



PROCUREMENT

FLORIDA POLYTECHNIC
UNIVERSITY

INVITATION TO NEGOTIATE
22-006
PARKING & TRANSPORTATION STUDY

Issue Date: April 22, 2022

Due Date: June 1, 2022; 2:00 PM (ET)

4700 Research Way
Lakeland, FL 33805



**Invitation to Negotiate (ITN)
#22-006 Parking & Transportation Study**

Date: April 22, 2022
TO: Potential Respondents

Florida Polytechnic University (hereinafter referred to as *the University*) is soliciting responses to an Invitation to Negotiate for Parking & Transportation Study Services at the Main Campus located in Lakeland, Florida. Carefully review this Invitation to Negotiate. It provides specific technical information to aid participating firms in formulating a thorough response.

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

Name of primary contact
Mailing address of primary contact Telephone number of primary contact Fax number of primary contact
Email address of primary contact
Secondary contact person(s) including all information above
This information shall be transmitted electronically to: Andrea Cashell bids@floridapoly.edu

Proposal Submission and Deadline:

Respondent must provide one (1) original and four (4) printed copies, and one (1) electronic copy saved on a jump drive. The Proposal and copies must be delivered under sealed cover prior to 2:00 PM (EST) June 1, 2022, to the attention of the Procurement Facilitator and sent to the address below:

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

Proposals must be enclosed in sealed envelope(s) and must clearly show the closing date and time specified, the Solicitation number, and the name and address of the Respondent on the face of the envelope(s). Please indicate which envelope contains the original Proposal. Please note, proposals received after the closing date and time will not be considered. For more information refer to "ITN Information and Instructions" below.

Late or incomplete responses will not be accepted.

Respondents are fully responsible for obtaining the complete ITN, Addenda (if applicable), and information concerning the ITN tabulations by visiting our web site: <https://floridapoly.edu/procurement/solicitations.php> After the posting of award, Respondents may view the ITN files by contacting the Procurement Facilitator.

Proposals are public records.

The name of the Respondent may be disclosed at a public proposal meeting. Respondents should be aware that their proposal (including any final contracts) are considered public records under Florida law.

ANDREA CASHELL
DIRECTOR OF PROCUREMENT
Phone: 863.874.8583
e-mail: bids@FLORIDAPOLY.EDU



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DEFINITIONS

Addenda/Addendum – Written or graphic instruments issued prior to the date for opening of proposals, which modify or interpret the proposal documents by additions, deletions, corrections or clarifications.

And/Or – The word “and” shall also mean “or,” and the word “or” shall also mean “and” whenever the contents or purpose so require.

Authorized University Representative- means the University Procurement Department representative, or his/her designee, assigned to handle all Respondent/Vendor communications related to this competitive solicitation (See Section 3.1).

BAFO- Best and Final Offer.

Best Value- The highest overall value to the University based on factors that include, but are not limited to, price, quality, design, and workmanship.

Contract/Agreement – The formal bilateral agreement signed by a representative of the University and the Respondent which incorporates the requirements and conditions listed in this ITN and the Respondent’s final offer.

Facility- means the on-campus state-of-the-art research facility which will support the mission of the University.

Invitation to Negotiate – A written solicitation for goods or services where factors other than price are to be considered in the award determination. These factors may include such items as Respondent experience, project plan, design features of the product(s) offered, etc. An ITN is used when the specifications cannot be identified; the end result is explained, but we want qualified companies to offer their solutions for consideration.

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

Minor Irregularities – irregularities that have no adverse effect on Florida Polytechnic University’s interest, will not affect the amount of the solicitation and will not give a Respondent an advantage or benefit not enjoyed by another Respondent.

Must, Shall, Will – The words “shall,” “must,” or “will” are equivalent and indicate mandatory requirements or conditions. Florida Polytechnic University will not waive Responder’s material deviation from any of the mandatory requirements.



Respondent/Proposer/Vendor/Supplier/Contractor/Private Entity – Anyone who submits a timely offer in response to this ITN or their duly authorized representative. These may be used interchangeably within the ITN.

Response or Proposal - An executed offer submitted by a Respondent in response to an ITN and intended to be used as a basis for negotiations for a contract.

Solicitation – This Invitation to Negotiate and all documents officially associated with it.
Successful Respondent - The firms or individual who is the recommended recipient of the award of a contract under this solicitation.

Team Member - means any agent, contractor, partner, or affiliate of a private party with responsibilities for performance under this ITN.

University – Florida Polytechnic University, Florida Polytechnic University Board of Trustees is a public body corporate of the State of Florida.



