PURCHASING SERVICES

Invitation to Negotiate for

Branding & Marketing Services

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1.0 STATEMENT AND SCOPE OF WORK

1.1 Summary

The University of Florida, on behalf of Florida Polytechnic (“University”), located in Lakeland, Florida, is seeking proposals from highly creative advertising firms with full-service resources (internal or subcontracted with approved partner firm) and a proven track record in research, brand/identity development, websites, publications, social media, and public relations that are interested in providing services relating to developing a comprehensive branding and marketing plan.

The Florida Polytechnic University is the State of Florida’s 12th and newest university. Its focus is on delivering a world class education in the Science, Technology, Engineering, and Math (STEM) fields of learning and practice. The campus is scheduled to be occupied the early spring of 2014 with classes beginning August 2014. It is anticipated that the University will support approximately 700 students and 60 Faculty/Staff Combinations upon its opening. The future growth is anticipated to reach at least 5,000-6,000 students on campus by 2025.

Located between Tampa and Orlando, the university master plan incorporates a planned campus of approximately 5,000 students at full build. The campus, located right off Interstate 4 and the Polk Parkway, is three parcels: 1, 2, and 3 respectively. These properties are approximately 180 acres for parcel one, and 300 more acres combining parcels 2 and 3, located just southwest of the main gate onto the main campus.

We seek proposals for a broad-based identity project to encompass comprehensive quantitative and qualitative research, as well as marketing initiatives, brand platforms, and graphic identity recommendations. The selected firm or firms will have prior successful experience working with higher education clients and a proven track record of helping them more clearly and authentically express their identities.

1.2 Scope of Work

Florida Polytechnic intends to launch a dynamic new identity-based marketing initiative designed to strengthen its identity. Some of our goals include: enhancing the quality and diversity of our students, faculty and staff; building upon the recognition, reputation, renown and understanding of Florida Polytechnic around the world; and raising awareness and appreciation for the quality of Florida Polytechnic within the national academic community.

NOTE: The project will have two phases – A.) Comprehensive Research, and B.) Brand/Identity Development. If a respondent is recommending a partner firm for any aspects of the project, the respondent must have the agreement of the partner firm in advance and include submission of separate responses to the criteria laid out in 2.1 Method of Award, Evaluation Criteria D.

The planned budget range for the Part A Comprehensive Research phase of the project is $35,000. The planned budget range for the Part B Brand Identity Development aspects of the project is $190,000. Total budget for both projects is $225,000.

Part A: Comprehensive Research

The selected firm will conduct both qualitative and quantitative research among key audiences to better understand how well Florida Polytechnic is known and how well its quality is understood. We would also be curious to test relevant and/or changing opinions about the value placed on a polytechnic institution.
We are seeking a step-by-step methodology for research activity designed to help Florida Polytechnic better understand its strengths, weaknesses, opportunities and threats in order to inform the development brand platforms, message development, and marketing activity.

The audiences we wish to better understand include:

- A random sampling of the general public, with emphasis on families with college-bound students in the Southeast United States and admission target regions
- Academic audiences (faculty and administrators) at other institutions, and possibly research sponsors
- Academically talented high school sophomores and juniors with strong extracurricular and leadership experiences enrolled in challenging high schools
- Talented students from schools of ethnic, cultural, and socioeconomic diversity
- Relevant guidance counselors, parents, and/or admission advisers

Areas of exploration include:

- Current name awareness and familiarity ratings (Florida Polytechnic and selected competitors)
- Identity perceptions of Florida Polytechnic: top-of-mind associations, questions, confusion
- Core strengths and weaknesses
- Brand character, reputation, and discerned values
- Prospective student priorities
- Florida Polytechnic attributes
  - Competitive frame of reference

Part A: Deliverables include:

1. Survey parameters
2. Design of research instruments
3. Survey programming
4. Sample and field management (incentives, fulfillment, etc.)
5. Necessary coding
6. Comprehensive written analysis of the research findings, including implications of the findings for Florida Polytechnic’s brand positioning
7. On-campus presentations to internal constituents outlining research findings
8. Recommended strategies for benchmarking and metrics to monitor progress

Part B: Brand/Identity Development
Through knowledge gained by deep research and discussions among key constituencies, the selected firm will develop prominent communications themes, concepts, messages, and distinctions (brand elements) that authentically capture the essence of Florida Polytechnic and allow it to stand out among its peers and competitors.

