGENCIES.....	8
I. ATTACHMENTS LIST.....	8
SECTION 2: SUBMITTAL INFORMATION AND INSTRUCTIONS.....	9
A. SECURING DOCUMENTS.....	9
B. RESPONSE FORM.....	9
C. RESPONSE FORMATTING INSTRUCTIONS.....	9
D. RESPONSE SUBMISSION.....	11
E. PROOF OF COMPETENCY.....	12
F. INTERPRETATION OF AGREEMENT DOCUMENTS PRIOR TO RESPONDING.....	12
G. WITHDRAWAL OF RESPONSES.....	12
H. RESPONSE OPENING.....	12
I. MULTIPLE AWARDS.....	12
J. DISPUTES/PROTESTS.....	13
K. PROTEST BONDING REQUIREMENT.....	13
L. ACCOMMODATIONS.....	13
M. PRICE ESCALATION OR DE-ESCALATION.....	13
SECTION 3: EVALUATION, NEGOTIATION, AND AGREEMENT AWARD.....	15
A. EVALUATION PROCESS AND CRITERIA.....	15
B. NEGOTIATIONS AND AGREEMENT AWARD.....	15
ATTACHMENT A: E-VERIFY (SIGNATURE REQUIRED).....	17
ATTACHMENT B: REFERENCE LIST.....	18
ATTACHMENT C: SAMPLE AGREEMENT.....	19
ATTACHMENT D: PQS ADDITIONAL INFORMATION.....	29
ATTACHMENT E: AFFIDAVIT OF COMPLIANCE WITH F.S. 787.06.....	32

RESPONDENT'S CHECKLIST

This list is provided as a guide for the respondent and the University to assure that all required and requested information has been supplied. **Respondent are to submit this CHECKLIST with the returned response.** If any of these items listed below are not included within the returned response, it may be cause for the response to be considered non-responsive and could be disqualified.

To preclude possible errors and/or misinterpretations, response prices must be affixed in ink legible or typewritten. Any corrections must be initialed by person making the corrections, or by modification prior to scheduled response due date. Failure to comply may be sufficient reason to reject response.

Initials	List of Requested Items
	Respondent Checklist (this page) - initialed
	Signature on PQS Respondent Acknowledgment Form (MANDATORY)
	Signature on Addendums (if applicable)
	Signature on E-Verify - Attachment A
	Proof of current insurance as an original ACORD certificate of insurance
	Proof of license to do business in the State of Florida
	List of References – Attachment B
	Review of Sample Agreement – Attachment C (to be executed upon award). <input type="checkbox"/> Acknowledgement by initialing on this checklist of review and in accord with UWF T&Cs - Section 2(C)(TAB 6) <input type="checkbox"/> Check in this box if you are providing redlines to the T&Cs
	Review of Affidavit of Compliance - Attachment E (to be executed upon award). <input type="checkbox"/> Acknowledgement by initialing on this checklist of review and in accord with Affidavit of Compliance with F.S. 787.06 – Attachment E - Section 2(C)(TAB 6)
	Applicable Section 2 Documentation – Tabs 1-9

SECTION 1: OVERVIEW

A. OVERVIEW

The University is soliciting professional qualifications submittals from qualified firms to establish multi-year, non-exclusive agreements to provide marketing and advertising services including but not limited to, consulting, planning, implementation and reporting services for branding, marketing, communication, and recruitment-focused marketing for projects on an as-needed basis for the University of West Florida in Pensacola, Florida in accordance with the specifications identified in this Professional Qualifications Solicitation (PQS). Firms may provide all or some services listed Scope of Services, please note "N/A" if responding firm will not be providing those services in your response in TAB 4.

B. SCOPE OF SERVICES

Contractor's responsibility under this Agreement is brand recruitment-focused digital marketing; campaign development and management; strategic branding, marketing and communication planning; recruitment campaign development, management and reporting; institutional communication projects, campaigns and initiatives; media planning and placement; publicity; and organizational change management consulting and measurement and evaluation services in order to elevate awareness of the UWF institutional brand among target audiences, create interest that can be measured by using performance indicators and develop inspiring communications that will move people to action.

Respondents may submit proposals for the entire Scope of Services or select specific sections from the Scope of Services below.

1. **SECTION 1: Recruitment-Focused Digital Marketing:** Develop and implement a robust plan that increases top-of-funnel volume with qualified inquires and applicants in local, regional, and national markets.
The Vendor will share market research to identify marketing strategies for recruitment success. Research deliverables will include reports, presentations, and/or other agreed-upon tangible products that clearly articulate and/or demonstrate research results. Outcomes will yield evaluative reports providing strategic direction for positive positioning and differentiation along with an associated media plan for digital marketing.
UWF staff in Enrollment Marketing (EM) and University Marketing and Communications (UMC) will handle content creation, video creation and any design work needed for recruitment marketing campaigns. The vendor should provide strategic direction, campaign management and optimization, access to a campaign analytics platform that integrates with the Slate CRM and allows UWF to review campaign performance at any time, and valuable industry trends to improve the success and focus of their specific campaigns.
The campaigns will focus only on digital media and will not include traditional media (print, billboards, etc.), which are handled in-house by University Marketing and Communications. Along with the annual campaigns led by EM and UMC, this vendor may also assist other university units with recruitment campaigns, as needed. These may include programmatic campaigns or enrollment campaigns for colleges and units within the university. These additional campaigns will be managed with oversight from the EM and UMC. Additional services by this vendor may also be requested by other university departments included, but not limited to, general marketing, brand positioning, creative work and market research. These additional services can be listed in submissions, as well.
2. **SECTION 2: Brand Development and Strategy:** Develop a new visual identity that includes research, logo design, identity map, identity narrative, brand architecture, brand assets, and brand guidelines. This includes, but is not limited to creative work, analyze and interpret market research and trends, and offer innovative strategies for implementation.
Create a comprehensive brand strategy that aligns with our goals and resonates with our target audience. This includes but is not limited to positioning, messaging, and differentiation.

3. **SECTION 3: General Marketing and Campaign Development:** Elevate awareness among target audiences, create interest that can be measured by using performance indicators, and develop inspiring communications. This includes but is not limited to management, copywriting, photography, video, web, and production services. Produce non-academic microsites and website redesign services to improve visitorship, SEO, and audience awareness for special initiatives.
Provide reporting/analytics to show individual ad performance/return on investment (ROI) and managing website guests' ability to opt out of cookies in compliance with General Data Protection Regulation (GDPR).
Develop campaigns to increase brand awareness, engage audiences, and strengthen brand identity. This includes traditional, digital media, and video campaigns.
4. **SECTION 4: Media Planning and Placement:** Traditional and digital media planning, placement, trafficking, optimization, advertising, promotion, and reporting for all communication and marketing campaigns, nationally and internationally, depending on the project needs. This includes managing the contracts, purchasing and payment directly to vendors.

Metrics for measuring the success of the awarded firm(s) will be based on their ability to achieve individual campaign/project goals, communicate effectively and succinctly with UWF staff, and stay within the allocated budget for each campaign.

C. MINIMUM REQUIREMENTS

Any vendor that does not satisfy the minimum requirements listed will not be considered.

