

Invitation to Negotiate
Florida Polytechnic University
Student Information System (SIS) Project
ITN 23-054



Issued: February 8, 2023
Due: March 6, 2023
4700 Research Way
Lakeland, FL 33805

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Appendices in Accompanying Microsoft Excel Workbooks

Appendices are referenced in this document in terms of the workbook number followed by the tab letter. For example, “Appendix 1.A” refers to Workbook 1, Tab A.

Appendix One (1) - Workbook One (1) – Requirements and Specifications

Tab A – List of External Systems

Tab B – List of Custom Solutions

Tab C – List of Integrations

Tab D – Functional Requirements

Tab E – Implementation Requirements

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Tab G - Operational and Support Req

Tab H – List of References

Appendix Two (2)- Workbook Two (2) – Total Costs Proposal

Tab A – Instructions

Tab B – Total Costs for 5-Year Agreement

Tab C – Total Costs for 10-Year Agreement

Tab D – Intentionally Left Blank

Tab E – Implementation Costs

Tab F – Optional Ongoing Costs

Tab G – Florida Poly Staffing Needs

Tab H - Value-Added Services

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.

Contract/Agreement/License – 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.

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 ITB 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.

Renewal - Contracting with the same contractor for an additional period of time after the initial contract term, provided the original terms of the agreement specify an option to renew or the renewal is determined by Florida Polytechnic University General Counsel to be in the best interest of the university.

Response, Offer 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.

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

Responsive Respondent – A Respondent who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

Sole Point of Contact - The Procurement Officer or designee to whom Respondents shall address any questions regarding the solicitation or award process. The sole point of contact shall be the arbitrator of any dispute concerning performance of the Contract.

Solicitation – This Invitation to Negotiate and all documents officially associated with it.

Student Information System /SIS /System /Solution /Platform /Project – The proposed solution for replacement of Florida Poly’s current Thesis CAMS student information system and provision of added functionality and features to meet the University’s business and technological needs.

Successful Respondent - The firms or individual who is the recommended recipient of the award of a contract under this solicitation.

University – Florida Polytechnic University, Florida Polytechnic University Board of Trustees is a public body corporate of the State of Florida. The University is a member of the State University System of Florida which is overseen by the Florida Board of Governors.

INTRODUCTION

Florida Polytechnic University (the “University” or “Florida Poly”) is requesting proposals from qualified Interested Parties (“Respondent” or “Respondents”) to enter into a contractual relationship to provide software and implementation services for a new University-wide student information system (“SIS”). The University seeks a modern cloud solution to address its core student process automation requirements, system and data integration issues, reporting needs, and other value-added features as an alternative to replace the University’s current SIS platform.

This Invitation to Negotiate (the “Invitation to Negotiate” or “ITN”) is intended to gather information from Interested Parties whom the University may choose to invite for further discussions, system presentations, best and final offers, and contract negotiations regarding the SIS replacement solution and associated add-on solutions required to optimize use of the SIS within the University’s current business systems and technology ecosystem. Solutions proposed must comprehensively include the SIS itself; implementation project and services for conversion to the new SIS solution; and ongoing operation and maintenance of the SIS and associated platforms.

This ITN is a formal document designed to satisfy the requirements of the laws and regulations of the University and the State of Florida (the “State”). The University may amend or modify the terms and provisions hereof and may abandon the procurement as it determines to be in the best interest of the University and the State.

Florida Poly has engaged The Tambellini Group (“Tambellini Group” or “Tambellini”) to assist with advising during the solicitation and evaluation process.

INVITATION TO NEGOTIATE

1. OVERVIEW OF OPPORTUNITY

1.1 Project Objectives

Florida Polytechnic University (the “University” or “Florida Poly”) is requesting proposals from qualified Interested Parties (“Respondent” or “Respondents”) to enter into a contractual relationship to provide software and implementation services for a new University-wide student information system (“SIS”) to replace the University’s current SIS platform, which is Thesis CAMS.

The University seeks a modern cloud solution to address its core student process automation requirements, including (but not solely limited to) serving the functional areas of the University Registrar, Admissions, Financial Aid, Student Success, Student Services, Student Business Services, Student Employment, Student Career Services, Student Housing, and Institutional Research. The solution must integrate well with the University’s technology ecosystem and technology strategies; be compatible with a standard data model for higher education institutional data; support an advanced level of automated workflow and machine-intelligent processes in a paperless work environment; and provide a superior user experience for students, faculty, staff, and administrators.

In the new SIS solution, the University seeks a Partner who understands the needs of an institution of the size and nature of Florida Poly. The Partner will offer superior technology and functionality, a simplified support and operating environment, with integrated implementation and conversion services – all from a single-source provider – to deliver an overall cost-effective total solution. The University also desires a Partner who will not just meet the basic operating requirements for the SIS solution but will also offer value-add features and capabilities that can improve other areas of University operations. The proposed solution should provide extreme flexibility for growth in terms of both academic program offerings and the size of the student and faculty bodies. It must also effectively enable the University to meet compliance and reporting requirements with minimal effort and expense.

1.2 University Environment

Florida Polytechnic University (Florida Poly) is a public teaching and research institution with a mission to educate students by emphasizing science, technology, engineering, and math (STEM) in an innovative, technology-rich, and interdisciplinary learning environment. The University is a member of the State University System of Florida and is governed by a local Board of Trustees and the Florida Board of Governors. The University collaborates with industry partners to offer students real-world problem-solving, work experience, applied research, and business leadership opportunities.

The University is institutionally accredited and has several Accreditation Board for Engineering and Technology, Inc. (ABET)-accredited academic programs. Florida Poly is ranked by U.S. News & World Report as the #1 Public College in the Region, the #1 Best College for Veterans in the Region, and the #28 Public Engineering Program (without a Ph.D.) in the nation. (For a full list of the University's prestigious rankings, see FloridaPoly.edu/about/rankings.php.)

The University is 100% STEM. Its current undergraduate degree offerings include Bachelor of Science programs in:

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

The University currently offers Master of Science programs in computer science (Computer Science and Data Science), engineering (Computer Engineering, Electrical Engineering, Mechanical Engineering, and Robotics), and Engineering Management.

The University anticipates adding additional undergraduate and graduate programs, potentially including doctoral programs, in the near future.

Florida Poly currently enrolls approximately 1,500 students each year. There are approximately 225 full-time employees (faculty and staff) and 200 student workers.

1.3 University's Current Technology and Business Systems Environment

The University currently utilizes dozens of automated business systems to manage services and processes. At the heart of this environment are the Enterprise Resource Planning (ERP) platform, the Student Information System (SIS), the customer relations management system for Admissions, the alumni relations and advancement system, and the Learning Management System (LMS):

- For the business ERP system, Florida Poly selected Workday Financial Management, Human Capital Management (HCM), and Payroll in 2015. It has since augmented that suite with Workday Adaptive Planning.
- Florida Poly had, prior to 2015, implemented and is now using Thesis CAMS as its student information system (SIS).
- The current CRM for admissions processing is Salesforce.
- Blackbaud Raisers Edge is the alumni relations and advancement business system.
- Canvas is the University's LMS.
- The University is currently implementing the Stellic system as an advising and student success platform.
- The University is currently implementing StarRez as its student housing management

platform.

Florida Polytechnic University has leveraged external systems or developed custom solutions to provide functionality not natively supported by its current systems. Refer to the following appendices for more details:

Appendix 1.A – List of External Systems

Appendix 1.B – List of Custom Solutions:

Appendix 1.C – List of Integrations

2. INSTRUCTIONS TO RESPONDENTS

2.1 ITN Process Stages

The overall process following the issuance of this ITN through final award(s) consists of 6 major stages:

1. Clarification of the ITN for potential Respondents through written questions and responses.
2. Respondents submit ITN Responses to the University.
3. Responses are received and non-qualified Responses are rejected by the University.
4. A University evaluation committee evaluates responses and selects Respondents to advance to on-campus discussions and system presentations.
5. Following system presentations, the University evaluation committee recommends Respondents to advance to negotiations.
6. At the conclusion of negotiations, the University negotiation team recommends Respondent(s) to receive final award(s).

This process is reflected in the following ITN schedule and deadlines.

2.2 ITN Schedule and Deadlines

Dates are subject to change at the discretion of the University.

In the event of any discrepancies between dates identified elsewhere in this ITN (other than changes issued by a formal notification from the University) and the dates in Table 1 below, the dates in Table 1 shall take precedence.

Table 1 – ITN Schedule

ITN PROJECTED SCHEDULE	DATE
ITN documents issued	February 8, 2023
Deadline for receiving written questions regarding the ITN	February 13, 2023; 4:00 PM (ET)
University answers written questions	February 15, 2023; 4:00 PM (ET)
ITN responses due to the University	March 6, 2023; 4:00 PM (ET)
University selects Respondents to advance to on-campus discussions and presentations	March 24, 2023; 4:00 PM (ET)
University publishes discussion/presentation topics and scripts	March 24, 2023: 4:00 PM (ET)
On-campus discussions and presentations*	Tentatively April 5 – April 14, 2023

ITN PROJECTED SCHEDULE	DATE
Finalists invited for Best-And-Final-Offers and contract negotiations	April 21, 2023; 4:00 pm (ET)
Contract(s) awarded	Tentatively May 1, 2023

***Oral Presentations**

As noted in the timeline above, Florida Poly anticipates that selected Respondents provide oral presentations to Florida Poly during the period from April 5, 2023 – April 14, 2023. ***Vendors are requested to hold these dates and to set these dates aside to avoid a scheduling conflict.***

Florida Poly expects these presentations to take place on-site at the Florida Poly campus.