The primary objective of this phase of the project will be to:

- Use quantitative and qualitative research to understand how Florida Polytechnic is perceived by the public and key prospect audiences
- Understand, through research, how Florida Polytechnic wants to be perceived and what messages and strategies help attain that goal
- Distinguish clearly and concisely what is distinctive about Florida Polytechnic
- Unite various voices of the university under well-defined core positioning goals and statement to achieve significantly higher awareness and impact
- Maintain a consistent visual identity so that all entities are related
- Galvanize internal and external communities around a common identity
- Guide efforts to position Florida Polytechnic in key markets and enable the university to attain a higher level of media attention and coverage
- Establish overall look and feel through enhanced graphic identity and standards
- Guide staff through design, message direction, writing, and development of major print, web, public relations, and social media strategies
- Develop a comprehensive graphic identity standards manual

Part B Deliverables Will Include:

Note: The deliverables are not meant to limit a respondent’s thinking about how they might approach the Florida Polytechnic project. We urge vendors to be creative and unusual in their development of these deliverables and not feel tied to traditional or expected approaches to these parameters. We will be very interested in respondents’ creativity and new ideas.

1. Development of Market Strategies and Proposed Solutions:

   The selected firm will also advise the communications team and other offices on new market strategies to spread the reputation of Florida Polytechnic and to gain further knowledge and appreciation for its brand. These strategies should not be confined to print and electronic outbound communications but could also include directions for Customer Relations Management (CRM), inbound marketing, new social media directions and applications, and even person-to-person interactions with both prospective students and families as well as candidates for key faculty and staff positions, and new employees.

2. Testing of Proposed Strategies:

   The selected firm will provide conceptual directions that have been tested and adapted based upon focus groups and discussions among key audiences, major campus constituents, and the campus-wide identity committee developed for this purpose. It is anticipated that the selected firm will develop three identity statements, including brand promises and supporting marketing messages based on research findings. Selected firm will test each of these statements and key marketing messages and related design work...
with the cross-campus committee, as well as target audiences through focus groups, campus forums, and other means as necessary, to assist in selecting and developing the right positioning platform for the university. Selected firm will give advice regarding how to launch the initiative on campus and how to build understanding and appreciation of the messages.

3. **Lead and Guidance in Development of Marketing Strategies:**

   Depending upon the research, findings, and acceptance of appropriate themes, the selected firm would be expected to lay out media relations and marketing strategies, as well as appropriate adjustments to Florida Polytechnic admission materials, website, major publications, alumni magazine and other alumni communications, social media strategies, and graphic identity. Because the university’s communications office is composed of 3 talented staff encompassing design and photography, web, public relations, marketing, and editorial, the selected firm will work closely with the Florida Polytechnic team. The firm will be asked to develop two lead marketing projects (one print and one web) as well as major themes and strategies for in-house implementation and production.

4. **Recommendations for Design and Message Adaptations to New Website:**

   Florida Polytechnic will launch a newly designed website in January 2014. It is expected that the selected firm will execute design adaptations, in keeping with overall branding criteria decisions, must be executed as part of the overall project. Firms with strong Web Development and Branding teams are encouraged to submit proposals.

5. **Graphic Identity Logo and Standards Manual:**

   The selected firm will establish the overall look and feel for an enhanced graphic identity and standards, guide the design and relative enhancements of the website, publications, and social media initiatives, and develop an online identity standards manual with principles, templates, logo and guidelines.