1. Minimum Requirements:

- a. Must be experienced and specialize in performing the scope of services specified.
- b. Must have at least five (5) years of experience consulting on the higher education industry.
- c. Proposers must support the mission, vision, and values of the University.
- d. Must provide their own cameras, software, computers, and office space.
- e. Must show compliance with current ADA federal requirements for online content. Vendor will show evidence of handling ADA issues involving sight and hearing impairments.
- f. Must show compliance with General Data Protection Regulation.
- g. Must have the capacity and willingness to handle direct purchasing and direct payment to any subcontractors, include, but not limited to, production services and media outlets (traditional and digital).
- h. Vendors must have experienced personnel to provide critical feedback and success strategies during and at the conclusion of campaigns to meet campaign goals.
- i. For Scope of Services, Section 1, Recruitment-Focused Digital Marketing
 - i. Must provide a campaign analytics platform that integrates with the Slate CRM and allows UWF to review campaign performance at anytime.
 - ii. Must have a client-facing, web-based platform that allows for reporting and campaign management.

D. TERM

The vendor services expected to begin on July 1, 2025. The initial agreement term will be for a period of three (3) years from the Effective Date. The University reserves the right to renew up to one (1) three-year additional agreement subject to satisfactory periodic performance reviews. The renewal would be agreed upon in writing by both parties, and an annual standing purchase orders or a PCard will be issued against the term agreement. To renew this agreement, Owner shall so notify the Contractor at least thirty (30) days prior to the date the original term or renewal term expires, as applicable.

E. ESTIMATED ANNUAL AGREEMENT VALUE

There is no guarantee as to the annual total amount that the agreement, if awarded, will result in, and is dependent on the availability of State funding.

F. TIMETABLE OF SOLICITATION

All of the times listed in the Timetable are in Central Time.

Event	Date	Time
Issue Solicitation	Tuesday, March 18, 2025	
Question Deadline	Friday, March 28, 2025	3:00 PM CT
Estimated Response to Questions	Thursday, April 3, 2025	
Submittal Due Date	Thursday, April 17, 2025	10:00 AM CT
Estimated Notice of Intent to Award	Tuesday, May 20, 2025	
Campus Closures & Holiday Calendar:		
Designated Holiday	Friday, March 21, 2025	
Designated Holiday	Friday, May 23, 2025	
Memorial Day	Monday, May 26, 2025	
Juneteenth	Thursday, June 19, 2025	
Independence Day	Friday, July 4, 2025	
Designated Holiday	Friday, August 29, 2025	
Labor Day	Monday, September 1, 2025	

G. UNIVERSITY CONTACT

The sole contact and Procurement & Contracts representative for this PQS is:

Brittany Bezick-Hamel

Sr. Buyer, Procurement & Contracts

Email: bbezickhamel@uwf.edu

Phone: 850.474.2628

University Website: <https://uwf.edu/offices/procurement/>

Respondents are advised that from the date of release of this PQS until award of the contract, no contact with university personnel related to this PQS is permitted. All communications are directed to the

Procurement and Contracts representative and sole contact listed above. Any such unauthorized contact will result in the disqualification of the Respondent's submittal.

H. PURCHASING BY OTHER AGENCIES

At the option of the Respondent, the use of any agreement resulting from this competitive solicitation may be extended to other institutions of higher learning and governmental entities including the State of Florida, its agencies and political subdivisions, counties, cities, and any university in the State University System of Florida. Each entity using such agreement shall do so independently of UWF and shall be solely responsible for its own purchases. UWF 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.

I. ATTACHMENTS LIST

1. Attachment A – E-Verify Certification
2. Attachment B – Reference List
3. Attachment C – Sample Agreement
4. Attachment D – PQS Additional Information
5. Attachment E – Affidavit of Compliance with F.S. 787.06

SECTION 2: SUBMITTAL INFORMATION AND INSTRUCTIONS

A. SECURING DOCUMENTS

Solicitation Information shall be obtained via BidNet Direct - <https://www.bidnetdirect.com/florida/university-of-west-florida>.

Respondents are fully responsible for obtaining the complete PQS, including all attachments and addenda (if applicable). Information about this solicitation can be obtained at the "Solicitation Information" link shown above. Vendors are strongly encouraged to bookmark this site and visit it frequently throughout the solicitation process. Registration on BidNet Direct is not required, however, you may will not receive automatic notifications of posted communications related to this solicitation.

For additional support navigating, submitting questions, submitting documents, or accessing information while using BidNet Direct, please contact BidNet Direct's Vendor Support Department at 800.835.4603, option #2.

B. RESPONSE FORM

1. Responses must be typed or completed in ink.
2. All documents requiring signature must be signed by a person duly authorized to legally bind the person, partnership, company or corporation responding to this solicitation.
3. The entire submittal shall be limited to forty (40) consecutively-numbered, 8½ x 11 pages. Font size must be a minimum of 10 point. Essential documents (i.e. Section 2 (C)(TAB 2)), are to be included in this page count. Cover sheets, table of contents, TAB 1-9 divider pages, and red-lines of Sample Agreement will not count as pages, provided no additional information such as proposal language, pictures of past projects, etc. is included in these pages.
4. Responses must be complete; partial or incomplete responses may not be considered. Responses should be clear, concise, and relevant, and shall not refer the University to electronic media such as websites, compact discs, or tapes in order to obtain the required information or submittals.
5. Information submitted that is not requested by the University may be considered supplemental, and not subject to evaluation.
6. Make responses upon the forms provided, properly signed and with all items filled out. Do not change the wording of the response form, and do not add words to the response form. Unauthorized conditions, limitations, or provisions attached to the response may be cause for rejection of your response. If alterations by erasure or interlineations are made for any reason, explain such erasure or interlineations with a signed statement from the respondent.
7. Confidentiality - Section 815.045, Florida Statutes makes trade secrets confidential and exempt from public records requests. Trade secrets as defined in section 812.081 Florida Statutes include proprietary information which is (1) secret, (2) of value, (3) for use in your business or in use by your business and which is (4) of advantage to your business, or provides an opportunity for you to obtain an advantage over those who do not know the information or use the information. In order for the information to be considered covered by these statutes, you must take measures to prevent the information from becoming available to persons other than those selected by you to have access to the information. Ordinarily, information contained in response submissions is available to the public upon request. If you believe any of the information provided in your submission meets the criteria of a trade secret and you wish to protect it, you must write the word "confidential" on each page, either on the bottom, top or as a watermark BEFORE you provide the submission to the University.

C. RESPONSE FORMATTING INSTRUCTIONS

Respondents shall format their responses utilizing the following topic numbering system with requested information contained in each. The Response must be submitted in the following document order. Failure to comply may result in a negative review of your response and may place your response in jeopardy.

TAB 1. LETTER OF INTEREST

The letter of interest should concisely outline both your understanding of the agreement for professional services and the characteristics of your firm which make it uniquely qualified to provide Recruitment Marketing and Advertising Services on an as-needed basis to the University of West Florida under such agreement. Clearly indicate each Scope of Services section for which your firm is to be considered.