The purposes of the presentations are as follows:

1. To allow the University to meet key personnel. It is anticipated that the Respondent will be requested to have specific key personnel, such as executive sponsors, project managers, and lead functional and technical consultants, committed to the project attend and be an integral part of the presentation.
2. To allow the Respondent to highlight and explain selected areas of its response that the University will request in writing before the presentation day.
3. To address specific questions from Florida Poly stakeholders.

Presentations will span two days. A generic example agenda is below. Respondents who are advancing to the on-campus presentation stage will be notified of the final agenda and content requirements on or around March 24, 2023. Note that Florida Poly desires no marketing or sales content during the presentation.

1. Introduction of key personnel, including the proposed implementation team
2. Overview of the student information system solution, including specific areas of focus to be identified for the Respondents by the University within each of the following areas:
 - a. Core student structure
 - b. Recruiting and admissions
 - c. Registration
 - d. Advising, student engagement and student success
 - e. Financial aid
 - f. Student finance
 - g. Data analysis, reporting, and institutional research
3. Technical, operations, and support overview
4. Implementation project and services overview
5. Open, unstructured question and answer sessions by functional and technical area

The University’s website, <http://www.floridapoly.edu>, provides additional information that may

be useful to the Respondent.

2.3 Proposal/ Submittal Requirements

The following constitute the submittal requirements and evaluation criteria for the University to evaluate the ITN proposals. The ITN response must follow the order provided below in order to facilitate evaluation of the proposals. In addition, the ITN response should provide tabs correlating to each of the following criteria numbers below. It is critical that proposals are consistent in order to ensure accuracy in the University's review process. Failure to submit proposals in the requested order poses risk that all Submittal Requirements are included, and accurately compared.

Your proposal must respond to each criterion in the following order:

- Cover Letter
- Table of Contents
- Tab 1: Acknowledgement
- Tab 2: Executive Summary
- Tab 3: Firm Background and Information
- Tab 4: System and Platform Requirements
- Tab 5: Implementation Services
- Tab 6: Value-Added Components or Services
- Tab 7: Financial Proposal
- Tab 8: Proposed Agreements
- Tab 9: Signed Addenda

A description of each Tab is provided below in further detail.

2.3.1. Tab 1: Acknowledgement

Respondents are required to submit a signature page that acknowledges the receipt, review, and understanding of all materials provided in this ITN, including information provided in appendices and addenda. With this signature page, it will be assumed that Respondents are fully aware of all information that may impact design, program, and financial assumptions included in the ITN submission. Failure to provide this signature page may result in non-compliance with the submission materials, thus impacting the University's ability to review the proposal. This signature page appears in page 2 of this ITN document.

2.3.2 Tab 2: Executive Summary

Responses must include the following items in Tab 2:

Executive Summary

The summary familiarizes Florida Polytechnic University executives and evaluators with the

Respondent's proposal's essential elements and unique features, briefly describing what the vendor is proposing and how the vendor intends to accomplish the work.

The summary shall contain the following.

1. A brief description of the company's overall organization, as relevant to this project, including divisions and operations. This description shall note how long the company has been in business and how long the company has provided student information systems for higher education.
2. Highlight key elements and unique features of your proposed student information system solution by briefly describing what your firm is proposing and how you intend to accomplish the work. Include the reasons that make the proposal attractive and unique for Florida Polytechnic University.
3. A brief discussion of the implementation approach, timeline, and risks. ***Note that a requirement of this ITN is that the Respondent must provide both the SIS software solution and platform as well as the system implementation project services as a single integrated solution under the total responsibility of the Respondent. Specific information about the implementation project/services is covered in Tab 5.***
4. Provide your firm's general approach with clients, including the licensing/subscription model, typical structure of agreements (e.g., licensing vs. maintenance, etc.), how support is delivered, and obligations of vendor and client.
5. Trade Secret Certificate: Provide the Affidavit of Trade Secret Certification (Attachment D), completed and signed by an authorized representative as to applicable trade secrets contained in the Respondent's documents. Respondent must segregate and clearly mark all documents certified as a trade secret and include the documents in Respondent's Response.
 - a. Segregate and separately label the document(s) claimed as trade secrets. Documents labeled as trade secrets that are produced electronically should be produced on a separate jump drive and clearly labeled "Trade Secret" on the jump drive as well in the title/name of the electronic folder or file. Documents produced in hard copy should be separated and each clearly labeled "Trade Secret." Merely 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 treated as a trade secret under Florida law and thus is insufficient to comply with this requirement.
 - b. Provide the Affidavit of Trade Secret Certification (form is Attachment D) signed by a high-level officer of the Respondent to The University's Procurement Department, certifying the following for each separate claimed trade secret document:
 1. Identify with specificity the document(s) for which trade secrets protection is claimed;
 2. Provide a description of the document sufficient to determine the application of the trade secret exemption; and
 3. Explain in detail the specific element(s) or provision(s) of Section 688.002(4) or Section 812.081(c) Florida Statutes that render the document at issue a trade secret exempted from public records under applicable Florida law.
 4. Respondent's failure to fully comply with the above and/or submit a

sworn affidavit with its Response is an affirmation that none of Respondent's documents are trade secrets.

2.3.3 Tab 3: Firm Background and Information

Responses must include the following items in Tab 3:

1. **An overview and history of Respondent or Respondent's firm and solution.** Include the following items:
 - a. Name, address, and legal entity structure
 - b. The primary location of the office that will have direct responsibility for providing the services.
 - c. A description of the standard services offered by Respondent.
 - d. A listing of professional organizations the Respondent is a member of
 - e. Names of Respondent's principals and their titles
 - f. Is your company a subsidiary or otherwise legally affiliated with any other company?
 - g. How mature is the product in terms of years, both in general and in terms of the current major version release?
 - h. What is your total number of clients for the product, including the number of clients with 5,000 FTE or smaller?
 - i. Provide the number of higher education clients in Florida, categorized as State University System, Florida College System, and others (e.g., private institutions).
 - j. Since 2016, has your company been a defendant in any lawsuits? If yes, please provide a summary of any litigation, arbitration, and regulatory proceedings pending, adjudicated, or settled that your firm has been subject to involving services your firm provided. Please describe each regulatory proceeding in detail and any litigation or arbitration resulting in judgments, settlements, or damage claims (for those matters not yet resolved) over \$25,000.
 - k. Conflicts of Interest. Provide a statement disclosing any current or proposed business transaction between a member of your company and any Florida Polytechnic University officer, employee, or Trustee and any other potential conflict or claim of conflict of interest that may exist between your company and any Florida Poly officer, employee, or trustee.
2. Copies of Respondent's two most recent **financial and annual reports** or a letter from Respondent's bank stating that Respondent is financially stable. A URL may be provided instead of a copy if such information is publicly available.
3. Provide 4-5 higher education customer references similar to Florida Poly in size and complexity. Provide detailed information in Appendix 1.H. ***Additionally, the University reserves the right to contact and utilize references from others, including but not limited to higher education institutions and relevant industry analysts.***
4. Provide a brief description of the **Respondent's other partner entities** ("Partners," "Partner Firms," or "Subcontractor Firms") for the project, including each Partner's role in the proposed solution and the Partner's relevant experience. Provide in the description the roles

of key personnel that comprise the Partner's team contributing to the project. Descriptions should be provided for the following entities at a minimum:

- a. Any law firms who will provide legal services for the Respondent;
- b. Entities that will provide operations and maintenance if not performed by the Respondent; and,
- c. Any partners, or other entities, who will provide funding to the Respondent.

For each of these functions, provide, at minimum, the following information:

- d. Partner or Subcontractor Firm name
- e. Primary address
- f. Relationship to Respondent (e.g., licensed/certified partner, sub-entity, independent software vendor, etc.)
- g. Point of contact.

The entities identified in the Respondent's responses to the above are those currently being considered to participate with the Respondent as subcontractors. Any additions or changes to the subcontractors in connection with a Response are subject to review and approval by the University. If a Respondent does not name other entities, then the Response will be evaluated assuming that the Respondent will self- perform all functions and any later decision to include other entities in any of these roles will also require review and approval of these entities prior to their use by the Respondent.

The University encourages and values the use of local- / Florida-based and minority- or women-owned firms as sub-contractors to complete this Project.

5. Provide an **organizational chart** summarizing the relationships and responsibilities of the Respondent and its project team.