### 1.3 Term of Agreement

The term of this Agreement will be for an initial period of two (2) years, 10/18/13 to 10/17/15, with an option to renew based on satisfactory performance and the written approval of both parties for up to two (2) additional one (1) year periods.

### 1.4 Coverage and Participation

The intended coverage of this ITN and any Agreement resulting from this solicitation shall be for the use of all Departments at the Florida Polytechnic University. The University reserves the right to add and/or delete elements, or to change any element of the coverage and participation at any time without prior notification and without any liability of any kind or amount.

### 2.0 EVALUATION PROCESS AND METHOD OF AWARD

#### 2.1 Method of Award

The evaluation of each response to this ITN will be based on its overall competence, compliance, format, and organization. The Award shall be made to the responsive and responsible vendor whose proposal is determined to be the most advantageous to the Florida Polytechnic University, taking into consideration the following evaluation criteria listed below. Pricing may be a criterion. However, the University is under no obligation whatsoever to select as most responsive the proposal that demonstrates the lowest pricing.
The contract will consist of the University’s ITN, the proposal with any and all revisions, award letter, purchase order, and the signed agreement between the parties, as stated in that agreement.

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

**Evaluation Criteria and Contents of Proposal**

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

A. Creativity of Approach and Quality of Service to University
   
   • Provider’s ability to deliver creative and quality service to Florida Polytechnic University as defined by the scope of this ITN and as reflected in Vendor’s proposal description of how it will manage the overall research and identity initiative and proposal approaches and methodology.

B. Firm Background, Experience, and References
   
   • A brief description of your firm’s size and organizational structure as it relates to services proposed, and how long your firm has been performing the services requested in the ITN

   • Description of any significant growth, downsizing, mergers, and/or restructuring that have taken place in your firm within the last three years, or are anticipated in the future.

   • Description of any potential conflicts of interest or current work with similar colleges and/or competitors.

   • Information relating to bankruptcies, current lawsuits, legal actions, or governmental investigations affecting your firm

   • A description of how your firm has executed similar projects (projects for both university and non-academic clients considered of interest)

   • A description of who will be assigned to the Florida Polytechnic projects and their relevant projects and clientele

   • Detailed resumes of team leaders and staff

   • Background in working with clients’ in-house talent

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

   • Description of previous projects of similar scope, with samples

   • Results achieved by previous projects

   • If you are considering subcontracting any segment(s) of the work, please explain which segments you would subcontract. All subcontracting must be approved in advance by Florida Polytechnic University. All firms with which chosen contractor intends to sub-contract any portion
of the project must be named in the proposal, and complete background and resumes of team members of intended subcontract firm must be included in ITN response

C. Cost Breakdowns

• Total Costs of Comprehensive Research Project — broken down by constituents and methodology
• Total Costs of Brand/Identity Development Project — broken down by aspects described in “Scope of Project” above

Please provide hourly fee schedule for all levels

D. Schedule

• Lead times, sub-deadlines and delivery schedules leading to reach ultimate deadlines for both phases (research and brand identity) of the project
• History of reaching deadlines
• Explanation of any schedule/deadline adaptations/changes requested

2.2 Selection, Negotiation, Additional Information

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

2.3 Pre-Award Presentations

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

2.4 Pre-Award Negotiations

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

• Resolving minor difference and typographical errors
• Terms and conditions
• Clarifying necessary details and responsibilities
• Emphasizing important issues and points
• Receiving assurances from vendors
• Obtaining the lowest and best pricing and/or revenue agreement
• Defining deliverables (see Part B)

2.5 Notice of Proposal Protest Bonding Requirement

Any vendor who files an action protesting a decision or intended decision shall post at the time of the filing the formal written protest, a bond, payable to the Florida Polytechnic University, in an amount equal to: 10% of the estimated value of the protestor’s proposal; 10% of the University’s estimated expenditure during the contract term, or $10,000, whichever is less. The bond shall be conditioned
upon the payment of all costs which may be adjudged against the vendor. In lieu of a bond. The University will accept a cashier’s check or money order in the amount of the bond. FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.

