

**SUBMIT OFFER TO:
FLORIDA POLYTECHNIC UNIVERSITY**

Digital: bids@floridapoly.edu
 Hardcopy: 4700 Research Way
 Lakeland, FL 33805

Phone: 863-874-8428
 Website: [Procurement Department](#)

Your submission must be uploaded, submitted, and finalized prior to the closing time on **March 16, 2022 @ 2:00 p.m. EST**. We strongly recommend that you give yourself sufficient time and at least ONE (1) day before the closing time to finalize your submission. See **Section III** for full submittal instructions.

**Florida Polytechnic
University**

INVITATION TO NEGOTIATE

Contractual Services

Acknowledgment Form

Page 1 of 13 Pages		OFFERS WILL BE OPENED March 16, 2022	ITN NO. 22-007
UNIVERSITY PUBLISHING DATE: February 16, 2022		ITN TITLE: Promotional Products	
FEDERAL EMPLOYER IDENTIFICATION NUMBER			
SUPPLIER NAME			
SUPPLIER MAILING ADDRESS			
CITY - STATE - ZIP CODE		POSTING OF PROPOSAL TABULATIONS Response tabulations with intended award(s) will be posted for review by interested parties on the Procurement Department solicitation webpage and will remain posted for a period of 72 hours. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.	
AREA CODE	TELEPHONE NUMBER		
	FAX:		
	EMAIL:		

Government Classifications
Check all that apply

- | | |
|--|---|
| <input type="checkbox"/> African American | <input type="checkbox"/> American Woman |
| <input type="checkbox"/> Asian-Hawaiian | <input type="checkbox"/> Government Agency |
| <input type="checkbox"/> Hispanic | <input type="checkbox"/> MBE Federal |
| <input type="checkbox"/> Native American | <input type="checkbox"/> Non-Minority |
| <input type="checkbox"/> Non-Profit Organization | <input type="checkbox"/> PRIDE |
| <input type="checkbox"/> Small Business Federal | <input type="checkbox"/> Small Business State |

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer 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 offer and certify that I am authorized to sign this offer for the Supplier and that the Supplier is in compliance with all requirements of the Invitation to Negotiate, including but not limited to, certification requirements. In submitting an offer to an agency for the State of Florida, the Supplier offers and agrees that if the offer is accepted, the Supplier will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the state of Florida. At the State's discretion, such assignment will be made and become effective at the time the procurement agency tenders final payment to the Supplier.

**AUTHORIZED SIGNATURE
(MANUAL/DIGITAL)**

 AUTHORIZED SIGNATURE (TYPED), TITLE

GENERAL CONDITIONS

1. **SEALED OFFERS:** All offer sheets and this form must be executed and submitted as specified in Section III. Offer prices not submitted on any attached price sheets when required will be rejected. All offers are subject to the terms and conditions specified herein. Those which do not comply with these terms and conditions are either automatically rejected with respect to non-compliance with non-negotiable terms and conditions or may be rejected, at Florida Poly's sole discretion, with respect to any other terms and conditions.
2. **EXECUTION OF OFFERS:** Offers must contain a manual or digital signature of the representative authorized to legally bind the Respondent to the provisions herein. Offers must be typed. All corrections to prices made by the Respondent are to be initialed.
3. **PRICES, TERMS AND PAYMENT:** Company prices will be negotiated and include all services rendered to the purchaser.
 - a) **Discounts:** Cash discount for prompt payment will not be considered in determining the lowest net cost for offer evaluation purposes.
 - b) **Mistakes:** Proposers are expected to examine the conditions, scope of work, offer prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the Respondent's risk.
 - c) **Invoicing and Payment:** All Suppliers must complete a Supplier Application Form and have on file a properly executed W-9 form with their Federal Employer Identification Number prior to payment processing.
4. **SUPPLIERS:** Suppliers will submit properly certified original invoices to:

Accounts Payable
4700 Research Way
Lakeland, FL 33805
accountspayable@floridapoly.edu

Invoices for payment must be submitted in sufficient detail for a proper pre-audit and post audit. Prices on the invoices will be in accordance with the price stipulated in the contract. Invoices will reference the applicable contract and/or purchase order numbers. Invoices for any travel expenses will be submitted in accordance with the State of Florida travel rates at or below those specified in section 112.061, Florida Statutes, and applicable Florida Poly policies or regulations.