2.3.4 Tab 4: System and Platform Requirements

Proposals must include the following items in Tab 4:

1. Provide an overview of the proposed solution, including but not limited to all core and optional components, technical platform and data bases and structure, workflow, reporting, and document management.
2. Include a description of the deliverables and how the respondent will meet the purpose of the Competitive Solicitation, etc.
3. Response to functional requirements questionnaire in Appendix 1.D.
4. Response to technical requirements questionnaire in Appendix 1.F.

5. List third-party solutions that provide functionality not available in the vendor's solution in Appendix 1.F, Requirement 8.2. If the cost is bundled into the vendor's costs, list them in Appendix 2.B and Appendix 2.C.
6. Information about optional on-going services and support in Appendix 1.G
7. Information regarding Respondent's **additional warranties** on the services, including replacement of items, if applicable

2.3.5 Tab 5: Implementation Services

Proposals must include the following items in Tab 5:

1. Include a description of the deliverables, projected timeline, milestones, how the respondent will meet the purpose of the Competitive Solicitation, etc.
2. Include the estimation of effort by the Respondent by activity, role, and phase of the project. Provide effort and cost estimates in Appendix 2.E.
3. Response to questions in the implementation questionnaire in Appendix 1.E.
4. Information about Florida Poly internal staffing, including temporary staff needed during implementation and permanent staff required to support the platform. Provide this information in Appendix 2.G.
5. Information regarding the Respondent's **additional warranties** on the services, including replacement of items, if applicable
6. If the Respondent anticipates using **subcontractors**, the Respondent must identify the subcontractors and state the amount of the subcontracts. The Respondent must also include a written, signed certification stating that the subcontractors are appropriately licensed and are registered with the State of Florida in accordance with Chapters 607 or 620, Florida Statutes, and such a statement will include any subcontractors' corporate charter numbers.

2.3.6 Tab 6: Value-Added Components or Services

Respondents are encouraged to propose any relevant value-added components and/or services, related to the SIS solution, which would be useful components of the Project. These components may in particular relate to the external systems, custom solutions, and integrations in the SIS technical ecosystem listed in Appendices 1.A – 1.C. Cost information for these value-added components and/or services should be presented in Appendix 2.H.

2.3.7 Tab 7: Financial Proposal

Respondent's response in Tab 7 should be submitted using the appendices in Workbook 2, with any necessary supplemental information provided in Tab 7 of the narrative Proposal. Respondents are

advised to review Appendix 2.A “Instructions” before completing the appendices in Workbook 2.

In addition to completing the appendices in Workbook 2, Respondents must include the following items in Tab 7:

1. The Respondent must provide **subscription/licensing costs** for its software. List each product group in the subscription and include the following:
 - a. License count: Define and specify the basis for the subscription rates and the rate for additional counts that may be added later.
 - b. Annual rate increase %: List the expected annual rate increases for a 5-year agreement and a 10-year term agreement.
 - c. Start date for billing: List the start date for billing each product.
 - d. The volume of data storage included in the base cost and the cost of additional units (specify).
 - e. Data transfer rate per unit (specify).
 - f. Comments: List additional information as needed.
2. Hourly rates for additional work outside the scope of work, if such work is requested by Florida Poly during the term of the Agreement. Does the vendor provide professional services, such as a “bucket” of hours, once the software is in production? What services are available, and what are the hourly rates, expiration dates, and potential rate increases?

2.3.8 Tab 8: Proposed Agreements

Respondent must provide sample Agreements covering all aspects of the proposed Solution (e.g., software license/subscription, system hosting/operation/maintenance, implementation project and services, etc.). The Agreements must incorporate the terms of the Sample Agreement provided in Attachment A and related Attachment B

If Respondent requests any deviations to, or exceptions from the requirements in the Competitive Solicitation, including the language in the Sample Agreement, the Respondent must include a completed Requested Deviation or Exception Form (Attachment C), including a detailed justification for the deviation(s) or exception(s). For objections to any terms and conditions, provide proposed replacement language.

The University reserves the right to accept or reject any requested changes or proposed replacement contract language. The University may also lower Respondent’s evaluation rating based on the number and severity of requested deviations or exceptions sought. Although some deviations, exceptions, and replacement contract language may be accepted, the University intends that the Successful Respondent(s) will execute the University’s contract terms in

substantially the same form as is written in the Sample Agreement (Attachment A). Respondents are warned against saving their objections to the various provisions until negotiations, as this may be cause for eliminating Respondent's Response from further consideration.

2.3.9 Tab 9: Signed Addenda

If an addendum or addenda are issued as part of this ITN, please sign the document(s) where requested and include these signature pages in Tab 9.

2.4 Questions and Communications

All questions regarding this ITN shall be made electronically via e-mail in writing and directed to Andrea Cashell (procurement@floridapoly.edu) no later than 4:00 PM ET on February 13, 2023. The subject of the e-mail shall be "QUESTION – **ITN 23-054**". Failure to provide the correct ITN number in the email may deem the question unanswerable and may not be considered as part of any addenda. Any questions submitted after the dates and times may not be considered or answered. Questions properly submitted **in writing** prior to the due date will be addressed. Answers to all properly submitted **written** questions will be posted on Florida Polytechnic University Procurement's website.

Interested Parties can not contact any other officials or staff of the University or advisors of the University with regard to this opportunity. Interested Parties are advised that unauthorized contacts with officials, related parties or advisors of the University may result in elimination of an Interested Party from this ITN process.

The University will not give verbal answers to inquiries regarding negotiation considerations or verbal instructions prior to or after the selection process of this ITN. A verbal statement regarding same by any person shall be non-binding. The University is not liable for any cost incurred by the Respondent in connection with the preparation, production, or submission of their ITN Proposal including any increased costs resulting from the Respondent accepting verbal direction. All University changes to the ITN terms or specifications, if necessary, shall be made by the University by written addendum to the Invitation to Negotiate and distributed electronically by e-mail and posted on the Department of Procurement web site only.

Note: Respondents are responsible to ensure that the University has received their point of contact as well as their name, title, company name, address, telephone, and e-mail address in order to receive any addenda via e-mail.

2.5 Addenda

Any addenda or instructions issued by the University prior to the time for receiving proposals shall become a part of this proposal. Such addenda shall be acknowledged in the proposal. No

instructions or changes shall be binding unless documented by a proper and duly issued addendum. The University is under no obligation to contact Respondents for clarification but reserves the right to do so.

Respondent's failure to return any and all addenda may result in disqualification of that Respondent's Invitation to Negotiate.

PLEASE NOTE: It is solely the Respondent's responsibility to check the Florida Poly Procurement Web site at <https://floridapoly.edu/procurement/solicitations/index.php> forty-eight (48) hours before the closing time of this proposal to verify that the Respondents have received any addenda that may have been issued.

2.6 Disclaimer

The University reserves the right to request additional information, or clarifications of material submitted by Respondents during the ITN selection process.

Any representations or statements made within this ITN shall not be considered a contractual obligation by the University and Respondent's team entities shall not be entitled to rely upon them. The University reserves the right to reject any and all submittals and to identify and select the firm which the University, in its sole and absolute discretion, deems most qualified.

The Respondents shall be solely and totally responsible for all costs associated with responding to this ITN, and the University accepts no responsibility with regard thereto. Submissions will become the property of the University.

2.7 Submittal Requirements

Respondent's proposal to this Invitation to Negotiate shall be delivered to the *Director of Procurement, Florida Polytechnic University, 4700 Research Way, Lakeland, Florida 33805*, no later than **4:00 PM(ET) on March 6, 2023**. The University shall not extend or waive this time requirement for any reason whatsoever. Proposals that arrive after **4:00 PM(ET) on March 6, 2023** will be rejected in the University's sole discretion. Respondent

If the Respondent elects to mail/ship its ITN Proposal package, the Respondent must allow sufficient time to ensure the University's proper receipt of the proposal package by the time specified above. **Regardless of the form of delivery, it is solely the responsibility of the Respondent to ensure that the ITN Proposal package arrives at the University's Procurement Department no later than 4:00 PM(ET) on March 6 2023.**

ITN Proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposals submission time and date shown above.

ITN Proposals must be delivered in sealed envelopes/packages clearly marked: **ITN Proposal**

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Other than the signed hardcopy acknowledgement form (see page 2), proposals should be submitted in the form of a single Adobe PDF file of the narrative response and its tabs, accompanied by the two Microsoft Excel workbooks containing the required appendices. These files should be placed on a USB-compatible storage device and included in the appropriate cover documents in the sealed envelope/package. Three sets of USB storage devices should be provided in the package.

All proposals submitted must include on our standard Invitation to Negotiate Form signed.

3. EVALUATION FACTORS AND PROCESS

The purpose of this ITN is to allow Respondents to provide a detailed proposal in a format that allows the University to facilitate a fair evaluation of each submission. The University's evaluation of each ITN Response will be based on the information provided, additional information requested by the University, and information obtained from references and independent sources. Any information a Respondent deems essential to the evaluation of the services offered, for which no provision is made in the ITN, should be clearly stated in the Response. While the University reserves the right to request additional information or clarification from Respondents at any time in the process, Respondents should not assume that they will be allowed to amplify or modify their initial written proposal. The initial proposal must be a clear and easy-to-understand explanation of the services, benefits, and Partnership opportunities offered and should include information as to how all requirements and specifications will be fulfilled.

