

FLORIDA POLYTECHNIC
..... *University*

PURCHASING SERVICES

**Invitation to Negotiate for
High Speed Communications**

Please mark all proposal submission envelopes with the following information:

ITN13RL-133
Opening 6/19/2013

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1.0 STATEMENT AND SCOPE OF WORK

1.1 Summary

Florida Polytechnic University (FPU) is inviting qualified providers to negotiate proposals for the implementation and project management of a managed high-speed communication network to supply internet and other services to the new FPU campus located at 4700 Research Way, Lakeland, Florida 33803. FPU intends to contract with a qualified Supplier for implementation of a managed network supplying the following services:

- a. High Speed Internet (Tier One Supplier)**
- b. Telecommunications (SIP Trunking)**
- c. High Definition Television and Standard Definition Television Services**
- d. Off Campus Equipment Location for Backups Solutions (Tier III minimum)**

The Supplier shall furnish all labor, materials, software, hardware and other equipment necessary to provide implementation and project management of the Managed Broadband Communications network services. The supplier will be required to install, test, certify and provide ongoing support for all aspects of the proposed solution.

The University will establish a business relationship with Florida Lambda Rail and that communications link will have to be supported by this network. It is anticipated to need at least 1Gps Connection with redundancy.

The goals for the system are:

- Reliability and Redundancy
- Scalability
- Maintain Costs

FPU Operations is currently located at 439 South Florida Avenue, Lakeland, Florida, 33801. This location will have to be accommodated and included into the network diagram. This ITN will leave it to the chosen vendor to recommend the preferred method to allow that communications connection.

Multiple Awards

Florida Polytechnic University is interested in identifying solutions that will be of most benefit to the University in this effort and encourages respondents to bring all of their resources and creativity to their proposals. FPU recognizes the possibility that a single vendor may not be able to provide all of the support and services required to implement all segments of the project. FPU reserves the option to select the most qualified vendor to perform each segment of the project. A vendor may be awarded one segment or the complete project if the University deems it to be in the best interest of FPU.

1.2 Scope of Work

High Speed Internet

To provide for the implementation including project management of a managed high-speed, IP internet network connection terminating in the Campus Control Center (Primary) and IST (Secondary) to connect the internet. The internet Access connections will have completely diverse paths both physical and logical to ensure high availability. The proposal shall demonstrate that the supplier has the capability, experience and expertise necessary to design and provide this redundancy. The supplier shall supply, install, configure, test, start-up, service, and maintain this connectivity for the period of the agreement.

The successful supplier will work closely with FPU staff to gain an understanding of the current and future direction of the internet, choice, video and data network needs and developments within and out of the university and higher education. The successful supplier will review all necessary documentation such as the FPU Strategic Plan, any and all campus drawings, plans, and surveys. It is strongly encouraged for all suppliers to visit the location and fully understand the development and environment within which they will be supporting.

Each Supplier is responsible for:

- Gathering requirements from FPU.
- Developing detailed logical and physical diagrams for all network designs.
- Designing review with FPU for approval and sign off
- Developing detailed project plans.
- Project plan review with FPU for approval and sign off.
- Managing the project.
- Ordering, installing, configuring, and testing all media, equipment, software, and programs. (This is a turn-key proposal.)
- Providing a detailed “as built” document and any other material related to the design, supporting, and management of the internet communications network.
- Thoroughly documenting all implemented configurations and provide to FPU.
- Turning over all documents upon completion.

Connectivity Requirements

Network connective requirements will include a minimum of 1000 Mbps for each Demark with an excess capacity to 10000 Mbps without new infrastructure. The university anticipates growth and bandwidth demands exceeding the 1000 Mbps in the very near future.

Proposal responses should include the capacity to transport: Voice over IP, Video on Demand, distance and e-learning, which all lead to increased capacity requirements, with an aggregate capacity exiting the services provider solution of at a minimum of no more than 5:1 over-subscription. For example, if the total aggregate available capacity of the service cloud is 25Gig, then the 5 Gig would be the requirement for exiting the service provider solution at each of the redundant locations. Failure to provide this requirement will result in no further evaluation of the proposal.