1.0 Overview

1.1 Statement of Objective

The Florida Polytechnic University Board of Trustees (the "University") is requesting proposals from qualified firms and/or individuals to conduct a parking and transportation feasibility study ("Feasibility Study"). This study must include, but not limited to, the following five requirements ("Requirements"):

1. estimate current parking requirements based on existing conditions
2. estimate future parking requirements based on current/proposed and desired capital improvement and development projects
3. develop/recommend strategies for implementation by the university to meet any anticipated parking shortfalls
4. evaluate potential sites for construction of additional parking solutions
5. determine the financial feasibility of construction of additional parking solutions

Seasonal variations should be taken into account and all assumptions provided.

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

It is anticipated that the Awarded Respondent will:

- a. **Program Plan – Services Defined** - Prior to initiating its work, submit a work plan and schedule ("Work Plan") to the designated University official for University review and approval. The purpose of the Work Plan is to ensure the University understands the Successful Respondents work process, including the approach to meeting each of the Requirements, and appropriate dates and milestones. The Work Plan should provide for substantial interaction between the Successful Respondent and University and allow the University regular opportunities for review of the Successful Respondent's work to ensure that the work related to the Feasibility Study is meeting the objectives of the University.
- b. **Data Collection and Research** - Utilize a combination of techniques to collect the data necessary to meet all Requirements of the Feasibility Study, including but not limited to a review of previous studies/reports/documents related to parking and development; interviews with University personnel, students, and others identified by the University; and other methods necessary to obtain the data needed to comprehensively address all Requirements of the Feasibility Study.



- c. **Communication** - Keep designated University official up to date on progress of all aspects of the Successful Respondent's work.
- d. **Final Report** - Issue a Final Report to the University containing the findings of the Feasibility Study that specifically addresses each of the Requirements. The Final Report must identify the data, documentation, or reference that each of the Successful Respondent's findings are based. Additionally, the Final Report must contain appropriate text, tabulations, and illustrations to convey a clearly defined understanding of the Successful Respondent's findings and recommendations.

Oral Presentation - Make an Oral Presentation of the findings recommendations of the Feasibility Study to University Officials and Stakeholders that specifically addresses each of the Requirements. The Final Report and Oral Presentation (including any appendices, or other parts of such documents) must be provided both in hard copy and digital formats to the University. The study must specifically delineate the scenario, recommendations, justification, and analysis on the parking & transportation requirements specific to the University.

1.2 University Environment

Florida Polytechnic University is located in a some-what rural area with limited public transportation in Lakeland, Florida off I-4. Florida Poly is a public research institution with a mission to educate students emphasizing science, technology, engineering, and math (STEM) in an innovative, technology- rich, and interdisciplinary learning environment. The University collaborates with industry partners to offer students real-world problem-solving, work experience, applied research, and business leadership opportunities. Florida Poly is institutionally accredited, with several Accreditation Board for Engineering and Technology, Inc. (ABET)-accredited programs, and is ranked by U.S. News & World Report as the #1 public college in the south and the #26 engineering college (without a Ph.D.) in the nation. The University is 100% STEM. Its current undergraduate degree offerings include Bachelor of Science programs in:

- Applied Mathematics
- Business Analytics
- Computer Engineering
- Computer Science
- Cybersecurity Engineering
- Data Science
- Electrical Engineering
- Engineering Physics
- Environmental Engineering, and
- Mechanical Engineering

The University currently has Master of Science programs in computer science (Computer Science and Data Science) and in engineering (Computer Engineering, Electrical Engineering, Mechanical Engineering, and Robotics). The University anticipates adding additional programs, including doctoral programs during the life of the Facility.



The University’s website, <http://www.floridapoly.edu> provides additional information, which may be useful to the Respondent.

1.3 ITN Schedule

The anticipated dates and times by which stated actions will be taken or completed are listed below. If the University determines, in its sole discretion, that it is necessary to change any of these dates and times, an Addendum to this ITN may be issued and posted on the website (as later referenced). All times listed are Eastern Time (ET).

Table 1.3: ITN Schedule Matrix

Date/Time	Action
04/22/2022	Competitive solicitation advertised and released
05/06/2022; 9:00 AM (ET)	Non-Mandatory On-Site Meeting and Site Tour – IST BUILDING – AULA MAGNA ROOM
05/13/2022: 4:00 PM (ET)	Deadline for Written Questions regarding the ITN
06/01/2022; 2:00 PM (ET)	ITN Proposals Due Date
TBD	If applicable, Shortlisted Respondents (as later defined) will be contacted by Authorized University Representative and posted to website
TBD	Campus Interviews and Presentations (at the University’s Discretion)
TBD	Anticipated completion of contract negotiations

The University Procurement Department may post notice of changes to any of the above dates and will provide advance notice of any pre-proposal meetings by posting the information on the University Procurement Department’s website.