Florida Poly desires to engage in a Partnership with a Respondent who, in the University's sole discretion, it believes demonstrates the ability to serve as a high-quality partner to the University, advance Florida Poly's strategic priorities, and provide a Partnership / funding approach that is competitive in the marketplace and well-received (in the University's sole opinion) by the University Board of Trustees and the Florida Board of Governors.

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

3.1 Evaluation Criteria:

Evaluation to award contract to a Respondent will be based on the following:

- Respondent's Experience, References, and Partnership Approach
- Fulfillment of Solution Requirements
- Implementation Services Proposal
- Total Solution Cost (which may include factors outside the Respondent's submission) and Project Schedule
- Value-Add Opportunities
- Contractual Terms and Conditions

Any information a Respondent deems essential to the evaluation of all offers made in its proposal, for which no provision is made in the ITN, should be clearly stated in the proposal. While the University reserves the right to request additional information or clarification from Respondents at any time in the process, Respondents should not assume that they will be allowed to

amplify or modify their initial written proposal. The proposal must be a clear and easy to understand explanation of the Project, implementation services and prices offered and should include information as to how all requirements will be met.

3.2 Modification Of Scope Or Criteria:

Following selection of a finalist(s) for negotiations, the University reserves the right to modify Project requirements or scope set forth in the ITN as deemed in the best interest of the University. The University makes no representations of any kind that an award will be made as a result of this ITN. The University reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, to request clarification of proposal data and/or delete any item/requirements from this ITN when deemed to be in University's best interest.

3.3 Proposal Tabulation

Proposal tabulation will be available after award and will be posted on the Procurement website. The proposal tabulation is an accounting of initial proposal information received relative to requested information and shall not include price information. Proposal results will not be given out over the telephone.

3.4 The Invitation To Negotiate Process

The ITN process is a flexible procurement process that is used when highly specialized and or variable services or products are required. Negotiations offer an opportunity for selected Respondent(s) to discuss their proposals with a University evaluation committee, and for final pricing and contractual terms to be negotiated with a University negotiation team. The goal of this comprehensive process is for identification of the optimal outcome or the solution that best meets the needs of the University. Only representatives of the participating Respondent who are authorized to negotiate and make agreements shall be involved in negotiations on the Entity's behalf.

3.5 Negotiation With Respondents

To identify Respondents for negotiations, submitted proposals will be evaluated, presentations/interviews may be requested, and references may be verified and reviewed. The University will compare the proposals according to the evaluation criteria for the purpose of identifying the most favorable proposals for further negotiations.

Respondent(s) may be invited to continue in the negotiation process. Negotiations offer an opportunity for the selected Respondent(s) to discuss their offers and proposals in further detail

with the University. Selected Respondent(s) may be given the opportunity to refresh their initial offers. Refreshed proposals allow Respondent(s) to improve their offers, both as to services and cost. This allows the University to secure the Project and services which best meet its needs, at highly competitive and favorable terms. At the conclusion of this negotiation process, the University may ask selected Respondent(s) to submit a written best and final offer, to memorialize all agreements reached during negotiations and to extend additional benefits to the University, if desired. Invitation to submit a best and final offer is not automatic; Respondents should be presenting the University with their best proposals throughout the entire ITN evaluation and negotiation process. If a best and final offer is requested then after this process, a final Respondent(s) may be selected to receive the award pending successful negotiation of final project agreements. The University may make multiple awards from this process, particularly in regard to proposed value-add services (but not necessarily solely limited to those services).

3.6 Award

Proposals will be evaluated based on the requirements set forth in this Invitation to Negotiate. The University reserves the right to reject any or all proposals.

Respondents may be required to answer questions. Shortlisted Respondents will be required to make a presentation to the evaluation committee and will be given a presentation agenda prior to scheduled presentation date.

The award(s) shall be made by the University to the most responsive and responsible Respondent whose final proposal is determined to be the most advantageous to the University taking into consideration price and other criteria as set forth in the Invitation to Negotiate.

4. ADDITIONAL PROCUREMENT REQUIREMENTS AND NOTICES OF CONTRACT PROVISIONS

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

Andrea Cashell
Director of Procurement
Florida Polytechnic University
Email: procurement@floridapoly.edu

Respondents are advised that from the date of issuance of this solicitation until award of the contract, **no contact with university personnel other than the POC related to this solicitation is permitted. All communications must 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 issued), and other information by visiting the **Florida Poly Procurement Department Solicitations 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 Addenda may be uploaded without warning.

If a Respondent desires an explanation or clarification regarding the meaning or interpretation of this solicitation, the Respondent must request the information by writing an email to the POC prior to the “Written request for questions due date” as stated in the Timetable in Table 1 and Section 2.4 above. The University’s response to the questions will be issued in the form of an Addendum to this ITN and will be posted to the Florida Polytechnic University Procurement website identified above. All University issued addenda to this competitive solicitation must be signed by Respondent and submitted as part of its response. Failure to do so may disqualify Respondent’s response.

Any changes or clarifications to the ITN requirements and the responses to 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.

5. SPECIAL CONDITIONS

Attention Respondent: Any Respondents who received this ITN from the Department of Procurement or Respondents who have downloaded this ITN from Florida Poly Procurement website <https://floridapoly.edu/procurement/index.php> are solely responsible to check the Florida Poly Procurement web site forty-eight (48) hours before the closing time of this Invitation to Negotiate to verify that they have downloaded any and all addenda that may have been issued for this ITN.

5.1 Protests

Any Respondent or interested person who is disputing the specifications or is adversely affected by a decision or intended decision concerning this ITN or contract award and who wants to protest such specifications, decision, or intended decision must file a protest in compliance 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 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.

5.2 Acknowledgement Form

All proposals shall be submitted using the Florida Polytechnic University Invitation to Negotiate Acknowledgement form as a cover to be considered for an award of the proposal. The form shall be completed in ink or typewritten, signed by an authorized signatory of the Respondent and returned with the proposal in a sealed envelope. Respondent is responsible for marking the outside of the sealed envelope with the proposal number and the opening date.

The Invitation to Negotiate Acknowledgement form and all related pages and submitted electronic files constitute a legal document and cannot be altered by the Respondent in any way. Any alteration made by a Respondent may disqualify the proposal and the proposal may be considered invalid. Any necessary changes to an Invitation to Negotiate document will be implemented by written addenda to the proposal issued by the Department of Procurement.

5.3 Right To Negotiate

Upon evaluation of the proposals, the University has the right to enter into negotiations with one or multiple Respondents that appear to have submitted proposal(s) that best meet the needs and requirements of the University.

If for any reason a Respondent(s) and the University cannot arrive at a mutual agreement that would result in the issuance of a contract, the University reserves the right to terminate negotiations, to reject the proposal(s), and to continue negotiations with other responsive Respondents that may lead to the issuance and award of a contract.

5.4 Respondent's Responsibility

It is understood and the Respondent hereby agrees that it shall be solely responsible for all services that it proposes, notwithstanding the detail presented in the Invitation to Negotiate.

5.5 Respondent's Expense

All proposals submitted in response to the ITN must be submitted at the sole expense of the Respondent, whether or not any agreement is signed as a result of this Invitation to Negotiate. Respondents will pay all costs associated with the preparation of proposals and necessary visits to campus and other required site visits.

5.6 Proposal Rejection

The University has the right to reject any or all ITN proposals and in particular to reject an ITN proposal not accompanied by information required by the Invitation to Negotiate or an ITN proposal in any way incomplete or irregular including the omission of pricing information. Conditional ITN proposals may be considered non-responsive.

5.7 Open Competition

The University encourages free and open competition among Respondents. Whenever possible, specifications, invitations to negotiate, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the University's needs and the accomplishment of a sound economical operation. The Respondent's signature on their ITN proposal guarantees that the proposals have been established without collusion with other Respondents and without effort to preclude the University from obtaining the lowest possible competitive contract.

5.8 Optional Interviews

After ITN proposals have been opened, Respondents submitting ITN proposals may be requested, at the sole option of the University, to make oral presentations (via online videoconference) or

provide written clarifications. Such presentations or clarifications will provide an opportunity for the Respondent to clarify the proposal. Oral presentations may be recorded. Recorded oral presentations and written clarifications will be affixed to the Respondent's ITN proposal and become part of the same as if originally submitted. These optional presentations/clarifications are in addition to the on-campus presentations required of advancing Respondents in Stage 3 of the ITN evaluation process as discussed in Section 2.1.

5.9 Mistakes

Respondents must check their proposals for any errors. Failure to do so will be at the Respondent's risk.

In the event a mistake results in the written request of a Respondent to withdraw any part of its proposal, the Respondent must withdraw the entire proposal package and the University will not consider that proposal for award of ANY of the subject ITN. This applies to all requests for withdrawal. The only exception to this policy would be a case where the mistake was the result of misinformation unknowingly supplied by the University. In this event, a waiver of policy must be approved by the Procurement Office whose decision shall be final.