Minimum Performance Requirements

If supplier cannot meet the 1000Mbps through 10000Mbps for both Demark connections, consistent carrier-grade throughput capacity, the proposal will not be considered for further evaluation.

- Scalability/On-Demand Capacity - minimally to 100 MBPS, but preferably to 1000 MBPS

Hardware and Software

FPU is seeking a broadband internet service solution that will meet the stated objectives as specified herein the FPU required standard hardware is Cisco ASA5500, Cisco 6500, and Cisco 3850X series firewalls, switches and routers. All provided equipment must conform and be compatible for service with these devices without any hardware or software modifications, aside from configuration of protocols, addresses, and filters. In other words, there will be no third party software or hardware solution inserted between the Supplier's equipment and the FPU Firewalls and routers.

All equipment and configurations must be compatible with IPv4 and IPv6. The initial implementation will be IPv4.

Additional Requirements.

Selected Supplier will organize and submit for the university to obtain an ARIN Internet Number complete with a class C (/24) network addresses. Network will leverage load sharing and be configured with Border Gateway Protocol to maintain load sharing and continuity in case of network failure and disaster recovery. Supplier will coordinate and work with FPU staff and other vendors to configure and test solution.

FLR Requirements

Supplier will provide connectivity for access to the Florida Lambda Rail, which will come at a later date than go live for internet access. The supplier will accommodate connection speeds of up to 500 Mbs minimum and expandable to 1000 Mbs.

Supplier must provide description of the plan to achieve this connectivity.

Supplier must incorporate options and associated expenses for providing this connectivity.

Telecommunication / Trunking

a. Voice/Telecommunications Requirements

This section of the ITN outlines the requirements for voice communications. FPU is requiring the Supplier to be a qualified and experienced telecommunications service provider and to submit their proposal for providing PRI and/ IP Trunking (Preferred) to the university's Cisco Call Manager PBX. Ideally these redundant connections will be provided via the carriers independently owned network and not outsourced or resold through a separate carrier.

b. Capacity

The capacity of these voice lines will accommodate at least 500 users scalable to 1000. The provider will be responsible for providing a block of Direct Inward Dialing numbers (DID) of at least 1000 telephone numbers. In addition, the supplier will have to port the existing numbers (less than 50) into the network.

Unlimited local and long distance should be provided at no charge. International dialing must also be allowed and price should be denoted. The time of this contract will coincide with the redundant internet communications services.

It is the goal of the university to place a Call Manager Subscriber at the co-location data center and be the recipient of phone calls should communications with the campus is interrupted. A detailed plan of how this will work must be provided.

FPU Seeks 99.999% uptime for network. Detailed history report reflecting this level of service must be provided along with a 1 hour response time for outages and 4 hour response time for other issues.

c. E911

The solution must provide E911 caller identification for emergency response. This information will be calling number, Building Name, Room Number, and Street Address.

High Definition Television

a. Minimum Requirements

The University requests to distribute “Basic” and “High Definition” television to locations in and around campus. The university is installing a Cable over Unshielded Twisted Pair to handle distribution to public and classroom areas. These Public areas include:

- Lounges (6)
- Meeting Rooms (6)
- Conference Rooms (4)
- Common Space (6)

It is FPU’s intent to position itself to take advantage of existing and future opportunities and technologies in video communications including High-definition (HD), video on demand (VoD), pay-per-view (PPV), and digital video recording (DVR) capabilities.

All services will be provided via the CATV Service provider’s head end. Additional local origination programming will be added and possible distributed into the community.

Access to the on campus residence housing is undetermined at this time, however, providers should be able to accommodate those additional connections should they be requested; as many as 1000 at full build-out. It would be preferred not to have cable boxes in order to provide the services to these spaces.

Students may opt to purchase separate services on their own. The University will not be responsible for these services, payments, administration, or maintenance. Processes should be in place that would prohibit unauthorized persons from ordering PPV broadcasting without prior approval from the University.

b. Channel Line-Up

The Television cable line-up will consist of at least 70 channels. It must include the following line-up at a minimum:

- ESPN, ESPN2, Sun Sports, ESPNU, Fox Sports, and ESPN News
- CNN, Fox News, MSNBC, CNBC
- History, A & E, and Discovery
- ABC, CBS, NBC, the Florida Channel, Weather Channel, PBS, and Fox
- At least two available channels for university broadcasts
- A programming guide channel

c. Other requirements

The Supplier will provide a help desk for problem resolution 7 days a week, 24 Hours a day and will take measures necessary to correct service and delivery in a timely fashion.