TAB 2. ESSENTIAL DOCUMENTATION

- a. Respondent's Checklist (initials for each item)
- b. PQS Acknowledgment Form (Page 2 of Solicitation Document) must be executed with a signature of an authorized representative in the space provided. The company name, the FEI number, and the full business address must be clearly printed and state whether it is an individual, corporation or partnership.
- c. Addenda (if applicable) must be executed with a signature of an authorized representative and submitted as part of the firm's solicitation response, unless otherwise stated on the addenda. Failure to do so may result in the solicitation response being deemed non-responsive.
- d. E-Verify Form (Attachment A) executed with Signature of an authorized representative.
- e. Proof of ability to provide Commercial General Liability coverage in the amount of \$1,000,000 aggregate. Such proof may take the form of a draft 'ACORD' certificate or a letter of intent from the respective carrier or agent (Attachment C, Exhibit C of Sample Agreement).
- f. Proof of license to do business in State of Florida.
 - i. If the respondent is a corporation, must provide a current and active Florida corporate charter in accordance with Chapter 607, Florida Statutes. If the respondent is an out-of-state corporation, it must hold a current and active foreign qualification authorization to do business in the State of Florida.

TAB 3. VENDOR DESCRIPTION/SUMMARY

- a. Provide a one to two-page executive summary of the Vendor's proposal, including brief descriptions of the vendor's offering including information regarding how the Vendor plans to address the University's requirements. Disclose general information about the company including information regarding amount and type of experience of the company.
- b. Contact information, including name(s) and title(s) for individual(s) responsible for Vendor's proposal and negotiations during this process.
- c. Provide the number of years the firm has been in business, form of ownership, and the state of residency or incorporation. If the firm has multiple offices, primarily include information about the office that will provide the services described herein.
- d. Include a Statement of Vendor Warranty and ability to perform. This Vendor statement shall warrant that no legal action, proceeding, inquiry or other legal hindrance would preclude the Vendor from performing under this PQS and subsequent contract.

TAB 4. MINIMUM REQUIREMENTS

- a. Provide information to evidence minimum requirements below. Clearly indicate each Scope of Service section for which your firm is to be considered.
 - i. Experienced and specialized in performing the scope of services.
 - ii. Five (5) years of experience consulting on the higher education industry.
 - iii. Support the mission, vision, and values of the University.
 - iv. Ability to provide own cameras, design software, computers, and office space.
 - v. Compliance with current ADA federal requirements for online content.
 - vi. Compliance with General Data Protection Regulation.
 - vii. Capacity and willingness to handle direct purchasing and direct payment to any subcontractors, include, but not limited to, production services and media outlets.
 - viii. Experienced personnel to provide critical feedback and success strategies during and at the conclusion of campaigns to meet campaign goals.
 - ix. If Vendor is submitting for Scope of Services, Section 1, Recruitment-Focused Digital Marketing, include information to evidence the following criteria.
 1. A campaign analytics platform that integrates with the Slate CRM and allows UWF to review campaign performance at anytime.
 2. A client-facing, web-based platform that allows for reporting and campaign management.

TAB 5. QUALIFICATIONS AND EXPERIENCE

- a. Clearly identify each Scope of Service sections for which your firm is to be considered.
- b. **PLAN**
Present a written narrative for each section demonstrating the manner in which the respondent proposes to satisfy the requirements. Provide a measurement plan detailing the metrics used to determine the success of the implementation.
- c. **EXPERIENCE**
Provide past and current examples of services demonstrating capabilities to create and execute the deliverables. Submit experience with relevant change management, web, brand and marketing communication projects.
- d. **FIRM DIFFERENTIATION**
Explain value-added services differentiating your firm from other firms.
- e. **REQUIREMENTS NEEDED**
Provide technical, functional, and maintenance requirements needed to address the scope of services.
- f. Provide at least three (3) current, Verifiable references with similar to the scope of services sections for which your firm is to be considered.
Use Attachment B – Reference List for submission.

TAB 6. AGREEMENT

- a. See Attachment C, "Sample Agreement" for the University's standard agreement to be executed with the successful respondent(s). If applicable, list any objections or provide red-lines to specific agreement terms and provide suggested replacement language.
- b. Acknowledgment by initialing on the checklist of review and in accord with Affidavit of Compliance with F.S. 787.06 – Attachment E
- c. The University reserves the right to accept or reject any suggested replacement language. Although subject to minor revisions to include all clarifications and negotiated modifications, the successful respondent(s) will be required to execute the University's agreement.

TAB 7. SUPPLEMENTS

- a. Any information provided in your response that was not directly requested by the University will be considered supplemental and must be placed in the "Supplements" section of your response. Supplemental information may not be subject to evaluation by the Evaluation Team.

D. RESPONSE SUBMISSION

Response must be submitted electronically through BidNet Direct, located at <https://www.bidnetdirect.com/florida/university-of-west-florida>. The original response shall contain the signature of the authorized person submitting the response. Failure to include the original may be grounds for rejection of your response without further evaluation.

Vendors are required to register to view and respond to solicitations. UWF does not require any purchase to participate in the solicitation process or to submit a solicitation response, however, BidNet Direct requires a purchase for automated notifications.

For additional support navigating, submitting questions, submitting documents, or accessing information while using BidNet Direct, please contact BidNet Direct's Vendor Support Department at 800.835.4603, option #2.

Each firm's solicitation response shall be composed of one (1) PDF-type file:

- The file is to be named "24PQS-06BBH" followed by the name of the submitting firm and the word "Proposal" (i.e. "24PQS-06BBH FirmXYZ Proposal").
 - This file shall contain all documents related to the firm's responses to this solicitation, excluding pricing. Responses with pricing in this file may be deemed non-responsive and ineligible for consideration.

Submittals including the signed PQS Respondent Acknowledgement Form (Page 2 of the Solicitation Document) must be received by the University of West Florida Office of Procurement and Contracts through BidNet Direct by the due date and time as stated in the Timetable of Solicitation.

It is the respondent's responsibility to assure that the response is submitted to Procurement & Contracts through BidNet Direct link <https://www.bidnetdirect.com/florida/university-of-west-florida> no later than the date and time specified in the Timetable of Solicitation. It is the recommendation of UWF to begin your uploading your document(s) to BidNet Direct one day in advance of due date to avoid submission delays. Responses, which for any reason are not submitted on time, will not be considered. Responses delivered by email, hand carried, fax, telegram or telephone ARE NOT ACCEPTABLE. A response may not be altered after response closing.

E. PROOF OF COMPETENCY

A respondent may be required to furnish evidence, satisfactory to the Owner, that the respondent and the respondent's proposed subcontractors have sufficient means and experience, in the types of work called for, to assure completion of the Agreement in a satisfactory manner. Failure to provide the information may be cause to treat the submission as non-responsive.

F. INTERPRETATION OF AGREEMENT DOCUMENTS PRIOR TO RESPONDING

Questions or requests for additional information and/or clarification shall be submitted through BidNet Direct, located at <https://www.bidnetdirect.com/florida/university-of-west-florida>, prior to the deadline shown in the Timetable of Solicitation. Questions directed to or any responses received from any other department, person, agent, or representative of UWF shall not be considered valid or binding.