5.10 Right To Terminate

In the event any of the provisions of the contract are violated by the successful Respondent such that they constitute an Event of Default, the University may serve written notice upon the Respondent of its intention to terminate the contract. Such notice will state the reason(s) for the intent to terminate the contract. If the violation does not cease and satisfactory arrangements for correction are not made within a defined period after the notice is served upon the Respondent which will be defined in the contract, the contract shall cease and terminate. The liability of the Respondent and/or Respondent's surety for any and all such violation(s) shall not be affected by any such termination.

5.11 Force Majeure

No default, delay or failure to perform on the part of the either party shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strikes, lockouts or inactions of governmental authorities; epidemics; acts of terrorism; war; embargoes; fire; earthquake; acts of God; or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

5.12 W-9 (W-8BEN for Foreign Respondents) Form

Awarded Respondents will be asked to complete and return a Florida Poly Substitute W-9 (W-8 Form for foreign Respondents). Respondents MUST supply their Federal Employee Identification Number or Social Security number upon award.

NOTE: The W-9 or W8BEN statement must be completed and signed before a contract can be approved.

5.13 Standards Of Conduct

It is a breach of ethical standards for any employee of the University to accept, solicit, or agree to accept a gratuity of any kind, form or type in connection with any contract for commodities or services. It is also a breach of ethical standards for any potential Respondent to offer an employee of the University a gratuity of any kind, form or type to influence the development of a contract or potential contract for commodities or services.

5.14 Americans With Disabilities Act (ADA)

The Respondent awarded a contract pursuant to this ITN shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.

NOTE: If special accommodations are required in order to attend any event or meeting in conjunction with this Invitation to Negotiate, please notify Department of Procurement at procurement@floridapoly.edu at least five (5) working days prior to the scheduled event.

5.15 Public Records

To the extent that Successful Respondent meets the definition of “contractor” under section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Successful Respondent 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 the agreement, renewals, and following completion of the contract if Successful Respondent does not transfer the records to University.

Upon completion of the Agreement, transfer, at no cost, to University all public records in possession of Successful Respondent or keep and maintain public records required by University to perform the service.

- a) If Successful Respondent transfers all public records to University upon completion of the contract, Successful Respondent must destroy any duplicate confidential information or records that are exempt from public records disclosure.
 - b) If Successful Respondent keeps and maintains public records upon completion of the Agreement, Successful Respondent must meet all applicable requirements for retaining public records.
 - c) 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 make such requests directly to University. If University does not possess the requested records, University will notify Successful Respondent of the request, and Successful Respondent must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
5. **IF THE SUCCESSFUL RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE 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

6. The University may inspect the:
- a) Financial records, papers, and documents of the Successful Respondent that are directly related to the performance of the contract or the expenditure of state funds.
 - b) Successful Respondent's programmatic records, papers, and documents which the University determines are necessary to monitor the performance of the agreement or to ensure that the terms of the agreement are being met.
 - c) The Successful Respondent must provide such records, papers, and documents requested by the University within 10 business days after the request is made.

The right of access in this provision is not limited to the required retention period but continues as long as the records are retained.

5.16 Equal Opportunity Statement

The University believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to non-discrimination based on race, creed, color, sex, age, national origin, religion or disability. To be considered for inclusion as a Respondent under the contract, the Respondent commits to the following if awarded the contract:

- a. The provisions of Executive Order 11246, September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value. See attached.
- b. If the Respondent expects to receive \$25,000 in Revenues during the first 12 months of the contract, a complete "Certificate of Non-Segregated Facilities" shall be attached to the bid response.
- c. If the Respondent expects to receive \$60,000 in Revenues during the first 12 months of the contract and employs more than 50 people, standard form 100 (EEO-1) must be filed prior to March 1 of each year.
- d. If the Respondent expects to receive \$60,000 in Revenues during the first 12 months of the contract and employs more than 50 people, a written program for affirmative action compliance must be maintained by the Respondent, subject to review upon request by the user agencies of this agreement.

5.17 Public Entity Crimes

Any person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal 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 be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in the Florida Statutes section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted Respondent list.

5.18 Lobbying

The expenditure of funds from Grants and Aids Appropriations, for the purpose of lobbying the

Legislature or a State Agency, is prohibited. This condition is applicable to Florida State appropriated grants and aids.

5.19 Affirmative Action

As a condition of the contract, the Respondent agrees to comply with Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 503 of the Rehabilitation Act of 1973, Public Law 93- 112, as amended, which are incorporated herein by reference.

5.20 Taxes

The State of Florida, and the University, is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. The Respondent shall pay all personal property taxes on leased equipment and all taxes based upon net income.

5.21 Licenses

In the event either party is required to obtain from any governmental authority any permit, license, or authorization as a prerequisite to performing its obligations hereunder, the cost thereof shall be borne by the party required to obtain such permit, license, or authorization.

5.22 Certification

In accordance with Section 112.3185, Florida Statutes, the Respondent hereby certifies that to the best of their knowledge and belief no individual employed or subcontracted by Respondent has an immediate relation to any employee of the University who was directly or indirectly involved in the procurement of said services. Violation of this section by Respondent shall be grounds for cancellation of this Agreement by the University.

5.23 Indemnification

Respondent agrees to indemnify and hold free and harmless, and defend the State of Florida, the State Board of Education, the State Board of Governors, the Florida Polytechnic University, and the Florida Polytechnic University Board of Trustees, a public body corporate, and their officers, employees, agents, and advisors from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from the presence, activities and promotions of every kind and nature whatsoever of Respondent and/or Respondent's officers, employees, agents and contractors, in connection with this Agreement.

5.24 Insurance

Contractor shall procure and maintain, at its expense, the following minimum insurance coverage insuring all services, work activities, and contractual obligations undertaken in this Contract. These insurance policies must be with insurers acceptable to Florida Polytechnic University Board of Trustees.

Workers' Compensation — Statutory minimum; \$500,000

Employer's Liability (Coverage B) — \$500,000: per each occupational accident/occupational disease

Commercial (or Comprehensive) General Liability — \$1,000,000 per person/\$1,000,000 per occurrence/\$2million aggregate;

Property Damage — \$500,000 per occurrence;

Professional Liability — \$1,000,000 combined

Crime : \$1,000,000

Umbrella \$2,000,000

Contractor agrees to furnish Certificates of Insurance for each insurance policy to the Purchasing Official. Florida Polytechnic University Board of Trustees must be added as Additional Insured on the General Liability and Contractor Errors and Omissions Liability policies with regard to the scope of this Contract. Any deductibles or self-insured retentions in the insurance policies must be paid by and are the sole responsibility of the Successful Respondent. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the University. All required insurance policies must include a Waiver of Subrogation in favor of Florida Polytechnic University Board of Trustees.

5.25 Relationship Of Parties

It is understood and agreed that nothing herein contained is intended, or should be construed, as creating or establishing the relationship of partners or joint ventures, or any similar relationships between the parties hereto, or as constituting Respondent as the agent or representative of the University for any purpose in any manner whatsoever. Respondent is not authorized to bind University to any contracts or other obligations. Respondent shall not expressly or impliedly represent to any party that Respondent and University are partners or that Respondent is the agent or representative of University or of the Board of Trustees for any purpose or in any manner whatsoever.

5.26 Technology Provided

The University's expectation is that Respondents shall provide the most current available technology in the execution of the terms and conditions and in providing all services related to the contract.

5.27 Minority Business Enterprise (MBE)

The University actively encourages the continued development and economic growth of small, minority, service-disabled veterans and women-owned businesses. Central to this initiative is the participation of a diverse group of Respondents doing business with the University. To this end, it is vital that small, minority, service-disabled veterans and women-owned business enterprises participate in the State's procurement process as both **prime contractors and subcontractors**. Small, minority, service-disabled veterans and women-owned business enterprises are strongly encouraged to submit replies to solicitations, or to contact larger suppliers about subcontracting opportunities.

5.28 Conditions And Provisions

The University reserves the right to reject any and all proposals and to waive minor variances from the requirements set forth in this ITN. The University at its sole discretion will select the proposal it deems is in the best interests of the University.

5.29 Federal Debarment

By signing the proposal, the Respondent certifies, to the best of its knowledge or belief, that the Respondent and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; or have not within a three-year period preceding this offer, been convicted of or have a civil judgment rendered against them in connection with a public contract or subcontract; or are not criminally or civilly charged by a governmental entity with commission of offenses; or has not within a three-year period preceding this offer had a contract terminated for default by any Federal agency. (Federal Acquisition Regulation 52.209-5)

5.30 Conflict Of Interest

The award hereunder is subject to the provisions of Chapter 112, of the Florida Statutes. All Respondents must disclose with their response to this ITN the name of any officer, director, or agent who is also an employee of the University. Further, all Respondents must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches.

By submitting a response to this ITN without such information, the Respondent certifies that to the best of its knowledge and belief no individual employed by or subcontracted by the Respondent has an immediate relation to any employee of the University who was directly or indirectly involved in the procurement of said services. Violation of this section by Respondent shall be grounds for cancellation of the Contract.