At the time of award, the service provider will make measurements at the point of demarcation to provide baseline measurements for future proof of performance throughout the term of this contract.

Measurements will be made at the following points:

- Provider’s incoming signal to campus head end

- Output of campus head end/input to campus distribution; total broadband signal (Provider + local origination)
- Output of campus head end to CoBG/TW

As a portion of this ITN, Supplier will provide FPU with colocation services in a Tier III Minimum Data center location. The Supplier will accommodate no less than 3 Full size equipment cabinets but be scalable to accommodate rapid growth, access to the network, FLR, and Trunking. The University will locate backup servers, Communications and Voicemail, and Domain Controllers to this location. It must be accessible by university staff 24 hours a day, 7 Days a week.

Minimum Performance of the Co-Location:

- A *high-availability* enterprise data center facility located in a virtually disaster free location.
- Proven methodology for preventive and predictive maintenance on all systems and components that support *high-availability services* for our customers; mitigating or eliminating Mean Time Before Failure (MTBF).
- 24X7X365 Operations conducted with *process discipline and procedural compliance*; controlling, mitigating or eliminating slow response time and errors.
- Industry leading Service Level Agreements (SLAs) including:
 - 100% Power Delivery and Availability
 - 100% HVAC and Environmental Control and Availability
 - 100% Managed Internet Access Availability
 - Guaranteed Technical Response Times
 - Guaranteed Multi-layered Physical Security and Customer Secured Access 7x24x365
- Proven methodology for integrating and supporting large scale deployment projects.
- The highest quality of support 24 hours a day 7 days a week 365 days a year.
- SSAE 16 Type II compliance

ITN Specification Definitions - these are in addition to the defined terms set forth in section 5.0 below.

Availability -Service is operational when Issuer needs it.

BLSR - Bi-directional line-switched fiber optic rings for network fault tolerant operations.

Burstable - also burstable - see Scalable

CATV - Cable Television

Cut-Over - The point in time and operations when the services requested for bid hereunder are activated as the network for Issuer's Internet Access.

Dedicated Service - A service that is always on and at the disposal of Issuer.

Demarcation Point - The network termination point within Issuer's facilities.

DS3 - A circuit with speeds up to 44.736 MBPS.

Fees - Any and all charges of every type and amount to be made to Issuer under a contract arising out of this ITN.

FLR-Florida Lambda Rail

GHz – gigahertz

Hot Swap-Out - The ability to swap a failed piece of equipment or network element with one that works in near real time (under 30 minutes).

KBPS - Thousands of bits per second.

LMDS - Local Multipoint Distribution Service - A fixed wireless broadband communication service operating between 28 to 38 GHz in the US.

MBPS - Millions of bits per second.

MHz - megahertz.

MTBF - Mean Time Between Failures - as used herein, this term relates to both a statistical estimate of this measurement as well as a discrete measure of network failures, or disruption of customer service, over the preceding twelve-month period.

MTTR - A statistical estimate of the time to repair customer service to the level contracted for.

NOC - Network Operations Center

Non-Performance - Network or equipment operations and connectivity that do not meet the contractual obligations of Respondent.

On-Net - The amount of customer traffic originating and terminating solely on Respondent's network.

Peerage - A contractual relationship of parties by which each provides to the other open interconnectivity of equivalent capability between the parties' respective networks.

Performance - Network or equipment operations and connectivity which meet Availability and Reliability requirements.

POP(s) - Point of Presence. Locations in the network where Respondent's network interconnects with other provider networks.

Proposal - Respondent response to this ITN.

Quality of Service (QoS)- A standard of performance meeting the requirements of Reliability, Availability, Redundancy, Latency, Service and Repair.