Final payment will not be made until after the contract is complete unless the University has agreed otherwise.

5. **VENDOR OMBUDSMAN:** A vendor ombudsman position has been established within the Florida Poly Division of Finance. It is the duty of this individual to act as an advocate for Suppliers who may be experiencing problems in obtaining timely payments(s) from Florida Polytechnic University. The vendor ombudsman can be contacted at 863-874-8448 or by mail to the:

Department of Finance
4700 Research Way
Lakeland, FL 33805

The ombudsman will review the circumstances surrounding non-payment to determine if an interest payment is due, the amount of the payment; and will ensure timely processing and submission of the payment request in accordance with University policy.

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**FLORIDA POLYTECHNIC UNIVERSITY
BOARD OF TRUSTEES
INVITATION TO NEGOTIATE**

**22-007 ITN
Promotional Products**

DUE DATE: MARCH 16, 2022, at 2:00 p.m. Eastern Time

Section I – Overview

A. General Information and Summary

Florida Polytechnic University is a public research institution with a mission to educate students emphasizing science, technology, engineering, and 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’s website, <http://www.floridapoly.edu> provides additional information, which may be useful to the Respondent.

B. Timetable

The estimated schedule and deadlines for this solicitation and contract award are projected as follows:

<u>Date/Time</u>	<u>Activity</u>
2/16/2022	Solicitation Issued
3/2/2022	Written request for questions due date
3/9/2022	Estimated University response to questions
3/16/2022 @ 2:00 p.m.	Submittal Due Date
TBD	Intent to Award Contract

C. Attachments/Exhibits

The following attachments are hereby incorporated by reference and made part of this ITN:

- Attachment A – Certification Form (Tab A)
- Attachment B – Terms and Conditions
- Attachment C – Sample Agreement (Tab G)
- Attachment D – Minimum Insurance Requirements (Tab A)
- Attachment E – E-Verify Certification (Tab A)

D. Contact Person

The Procurement Department representative and sole point of contact (POC) for this solicitation is:

Laura Marrone
Associate Director of Procurement
Email lmarrone@floridapoly.edu
Phone – 863.874.8591

Respondents are advised that from the date of issuance of this solicitation until award of the contract, **no contact with university personnel related to this solicitation is permitted. All communications are to be directed to the Procurement Department representative listed above. Any unauthorized contact will result in the disqualification of the respondent's submittal.**

Respondents are fully responsible for obtaining the complete solicitation, including all attachments, addenda (if applicable), and other information by visiting the Florida Poly Procurement website: <https://floridapoly.edu/procurement/solicitations.php> It is recommended that you bookmark this web site and visit it frequently as information can change or Addendums are uploaded.

Explanation(s) desired by respondent(s) regarding the meaning or interpretation of this solicitation must be requested from the above-named contact person in writing via email prior to the "Written request for explanation due date" as stated in the above Timetable. The explanation response will be issued in the form of an Addendum and posted to the Florida Polytechnic University Procurement website as identified above. All addenda must be signed and submitted as part of your response. Failure to do so may disqualify your response.

Any changes or clarifications to requirements or written questions will be issued by official addendum. Respondents should not rely on any representations, statements, or explanations other than those made in writing by the Florida Poly sole POC in the official addendum format. Where there appears to be a conflict between the solicitation and any addenda issued, the last addendum issued will prevail.

E. Insurance

Each respondent must include written evidence of insurance coverage in the amounts specified in **Attachment D**, "Minimum Insurance Requirements" with the response. Upon notice of intent to award contract to the successful respondent(s), an original ACORD certificate of insurance must be received by the Florida Polytechnic University Procurement Department, which must be in accordance with **Attachment D**, "Minimum Insurance Requirements". During the term of the contract, the successful respondent(s) must provide, pay for, and maintain such insurance.