5.31 Patents Copyrights, Trademarks, Royalties And Other Intellectual Property

To the extent that intellectual property of Respondent will be sold or licensed as a part of the products or services offered, the Respondent, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, trademarked or unpatented invention, process, or article manufactured or supplied by the Respondent.

5.32 Compliance With Laws

Respondent shall comply with applicable Federal, State, and local laws and regulations and University Regulations and Policies with respect to its participation in the ITN process. If Respondent receives an award as a result of the ITN, Respondent shall continue to comply with the foregoing laws, regulations, and policies.

If Respondent fails to comply with the requirements of this ITN, the University, in its sole discretion, may disqualify Respondent, or, if Respondent has been awarded a contract pursuant to the ITN, the University, in its sole discretion, may determine that Respondent is in default.

5.33 Availability Of Funds

The University's performance and obligation to pay under the contract is contingent upon an annual appropriation by the Legislature.

Attachments and Appendices

Attachments A – C are included in this document:

Attachment A: Sample Agreement

Attachment B: E-Verify Certification

Attachment C: Deviations or Exceptions Form

Attachment D: Trade Secret Certification Form

Appendices One (1) and Two (2) occur in the accompanying two Excel workbooks as follows:

Appendix One (1) - Workbook One (1) – Requirements and Specifications

Tab A – List of External Systems

Tab B – List of Custom Solutions

Tab C – List of Integrations

Tab D – Functional Requirements

Tab E – Implementation Requirements

Tab F – Technical Requirements

Tab G - Operational and Support Req

Tab H – List of References

Appendix Two (2) -Workbook Two (2) – Total Costs Proposal

Tab A – Instructions

Tab B – Total Costs 5-Year Agreement

Tab C – Total Costs 10-Year Agreement

Tab D – Intentionally Left Blank

Tab E – Implementation Costs

Tab F – Optional Ongoing Costs

Tab G – Florida Poly Staffing

Tab H - Value-Added Services

Attachment A: Sample Agreement

This Agreement (“Agreement”) is made and entered into on [Click here to enter a date](#) (the “Effective Date”), by and between The Florida Polytechnic University Board of Trustees (“the University”) and [Click here to enter Contractor name](#), a (state of incorporation and type of entity), whose address is [Click here to enter address, City, State, and zip code](#), who is authorized to do business in the State of Florida (the “Contractor”).

RECITALS

WHEREAS, the University requested Responses for Competitive Solicitation No. [Click here to enter Solicitation No.](#) (“Solicitation”) to provide the following services: [Click here to enter services](#) (the “Services”);

WHEREAS, the Contractor submitted a response for the Solicitation provides the Services (“Response”), which was accepted by the University.

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein and intending to be legally bound hereby, the parties hereto agree as follows:

- 1) **Term.** This Agreement commences on the Effective Date and will continue for an initial term of [Choose a number](#) [Choose an item](#) (the “Initial Term”) and may be renewed in writing by the parties for an additional term of [Choose a number](#) [Choose an item](#) (“Renewal Term”).
- 2) **Contract.** The Contractor will provide the Services to the University pursuant to the terms and conditions described herein and in the following: the Solicitation (including Addenda), attached as Exhibit I and incorporated by reference and the Contractor’s Final Response, attached as Exhibit II and incorporated by reference. (The Contractor is referred to as “Respondent” and “Successful Respondent” in the Exhibits). In the event of conflict between or among terms and conditions contained in the foregoing documents with regards to the Services, such documents govern in the following order of precedence: first, this Agreement; second, Exhibit I (the Solicitation, including Addenda); and third, Exhibit II (the Contractor’s Final Response).
- 3) **Clarifications/negotiated points** (if any) are:
 - a) [Click here to enter points](#)
- 4) **Payment.** The Contractor will provide the Services to the University pursuant to the pricing set forth in Exhibit II (unless revised herein). The Contractor will submit invoices for fees or other compensation for Services or expenses in detail sufficient for a proper pre-audit and post-audit.
 - a) Upon receipt, the University has five (5) business days to inspect and approve the services or deliverables.
 - b) The University will make payment in accordance with the University’s Regulation, which states the Contractor’s rights as a vendor and the University’s responsibilities concerning interest penalties and time limits for payment of invoices.
 - c) If a payment is not issued within thirty (30) days of receipt of a proper invoice and receipt and inspection and a approval of the services, the University, upon a valid request, will pay to the Contractor, in addition to the amount of the invoice, an interest penalty at the rate established pursuant to Section 55.03(1), Florida Statutes, provided the interest penalty is in excess of one dollar (\$1.00). The interest will be calculated on the unpaid balance from the expiration of the 30-day period until such time as the payment is issued to the Contractor.
 - d) A Vendor Ombudsman, whose duties include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment from the University, may be contacted at 863-874-8448.
- 5) **Cooperation on Audits and Investigations.** The Contractor must cooperate with the University and provide specific records and/or access to the Contractor’s records related to this Agreement for purposes of conducting an audit or investigation. The University will provide Contractor with reasonable notice of the need for such records or access.
- 6) **Travel Expenses.** Contractor will not charge the University for any travel expenses, meals, and lodging unless otherwise specifically provided for in this Agreement, and upon the University’s prior written approval of the expenses. Under such circumstances, Contractor is authorized to incur the agreed to travel expenses which will be payable by the University, but only to the extent permitted in Section 112.061, Florida Statutes. Contractor is responsible for any expenses in excess of these prescribed amounts.

- 7) **Taxes.** The University is a tax immune sovereign and exempt from the payment of sales, use, or excise taxes. The Contractor must pay all personal property taxes on leased equipment and all taxes based upon net income.
- 8) **Relationship of the Parties.** The Contractor is an independent contractor, and neither the Contractor nor the Contractor's employees, agents, or other representatives are the University's employees or agents. The Contractor may not use the University's name, trademarks, logos, or marks without the University's prior written approval. The Contractor assumes all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of itself and of its subcontractors or persons otherwise acting or engaged to act at the instance of the Contractor in furtherance of its obligations under this Agreement.
- 9) **Background Checks.** Prior to any of Contractor's (or subcontractor's) employees or agents entering the University's campus or premises to perform work pursuant to this Agreement, Contractor must have conducted, and the employee or agent must have passed, a background check. In addition, if Contractor's (or subcontractor's) employee or agent is listed on the Florida or National Sex Offenders Registry, that employee or agent may not enter the University's campus or premises in furtherance of this Agreement.
- 10) **Parking.** The Contractor must ensure that all of Contractor's and Contractor's employees', agents', and subcontractors' vehicles parked on the University premises have proper parking permits. All vehicles must be registered with and have parking permits purchased from the University's Parking and Transportation Services Department. Contractor and Contractor's employees, agents and subcontractors must observe all parking rules. The failure to purchase parking permits and otherwise comply with all the University's parking rules could result in the ticketing and/or the towing of Contractor's or Contractor's employees', agents', and subcontractors' vehicles.
- 11) **Contractor's Employment of Unauthorized Aliens.** Employment of unauthorized aliens is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, the University may terminate this Agreement immediately upon notice to Contractor for Contractor's violation of this provision.
- 12) **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 (Exhibit III) 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 448.905, Florida Statutes. The subcontractor must provide to the 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 this Agreement. The University may terminate this Agreement immediately upon notice to Contractor for Contractor's violation of this provision.
- 13) **Workers' Compensation.** Contractor must have and maintain during the life of this Agreement, Workers' Compensation Insurance for all its employees connected with the work related to this Agreement. In the event any work related to this Agreement is sublet or subcontracted, the Contractor must require the subcontractor to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance must comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation, the Contractor must provide, and cause each subcontractor to provide, adequate insurance for the protection of such employees.
- 14) **Equal Opportunity.** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, Veteran status, marital status, age or disability.
- a) The Contractor will comply with the provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the Contract regardless of value.
 - i) If the Contractor anticipates receiving \$10,000 in orders during the first 12 months of this Agreement, Contractor must complete the Certificate and Agreement of Non-Segregated Facilities (Exhibit IV).
 - b) The Contractor will also comply with the Americans with Disabilities Act (ADA) of 1990, as revised.