2.6 Contractual Intent/Right to Terminate and Recommence ITN Process

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

2.7 Effective Period of Proposals

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

2.8 Proposal Acceptance/Rejection

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

2.9 Errors and Omissions in Vendors Proposals

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

2.10 Determination of and Information Concerning Vendor’s Qualifications

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

- Financial resources
- Personnel resources
- Physical resources
- Internal financial, operating, quality assurance, and other similar controls and policies
- Resumes of key executives, officers, and other personnel pertinent to the requirements of the ITN
- Customer references
- Disclosures of complaints or pending actions, legal or otherwise, against the vendor
- The University reserves the right to check references with current customers as provided by the vendor and with any customers the University identifies
2.11 Apparently Conflicting Information Obtained by Vendor

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

2.12 Rejection of Vendor Counter-offers, Stipulations and Other Exceptions

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

2.13 Vendor’s Need to Use Proprietary Rights of the University

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

2.14 Public Record

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

3.0 SCHEDULE OF EVENTS

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

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<td>08/22/2013</td>
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<tr>
<td>08/29/2013</td>
<td>Technical Questions/Inquiries Due</td>
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3.1 Pre-Proposal Conference – N/A

3.2 Pre-Proposal Site Visit – N/A

3.3 Special Accommodations – N/A

4.0 PROPOSAL RESPONSE AND PREPARATION INSTRUCTIONS

Proposals must be delivered sealed to:

University of Florida
Purchasing Services
971 Elmore Drive
Gainesville, FL 32611-5250
on or prior to 09/24/2013 10:00 AM.

ITN14CW-113
The above address is a valid campus address for any courier service.

It is the vendor’s responsibility to assure that the proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. The University shall not accept proposals received by facsimile or email. The University shall, at the specified closing date and time, open all proposals that are otherwise in order. The University will allow interested parties to attend such opening for purposes of identifying which vendors have responded. The University will make no immediate decision at such time, and there will be no disclosure of any information contained in any proposal until the earlier of (i) the time University provides notice of a decision or intended decision, or (ii) 30 days after the final competitive sealed proposals are all opened, whichever occurs earlier, vendor proposals become public record. When multiple solicitations have been scheduled to open at the same date and time, the University will open solicitations that have interested individuals present in sequential order by solicitation number. The University will hold unopened any proposals received after the closing date and time, and will not consider such proposals. The University reserves the right to retain or dispose of such proposals at its discretion; however, the University may return such proposals to their related vendors, but only at such vendor’s request and at no cost or expense whatsoever to the University.

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

4.1 Proposal Format Organization

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

4.1.1 Response Format

- Submit one (1) copy of the initial response on PC compatible media (CD/DVD or USB flash drive), preferably in Word® and/or Excel®.
- Submit one (1) original and seven (7) copies of the vendor’s proposal in hard copy form.
- The original response must contain the original manual signature of the authorized person signing the proposal, and any required additional data.
- The outer carton of the response must display clearly and conspicuously the following identifying information, The ITN number, name and due date and is sealed;
- The offer’s response must include the information and required submittals described, tabbed and numbered as shown below, with all information appearing in the Tab in which it was requested.
- Questions and requests for information may not be rearranged, regrouped, or divided in any way.
- All information and required submittals requested MUST BE in hardcopy and included in your written response.

Failure to adhere to this condition may cause your response to be rejected without further evaluation. Information submitted that is not requested by the University may be considered to be supplemental, not subject to evaluation by the committee members.
• If there is any information or required submittals which due to size or binding cannot be incorporated following the proper tab, the vendor must provide information following the numbered tab, telling the evaluator where the information can be found in the response.