F. Public Records

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

1. Keep and maintain public records required by University to perform the service.
2. 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.
3. 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 Contractor does not transfer the records to University.
 - a) Upon completion of this Agreement, transfer, at no cost, to University all public records in possession of Contractor or keep and maintain public records required by University to perform the service.
 - b) If Contractor transfers all public records to University upon completion of the contract, Contractor must destroy any duplicate confidential information or records that are exempt from public records disclosure.
 - c) If Contractor keeps and maintains public records upon completion of this Agreement, Contractor must meet all applicable requirements for retaining public records.
 - d) 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.
4. 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 Contractor of the request, and Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

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

5. The University may inspect the:
 - a) Financial records, papers, and documents of the Contractor that are directly related to the performance of the contract or the expenditure of state funds.
 - b) Contractor'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.
 - c) The Contractor must provide such records, papers, and documents requested by the University within 10 business days after the request is made.
 - 1) The right of access in this provision is not limited to the required retention period but lasts as long as the records are retained.
6. The terms of section 6 are material terms of this agreement, and failure to comply may result in termination and/or civil penalties.

Section II – Scope of Services

Florida Polytechnic University invites qualified suppliers to provide promotional items, promotional printed apparel, and other related items for various departments on campus on an as-needed basis.

It is the University's intent to establish a contract for the purchase of small run, short delivery time, custom graphic promotional items, and for the purchase of large run, longer delivery time, and custom graphic design promotional items. The promotional items will be used University wide by various departments, student groups, and University affiliates for various programs. Orders will be placed with the successful respondent(s) on an as needed basis throughout the year and will be mailed or delivered to the ordering University department or group. Orders may be picked up when produced in a local facility.

The University is interested in a partner who can provide a percentage discount from a manufacturer's list price. The successful respondent(s) should be able to provide volume rebate or commissions offered to the University in the form of a percent based on the total volume spent with the successful offeror(s). Refer to Section III,

Tab C for further details.

The successful respondent(s) should provide details regarding the amounts of discounts on merchandise offered to the university, the amounts of the volume purchase rebate/commission, as well as indicate the frequency of payments for rebates/commissions back to the University.

Color decisions will be made by the individual Department or affiliate at the time the order is placed and must be produced in strict compliance with the Florida Poly Brand Guide as defined by Florida Poly's Department of [University Relations \(floridapoly.edu\)](http://floridapoly.edu). All successful respondents must be compliant with all Florida Polytechnic University's trademarks. It is the responsibility of the successful respondent to follow all brand guidelines and trademark policies and procedures and to secure approval of artwork from University Relations (internal licensing) before any order is printed/manufactured. Florida Polytechnic University does not currently have a Licensing Partner; however, if a Licensing Partner is established, successful respondent(s) will be required to register with Florida Poly's Licensing Partner.

Successful respondent will work with University Relations to set up a storefront to facilitate the ordering of items from various departments across campus – and that the storefront should include a workflow that facilitates the approval processes described above.

Program Plan – Services Defined

Provide a brief narrative of how Respondent proposes to accomplish services described in this ITN. The Proposal shall, at a minimum, meet all mandatory services described in this ITN however, based on your expertise, please include any optional promotional related services that the university could benefit from.

Please provide samples of various in demand promotional items for quality purposes and exhibits of reports that will be made available to the University.

The University reserves the right, at their sole discretion, to award to one or multiple vendors.

Section III – Submittal Information and Instructions

Submittals must be made in the official name of the company or individual under which business is conducted. All documents requiring signature, including the "Certification Form" (see **Attachment A**) and the "Acknowledgment Form" must be signed by a person duly authorized to legally bind the person, partnership, company, or corporation responding to this solicitation.