OC3, OC48, OC96 - Fiber Optical Cable with a capacity to carry 155 MBPS, 2488 MBPS, and 4976 MBPS respectively.

On-Demand - see Scalable

Reliability - trouble free operations 99.999% of the time.

Respondent (a/k/a vendor, a/k/a proposer) - Party to which this ITN is sent and, which in turn, the responds to the ITN with a response (a/k/a proposal) delivered to Issuer.

Redundancy - Duplicate circuits, routes, and equipment which insures fault tolerant operations.

Remote User - An employee or authorized Issuer network user not physically located at Issuer's location.

Section - Each numbered paragraph in this document and the information following it until the next numbered paragraph begins.

Scalable - Interchangeable with the terms On-Demand and Burstable. Indicates Issuer's ability to contract for services of varying speeds and throughput for a varying scale of Fees, dependent on the varying demand requirements for speed and throughput from time to time with an upper limit on speed and throughput set at 100 MBPS.

24/7 - Operations and /or real-time immediate customer maintenance and support on a twenty-four hour a day, seven day a week basis.

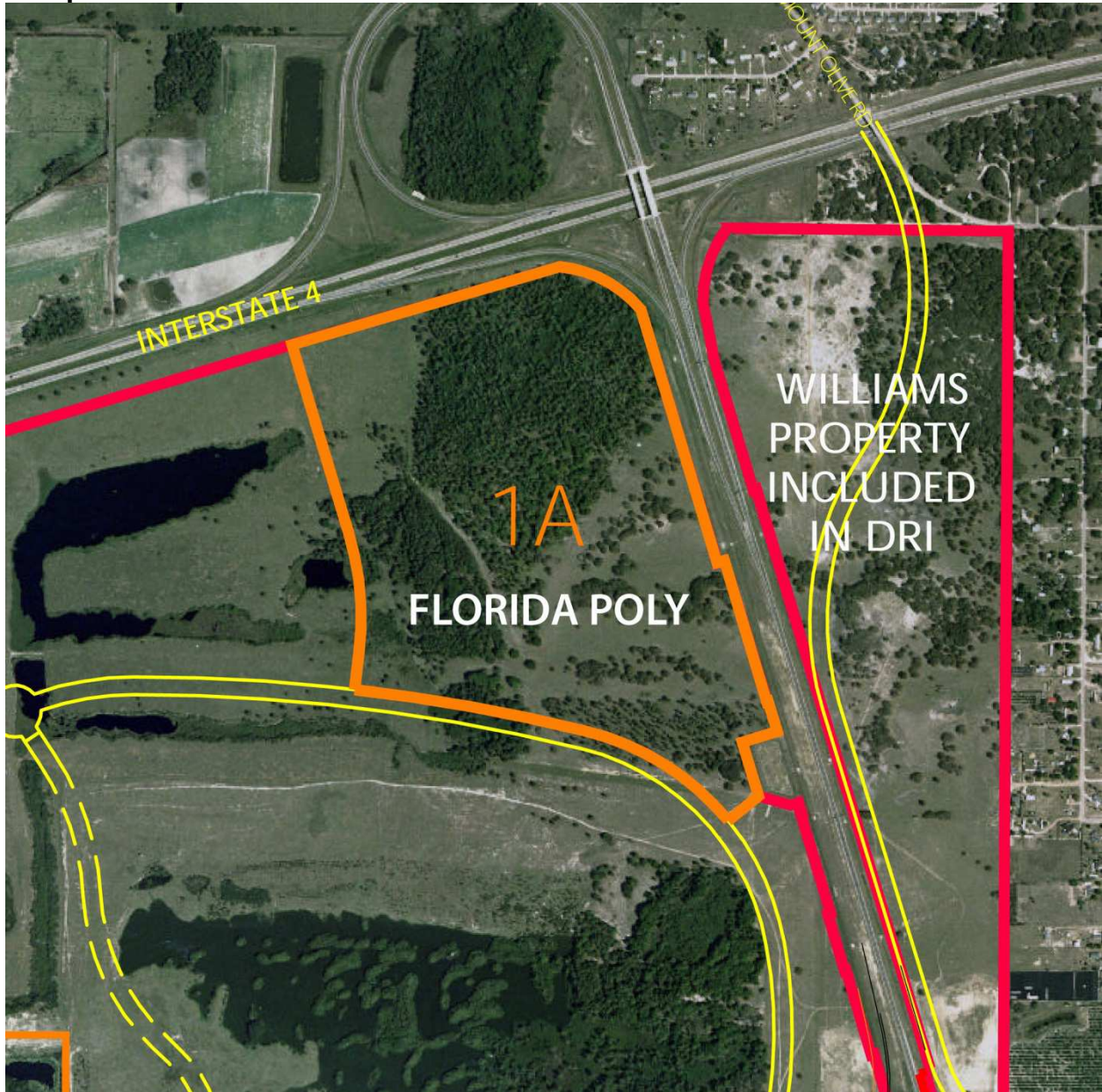
T-1 - a circuit with speeds up to 1.544 MBPS.