- c) If the Contractor anticipates receiving \$50,000 in orders during the first 12 months of this Agreement, and employs more than 50 people, the Contractor will complete and file prior to March 1 of each year a standard form 100 (EEO-1) and will maintain a written program for a firmative action compliance that is available for review upon the University's request.
- 15) Subcontractors.** The Contractor is fully responsible for all work performed under this Agreement. The Contractor may, with the prior written consent of the University, enter into written subcontract(s) for performance of certain of its functions under this Agreement. The Contractor's subcontracts must not be implemented or effective until and unless approved in writing by the University. Contractor will fully notify any subcontractors of Contractor's responsibilities pursuant to this Agreement by providing language in the Contractor's subcontracts with subcontractors for work related to this Agreement. Contractor is solely responsible for all payments to its subcontractors. Contractor will require its subcontractors to provide proof of the required insurance coverage as well as proof of appropriate licenses before allowing the subcontractor to perform work related to this Agreement.
- 16) Small Business Minority Enterprise (SBME) Reporting.** In each invoice submitted to the University, the Contractor will report the following information for each SBME used in the performance of this Agreement: the Name, Address, Type of Certification and Dollar Amount paid for work related to this Agreement.
- 17) Covenant Against Commissions or Brokerage and Contingent Fees.** Contractor warrants that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this warranty, the University has the right to terminate this Agreement, without liability, and to deduct from any amounts otherwise payable to Contractor under this Agreement the full amount of such fee, commission, percentage, gift, or other consideration, and to pursue any other remedy available to the University under this Agreement, at law or in equity.
- 18) Insurance.** Contractor will maintain, at its own expense, amounts of insurance as required in the Solicitation. If no insurance is mandated in the Solicitation, Contractor must at a minimum maintain insurance that covers the Contractor's exposure in performing this Agreement. The University is self-insured and is not required to obtain additional insurance for purposes of this Agreement.
- 19) Licensing Requirements.** To the extent applicable, Contractor must have and maintain all appropriate licenses necessary to provide the Services related to this Agreement. Contractor must provide proof of such licenses to the University upon request.
- 20) Work for Hire.** Any work specifically created for the University under this Agreement is considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary or other copies thereof, (the "Materials") are and remain the property of the University, and, unless otherwise specifically set forth herein, are considered specially ordered for the University as a "work made for hire," or, if for any reason held not to be a "work for hire," the Contractor (or subcontractor or agent) who created, produced, developed or fabricated the Materials hereunder assigns all of his/her/its right, title and interest in the Materials to the University.
- a) The University owns all right, title and interest in the Materials. Contractor agrees upon request to take the necessary actions (and if necessary, ensure the Contractor's subcontractor or agent takes the necessary actions) to perfect the transfer of such title to the University.
 - b) The Materials must be to the University's satisfaction and are subject to the University's approval. Contractor bears all risk of loss or damage to the Materials until the University has accepted delivery of the Materials.
 - c) The University is entitled to return, at Contractor's expense, any Materials which the University deems to be unsatisfactory.
 - d) On or before completion of the Contractor's services hereunder, the Contractor must furnish the University with valid and adequate releases necessary for the unrestricted use of the Materials for advertising or trade purposes, including model and property releases relating to the Materials and releases from any persons whose names, voices or likenesses are incorporated or used in the Materials.
 - e) The Contractor warrants that the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and that no third party will have any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties, or other payments.

21) Trademark or Copyright Infringement. The Contractor will, at its expense, defend any suit brought against the University and will indemnify the University against an award of damages and costs made against the University by settlement or final judgment of a court that is based on a claim that the use of the Contractor's product infringes a trademark or copyright of a third party; provided that the University notifies the Contractor in writing of the suit or any claim of infringement within thirty (30) days after receiving notice thereof, and further provided that the Contractor is permitted to control the defense in any litigation or settlement of the suit. The University will provide reasonable cooperation in the defense of the suit at the Contractor's expense. Such defense and indemnity survives termination or expiration of this Agreement.

22) Confidentiality of Information.

- a) The Contractor acknowledges and agrees that the following items are and remain confidential, proprietary, and the sole property of the University:
 - i) all documents, studies, materials and information furnished to the Contractor by the University or the University's affiliates in connection with this Agreement, and
 - ii) all reports, studies, plans, deliverables, strategies, materials and other documents and information developed or prepared for the University in connection with this Agreement or which reflect any of the documents, studies, materials or information furnished to the Contractor by the University (the materials described in this provision are collectively referred to as the "Information")
- b) The Contractor agrees that it will not use the Information, nor share the Information with its employees, except as necessary to the Contractor's performance under this Agreement, and the Contractor will at all times comply with all state and federal laws governing the use and/or safe-keeping of confidential and/or personally identifiable information. The Contractor must not disclose Information to third parties unless it obtains the University's written consent to such disclosure.
- c) In the event the Contractor is required by subpoena or other judicial or administrative process or by law to disclose such records, the Contractor will:
 - i) provide the University with prompt notice thereof;
 - ii) consult with the University on the advisability of taking steps to resist or narrow such disclosure;
 - iii) furnish only that portion of the information that is responsive to the request;
 - iv) comply with the requirements of all state and federal privacy laws applicable to the Information, which may include but is not be limited, to Florida Public Records laws, FERPA, the Gramm-Leach Bliley Act, the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003); and
 - v) reasonably cooperate with the University in any attempt that the University may make to obtain an order or other reliable assurance that confidential treatment will be accorded the records.
- d) Upon termination of this Agreement or upon request by the University, the Contractor will promptly return the Information to the University. Notwithstanding the foregoing, if the University will share or provide access to protected health information or "PHI" with the Contractor for the Contractor to perform this Agreement, the University and the Contractor will enter into a separate business associate agreement which will govern the confidentiality and non-use obligations of the Agreement regarding the PHI (in lieu of this provision). This provision survives the termination or expiration of this Agreement.

23) Compliance with Public Records Law. The University is subject to applicable public records laws as provided by provisions of Florida Statutes Chapter 119, and the University will respond to such public records request without any duty to give the Contractor prior notice. The University may unilaterally terminate this Agreement for Contractor's refusal to allow public access to all public records that were made or received in conjunction with this Agreement. This provision survives termination or expiration of this Agreement.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (863) 874-8412, ogc@floridapoly.edu. Florida Polytechnic University, Attention: General Counsel, 4700 Research Way, Lakeland, FL 33805.

- a) To the extent that Contractor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other requirements provided by law, Contractor must comply with public records laws, including the following provisions of Section 119.0701, requiring Contractor to:
 - i) Keep and maintain public records required by the University to provide the Goods/Service.
 - ii) Upon request from the University, 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 or as otherwise provided by law.
 - iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if the Contractor does not transfer the records to the University.

- iv) Upon completion of this Agreement contract, transfer, at no cost, to the University all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.
- b) The University may inspect the:
 - i) Financial records, papers, and documents of the Contractor that are directly related to the performance of this Agreement or the expenditure of state funds.
 - ii) The 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.
 - iii) The Contractor must provide such records, papers, and documents requested by the University within 10 business days after the request is made.
 - iv) The right of access in this provision is not limited to the required retention period but lasts as long as the records are retained.
- c) The terms of this section 23 Compliance with Public Record Laws are material terms of this Agreement, and failure to comply may result in termination of this Agreement and/or civil penalties.

24) Termination.

- a) **Termination for Cause.** Either party may terminate this Agreement for cause by giving the other party thirty (30) calendar-days written notice and an opportunity to cure by setting forth with specificity the basis for the termination of this Agreement for cause. For purposes of this Agreement, "cause" means the failure by either party to: (i) provide the Services within the time specified in this Agreement; or (ii) adhere to any terms of this Agreement.
- b) **Termination for Convenience.** This Agreement may be terminated by the University for convenience by providing written notice to Contractor of such intent to terminate at least 10 days prior to the effective date of such termination.
- c) If this Agreement is terminated, the University is liable only for payment of Services performed for and accepted by the University prior to the date of termination.

25) Convicted Vendor List. The Contractor represents and warrants that it is not on the Convicted Vendor List (see Fla. Stat. § 287.133(2)(a)).

26) Annual Appropriations. The State of Florida and the University's performance and obligation to pay under this Agreement are subject to and contingent upon sufficient appropriations by the Florida Legislature and other entities' allowance of the University to use such funds. In the event the entities controlling such funding fail to appropriate funds or to allow the University to use such funds, and the University has determined, in the University's sole discretion, that there are insufficient funds available to cover the University's obligation under this Agreement, the University may terminate this Agreement without damage, penalty, cost or further obligation. The University will give notice to the Contractor of the non-availability of funds when the University has knowledge thereof. Upon receipt of such notice by the Contractor, the Contractor is entitled to payment only for those Services performed and accepted by the University prior to the date such notice is received.

27) Waiver of Rights and Breaches. No right conferred on the University by this Agreement is deemed waived and no breach of this 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 excuse of breach does not constitute a waiver or excuse of any other right or breach.

28) Federal, State, Local Laws, and Regulations. The Contractor and any subcontractors must comply with all applicable laws, ordinances, and regulations.

29) 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 will be extended for a period equivalent to the duration of the Event of Force Majeure. The provisions of this section do not 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.