[Current Competitive Solicitations \(floridapoly.edu\)](http://www.floridapoly.edu)

Respondent is solely responsible for checking the website periodically in order to verify whether any changes have been made to the calendar or whether any meetings for



informational purposes only are scheduled to take place. University reserves the sole discretion over the conduct of any meetings and the extent, if any, that those attending may participate in such meetings.



2.0 Solicitation Response

2.1 Solicitation Overview

Each response/proposal will be reviewed by the Office of Procurement to determine whether it is responsive to the submission requirements outlined in the ITN. A responsive proposal is one that:

- a. Followed the requirements of the ITN,
- b. Includes all documentation (including, but not limited to, the signed Affidavit Form, Attachment A),
- c. Was submitted in the format outlined in the ITN,
- d. Was submitted prior to the due date and time, and
- e. Has the appropriate signatures as required on each document.

Failure to comply with these requirements may put Respondent's proposal at risk of being rejected as "non-responsive".

Proposals fulfilling the basic requirements will be referred to an Evaluation Committee for review and further consideration. The responses to this ITN will be independently evaluated by an Evaluation Committee on the basis of the written submittals, presentations, and additional written information as requested. If determined to be necessary, the Evaluation Committee will conduct additional oral interviews.

2.2 Solicitation Information

1. Proposals must be made in the official name of the firm or individual under which business is conducted and must be signed by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
2. Respondents will be of known reputation and will have sufficient experience and qualified personnel to adequately perform the prescribed services.
3. All provisions of this Invitation to Negotiate and the Successful Respondent's response or Best and Final Offer (whichever is later) being referred to as "Final Proposal"), as mutually agreed upon by subsequent negotiation, provide the specifications for, and obligations of both parties to be executed by any duly authorized representative(s). The following constitute the Contract:
 - a. The University ITN document,
 - b. All addenda issued pursuant thereto,
 - c. The Respondent's Final Proposal, and



- d. Terms in the University contract to include all clarifications and negotiated modifications to the ITN, addenda, and Respondent's proposal.
4. Each Respondent will organize its solicitation response in accordance with the following Submittal Instructions and Submittal Tab Content sections in the order stated below to assist University in the selection process.
5. By submitting a proposal, the Respondent agrees to be governed by the terms and conditions as set forth in this document, to include all attachments. Any proposal containing variations from terms and conditions set forth herein may, at the sole discretion of the University, render such proposal as nonresponsive.

2.3 Submittal Instructions

Respondents will format their responses utilizing the following Tabs, Topics, Lettering, and Numbering system with requested information contained in each. Failure to comply may result in a negative review of the response and may place the response in jeopardy.

Submit:

1. The original and the hard copies are to be submitted with the appropriate tab identification, with the package labeled and delivered as provided in this section (2.3) and #3 below.
 - a. One (1) original clearly marked as original and will contain the original manual signature of the authorized person signing the proposal.
 - b. Four (4) hard copies; and
 - c. One (1) electronic copy of proposal (preferably a jump drive) NOT in email
2. Respondent's signature must contain Respondent's authorized representative's signature and title, in permanent ink, in the space provided or by digital signature.

Failure to include the original and all hard copies shall be grounds for rejection of your response without further evaluation.

3. Original Response, hard copies, and electronic copy saved on a jump drive must be delivered under sealed cover prior to 2:00 PM (ET), Wednesday June 1, 2022. The original and hard copies of the Response must be submitted to the below address in a sealed container/envelope and must include on the outer label the ITN number, ITN name, name of Procurement Official and due date.

Deliver to:

**FLORIDA POLYTECHNIC UNIVERSITY
Procurement Department
c/o Wellness Center Mail Room
4700 Research Way
Lakeland, Florida 33805-8531**

Outer label MUST also include:

**ITN 22-006 Parking and Transportation Study
ATTN: Andrea Cashell, Procurement
06/01/2022**

4. Proposed Deviations from the ITN - The stated requirements appearing elsewhere in this ITN, and all associated addenda, become a part of the terms and conditions of any resulting contract. All requested deviations must be specifically defined in accordance with the Transmittal Letter, Section 2.4, Tab A, 2. If accepted by the University in writing, deviations become part of the contract, but such deviations must not conflict with the basic nature of this ITN.
5. Response will include the information and required submittals described in the Submission Tab Content section, tabbed, and numbered with all information appearing in the Tab in which it was requested.
6. Any information or required submittals which, due to size or binding cannot be incorporated following the proper tab, may be submitted separately. The location of the information should be provided following the numbered tab.
7. The University will accept solicitation responses up to, and no solicitation responses may be withdrawn after the Response Due Date and time indicated under Section 1.3.
8. The executed ITN Certification Affidavit Form, **Attachment A**, must be signed and submitted as part of your response. Failure to do so may disqualify your response.
9. All addenda must be signed and submitted with response.