Throughput - The effective rate of speed for traffic over Issuer's and Peered networks, if any, utilized for Issuer's traffic.

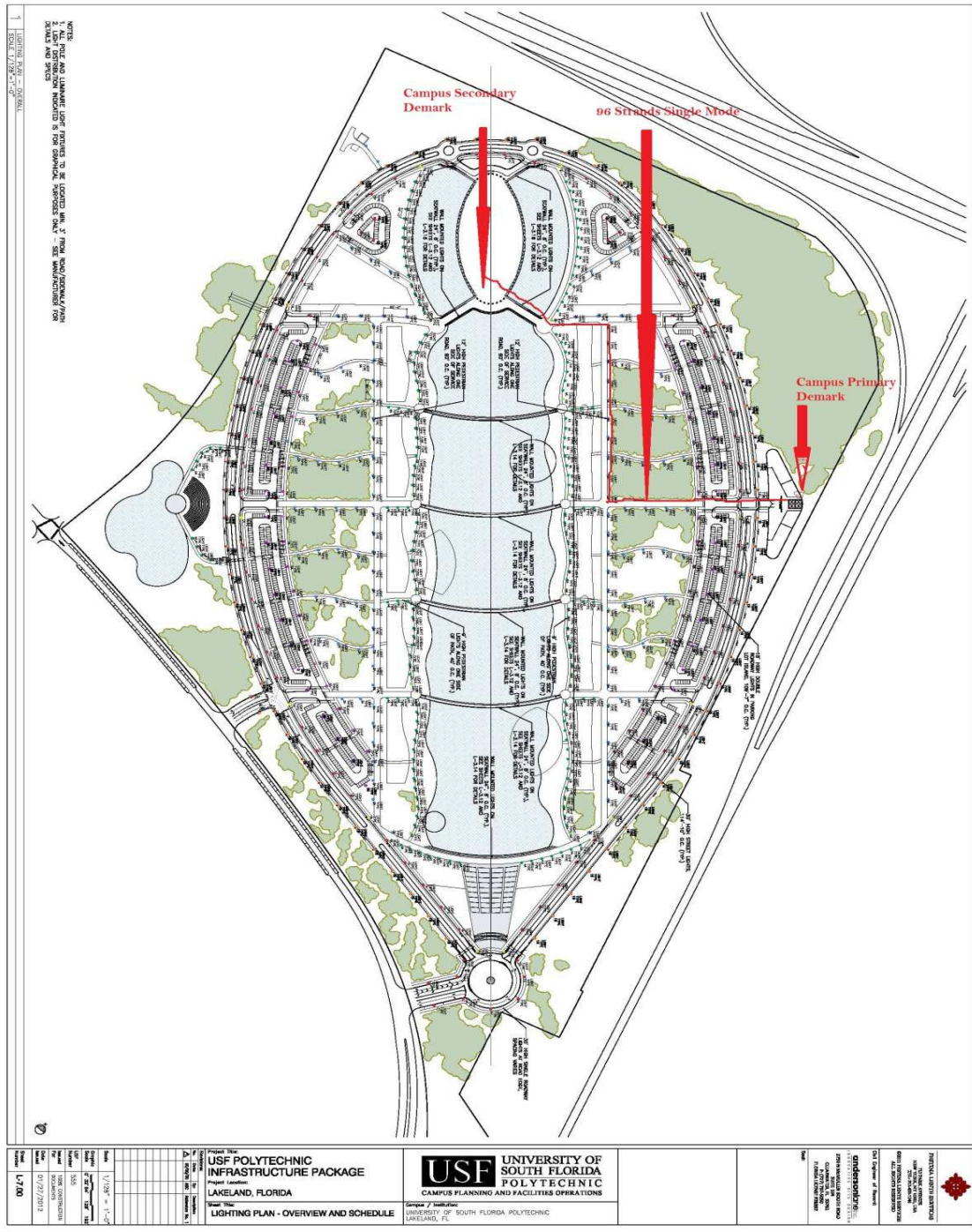
Vendor - see Respondent

xDSL - Any Digital Subscriber Loop solution which exceeds 128 KBPS.

Campus Aerial



Campus Demark Locations



1.3 Term of Agreement

The term of this Agreement will be for an initial period of ten years from the effective date of the agreement with an option to renew based on satisfactory performance and the written approval of both parties for up to two (2) additional one (1) year periods.

1.4 University Demographics

FPU is the 12th State University. Its focus is on delivering a world class education in the Science, Technology, Engineering, and Math (STEM) fields of learning and practice. The campus is scheduled to be occupied the early spring of 2014 with classes beginning that fall. It is anticipated that the University will support approximately 300 students and 60 Faculty/Staff Combinations upon its opening. The future growth is anticipated to reach at least 2000 persons on campus by 2025.

1.5 Current Environment

The State of Florida has embarked on a mission to build a new polytechnic university in Lakeland, Florida, central to Tampa and Orlando. The university master plan was developed by Santiago Calatrava and incorporates a planned campus of approximately 5,000 students at full build. The campus, located right off Interstate 4 and the Polk Parkway, is three parcels: 1, 2, and 3 respectively. These properties are approximately 180 acres for parcel one, and 300 more acres combining parcels 2 and 3, located just southwest of the main gate onto the main campus.

Construction for the first building; Innovation, Science, and Technology (IST, 160K Sq. Feet) building has already begun and will be the primary teaching facility for the very near future. In addition to the IST, there are three other buildings planned to be constructed with each being complete about the same time as the IST. The other 3 buildings include: A Temporary Central Utility Plant (CUP, 4100 Sq. Feet), the first residence hall (RH, 10K Sq. Feet), and a Wellness Center (WC, 100K Sq. Feet) that will serve as a student union and student commons. In total, there will be approximately 275K Sq. Feet constructed for phase one.

Infrastructure on Campus. FPU is currently installing:

- 4 x 4in. Conduits (pathways) with excess capacity for expansion connecting all buildings on campus.
- 96 strands of Single Mode Fiber between buildings or can be fully ringed around campus.

Providers currently on Campus:

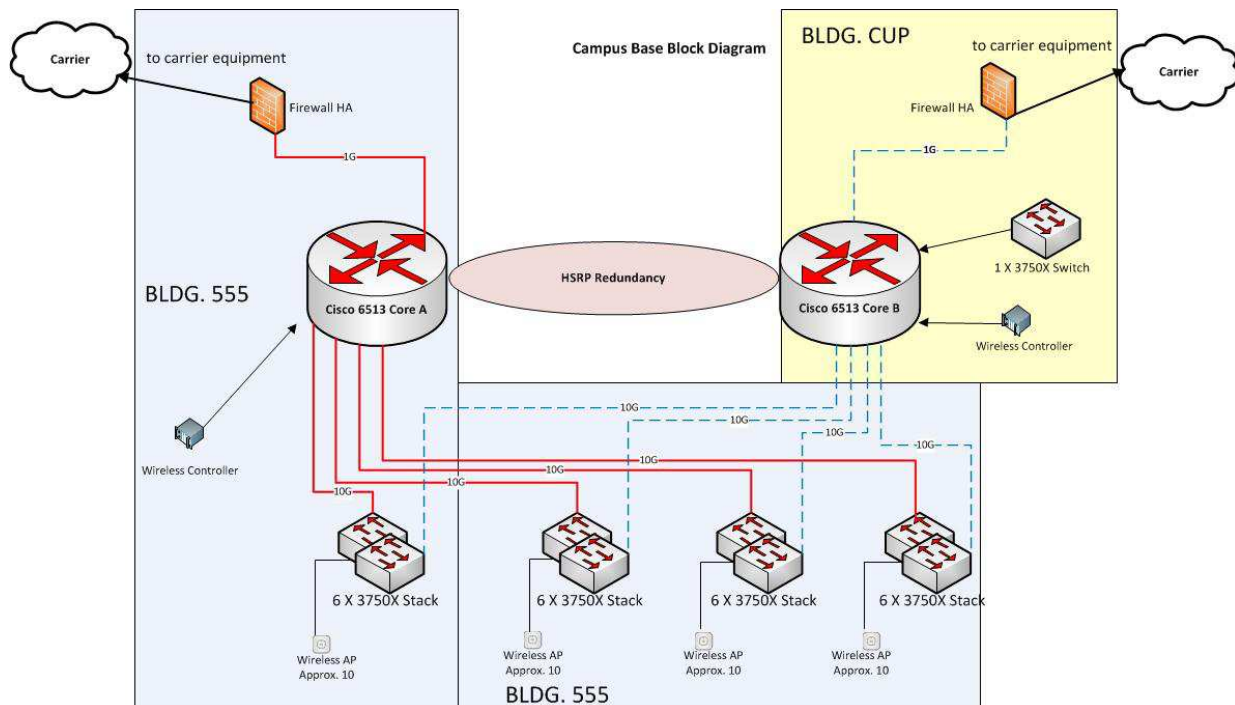
- Verizon – Optical
- TECO – Electric

Network:

The buildings on campus are under construction. Those buildings are:

- Innovation Science and Technology Building (Bldg 555, Main Classroom and Research Building and Secondary Demark)
- Central Utility Plant (Chilled water system, Network Operations and Monitoring, and Primary Demark)
- Student Housing (120 -240 Beds)
- The campus network will be based on a Cisco Networks platform. There will be a FPU Provided Cisco ASA5500 with IP Security located at the Primary Demark within the Central Utility Plant and also a FPU Provided Cisco ASA5500 with IP Security located within the main communications

room of the IST. The voice system is a FPU provided Cisco Call Manager with Unified Messaging. The edge switched network is the Cisco 3850 platform with 10 Gb backbone, redundant connections. There are Cisco 6513 chassis Switches located in the CUP and the IST main communications rooms respectively.



Within the Campus Control Center, there is a communications room that is air cooled and supported by UPS and backup generator. This communications room is sized to accommodate up to 14 full size cabinets.

2.0 EVALUATION PROCESS AND METHOD OF AWARD

2.1 Method of Award

The evaluation of each response to this ITN will be based on its overall competence, compliance, format, and organization. The Award shall be made to the responsive and responsible vendor whose proposal is determined to be the most advantageous to the Florida Polytechnic University taking into consideration the following evaluation criteria listed below. Pricing may be a criterion. However, the University is under no obligation whatsoever to select as most responsive the proposal that demonstrates the lowest pricing.

The contract will consist of the University's ITN, the proposal with any and all revisions, award letter, purchase order, and the signed agreement between the parties, as stated in that agreement.

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

General Criteria

- 2.1.1 Completion / signed Certification of Proposal form, and/or signed and completed acknowledgement forms for any addenda issued. Tab 1
- 2.1.2 An executive summary of the vendor's proposal, including brief descriptions of the company's expertise procuring a contract the size and scope described in the ITN, and how the vendor plans to address the University's requirements. Tab 2
- 2.1.3 Contact name(s) and title(s) of the individual(s) responsible for the company's proposal and negotiation during this ITN process. Please include the Organizational chart beginning with your account management team through CEO of your company. Tab 3
- 2.1.4 Number/Size of Clients in the Local Area Currently Being Served. Tab 4
- Supplier must have demonstrated successful service performance on projects of a similar size to that requested within the proposal, providing at least five minimum complete projects.
 - Vendor is registered and licensed to work in the State of Florida
 - Past References
- 2.1.5 Demonstrated ability to meet ITN Requirements Tab 5
- The overall goal is to provide connectivity for a state of the art campus with a mission of STEM based education. The campus is growing and extremely focused on technical advancements. Demonstration to grasp the mission and objectives of the university and becoming a partner is critical. Supplier must provide the university with its future plans to support the growth of the institution, provide their own vision for their operations and future plans, and where they are planning to focus their research and development efforts for the future.
- 2.1.6 Describe any financial considerations and flexibility of the vendor (Creative pricing (e.g. multiyear contract discount, process improvements, incentives for early payment) Tab 6