Responses to questions and requests for additional information and/or clarification shall be issued in a formal addendum and posted to the BidNet Direct solicitation communication page, not later than seven (7) days before responses will be opened. Any questions or requests for clarification received after the date and time mentioned above may not be answered.

Respondents may not consider any verbal instructions as an official expression on UWF's behalf. Only those communications issued in writing from the Sole Point of Contact shall be considered as an authorized communication on behalf of UWF.

Should there appear to be a conflict between the PQS and any addenda issued, the last written addendum shall prevail.

G. WITHDRAWAL OF RESPONSES

A respondent may withdraw their response, either personally or by written request, at any time prior to the scheduled time for response closing.

No respondent may withdraw their response for a period of sixty (60) calendar days after the date set for closing thereof, and responses shall be subject to acceptance by the Owner during this period.

H. RESPONSE OPENING

Response openings are exempt from public meeting requirements. Submittals will only be acknowledged in the public solicitation closing, no submittals will be opened and no pricing will be announced. In compliance with subsection 2(c) of 286.0113, Florida Statutes, General exemptions from public meetings, response openings will be recorded. Recordings are exempt from public records laws until such time as the University issues a notice of an intended decision.

I. MULTIPLE AWARDS

The University reserves the right to make multiple awards if deemed in its best interest.

J. DISPUTES/PROTESTS

Any vendor or interested person who is disputing the specifications or is adversely affected by a decision or intended decision concerning this competitive solicitation or agreement award and who wants to protest such specifications, decision, or intended decision shall file a protest in accordance with the Florida Board of Governors' Regulation 18.002. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Florida Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.

K. PROTEST BONDING REQUIREMENT

Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the University pursuant to UWF/REG. 6.0054(K) shall post with the University at the time of filing the formal written protest, a bond payable to the University in an amount equal to:

Commodities or Contractual Services – Ten percent of the estimated value of the protestor's response price or proposal during the agreement term or Ten Thousand Dollars (\$10,000), whichever is less;

The bond shall be conditioned upon the payment of all costs, which may be adjudged against the contractor filing the protest action. In lieu of a bond, the University may, in either case, accept a cashier's check or money order in the amount of the bond. Failure of the protesting contractor to file the required bond, cashier's check or money order at the time of filing the formal protest will result in a denial of the protest.

L. ACCOMMODATIONS

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations is requested to advise UWF by contacting Human Resources at 850-474-2694 or 711 (TTY) at least two (2) business days prior to the event. For more information or to submit a request, visit the Public Event Accommodations Page or email ada@uwf.edu.

M. PRICE ESCALATION OR DE-ESCALATION

If an Agreement is awarded, all prices are to remain firm for a period of one (1) year from the effective date of the agreement. The University will consider price escalation or de-escalation prior to the annual anniversary date of the agreement. Escalation and de-escalation will be reviewed by the University on an item-by-item basis. Respondents who are awarded an agreement and become Contractors may request increases or decreases in price as follows:

Within at least ninety (90) days prior to the anniversary of the agreement execution date, the Contractor may submit a written request for escalation or de-escalation only on rates for which it can no longer honor the awarded price. The request must include a brief description of the item, and a new price that will remain firm until the next anniversary date of the agreement term. Justification for the increase shall be based on an average of the previous twelve (12) months of the overall Consumer Price Index (CPI).

The University may in its sole discretion make an equitable adjustment in the pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace that is by circumstances that satisfy all of the following:

- a. The volatility is due to causes wholly beyond the Contractor's control.
- b. The volatility affects the marketplace or industry, not just the particular successful Contractor's source of supply.
- c. The effect on pricing or availability of supply is substantial.
- d. The volatility so affects the Contractor that continued performance of the agreement would result in a substantial loss.

Any adjustment would require irrefutable evidence and written approval by the Director of Procurement & Contracts.

The University reserves the right to:

- a. Grant or decline any request for escalation or de-escalation with or without cause.

b. Request additional documentation justifying any requested increase.

The burden of proof for all price adjustments is the sole responsibility of the Contractor.

Any decision of the University to grant or decline a request for price adjustment will be at the University's sole discretion and its decision shall be final.

REMAINDER OF PAGE INTENTIONALLY
LEFT BLANK

SECTION 3: EVALUATION, NEGOTIATION, AND AGREEMENT AWARD

A. EVALUATION PROCESS AND CRITERIA

Each submittal will be reviewed by the Office of Procurement and Contracts to determine whether it is responsive to the submission requirements outlined in this solicitation. A responsive submittal is one which has followed the requirements of the solicitation, includes all documentation (including, but not limited to, the Essential Documents requested), is submitted in the format outlined in the solicitation, was submitted prior to the due date and time, and has the appropriate signatures as required on each document. Failure to comply with these requirements may put your response at risk of being rejected as “non-responsive”.

The University reserves the right to reject any and all submittals or portions thereof, to withdraw this solicitation or a portion of this solicitation without making an award, and to waive any irregularities in the responses received.

Submittals fulfilling the requirements shall be referred to the Evaluation Team for review and further consideration. The evaluation will utilize the following broad scoring criteria:

Evaluation Criteria	Weight
PLAN	40
EXPERIENCE	40
FIRM DIFFERENTIATION	10
REQUIREMENTS	10

The Evaluation Team will convene to jointly and openly discuss the strengths and weaknesses of all proposals based on the written responses and additional written information as requested. Each evaluator will then independently evaluate each response and assign a score to each criterion for each respondent. The scoring by each member of the evaluation team will be converted to a ranking order of the respondents for each evaluator. Rankings by each evaluator shall then be aggregated to establish a Total Committee Ranking for each respondent. Lastly, an overall Final Committee Ranking will be established for each respondent. Total scores will be used to break a tie in ranking.

All respondents are hereby advised that the University may determine that verbal explanations, additional written information, internal staff analysis and presentations, outside consultants, and/or any other information may be requested at any time during the evaluation process in order to assist the Evaluation Team with the performance of their duties under this solicitation. The Evaluation Team may determine as a result of additional information that the impact of this information is significant and shall be accorded as such and may be incorporated into the scoring and/or ranking as a revision of the same and at the discretion of the Evaluation Team.

B. NEGOTIATIONS AND AGREEMENT AWARD

Following the conclusion of the evaluation, the University intends to negotiate with the top ranked firm(s) to establish multi-year, non-exclusive agreements to provide recruitment marketing and advertising services for projects on an as-needed basis. The University reserves the right to negotiate concurrently or separately with competing respondents, or to award without negotiation if deemed in the best interest of the University. The University reserves the right to make a single award, partial services award, or multiple firm awards.

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. Such authorization will be requested immediately after the ranking of the respondents, and the provision of such authorization will be a prerequisite to continuation in the negotiation process. Company negotiators shall enter the negotiations prepared to speak on behalf of the company. The University reserves the right to immediately terminate negotiations with any company whose representatives are not empowered to, or who will not, make decisions during the negotiation session.

Time is of the essence and therefore the University retains the right to cease negotiations with any and 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 firm which best meets its required needs, quality levels, and budget constraints.