2.4 Submission Tab Contents

Tab A: Essential Documents

1. ITN Certification Form (Affidavit), **Attachment A**, signed by authorized individual.
2. Transmittal Letter- The Transmittal Letter accompanying the ITN must be in the form of a standard business letter and be signed by an individual authorized to legally bind the Respondent. The transmittal letter must include:
 - a. A statement referencing all Addenda to this ITN issued by the University and received by the Respondent. If no Addenda have been received, a statement to that effect should be included.
 - b. A statement that the Respondent's Proposal shall remain valid six (6) months after the due date.
 - c. A statement that the Respondent will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.
 - d. A statement that summarizes any requested deviations or exceptions to the ITN requirements, including a detailed justification for the deviation(s) or exception(s).
 - e. A statement that discloses whether or not Respondent and/or any Team members have declared bankruptcy (see Tab B, 3 below).
3. Contact information including name, title, email address, mailing address, and phone number for the individual responsible for Respondent's proposal and negotiation during this process.

Tab B: Executive Overview of Respondent and Team Members

1. Provide an overview and history of your company and an overview and history of each proposed Team Member's company (e.g., proposed general contractor, management company, etc.), including, but not limited to, the following:
 - a. Name and address of the Respondent and each proposed Team Member, and corporate structure.
 - b. Primary location of the Respondent's office which will have direct responsibility for this project and that of any Team Member.



- c. Provide a description of the standard services offered or activities performed by the Respondent and each proposed Team Member.
 - d. Provide a listing of professional organizations of which the Respondent and each proposed Team Member is a member.
2. Include copies of the two most recent financial and annual reports for Respondent and for each Team Member or provide a URL for publicly available information.
3. Disclose whether or not the Respondent or any Team Member has ever declared bankruptcy, otherwise been declared insolvent, has had a delinquency judgement issued against it in any court of competent jurisdiction, been placed in receivership, or any litigation that could significantly impact your financial operating results or financial position. If yes, attach a statement indicating the date, court jurisdiction, trustee or receiver's name, telephone number, amount of liabilities, amount of assets, and current status of the bankruptcy, insolvency, delinquency, or receivership. If no, please include that information in the Transmittal Letter.
4. Describe in detail any projects within the last three years where liquidated damages, penalties, liens, judgments, defaults, cancellations of contract or termination of contract were imposed, sought to be imposed, threatened, or filed against the Respondent or any Team Member.
5. Provide descriptions of the three (3) prior projects accomplished by the Respondent and any Team Member which most closely document the Respondent's and Team's capability to satisfy the University's requirements as stated in the ITN. Include overall project information. If any such projects involve a public/private partnership, please identify the public entities and the name, address, telephone, and email of each such project's contract administrator.

Tab C: Service Description and Program Plan

1. Provide a thorough description of the approach Respondent will take in providing parking and transportation study services.
2. Provide a list of deliverables to accomplish proposed study.
3. Provide project timeline and milestones to coincide with each deliverable, above.



Tab D: Financial Proposal

1. Proposal must display the proposed total not to exceed cost of work.
2. Fee must include all projected work including meetings, presentations, analysis, consultants, printing, travel and other assumed reimbursable expenses.
3. Proposal must provide team member hourly rates for additional as needed work.

Tab E: References

At a minimum, please provide the following:

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



3.0 PROCESS

3.1 Authorized University Representative

The Authorized University Representative for this competitive solicitation is:

Andrea Cashell – Director of Procurement

Email: bids@floridapoly.edu

Phone: 863-874-8428

Web address: <https://www.floridapoly.edu/procurement/index.php>

3.2 Respondent Communications and/or Inquiries

Questions regarding this ITN must be submitted via email only to the Authorized University Representative. Questions should identify the relevant Section(s), Subsection(s), Paragraph(s) and page number(s) of the ITN.

The University will consider only those communications and/or inquiries submitted via email and received by the Authorized University Representative on or before the Deadline for Written Questions regarding the ITN specified in **Section 1.3, "ITN Schedule."** Unless the Authorized University Representative specifically requests Respondent to provide additional communications, University will not accept or consider any of Respondent's written or other communications and/or inquiries (except solicitation responses) received between the Deadline for Written Questions regarding the ITN and the posting of an award, if any, under this competitive solicitation.

To the extent University determines, in its sole discretion, to respond to any communications, inquiries, or requests for clarification, University's response (as applicable) will be made in an addendum to this competitive solicitation and posted on the Website.