- 30) Lobbying.** Contractor is prohibited from using funds provided under this Agreement for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.
- 31) Assignment/Modification of Agreement.** This Agreement may not be assigned or modified by either party except as agreed to in writing and signed by both parties. This Agreement is binding upon the parties' successors and assigns.
- 32) Indemnification.** The Contractor is responsible for its performance under this Agreement. The Contractor will indemnify and hold harmless, assume liability for and defend, the State of Florida, the Florida Board of Governors, the University and their officers, employees, and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which may arise in any manner or are alleged to have arisen, from the acts, omissions or wrongful conduct of Contractor or Contractor's officers, employees, agents, guests, patrons, licensees, invitees or subcontractors in connection with or related to their operations, activities, and/or occupancy or use of the University premises in performance of this Agreement. This provision survives termination or expiration of this Agreement. The Contractor's obligations under this provision do not extend to any liability caused by the sole negligence of the University or its officers, agents, or employees.
- 33) Sovereign Immunity.** Nothing in this Agreement is to be construed as an indemnification of the Contractor by the University or as a waiver of sovereign immunity beyond that provided in Section 768.28, Florida Statutes.
- 34) Governing Law; Venue.** This Agreement is governed by the laws of the State of Florida and will be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Any disputes related to this Agreement will be governed by Florida law, and this Agreement is deemed to have been executed and entered into in the State of Florida. Exclusive venue of any actions arising out of this Agreement will be in the courts in Polk County, Florida.
- 35) Notice.** Any notices required under this Agreement must be in writing, signed by the party giving such notice, and served on the other party:
- Via hand delivery; or
 - Via U.S. Mail, postage prepaid, registered or certified, return receipt requested; or
 - Via expedited mail or package service, provided a receipt showing the delivery has been retained; or
 - Via email

To University:

The Florida Polytechnic University Board of Trustees
 4700 Research Way
 Lakeland, Florida 33805
 Attn: University Procurement
 Email: procurement@floridapoly.edu
 With a copy to:
 Office of the General Counsel
ogc@floridapoly.edu

To Contractor:

Name: [Click here to enter name.](#)
 Address: [Click here to enter street address.](#)
[Click here to enter City, State, and zip.](#)
 Attn: [Click here to enter name.](#)
 Email: [Click here to enter email.](#)
 With a copy to:
[Click here to enter name.](#)
[Click here to enter email.](#)

36) Use of Agreement by Other Governmental Agencies. At the option of the Contractor, the use of this Agreement may be extended to other governmental entities, including the State of Florida, its agencies, political subdivisions, counties, and cities, and any university in the State University System of Florida. Each such entity using this Agreement does so independently of the University and is solely responsible for its duties under its own agreement.

The parties have affixed their signatures to this Agreement:

The Florida Polytechnic University Board of Trustees

Contractor: [Click here to enter Contractor.](#)

Signature

Signature

[Click here to enter name.](#)

[Click here to enter name.](#)

Name printed

Name printed

[Click here to enter title.](#)

[Click here to enter title.](#)

Title

Title

[Click or tap to enter a date.](#)

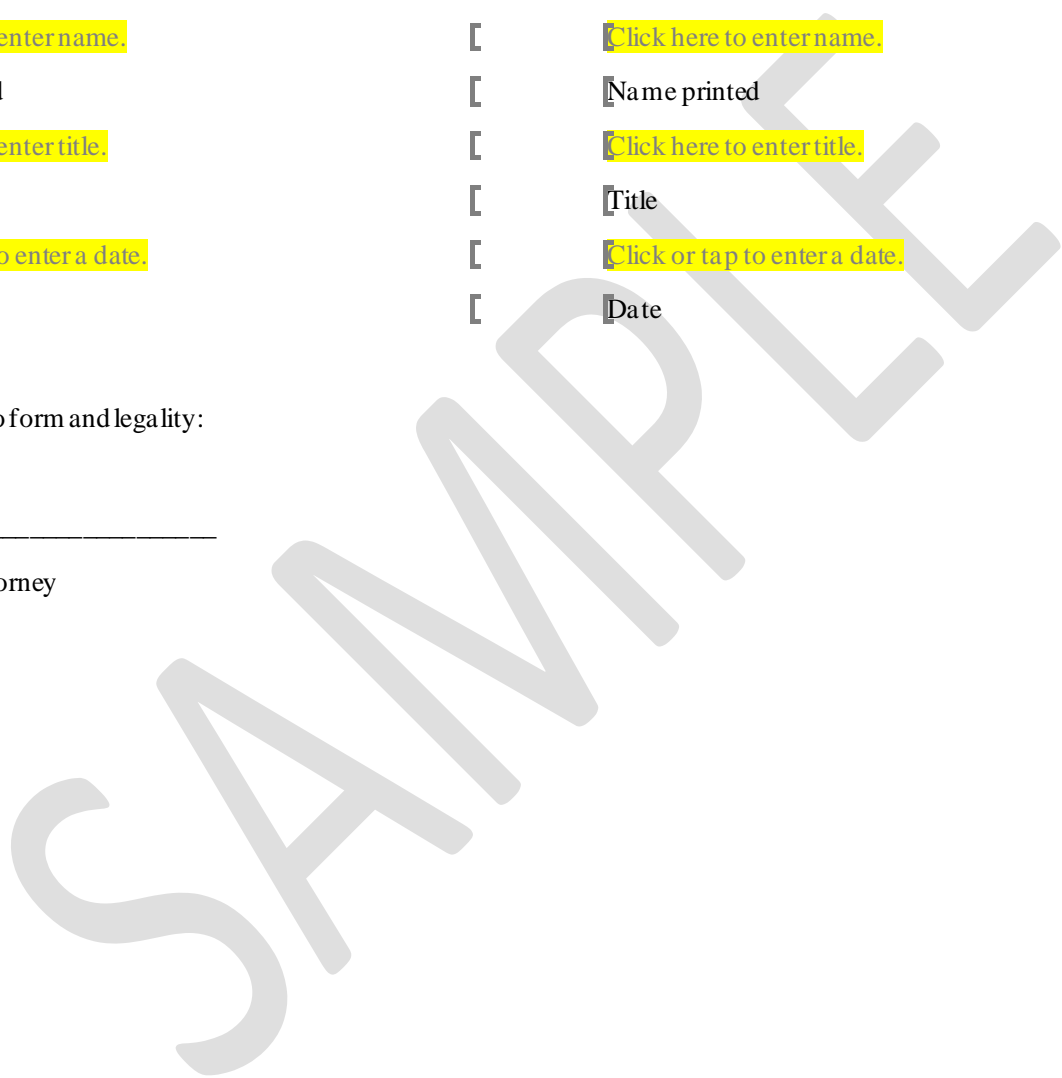
[Click or tap to enter a date.](#)

Date

Date

Approved as to form and legality:

University Attorney



Attachment B: E-Verify Certification

Contractor hereby certifies compliance with the following:

Pursuant to Section 448.095, Florida Statutes, Contractor must utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Florida Polytechnic University. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Florida Polytechnic University on its behalf utilize the E-Verify system to verify the employment eligibility of all new employees hired by subcontractor.

[Click here to enter Contractor.](#)

Contractor's Name

By: _____
Signature

Name: [Click here to enter name.](#)

Title: [Click or tap here to enter text.](#)

Date: [Click or tap to enter a date.](#)

Attachment C: Deviations or Exceptions Form

Respondent must complete this form and include it in their Response to request deviations or exceptions to the Competitive Solicitation Requirements, including language in the Sample Agreement (Attachment A). (Attach additional pages, if necessary.)

Section Number	Proposed Change and/or Replacement Language	Justification for the Deviation
Click here to enter section number.	Click here to enter proposed change and/or replacement language.	Click here to enter justification.
Click here to enter section number.	Click here to enter proposed change and/or replacement language.	Click here to enter justification.
Click here to enter section number.	Click here to enter proposed change and/or replacement language.	Click here to enter justification.
Click here to enter section number.	Click here to enter proposed change and/or replacement language.	Click here to enter justification.
Click here to enter section number.	Click here to enter proposed change and/or replacement language.	Click here to enter justification.
Click here to enter section number.	Click here to enter proposed change and/or replacement language.	Click here to enter justification.
Click here to enter section number.	Click here to enter proposed change and/or replacement language.	Click here to enter justification.
Click here to enter section number.	Click here to enter proposed change and/or replacement language.	Click here to enter justification.

Attachment D: Trade Secret Certification

STATE OF _____ COUNTY OF _____ I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

1. I am over the age of eighteen and am a resident of the State of _____. I have personal knowledge of the facts herein, and, if called as a witness, could testify competently thereto.
2. I am the _____ (position) of _____ (name of corporate entity), a _____ (state) _____ (type of corporate entity), whose principal address is _____
3. [I consider/My company considers] the information contained in the document(s) entitled _____ (Identify with specificity the documents for which trade secrets protection is claimed) and a trade secret under applicable law for the following reasons: (Provide a description of the document sufficient to determine the application of the trade secret exemption and 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).
4. [I have/My company has] taken measures to prevent the disclosure of the information noted in the proposal to anyone other than those who have been selected to have access for limited purposes, and [I intend/my company intends] to continue to take such measures.
5. [I consider/My company considers] the information noted in the proposal to have value and provides an advantage or an opportunity to obtain an advantage over those who do not know or use it.
6. All of the information in this proposal has not been reasonably obtainable, without [my/our] consent, by other persons by use of legitimate means.
7. I am the person for Florida Polytechnic University to contact in the event a challenge to any information contained in this Affidavit is received.

Executed on this _____ day of _____ in _____ County, _____ (State).

Affiant- Full Name: _____

Address: _____

Telephone: _____ E-mail: _____

Affiant Signature: _____

STATE OF _____ COUNTY OF _____ Sworn to or affirmed and signed before me on _____ (date) by _____ (Affiant).

X _____

NOTARY PUBLIC