If the University determines that a company awarded an agreement based on this solicitation does not honor all agreements reached during the negotiations, the University reserves the right to immediately cancel the award, and to place the company on the University's suspended contractor list.

REMAINDER OF PAGE INTENTIONALLY
LEFT BLANK

ATTACHMENT A
CERTIFICATION REGARDING E-VERIFY SYSTEM

UNIVERSITY OF WEST FLORIDA
PROFESSIONAL QUALIFICATIONS SOLICITATION

24PQS-06BBH – Branding, Marketing, Advertising, and Recruitment Services

Contractor hereby certifies compliance with the following:

Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for the University of West Florida. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for the University of West Florida on its behalf utilize the E-Verify system to verify the employment eligibility of all new employees hired by subcontractor.

CONTRACTOR:

Business Name

Authorized Signature

Authorized Signer's Name Printed

Authorized Signer's Title Printed

Date of Signature

ATTACHMENT A – E-VERIFY CERTIFICATION

ATTACHMENT B**REFERENCE LIST****24PQS-06BBH – Branding, Marketing, Advertising, and Recruitment Services**

Vendor Name: _____

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for three (3) or more contracted services with requirements similar to those included in this solicitation document.

Company Name		Company Address	
Point of Contact Name		Phone Number	
Email Address			
Dates/Years of services:		Do you have a current agreement with this Company?	
Project description, list of product(s)/service(s):			
Company Name		Company Address	
Point of Contact Name		Phone Number	
Email Address			
Dates/Years of services:		Do you have a current agreement with this Company?	
Project description, list of product(s)/service(s):			
Company Name		Company Address	
Point of Contact Name		Phone Number	
Email Address			
Dates/Years of services:		Do you have a current agreement with this Company?	
Project description, list of product(s)/service(s):			
Company Name		Company Address	
Point of Contact Name		Phone Number	
Email Address			
Dates/Years of services:		Do you have a current agreement with this Company?	
Project description, list of product(s)/service(s):			
Company Name		Company Address	
Point of Contact Name		Phone Number	
Email Address			
Dates/Years of services:		Do you have a current agreement with this Company?	
Project description, list of product(s)/service(s):			

ATTACHMENT C- SAMPLE AGREEMENT
UNIVERSITY OF WEST FLORIDA
INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made and entered into on the date fully executed below (the "Effective Date") by and between The University of West Florida Board of Trustees ("UWF" or "University"), whose principal address is 11000 University Parkway, Pensacola, Florida 32514, and _____ ("Contractor"), whose

principal business address is _____.

This Agreement shall consist of (1) this Agreement and any addenda attached hereto, (2) formal solicitation number **24PQS-06BBH**, including all attachments and addenda thereto (the "Solicitation"), and (3) Contractor's response to the Solicitation (the "Response"), all of which are hereby incorporated herein by reference. If there is any conflict in the terms and conditions between the above-mentioned documents, this Agreement's terms and conditions shall take precedence, then the Solicitation, then the Response.

RECITALS

WHEREAS, Contractor has proposed to provide certain services for UWF; and

WHEREAS, the parties hereto desire to reduce the terms of their agreement to a writing, as provided below.

NOW THEREFORE, in consideration of the mutual covenants provided herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties do agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.
2. Term. The term of this Agreement shall commence as of the Effective Date and continue for an initial term of three (3) years with the University having the option to renew in writing for one additional three-year renewal term, unless otherwise terminated pursuant to the terms hereof. This Agreement may be renewed at the sole and absolute discretion of the University.
3. Services. Contractor agrees to perform and provide to UWF the services described in the scope of work, attached hereto and made a part hereof as **Exhibit A** to this Agreement (the "Services").
4. Fee for Services. Fees for Services will be charged in accordance with the Price Sheet, attached hereto and incorporated herein as **Exhibit B**. The rates shall be fixed for _____ [for example, "the first 12 months of the Agreement"]. Thereafter, prices are subject to negotiation and may increase or decrease. Contractor shall submit to UWF invoices for the Fee for those Services rendered, in arrears. UWF will designate a representative to serve as UWF's point of contact for the Contractor's submission of invoices and questions concerning payment status.
5. Payment. Contractor shall submit invoices for compensation for pre-approved expenses incurred by Contractor, and Services rendered, in arrears, in sufficient detail for a pre and post-audit; invoice requirements are available at <https://uwf.edu/finance-and-administration/departments/controllers-office/departamental-areas/accounts-payable/>. Contractor is responsible for any taxes due under this Agreement, including, but not limited to, sales tax and any taxes due in connection with payments made by UWF to Contractor. UWF will make payments to Contractor in accordance with UWF Regulation UWF-REG 6.003 entitled "Prompt Payment." If UWF does not issue payment within forty (40) days of receipt of a proper invoice, UWF shall pay an interest penalty at the rate established pursuant to Section 55.03(1), Florida Statutes, provided that the interest penalty is in excess of one dollar (\$1.00). The foregoing provisions apply only to undisputed amounts for which payment has been authorized by UWF. Invoices returned to the Contractor due to preparation errors will result in a payment delay. Invoice payment requirements do not

start until a properly completed invoice is provided to UWF. If Contractor experiences problems with payment, Contractor may contact the UWF Vendor Ombudsman at (850) 474-2636. Contractor shall provide UWF the necessary information for payment upon request. UWF will designate a representative to serve as UWF's point of contact for the Contractor's submission of invoices and questions concerning payment status. If Contractor is making payment to UWF, Contractor shall pay timely and not offset any amounts or be cause for termination. Unless non-state funds are being used to pay, UWF cannot make deposits or prepay any amounts. Any deposits made by UWF are refundable. The University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

6. Key Personnel. Contractor's individual(s) designated as key personnel for the purposes of this agreement is/are _____ ("Key Personnel"). Contractor may reassign or substitute Key Personnel upon consent by UWF, not to be unreasonably withheld, or upon the unavailability of assigned Key Personnel due to illness or other factors beyond Contractor's control, provided that prior notice of such reassignment or substitution is delivered to UWF. Additionally, Contractor shall substitute Key Personnel upon UWF's reasonable request.
7. Sovereign Immunity. Nothing in this Agreement shall be construed as an indemnification of the Contractor by UWF nor as a waiver of sovereign immunity beyond that provided in Section 768.28, Florida Statutes. This provision shall survive the termination of this Agreement.
8. Representation. Contractor represents and warrants that it is not on the Convicted Vendor List (see Section 287.133(2)(a), Florida Statutes). If Contractor is acting as a consultant to UWF and is representing UWF's interests in dealings with other third parties, Contractor shall not accept employment with or act as an independent contractor for such third parties for a period of one (1) year after this Agreement is terminated. This provision shall survive termination of the Agreement.
9. Risk. Each party hereby assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof. Contractor also assumes such risk with respect to the willful or negligent acts or omissions of Contractor's subcontractors or persons otherwise acting or engaged to act at the instance of Contractor in furtherance of Contractor fulfilling Contractor's obligations under the Agreement. This provision shall survive termination of the Agreement.
10. Third Party Beneficiaries. Except as specifically set forth herein, this Agreement does not and is not intended to confer any rights or remedies upon any person other than UWF and Contractor.
11. Termination. This Agreement may be terminated by UWF by written notice to Contractor of such intent to terminate at least ten (10) days prior to the effective date of such termination. Additionally, UWF may, upon five (5) days' written notice to Contractor setting forth with specificity the basis for the termination, terminate this Agreement for Cause (as hereinafter defined). For purposes of this Agreement, "Cause" is defined as Contractor's failure to perform the Services within the time specified herein or any extension thereof or Contractor's failure to adhere to any terms of this Agreement. If this Agreement is terminated, UWF shall only be liable for payment of goods received and services rendered prior to the date of termination and accepted by UWF.
12. Insurance. Contractor will have and maintain types and amounts of insurance as described in **Exhibit C**. The Contractor's insurance certificate shall indicate that the policy carries an endorsement which names "University of West Florida, The State of Florida, The University of West Florida Board of Trustees, The Florida Board of Governors and their respective trustees, directors, officers, agents, and employees" as additional insureds. The Contractor's policy shall be issued in a form acceptable to UWF. Prior to performing any of the Services contemplated herein, Contractor shall deliver Contractor's insurance policy to UWF for UWF's review and approval. The Contractor's certificate of insurance shall contain a statement that the policy shall not be allowed to lapse or be canceled without notification to UWF at least thirty (30) days prior to the effective date of cancellation. The absence of a demand for any type of insurance certificates or policy