Only those communications that are in writing from the Authorized University Representative will be considered as duly authorized expressions on behalf of the University.

3.3 Restricted Respondent Communications

From the date of issuance of this competitive solicitation until the University takes final action on this competitive solicitation, the Respondent must not communicate with any University employees or Evaluation/Negotiation Committee members regarding this competitive solicitation or Respondent's solicitation response except as provided herein or as expressly requested by the Authorized University Representative. Violation of this restriction may result in rejection of the Respondent's solicitation response.



3.4 Addenda

The University Procurement Department will post any Addenda to this competitive solicitation on the website. The Respondent's authorized representative must sign and date the Addenda Acknowledgment Form(s), if any, and include the form(s) in the Respondent's solicitation response. All Respondents, including known interested private parties, are solely responsible for checking the website periodically to verify whether any such Addenda and forms were issued.

3.5 Protests – Intent to Award

Any Respondent/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 will file a protest in compliance with the Florida Board of Governors' regulations. Failure to file a protest in accordance with Florida Board of Governors' regulation 18.002, or failure to post the bond or other security as required in BOG regulations 18.002 and 18.003 will constitute a waiver of protest proceedings.

The intent to award to a Respondent, if any, will be posted on the website for review by interested parties, and will remain posted for a period of at least seventy-two (72) hours; excluding weekends, federal holidays, and University holidays. Failure to file a protest in accordance with the above stated regulations will constitute a waiver of protest proceedings.

3.6 Withdrawal of Solicitations and Cancellation of Awards

A Respondent wishing to cancel their response to this ITN prior to the submittal date (i.e., Respondent has submitted a response to the ITN, and proposal received in response to the ITN has not yet been reviewed, the Respondent no longer wants to participate in the ITN and would like their response cancelled), may do so by submitting a written request to the Procurement Officer. The written request must contain: the name of the Respondent; the name, title and contact information of the person making the request; the ITN name and number; the date of the request; and a statement that the person making the request is authorized by the Respondent to cancel the response. In accordance with Florida law, the submitted proposal will not be returned to the Respondent.

3.7 Solicitation Response

At 2:00 p.m. on the ITN Proposals Due Date, the University will open and review all timely submitted solicitation responses for the sole purpose of recording the names of the Respondents submitting solicitation responses.



4.0 SELECTION PROCESS

4.1 Evaluation Process

1. Each response will be reviewed by the Procurement Department to determine whether it is responsive to the submission requirements outlined in the ITN. A responsive submittal is one which has followed the requirements of the ITN, includes all documentation (including, but not limited to, the signed Affidavit Form, **Attachment A**), is submitted in the format outlined in the ITN, was submitted prior to the due date and time and has the appropriate signatures as required on each document. Failure to comply with the requirements may put Respondent's response at risk of being rejected as "non-responsive".
2. Responses found to be responsive will be referred to an Evaluation Committee for review and further consideration. The responses to this ITN will be independently evaluated by an Evaluation Committee based on the written submittals.
3. All Respondents are hereby advised that the University may determine that oral interviews, additional written information, and/or any other information may be requested at any time during the evaluation process. Internal staff analysis and presentations, outside consultants, and any other resources may be utilized to assist in the selection of the Best Value Respondent(s).

4.2 Evaluation Criteria and Committee

1. The University's evaluation of each proposal will be based upon the information provided in the Proposal, additional information requested by the University, information obtained from references and independent sources, and formal presentations, if requested. The University Evaluation Committee will evaluate proposals in accord with the requirements and criteria set forth in this Solicitation, including any Addenda issued. The evaluation criteria include:
 - Program Plan – Services Defined
 - Respondent Qualifications References and Experience Overview
 - Exceptions to Contract language
 - Financial Proposal
 - Respondents' Presentations and/or interviews
2. The Evaluation Committee will carefully review and evaluate the solicitation responses. Each member will independently review all responses and Respondent presentations (if requested by Evaluation Committee). The Committee will meet to collectively discuss their analyses of the responses in order to formulate a recommendation. The University may award the Contract to the Successful



- Respondent submitting the Proposal determined to be the most advantageous to the University.
3. Using the process above, the Evaluation Committee may recommend that one or more Respondents be invited to participate in negotiations. The Respondents invited to participate in negotiations will be notified via an Intent to Award letter. The University reserves the right to negotiate concurrently or separately with competing Respondents. The University reserves the right to reject any and all proposals or portions thereof. All awards will be contingent upon successful negotiations.
 4. Negotiations offer an opportunity for the selected Respondents to discuss their responses with the University negotiators and if in the best interest of the University, the University will request a BAFO and details that support their proposal and business model. The objectives of this negotiation process are to identify the optimal outcome or the solution that best meets the needs of the University. After negotiations have been completed to the satisfaction of the Negotiation Committee, selected Respondents may be given the opportunity to submit a BAFO.
 5. Time is of the essence and therefore the University retains the right to cease negotiations with any/all firms that do not respond to negotiation issues on a timely basis. The University may reject offers that are determined to not be reasonably supportable. The University reserves the right to select, and subsequently recommend for award, the final proposal(s) which best meet the University's required needs, quality levels, and budget constraints.