Submit one (1) original, four (4) hard copies of your response directly to the Florida Polytechnic University Procurement Department at the following address:

Hard copies

Florida Polytechnic University
Procurement Department
ATTN: Laura Marrone
4700 Research Way
Lakeland, FL 33805

Note: If you are planning to hand deliver your response, please take it to our Mail Room located at our Wellness Center at 4550 Polytechnic Circle, Lakeland FL 33805

All required signed and completed copies of the response must be received by the University by the due date and time as stated in the above Timetable. **Late or incomplete submittals will not be accepted.**

CAUTION: The "Certification Form" (see **Attachment A**) and "Acknowledgment Form" must be signed and submitted as part of your response. **Failure to do so will disqualify your response.** Additionally, all addenda (if applicable) must be signed and submitted as part of your response.

The original response is to be submitted with the appropriate tab identification as requested in this solicitation. All copies must be securely bound with appropriate tab identification. The original and all copies must be submitted in a sealed box/envelope. The outer carton of the sealed box/envelope must include the company name and address, solicitation number and name, and due date.

The entire submittal must be limited to forty (40) pages not including title pages consecutively numbered, single-sided 8½ x 11 pages (or twenty (20) pages front and back). Font size must be no less than 10 point. Essential documents (i.e., Tab A), cover sheets, table of contents, divider tabs, and financial reports (if applicable) **will not count** toward total pages, provided no additional information such as proposal language, pictures of past projects, etc. is included in these pages.

Responses must be complete; partial or incomplete responses may not be considered. Responses should be clear, concise, and relevant, and not refer the University to electronic media such as websites. Information submitted that is not requested by the University may be considered supplemental, and not subject to evaluation.

Formatting Instructions

Respondents must format their responses utilizing the following tab system with requested information contained in each. The original and all copies must be submitted with the appropriate tab identification. Failure to comply may result in a negative review of your response and may place your response in jeopardy.

Florida Poly is subject to chapter 119, Florida Statutes, which requires it to provide access to its records, subject to certain limitations. Material submitted in response to this solicitation may become a public document unless a specific exemption to Chapter 119, Florida Statutes exists. Submitted material which is marked as confidential will be treated as confidential by Florida Poly only to the extent it is considered a trade secret as defined under Florida law or it meets other criteria otherwise exempt from Chapter 119, Florida Statutes, or other applicable law.

For the information to be considered covered by trade secret exemption of the Public Records law, you must take measures to assert the exemption by placing the information provided in your response that meets the criteria of a trade secret in Tab H, "Confidential Information".

Tab A: Essential Documents

1. Signed "Certification Form" (see **Attachment A**)
2. Signed "Contractual Services Acknowledgment Form" (page 1 of this ITN document).
3. A copy of the respondent's current Business License/Registration Certificate from the appropriate governing board. The respondent must be properly registered at the time of submittal to practice in the State of Florida.
4. If the respondent is a corporation, limited liability company, or limited partnership, provide a copy of the Florida Department of State Certificate of Status.
5. Proof of ability to provide insurance coverage in the amounts specified in **Attachment D**, "Minimum Insurance Requirements". Such proof may take the form of a draft 'ACORD' certificate or a letter of intent from the respective carrier or agent.

Tab B: Executive Overview

1. Provide basic information including the name of the company; street, mailing and e-mail addresses; telephone and fax numbers; website; and a primary contact relative to this submittal.
2. Provide the number of years the company has been in business, form of ownership, and the state of residency or incorporation. If the company has multiple offices, primarily include information about the office that will provide the services described herein.
3. Disclose if the company has ever declared bankruptcy, declared insolvent, or placed in receivership. If yes, attach a statement indicating the bankruptcy or receivership date, court jurisdiction, trustee's or receiver's name, telephone number, amount of liabilities, amount of assets, and current status of the bankruptcy or receivership.
4. Attach detailed information regarding any litigation or claims of more than \$25,000.
5. Disclose any conflicts of interest or limitations that may exist should the company be selected to provide services to the University. Please also describe the company's approach to handling potential conflicts of interest.

Tab C: Pricing for Services and Scope of Work

Responses should address the following points:

- Provide the percent discount off manufacturer's list price you will offer the university
- Provide the percent annual rebate you will offer the university based upon on fiscal year spend.