shall not be construed as a waiver of the Contractor's obligations to carry and maintain the appropriate insurances at limits that are appropriate to the liability exposure associated with this Agreement, and to ensure that its agents/subcontractors maintain appropriate insurance at all times. Contractor shall maintain a reasonable cyber insurance policy commensurate with the standard for Contractor's industry. UWF is self-insured and will provide its Certificate of Insurance upon request. UWF is not required to obtain additional insurance for this Agreement.

13. Compliance. In the performance of this Agreement, Contractor shall, at its own expense, at all times during the term hereof, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements. Contractor shall also comply with all applicable UWF policies and regulations applicable to this Agreement. To the extent Contractor has access to any student education records, Contractor agrees that he/she will comply with all federal and state information security and confidentiality laws, including but not limited to FERPA. Contractor acknowledges and agrees that Contractor has and will maintain, at all times during the term of this Agreement, all governmental permits, licenses, consents, and approvals necessary to perform its obligations under this Agreement. This provision shall survive termination of this Agreement.
14. Independent Contractor. Contractor is retained by UWF only for those purposes and to the extent set forth in this Agreement, and Contractor's relation to UWF shall, during the term of this Agreement, be that of independent contractor. Contractor is not and shall not be considered as having an employee status. As provided above, Contractor is responsible for the payment of any taxes on any monies received by Contractor.
15. Prohibitions. Unless expressly and specifically authorized in writing by UWF in advance, Contractor is prohibited from (a) using UWF's name, trademarks, logos, or other marks (collectively herein known as the "Marks") without UWF's prior written approval; (b) incurring any debt or obligation on behalf of UWF; (c) entering into any contract, arrangement, or transaction which binds UWF to any extent or creates any obligation on UWF; and/or (d) utilizing UWF's name, credit, reputation, good-will, resources, and/or assets for any purpose without the prior and explicit written approval of UWF.
16. Indemnification. Contractor is responsible for its performance under this Agreement. Contractor agrees to release, indemnify, defend, and hold harmless University of West Florida, The University of West Florida Board of Trustees, the Florida Board of Governors, the State of Florida and their respective trustees, officers, employees and agents of and from any and all liability, fines, royalties, fees, taxes, suits, claims, demands and actions, costs, attorney's fees and expenses of any kind or nature whatsoever for any loss of life, personal, bodily or economic injury or damage or loss to property arising out of the negligent acts, errors or omissions of Contractor, its officers, agents, employees and contractors, and from and against any orders, judgments or decrees which may be entered pursuant thereto. This provision shall survive the termination of this Agreement.

If Section 725.06, Fla. Stat., applies to Contractor (an architect, engineer, general contractor, subcontractor, sub-subcontractor, or materialman), then the following provision applies in lieu of the above paragraph regarding indemnification:

Indemnification. Contractor is responsible for its performance under this Agreement. Contractor agrees to release, indemnify, and hold harmless University of West Florida, The University of West Florida Board of Trustees, the Florida Board of Governors, the State of Florida and their respective trustees, officers, and employees of and from liability, fines, royalties, fees, taxes, suits, claims, demands and actions, costs, attorney's fees and expenses for loss of life, personal, bodily or economic injury or damage or loss to property to the extent caused by the negligent, reckless, or intentionally wrongful acts, errors or omissions of Contractor, its officers, agents, employees and contractors, and from and against any orders, judgments or decrees which may be entered pursuant thereto. This provision shall survive the termination of this Agreement.

17. Copyright and Intellectual Property. If Contractor uses copyrighted materials or documents not owned by UWF ("Copyrighted Materials") in Contractor's performance of the Agreement, Contractor represents and warrants that it owns, or is licensed to use and to authorize others to use, the Copyrighted Materials. Contractor will, at its expense, defend any suit brought against UWF and will indemnify UWF against an award of damages and costs made against UWF by a settlement or final judgment that is based on a claim that UWF's use of the Copyrighted Materials infringes a trademark or copyright of a third party. This provision shall survive termination of the Agreement.
18. Ownership of Work Product. All right, title and interest in and to any invention, work product, idea or creation conceived, developed or produced during the performance of services under this Agreement (including but not limited to creative, copy, scripts, story boards, writing, copyrights, trademarks, art, music, software and documentation, business systems or ideas, and research projects) shall be property of UWF whether created individually by the Contractor or jointly with UWF, on or off premises. If Contractor is providing software, UWF may create and retain a copy of the software and related documentation for back up and disaster recovery purposes, and for archival purposes for use after this Agreement is terminated. This provision shall survive termination of the Agreement.
19. University's Right to Inspect. Although the Contractor has the authority to control and direct the performance of the details of the work, the work contemplated herein must meet UWF's standards and approval and shall be subject to UWF's general right of inspection to secure the satisfactory completion thereof.
20. Travel. If UWF is specifically responsible for reimbursing Contractor for travel expenses pursuant to the Agreement, such expenses shall only be paid to the extent permitted by Section 112.061, Florida Statutes.
21. Notices. Any notice to either party hereunder must be in writing and signed by the party giving it, and served: 1) by hand; 2) through the United States Mail, postage prepaid, registered or certified, return receipt requested; or 3) through expedited mail or package service, if a receipt showing the delivery has been retained, and addressed to the addresses above. Notice is effective upon receipt.
22. Federal Funds. If UWF has entered into an agreement with the United States of America, or any Department thereof, and the Agreement is entered into with the Contractor to further the performance of the work required in such federal agreement, Contractor shall comply with the terms contained in UWF's Federally Funded Projects Addendum found at <https://uwf.edu/federalfundings/terms> herein incorporated by reference.
23. Miscellaneous.
- a. Force Majeure. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, labor strike, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
 - b. Confidentiality of Information. Contractor acknowledges and agrees that any and all documents, materials and information furnished to the Contractor by UWF or its affiliates in connection with the Agreement (the "Information") are and shall remain at all times proprietary, and the sole property of UWF. Contractor shall not disclose Information to third parties unless it obtains UWF's prior written consent to such disclosure. Contractor shall at all times comply with any and all applicable state and federal laws governing the use and/or safe-keeping of confidential and/or personally identifiable information (as the term may be defined by state or federal law), including, but not limited to, Public Records laws, the Family Educational Rights and Privacy Act ("FERPA"), the Gramm-Leach Bliley Act, and the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003), and shall obtain (in advance) all necessary permission and consent, as applicable, in regards to its collection/receipt of any such information. In the event that UWF will share with or provide access to Contractor of any protected health information ("PHI"), as that term is or may be defined by state or federal law, in order to perform the Agreement, UWF and Contractor shall enter

into a separate business associate agreement which will govern the use of the PHI (in lieu of this provision). This provision shall survive the expiration or earlier termination of the Agreement.