4.3 Contract Award

1. University may reject all solicitation responses if such action is in the University's best interest. University is not obligated to make an award under or as a result of this ITN and may make multiple awards if it, in its sole discretion, deems it is in the University's best interest to do so.
2. University reserves the right and sole discretion to reject any Response at any time on grounds that include, but are not limited to:
 - a. Response is found to be nonresponsive, incomplete, or irregular in any way; or
 - b. Response is not in University's best interest.
3. The University may waive informalities and minor irregularities in Responses.
4. If the University determines that a firm awarded a contract based on this ITN does not honor all agreements reached during the negotiations, and as contained



in the subsequent "Best and Final Offer", the University may immediately cancel the award, and place the firm on the University's suspended Vendor list.



5.0 Special Terms & Conditions

5.1 Terms Pertaining to ALL Respondents

1. Actions of Respondent.

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

2. Collusion Prohibited.

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

3. Conflict of Interest.

The award of this competitive solicitation is subject to the provisions of Florida Statutes, Chapter 112, and any other laws, regulations and/or policies concerning conflicts of interest in dealing with entities of the State of Florida (collectively, "Conflicts of Interest Rules"). Submission of a solicitation response, and acceptance of a Contract/lease resulting from this ITN, will require certification that Respondent is aware of and has complied with the requirements of the Conflicts of Interests Rules, including any requirement to file appropriate disclosures with the State of Florida Commission of Ethics prior to submission of a solicitation response.

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

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

Failure to disclose the required information or violation of the Conflicts of



Interest Rules will be grounds for rejection of Respondent's solicitation response, cancellation of an intent to award, and/or cancellation of any Contract/Lease with the Respondent.

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

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

5. Disposition of Responses.

All responses become the property of the University, and the University has the right to use all ideas, and/or adaptations of those ideas, contained in any response received in response to this solicitation. Any parts of a response, and any other material(s) submitted to the University with the response that are copyrighted or expressly marked as "confidential," "proprietary," "trade secret," or similar marking, (proprietary designation) will be exempt from the public records disclosure requirements of chapter 119, Florida Statutes, only to the extent expressly authorized by Florida law. The mere use of a propriety designation, while necessary, by a Respondent does not itself ensure that such materials will be exempt from disclosure. In the absence of a specific Florida statute exempting material from the public records law, the University is legally obligated to produce all public records produced or received in the course of conducting university business, irrespective of any proprietary designation by the Respondent. The University, or potentially a court, will make the ultimate determination of whether a Respondent's claim of a proprietary designation will support an exemption from disclosure. The University's selection or rejection of an offer will not affect this provision.

6. Public Records Laws; Trade Secret Certification.

As a public body corporate of the State of the Florida, Florida Poly is subject



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

Should Respondents seek to assert trade secret protection for any document the Respondent submits in response to this competitive solicitation under sections 119.0715, 688.002(4), 812.081(1)(c), 815.04(3), and/or 815.045, Florida Statutes for each document that trade secret protection is claimed, Respondent must comply with both of the following:

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



trade secrets.

- d. If a Respondent properly complies and submits a sworn affidavit with its Solicitation Response and Florida Poly later receives a public records request for a document or information that is marked and certified with an affidavit to be a trade secret, we will provide the requestor a copy of the Respondent's sworn affidavit. Any challenge to the affidavit and the application of the trade secret exemption will be rebutted, if at all, only by the Respondent; Florida Poly's only obligation will be to provide Respondent notice that such a challenge has been received. The notice will serve as formal notice to the Respondent that such Respondent has thirty (30) calendar days following receipt of such notice from Florida Poly to file an action with a court of competent jurisdiction seeking an order barring public disclosure of the document(s). If Respondent files an action within thirty (30) calendar days after receipt of notice of a challenge to its trade secret certification, Florida Poly will not release the documents at issue pending the outcome of the legal action. The failure to file an action within thirty (30) calendar days constitutes a waiver of any claim of confidentiality, and Florida Poly will release the document as requested.
- e. If the instructions listed above conflict with Florida law, Florida law controls.