• Tabular / Paginated Format:
  
  o Tab 1: Completed and signed Certification of Proposal form and signed and completed acknowledgement forms for any addenda issued. (See 7.1 for form)
  
  o Tab 2: Summary of Proposal - A fully developed overview of how your firm would manage the overall research and identity initiative, proposed approaches and methodologies, and plan to reach major deadlines.
  
  o Tab 3: Firm Background, Experience, and References (See 2.1 Method of Award, Evaluation Criteria B for details)
  
  o Tab 4: Cost Breakdown (See 2.1 Method of Award, Evaluation Criteria C for details). Pricing must include pricing for initial term and for each of the possible renewal terms.
  
  o Tab 5: Please explain your company’s approach and the methodology to be applied in obtaining the overall goals of this ITN. Describe the process of producing “best value” for University and its users, through creative marketing, small business & diversity programs, “green” initiatives, and/or other programs.
  
  o Tab 6: Please provide samples of recent work in branding
  
  o Tab 7: As defined below (Section 2.9.8), please describe any financial considerations and flexibility of the vendor. For example: creative pricing (e.g. multiyear contract discount, process improvements, incentives for early payment)

4.1.2 Number of Proposal Copies to be Furnished

Vendors are to submit one (1) original of the initial response on PC compatible media (CD/DVD or USB flash drive), preferably in Word® and or / Excel® marked “Original”, and one (1) printed copy marked “Original” and seven (7) copies, each marked “Copy”.

4.1.3 Bindings and Marking

Vendors shall ensure that the original and each copy are individually bound. When submitting more than one (1) proposal, vendors shall ensure that units are clearly marked; for example, as “Original of Proposal One”, “Copy One of Proposal One”, “Original of Proposal Two”, “Copy One of Proposal Two”, and so on.

4.1.4 Marking of Envelopes

Vendors shall ensure that the outer carton of the response clearly and conspicuously displays the following identifying information: ITN14CW-113, Opening date and time: September 24, 2013 10:00 AM ET

4.1.5 Proposal Costs

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

4.1.6 Faxes or Emails Not Accepted

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

4.2 Requirements of Proposer for Response

4.2.1 Original ITN Document

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

4.2.2 Vendor’s Understanding of the ITN

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

4.2.3 University Provides Information in Good Faith without Liability

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

4.2.4 Verbal versus Written Communication

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

4.2.5 Questions, Communications and Inquires between the University and Vendors

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

University of Florida
Purchasing Services
971 Elmore Drive
Gainesville, FL 32611-5250

Attn: Carole Wimmer
Telephone No: 352/392-1331
Facsimile No: 352/392-8837
E-mail Address: cwimmer@ufl.edu

Applicable terms and conditions herein shall govern communications and inquiries between the University and vendors, as they relate to this ITN.
Informal communications shall include, but are not limited to, requests from/to vendors or vendors’ representatives of any kind or capacity, to/from any University employee or representative of any kind or capacity, with the exception of Purchasing Services, for information, comments, speculation, etc. Inquiries for clarifications and information that will not require addenda may be submitted verbally to the Purchasing Coordinator named, above, at any time.

Formal communications shall include but are not limited to the following.

- Questions concerning this ITN must be submitted in writing, and be received prior to 08/29/2013 4:00 PM/ET.
- Errors and omissions in this ITN and enhancements. Vendors shall bring to the University’s attention any discrepancies, errors, or omissions that may exist within this ITN. Vendors shall recommend to the University any enhancements in respect to this ITN, which might be in the University’s best interests. These must be submitted in writing and be received prior to 08/29/2013 4:00 PM/ET.
- Inquiries for clarifications/information that will not require addenda may be submitted verbally to the Purchasing Coordinator named above at any time during this process.
- Verbal and/or written presentations and pre-award proposals under this ITN.
- Addenda to this ITN.