- c. Public Records. UWF is subject to Chapter 119 of Florida Statutes, commonly known as the Florida Public Records Law. The Agreement and any related documents and correspondence Contractor submits to UWF shall also become a public record subject to the Public Records Law. UWF will respond to public records requests without providing Contractor any notice. Additionally, if Contractor is a "contractor" as defined under Section 119.0701, Florida Statutes, it shall comply with all applicable public records laws. Specifically, Contractor shall: (1) keep and maintain public records required by UWF to perform the service; (2) Upon request from UWF's custodian of public records, provide UWF with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in that section or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to UWF; (4) upon completion of the contract, transfer at no cost to UWF all public records in possession of Contractor or keep and maintain public records required by UWF to perform the Service. If Contractor transfers all public records to UWF upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to UWF, upon request by UWF's public records custodian, in a format that is compatible with UWF's information technology systems. If UWF receives a request for public records, and UWF does not possess such records, UWF shall immediately notify Contractor of such request, and Contractor must provide them to UWF or allow the records to be inspected or copied within a reasonable time. If Contractor does not comply with the request for records, UWF shall enforce the terms of the contract, and Contractor may be subject to civil action under Section 119.0701, Florida Statute, and the penalties outlined under Section 119.10, Florida Statute. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 474-3420, BY EMAIL GCFRONTDESK@UWF.EDU, OR BY MAIL AT 11000 UNIVERSITY PARKWAY, PENSACOLA, FLORIDA 32514.**
- d. E-Verify. Due to contracting with a public employer in Florida as defined by Section 448.095, Florida Statutes, Vendor is obligated to utilize the U.S. Department of Homeland Security's E-Verify system. Further, Vendor is obliged to abide with the requirements of Section 448.095, Florida Statutes, when contracting with subcontractors for performance of this Agreement. UWF's good faith belief that Vendor is employing unauthorized aliens in the state of Florida in violation of Section 448.09, Florida Statutes, shall be just cause for unilateral termination of this Agreement effective immediately and Vendor shall be liable for additional costs incurred by UWF due to the termination of the Agreement.
- e. No Coerced Labor or Services. If Contractor is not a governmental entity under Section 287.138(1), Florida Statutes, Contractor agrees that, prior to this Contract being executed, renewed, or extended between the parties, it shall comply with the requirements of Section 787.06(13), Florida Statutes, by providing University with an affidavit signed by an officer or representative of Contractor under penalty of perjury attesting that Contractor does not use coercion for labor or services, as those terms are defined in that Section 787.06.
- f. Assignment/Binding Effect. This Agreement may not be assigned by Contractor without the express written consent of UWF. This Agreement shall be binding upon and inure to the benefit of the parties hereto.
- g. Governing Law/Venue. This Agreement is governed by the laws of the State of Florida and venue of any actions arising out of this Agreement shall be in the state courts in Escambia County, Florida.

- h. Survival. Any provision of this Agreement providing for performance by either party after termination of this Agreement shall survive such termination and continue to be effective and enforceable.
- i. Entire Agreement/Amendments. This Agreement and any documents incorporated specifically by reference represent the entire agreement between the parties and supersedes all prior oral or written statements or agreements. This Agreement may only be amended by written amendments duly executed by the parties hereto.
- j. Severability. If any provision or application thereto to any circumstance is held to be invalid or unenforceable, such provision shall be ineffective and the remainder of this Agreement shall remain valid and enforceable.
- k. Counterparts & Facsimile Signatures Allowed. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. To the extent permissible under Florida law, a facsimile signature shall be deemed to constitute an original signature for the purposes of this agreement.

SERVICES SHALL NOT BEGIN UNTIL THE AGREEMENT IS FULLY AND PROPERLY EXECUTED BY BOTH PARTIES.

The parties execute this Agreement as of the date written below each signature block and each party executing this Agreement warrants and represents that it is authorized by its respective entity to execute a binding Agreement.

**THE UNIVERSITY OF WEST FLORIDA BOARD
OF TRUSTEES:**

CONTRACTOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

SERVICES

[Enter Scope of Work – specify work to be completed, deliverables and due dates, etc. If more than one page or on separate pages, please attach such documents to the Agreement and write “see attached.”]

SAMPLE

EXHIBIT B

PRICE SHEET

[Attach the price sheet submitted with the response]

SAMPLE

EXHIBIT C

MINIMUM INSURANCE REQUIREMENTS

The CONTRACTOR shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum insurance, the University of West Florida (UWF) shall not be deemed or construed to have assessed the risk that may be applicable to the CONTRACTOR. The CONTRACTOR shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The CONTRACTOR is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

COVERAGES

1. Commercial General Liability–ISO CG 001 Form or equivalent. Coverage to include:

Premises and Operations
Personal/Advertising Injury
Products/Completed Operations
Liability assumed under an Insured Contract (including defense costs assumed under contract)

2. Automobile Liability including all:

Any Auto
Owned Auto
Non-owned Auto
Hired Auto
Personal Injury Protection (when applicable)

3. Workers' Compensation

Statutory Benefits (Coverage A)
Employers Liability (Coverage B)

LIMITS REQUIRED

The CONTRACTOR shall carry the following limits of liability as required below: Dollar amounts may change in accordance with the event or project. Events may include Food and Liquor Liability.

Commercial General Liability	
General Aggregate	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Each Occurrence Limit	\$ 1,000,000
Personal/Advertising Injury	\$ 1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Payments (Any One Person)	\$ 5,000
Automobile Liability	
Bodily Injury/Property Damage (Each Accident)	\$ 1,000,000
Personal Injury Protection	Statutory
Workers' Compensation	
Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability)	\$100,000 \$500,000 \$100,000

ADDITIONAL REQUIREMENTS

The CONTRACTOR shall meet the following requirements:

1. Be licensed or approved to do business within the State of Florida.
2. Insurer must be licensed in the State of Florida.
3. Name the State of Florida, Florida Board of Governors, The University of West Florida Board of Trustees, and The University of West Florida, its officers, employees, agents, and volunteers as "Additional Insured".
4. Include an Additional Insured Endorsement form as the "Additional Insured" on Commercial General Liability, Automobile Liability and any other as specified by the contract.
5. Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by UWF.
6. Include a Waiver of Subrogation Clause that clearly states that the insurer paying any claim arising by reason of any operations under the contract will not seek reimbursement from UWF.
7. Policy may not be non-renewed, cancelled or materially changed or altered unless thirty (30) days advance written notice is provided to UWF.
8. Insurance certificates and written endorsements **must** be provided directly by the insurance agency or carrier.
9. Renewal certificates and endorsements are to be provided to UWF at least 30 days prior to expiration.
10. Insurer possesses a minimum **A.M. Best's Insurance Guide rating of no less than "B+"**.