7. Public Entity Crimes.

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

8. Subcontractors.

If Respondent anticipates using subcontractors, as a further condition of



award of a contract, the Respondent must certify in writing that its subcontractors are appropriately licensed and are registered with the State of Florida in accordance with Florida Statutes Chapters 607 or 620, and such statement will include any subcontractors' corporate charter numbers.

The subcontractors and the amount of the subcontracts will be identified in the Respondent's solicitation response.

6.0 LIST OF ATTACHMENTS, APPENDICES, AND EXHIBITS

Attachment A - ITN Certification Form (Affidavit)

Attachment B – General Terms and Conditions



SUPPLEMENTAL

ATTACHMENTS, APPENDICES, AND EXHIBITS



Attachment A ITN Certification Form (Affidavit)

ITN 22-006 Public-Private Partnership (P3) Research Facility SUBMITTAL DEADLINE: June 1, 2022; 2:00p.m. ET

I understand that the Invitation to Negotiate (ITN) 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 Florida Polytechnic University (Florida Poly) Procurement Department 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 materials, supplies or equipment 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 ITN, including but not limited to certification requirements. Furthermore, by responding to this solicitation, respondent agrees that the specifications, qualifications, evaluation criteria, terms and conditions are not restrictive.

Manual Authorized Signature: _____

Printed Authorized Name: _____

Company Name: _____

Federal Employer ID #: (9 digits) _____

Address: _____

City, State, Zip: _____

Phone: _____ Alt Phone: _____

Email Address: _____

Is your firm a Florida Certified Minority Business? YES____ NO____

NO RESPONSE – If not responding to this solicitation, please advise reason and return via email to bids@floridapoly.edu with reason for NO RESPONSE



Attachment B General Terms and Conditions

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AB.1. GENERAL TERMS

The following are the terms and conditions that will become part of any agreement consummated between the University and the awarded Respondent. In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following will be the order of precedence: the Agreement; the Solicitation; the final response.

AB 1.1. Actions of Awarded Respondent.

The University is under no obligation whatsoever to be bound by the actions of the awarded Respondent with respect to third parties. The awarded Respondent is not an agent of the University.

AB 1.2. Americans with Disabilities Act.

The awarded Respondent must comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the Act.

AB 1.3. Annual Appropriations.

The University's performance and obligations under the agreement are subject to and contingent upon annual appropriations by the Florida Legislature and other funding sources.

AB 1.4. Assignment.

The awarded Respondent may not assign any obligations or rights under the agreement without express written permission from the University and any attempted assignment is void.

AB 1.5. Background Check.

All of Respondent's employees who enter the University campus or premises must have passed an employer background check and must not be listed on the Florida or National Sex Offenders Registry.

AB 1.6. Default.

The University reserves the right to terminate the agreement in whole or in part due to the failure of the awarded Respondent 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 awarded Respondent.

AB 1.7. Equal Opportunity Statement.

The awarded Respondent and any subcontractors must abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against



qualified individuals based on their status as qualified protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

AB 1.8. E-Verify.

All terms defined in section 448.095, Florida Statutes are adopted and incorporated into this provision. Pursuant to section 448.095, Florida Statutes, Contractor certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this agreement. If Contractor enters into a contract with a subcontractor to perform work or provide services pursuant to this agreement, Contractor must also require the subcontractor to comply with the requirements of section 448.095, Florida Statutes. The subcontractor must provide to Contractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with or to any unauthorized alien. Contractor must maintain a copy of such affidavit for the duration of the contract. University may terminate this agreement immediately upon notice to Contractor for any violation of this provision.

AB 1.9. Federal, State, Local Laws, and Regulation.

The awarded Respondent and any subcontractors must comply with all laws, ordinances, and regulations that apply to the University, and any policies regarding sexual harassment, infectious disease transmission and protocols and smoking on campus. The awarded Respondent is solely responsible for keeping itself 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.

AB 1.10. Force Majeure.

In the event compliance with any obligation under the 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.



AB 1.11. Indemnification/Hold Harmless.

The awarded Respondent shall indemnify, defend, and hold harmless the Board of Trustees, Florida Polytechnic University, the State of Florida and the Florida Board of Governors, and their 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 awarded Respondent, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement. The awarded Respondent's obligation under this provision shall not extend to any liability caused by the sole negligence of the Florida Polytechnic University, or its officers, agents, and employees.

AB 1.12. Licensing Requirements.

To the extent applicable, awarded Respondent will have all appropriate licenses to conduct business in the State of Florida and Polk County at or prior to award of a Contract/Lease and maintain such licenses for so long as necessary or required. Respondent must provide proof of such to the University as a condition of award of a Contract/Lease Agreement and provide proof of such license to the University upon request thereafter.

AB 1.13. Parking.