Informal communications shall cease on the date of distribution of this ITN and formal communications shall commence. On the date that the University completes the award process for this ITN and executes the resulting contract with the successful Vendor, informal communications may resume and formal communications must cease.

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

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

All addenda will be posted to our web site only:

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

- Vendors who want the addenda supplied to them in another form must notify the Purchasing Coordinator listed in Section 4.2.5 above of that request. Otherwise, it will be the vendor’s responsibility to check the web site for any additional information and addenda concerning this ITN.

4.2.7 Pricing and/or Revenue Proposal

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

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

4.2.8 Revisions to the ITN

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

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

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

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

4.2.9 Attention to Terms and Conditions

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

4.2.10 Required Signature

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

4.2.11 Authority to Negotiate

Representatives of the vendor(s) selected to participate in oral negotiation(s) shall be first required to submit written authorization from the company CEO or CFO attesting to the fact that the company's lead negotiator is authorized to bind the company to the terms and conditions agreed to during negotiations and as contained in the vendor's best and final offer. The provision of such authorization shall be a prerequisite to continuation in the ITN process. The University shall not enter into extensive contract negotiations with the selected vendor(s) after the negotiation process has been completed. If the University determines that a company awarded a contract based on this ITN does not honor all aspects of the agreement reached during the negotiations in the best and final offer, the University reserves the right to immediately cancel the award, and to place the company on the University's suspended vendor list.

Company negotiators must enter the negotiations prepared to speak on behalf of the vendor's company. The University reserves the right to immediately terminate negotiations with any company whose representatives are not empowered to, or who will not, make decisions during
the negotiation session. Vendors are reminded that the University may elect not to solicit a best and final offer from any company whose representative(s) have been unable or unwilling to commit to decisions reached during the verbal negotiation process.

4.2.12 Collusion Prohibited

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

4.2.13 Improper Business Relationships/Conflict of Interest Prohibited

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

4.2.14 Corrections, Changes, and Providing Information on Forms within the ITN

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

4.2.15 Performance and Payment Bond – N/A

4.2.16 Anti-Kickback

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

4.2.17 Withdrawal of ITN

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

4.2.18 University’s Right to Use Vendor’s Ideas/Proprietary Information

If the vendor needs to submit proprietary information with the proposal, the vendor shall ensure that it is enclosed in a separate envelope from the proposal and that it is clearly designated and conspicuously labeled as such. Vendors who submit responses with information noted as proprietary may be asked to substantiate why the information is proprietary or is otherwise exempt from a public records request under Florida Law.

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

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

5.0 DEFINITIONS

5.1 Agreement/Contract

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

5.2 Customer

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

5.3 May, Should

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

5.4 Must, Shall, Will

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

5.5 Proposal

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

5.6 Proprietary Information

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

5.7 Provider

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

5.8 Invitation to Negotiate (ITN)

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

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

5.10 **Response**
Same as Proposal

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

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

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

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

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

5.16 **Vendor’s Proposal**
Same as Proposal

5.17 **Vendor’s Response**
Same as Proposal

6.0 **AGREEMENT TERMS AND CONDITIONS**

The following are the Terms and Conditions that will become part of any Agreement consummated between the University and the Successful Vendor. In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Agreement; Invitation to Negotiate; Proposal.

6.1 **Actions of Successful Vendor**

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

The Successful Vendor shall not advertise or publish information concerning the Agreement without prior written consent of the University. The University shall not unreasonably withhold permission.

6.3 Americans with Disabilities Act

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

6.4 Certification

By signature on the “Proposal Certification” form included under Section 7.0, the Vendor certifies that the submission on the proposal did not involve collusion or other anti-competitive practices. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. In addition, Vendor certifies whether or not an employee of the University has, or whose relative has, a substantial interest in any Agreement subsequent to this ITN. Vendor also certifies their status with regard to debarment, or suspension by any federal entity.