SAMPLE

ATTACHMENT D
ADDITIONAL PQS INFORMATION

I. PQS INFORMATION

A. PQS SUBMISSION

The PQS Response (“Response”) with the signed PQS Respondent Acknowledgement Form (Page 2) must be received by the University of West Florida Office of Procurement and Contracts no later than the due date and time as stated in the “Timetable” shown in this PQS.

It is the Respondent’s responsibility to ensure that the Response is submitted electronically through BidNet Direct, located at <https://www.bidnetdirect.com/florida/university-of-west-florida> no later than the date and time specified in this PQS. Responses by facsimile, telegram, or telephone shall not be accepted.

When PQS documents require a signature, the document(s) shall be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the Respondent, and the firm’s corporate seal shall be affixed to such document(s). UWF is not liable for any errors or misinterpretations made by the Respondent.

B. NO RESPONSE

If a firm chooses to not submit a Response to this PQS, the firm is asked to return the PQS Respondent Acknowledgement Form (Page 2) by uploading it to BidNet Direct. The completed form shall be marked “NO RESPONSE” where indicated and provide a brief explanation in the space provided.

Failure to respond to a solicitation without giving reason(s) for not responding, nonconformance to contract conditions, or other pertinent factors deemed reasonable and valid may be cause for removal of the firm from the mailing list for future solicitations.

C. RESPONDENT ACKNOWLEDGEMENT FORM - EXECUTED

The completed PQS Respondent Acknowledgement Form (Page 2) shall be signed as noted in Section A above, and made part of the complete Response package. An incomplete or improperly executed PQS Affidavit Form shall cause the Response to be deemed non-responsive. Respondent must acknowledge that the Response is based upon all terms and conditions contained herein, and specifically agrees to provide service in the manner set forth in this PQS.

D. MODIFIED RESPONSE

After submission of a complete Response and until the due date and time, firms may submit a modified Response to replace all or any portion of the Response. The Evaluation Committee shall only consider the latest version of the Response.

E. WITHDRAWAL OF A RESPONSE

The submitted Response shall be irrevocable until the contract is awarded unless the Response is withdrawn in accordance with the provisions of this paragraph E. A Response may be withdrawn only by written request, and only (i) prior to the Response

Due Date, or (ii) upon the expiration of ninety (90) days after the Due Date, provided that no award has been made.

F. LATE RESPONSES, LATE MODIFICATIONS, AND LATE WITHDRAWALS

Responses received after the due date and time are late and shall not be considered. Modifications received after the due date are also late and will not be considered unless solicited in writing by UWF. Letters of withdrawal received after the due date but prior to the expiration of ninety (90) days after the due date (provided no award has been made) are late withdrawals and shall not be considered.

G. PQS POSTPONEMENT OR CANCELATION

The University of West Florida may, at its sole and absolute discretion, reject any and all Responses, or parts of any and all Responses; re-advertise this PQS; postpone or cancel the PQS process for this solicitation; or waive any irregularities in the responses received as a result of this PQS.

H. COSTS INCURRED BY RESPONDENTS

All expenses involved with the preparation and submission of a Response to this PQS, or any work performed in connection therewith, shall be borne by the Respondent. No payment will be made for any responses received, or for any other effort required of or made by the Respondent prior to commencement of work as defined by a contract which is approved by UWF and fully executed by both UWF and the Respondent.

I. INTERVIEW(S) / PRESENTATION(S)

The University of West Florida and/or the Evaluation Committee may require any or all respondents to participate in an interview, for reasons including but not limited to providing additional information in support of the firm's Response or to exhibit or otherwise demonstrate the information contained therein.

The firm(s) selected for interview will be advised in writing of the nature of the interview, as well as the date, time, and duration of the interview.

J. ACCOMODATIONS

- K.** Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations is requested to advise UWF by contacting Human Resources at 850-474-2694 or 711 (TTY) at least two (2) business days prior to the event. For more information or to submit a request, visit the Public Event Accommodations Page or email ada@uwf.edu.

L. PUBLIC RECORDS

The University of West Florida is subject to [Section 119.07, Florida Statutes](#), which requires the Office of Procurement and Contracts to provide access to its records, subject to certain limitations. Material submitted in response to this solicitation may become a public document unless a specific exemption to Section 119.07 exists. Submitted material which is marked as confidential will be treated as such by the University to the extent it is considered a trade secret as defined under Florida law or it meets other criteria otherwise exempt from Section 119.07, Florida Statutes, or other applicable law.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC

RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT:

The Office of General Counsel
11000 University Parkway, Building 10
Pensacola, FL 32514
(850) 474-3420
gcfrofrontdesk@uwf.edu

M. RULES, REGULATIONS, AND LICENSING REQUIREMENTS

Respondents must comply with all laws, ordinances, and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Respondents are presumed to be familiar with all the federal, state, and local laws, ordinances, codes, and regulations which may in any way affect the services offered.

N. MINORITY BUSINESS ENTERPRISES

The University of West Florida actively seeks and encourages women and minority business enterprises to compete for the business of the university. The Contractor who is awarded the contract resulting from this solicitation will be required to use its best efforts in seeking and encouraging participation by women and minority businesses in competing for the opportunity to assist the Contractor in providing the goods and/or services required for this solicitation. The university shall require the Contractor to provide proof in order to substantiate the Contractor's efforts.

O. PURCHASES FROM RESPONDENTS CONVICTED OF PUBLIC ENTITY CRIMES

The University of West Florida shall not accept a response to a competitive solicitation from or purchase commodities or contractual services from a person or affiliate who has been convicted of a public entity crime and has been placed on the State of Florida's convicted respondent(s) list for a period of thirty-six (36) months from the date of being added to the convicted respondent(s) list.

P. DISPUTES/PROTESTS

Any vendor or 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 accordance with the [Florida Board of Governors' Regulation 18.002](#). Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Florida Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.

UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES

AFFIDAVIT OF COMPLIANCE WITH SECTION 787.06(13)

Company or Individual: _____

FEIN: _____

Address: _____

Telephone Number: _____

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of the above-named entity, I certify that I am over the age of 18, of sound mind, and the entity identified above does not use *coercion* for *labor* or *services* as those terms are defined in Section 787.06; specifically, the entity does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03 to any person for the purpose of exploitation of that person.

Under penalty of perjury, I declare that I have read the foregoing document, that I am an officer or representative of the business indicated above, and that the facts stated herein are true.

By: _____

Date: _____

Name: _____

Title: _____

Email: _____