The awarded Respondent will ensure that all of the Respondent's and Respondent's employees', agents', and subcontractors' vehicles parked on the University premises have proper parking permits. All such vehicles must be registered with and have parking permits purchased from the University's Parking and Transportation Services. Respondent and Respondent's employees, agents and subcontractors will observe all parking regulations. The failure to comply with the University's parking regulations could result in the ticketing and/or the towing of the vehicles.

AB 1.14 Public Records Contract for Services: Compliance with section 119.0701, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION 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:



Florida Polytechnic University
Attention: General Counsel
4700 Research Way
Lakeland, FL 33805
ogc@floridapoly.edu (863) 874-8412

To the extent that Respondent meets the definition of “contractor” under section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Respondent must comply with public records laws, including the following provisions of section 119.0701, requiring Respondent to:

- A. Keep and maintain public records required by University to perform the service.
- B. Upon request from the University’s custodian of public records, provide the University 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 chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that confidential information or records that are exempt from public records disclosure are not disclosed except as authorized by law for the duration of this agreement, renewals, and following completion of the contract if Respondent does not transfer the records to University.
- D. Upon completion of this Agreement, transfer, at no cost, to University all public records in possession of Respondent or keep and maintain public records required by University to perform the service.
 - 1) If Respondent transfers all public records to University upon completion of the contract, Respondent must destroy any duplicate confidential information or records that are exempt from public records disclosure.
 - 2) If Respondent keeps and maintains public records upon completion of this Agreement, Respondent must meet all applicable requirements for retaining public records.
 - 3) All records stored electronically must be provided to University, upon request from the University’s custodian of public records, in a format that is compatible with the information technology systems of the University.



- E. Third parties requesting to inspect or copy public records relating to this agreement must be made directly to University. If University does not possess the requested records, University will notify Respondent of the request, and Respondent must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- F. The University may inspect the:
 - 1) Financial records, papers, and documents of the Respondent that are directly related to the performance of the contract or the expenditure of state funds.
 - 2) Respondent's programmatic records, papers, and documents which the University determines are necessary to monitor the performance of this agreement or to ensure that the terms of this agreement are being met.
 - 3) The Respondent must provide such records, papers, and documents requested by the University within 10 business days after the request is made.
 - 4) The right of access in this provision is not limited to the required retention period but lasts as long as the records are retained.
- G. The terms of section 6 are material terms of this agreement, and failure to comply may result in termination and/or civil penalties.

AB 1.14. Remedies and Applicable Law.

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

AB 1.15. Safety.

The University seeks to furnish its students and employees with a place of work and study that is free from recognized hazards that are causing or are likely to cause death or serious physical harm, and one that complies with occupational health and safety standards promulgated under Occupational Safety and Health Act of 1970 (OSH ACT). Therefore, the awarded Respondent is required to comply with the occupational safety and health standards and all rules, regulations and orders issued pursuant to the OSH ACT while on the University's premises. The University has not found and is not aware of any hazardous materials on the site; however, The University recommends awarded Respondent perform an environmental assessment prior to the pre-development phase of the project to investigate subsurface soil conditions in order to ascertain if any hazardous materials may



exist. The University will make available any of its geotechnical engineering reports upon request. The University accepts no liability for any hazards on the land; awarded Respondent accepts all risks.

AB 1.16. Sales and Use Tax.

The State of Florida and its agencies (including the University) are tax-immune and exempt from the payment of taxes. The awarded Respondent will be responsible to pay any such taxes imposed on taxable activities/services under the agreement.

AB 1.17. Subcontractors.

The awarded Respondent is fully responsible for all work performed under the related to the agreement. The awarded Respondent may enter into written subcontract(s) for performance of certain of its functions under the agreement, subject to the terms and provisions of the agreement. Respondent's subcontracts will not be implemented or effective until and unless approved in writing by the University, as applicable. No subcontract which the Respondent enters into related to the agreement will in any way relieve the awarded Respondent of any responsibility for performance of its duties under the agreement. Awarded Respondent will fully notify any subcontractors of Respondent's responsibilities pursuant to the agreement in Respondent's subcontract(s) with a subcontractor(s) for work related to the agreement. Respondent is solely responsible for all payments to its subcontractors. Awarded Respondent will require all of its subcontractors to provide the required insurance coverage as well as any other coverage that the awarded Respondent may consider necessary, and any deficiency in coverage or policy limits of said subcontractor will be the sole responsibility of the awarded Respondent.

AB 1.18. Suspension or Debarment.

The University may by written notice to the awarded Respondent immediately terminate the agreement if the University determines that the awarded Respondent has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor respondent of any public procurement unit or other governmental body.

AB 1.19. Waiver of Rights and Breaches.

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