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting Agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting Agreement. Any resulting Agreement may be subject to legal remedies provided by law. Vendor agrees to promote and offer to the University only those services and/or materials as stated in and allowed for under resulting Agreement(s).

6.5 Conflict of Interest

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

6.6 Discrimination

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

6.7 Drug Free Workplace

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

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

A. The provisions of Executive Order 11246, September 24, 1966, and the rules, regulations, and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value.

B. If the vendor expects to receive $10,000 in orders during the first 12 months of this agreement, a complete certificate of non-segregated facilities shall be attached to the proposal response.

C. If the vendor expects to receive $50,000 in orders during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEOO-1) must be filed prior to March 1 of each year.

D. If the vendor expects to receive $50,000 in orders during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the vendor, subject to review upon request by the user agencies of this agreement.

If you have already complied with the above, please indicate____

6.9 Federal, State, and Local Laws and Regulations

Successful Vendor is solely responsible for complying with all laws, ordinances, and regulations including but not limited to, those relating to taxes, licenses and permits, as they may apply to any matter under this ITN. The Successful Vendor must demonstrate that they are duly licensed by applicable regulatory bodies during the performance of the Agreement. Prior to the commencement of Agreement, the Successful Vendor shall be prepared to provide evidence of such licensing as may be requested by the University. Successful Vendor shall, at no expense to the University, procure and keep in force during the entire period of the Agreement all such permits and licenses.

6.10 Inspection and Audit

All books, accounts, reports, files and other records relating to the Agreement shall be subject at all reasonable times to inspection and audit by the Florida Polytechnic University.

6.11 Liens

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

6.12 Modifications

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

6.13 Non-Discrimination

The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.
6.14 Ownership of Documents & Deliverables

All reports, studies, plans, deliverables, logos, slogans, marks, strategies, materials, discoveries, inventions, processes, designs, plans, trade secrets, data, information, documents and other work (collectively, "Work"), whether of a technical nature or not, made, developed or obtained by Contractor pursuant to this Contract or in connection with the provision of the Services shall be the sole and exclusive property of University and any copyrightable Work shall be deemed a "work made for hire" under the United States copyright laws. Should such Work not constitute a "work made for hire" under the United States copyright laws, Contractor hereby grants, transfers, assigns, and conveys to University and its successors and assigns, the entire right, title, and interest in the Work or any part thereof. Immediately upon termination of this Contract for any reason, all Work, in whatever form, shall be turned over to University. This provision shall survive the termination of this Contract.

6.15 Sales and Use Tax

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

6.16 Sexual Harassment

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

6.17 Small Business Program

University is an equal opportunity institution and, as such, encourages the use of small businesses, including women and minority-owned small businesses in the provision of goods and services. Small businesses should have a fair and equal opportunity to compete for dollars spent by the University. Competition ensures that prices are competitive and a broad vendor base is available. Vendor shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses. For questions about the University’s Small Business Program contact Faylene Welcome, Director of Small Business and Vendor Diversity, 352-392-0380.

6.18 Tobacco Free Campus Policy – N/A

6.19 Sustainability Preferences

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

6.20 Assignment-Delegation

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

6.21 Assignment of Anti-Trust Overcharge Claims

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

6.22 Date for Reckoning Prompt-Payment Discount

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

6.23 Force Majeure

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

6.24 Furnish and Install – N/A

6.25 Indemnification/Hold Harmless

The Successful Vendor shall indemnify, defend, and hold harmless the Florida Polytechnic University Board of Trustees, the Florida Polytechnic University, the State of Florida and the Florida Board of Governors, its officers, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys’ fees and/or litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Successful Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement. Successful Vendor’s obligation under this provision shall not extend to any liability caused by the sole negligence of the Florida Polytechnic University Board Of Trustees, University, or its officers, agents, and employees. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by Successful Vendor and third party infringement under the Agreement.