- Optional Services: Fully describe and explain any optional services that Respondent will provide that are not part of the mandatory services.
- Provide information on how the respondent will align with the university's needs as described in Section II – Scope of Work.
- Provide an incentive plan for Florida Poly hosted events on campus (i.e. Move-in Day, Student Orientation, Pi Day, Stem Days, PolyCon, etc..)

Tab D: References

Provide at least three references to whom you have provided the same or similar services for within the last 3–5 years. Each reference should include the company name, contact name, current phone number, and e-mail address. DO NOT use FLORIDA POLY Staff or trustee names as references.

Tab E: Addenda

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

Tab F: Contract

1. See **Attachment C**, "Sample Agreement" for the University's standard agreement to be executed with the successful respondent. If applicable, list any objections to specific contract terms and provide suggested replacement language.
2. The University reserves the right to accept or reject any suggested replacement language. Although subject to minor revisions to include all clarifications and negotiated modifications, the successful respondent(s) will be required to execute the University's agreement.
- 3.

Tab G: Confidential Information

Any trade secrets or proprietary information submitted with a proposal for which the company seeks protection from public disclosure must comply with section 688.002(4), Florida Statutes. A second copy of the proposal must be submitted with the trade secret or proprietary information redacted, and the word "Redacted" must be included in the file name.

Tab H: Additional Information and Value Add Information

1. Any information provided in your response that was not directly requested by the University will be considered supplemental and must be placed in Tab H, "Additional Information". Additional Information may not be subject to evaluation by the Evaluation Team.
2. Provide any "value add", special services, rebate for spend, or additional discounts that could be combined in this ITN.

Section IV – Evaluation, Negotiation, and Contract Award

EVALUATION PROCESS AND CRITERIA

The University's evaluation of each proposal will be based upon the information provided in the Proposal, additional information requested by the University, information obtained from references and independent sources, and formal

presentations, if requested.

The University evaluation committee will evaluate proposals in accord with the requirements and criteria set forth in this Solicitation, including any Addenda issued. The University may award the Contract to the Successful Respondent submitting the Proposal determined to be the most advantageous to the University.

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

EVALUATION CRITERIA(s)

Primary Criteria to Include the Following:

1. Program Plan – Services Defined and Merchandise Offered
 - Cost of Product(s) per unit (including shipping)
 - Quality and Safety of product offerings
 - Ordering system and turn-around time on orders placed
2. Offeror Qualifications
3. References and Past Experience
4. Financial Proposal

Secondary Criteria to Include the Following:

1. Optional Services
2. Value Add Options (Tab I)

Note: A Proposal may be rejected if in the sole judgment of the University it is deemed to be conditional or incomplete.

The Evaluation Committee will convene to jointly and openly discuss the strengths and weaknesses of all proposals based on the written responses and additional written information as requested. Each evaluator will then independently evaluate each response and assign a score to each criterion for each respondent.

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

incorporated into the scoring and/or ranking as a revision of the same and at the discretion of the Evaluation Committee.

NEGOTIATIONS AND CONTRACT AWARD

Representatives of the Respondent selected to participate in negotiation will be first **required to submit written authorization from the company CEO, COO, or CFO attesting to the fact that the company's lead negotiator is authorized to bind the company to the terms and conditions agreed to during negotiations.** Such authorization will be requested immediately after the ranking of the respondents, and the provision of such authorization will be a prerequisite to continuation in the negotiation process. Company negotiators must enter the negotiations prepared to speak on behalf of the company. The University reserves the right to immediately terminate negotiations with any company whose representatives are not empowered to, or who will not, make decisions during the negotiation session.

Time is of the essence and, therefore, the University retains the right to cease negotiations with any and all companies that do not respond to negotiation issues on a timely basis. The University may reject offers that are determined not to be reasonably supportable. The University reserves the right to select, and subsequently recommend for award, the company which best meets its required needs, quality levels, and budget constraints.

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

*******END*******