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

General Liability Insurance – The Successful Vendor shall provide the ISO Commercial General Liability policy for general liability coverage’s for limits of not less than of $500,000 per occurrence. Coverage shall be maintained without interruption from date of commencement of work until date of final payment.

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

Automobile Liability - The Successful Vendor shall secure and maintain, during the life of this Agreement, Automobile Liability insurance on all vehicles against bodily injury and property damage in at least the amount of $100,000.00 per person, $500,000.00 per occurrence.

6.27 Protection of Property

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

6.28 Labor Disputes

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

6.29 Laws and Regulations

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

6.30 No Replacement of Defective Tender

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

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

6.32 Notice to Vendors of Asbestos-Containing Materials in University Buildings – N/A

6.33 Parking and Identification Badges.

The Successful Vendor shall obtain all parking permits and/or decals that may be required while performing project work on University premises.

6.34 Payment Terms

The University’s obligation is payable only and solely from funds appropriated for the purpose of the Agreement. Unless otherwise stated herein, the payment terms for the Agreement are Net 30 days. VENDOR OMBUDSMAN: The University’s vendor ombudsman whose duties include acting as an advocate for vendors may be experiencing problems in obtaining payment(s) from the University may be contacted at 863-583-9070.

6.35 Price Adjustment – N/A

6.36 Prior Course of Dealings

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

6.37 Prison Rehabilitative Industries

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract shall be purchased from Pride of Florida in the same manner and under the procedures set forth in Section 946.515 (2), (4), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation. Contact, Terrie Brooks, Bid Administrator, PRIDE of Florida, 2720 Blair Stone RD, Suite G, Tallahassee, FL 32301

6.38 Public Entity Crime

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

6.39 Public Records

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

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

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

6.41 Remedies and Applicable Law

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the rule and regulations of the Florida Board of Governors and the University. University and Successful Vendor shall have all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the Agreement shall be instituted in Lakeland, Florida.

6.42 Right of Inspection

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

6.43 Right of Offset

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

6.44 Shipment Under Reservation Prohibited – N/A

6.45 Specifications: Brand Name or Acceptable Alternate – N/A

6.46 Successful Vendor to Package Goods – N/A

6.47 Termination

6.47.1 Convenience

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

6.47.2 Default

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

6.47.3 Gratuities

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

6.47.4 Insolvency

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

6.47.5 Lack of Funds

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

6.47.6 Stop Work Order

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

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

### 6.47.8 Continuation of Performance Through Termination

The Successful Vendor shall continue to perform, in accordance with the requirements of Agreement, up to the date of termination, as directed in the termination notice.

### 6.48 Title and Risk of Loss

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

### 6.49 Warranties

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

### 6.50 Payment Card Industry Data Security Standard.

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

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

7.1 Certification of Proposal

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

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

This proposal is submitted in response to Invitation to Negotiate 14CW-113 issued by the Florida Polytechnic University. The undersigned, as a duly authorized officer, hereby certifies that

____________________________________
(Vendor Name)

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

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

___ There is no officer or employee of the Florida Polytechnic University who has, or whose relative has, a substantial interest in any Contract award subsequent to this proposal.

___ The names of any and all public officers or employees of the Florida Polytechnic University who have, or whose relative has, a substantial interest in any Contract award subsequent to this proposal are identified by name as part of this submittal.

The undersigned further certifies that their firm (check one) ___IS or ___IS NOT currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Person(s) authorized to negotiate in good faith on behalf of this firm for purposes of this Invitation to Negotiate are:

Name: _______________________________ Title: _____________________________

Signature: ____________________________ Date: ____________________________

Email: ______________________________

Name: _______________________________ Title: _____________________________

Signature: ____________________________ Date: ____________________________

Email: ______________________________

____________________________________  Email:___________________________
Signature of Authorized Officer

____________________________________
Printed Name

ITN14CW-113   Closing Date: 9/24/2013   Closing Time: 10:00 AM/ET