High Speed Internet Criteria

- 2.1.7 Proposed fiber optic topology (redundant ring, ring, mesh, etc.)
Tab 7,8,9,10,11,12,13,&14
- Describe in detail the backbone and per-link bandwidth of the proposed solution and how redundancy is achieved. Tab 7
 - Describe use of Network Multiplexing, including link and type of multiplexing (if used). Tab 8
 - Provide redundancy details with maps. Tab 9
 - Describe the equipment to be issued and type of hand off to FPU Tab 10
 - Describe the scalability and cost effectiveness of proposed approach. Tab 11
 - Reliability Tab 12
 - Performance Tab 13
 - Availability Tab 14
- 2.1.8 Service / Support Tab 15

- Quality of Service (QoS)
- Redundancy
- 60 Minute Response Time on Site by certified technician
- 24/7 Support
- Network Configuration
- On Net Traffic and Peering
- Record of Service Delivery

Telecommunications Criteria

- 2.1.9 Detail history report reflecting this level of service to include your SLA and a 1 hour response time for outages and 4 hour response time for other issues. Tab 16

High Definition Television Criteria

- 2.1.10 Describe your proposed channel line up to include at a minimum the following: ESPN, ESPN2, Sun Sports, ESPNU, Fox Sports, and ESPN News, CNN, Fox News, MSNBC, CNBC, History, A & E, and Discovery, ABC, CBS, NBC, the Florida Channel, Weather Channel, PBS, and Fox Tab 17
- Describe your proposed delivery method of providing the signal throughout campus and the scalability and cost effectiveness of proposed approach Tab 18
 - Please provide your Service Level Agreement (SLA) and describe five longest times in the last twelve months it took to restore service to the level contracted for. Tab 19

Off-Campus Server-Business Continuity Location Criteria

- 2.1.11 Provide description of services of being proposed, security of facility along with redundancy/reliability capabilities. Tab 20
- 2.1.12 Total Costs of Services: Suppliers will be evaluated on total costs and additional value added propositions. All of which must be clearly stated. Tab 21

2.2 Selection, Negotiation, Additional Information

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

2.3 Pre-Award Presentations

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

2.4 Pre-Award Negotiations

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

- Resolving minor difference and typographical errors
- Terms and conditions
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from vendors
- Obtaining the lowest and best pricing and/or revenue agreement

2.5 Notice of Proposal Protest Bonding Requirement

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

2.6 Contractual Intent/Right to Terminate and Recommence ITN Process

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

2.7 Effective Period of Proposals

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

2.8 Proposal Acceptance/Rejection

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

2.9 Errors and Omissions in Vendors Proposals

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

2.10 Determination of and Information Concerning Vendor's Qualifications

The University reserves the right to determine whether a vendor has the ability, capacity, and resources necessary to perform in full any contract resulting from this ITN. The University may request from vendors information it deems necessary to evaluate such vendors' qualifications and capacities to deliver the products and/or services sought hereunder. The University may reject any

vendor's proposal for which such information has been requested but which the vendor has not provided. Such information may include but is not limited to:

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

2.11 Apparently Conflicting Information Obtained by Vendor

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

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

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

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

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

2.14 Public Record

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

3.0 SCHEDULE OF EVENTS

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

5/03/2013	Issuance of ITN
5/15/2013 – 1:00 PM EST	Non-Mandatory Pre-proposal Conference
5/15/2013 – 2:00 PM EST	Mandatory Site Visits
5/24/2013 – 5:00 PM EST	Technical Questions/Inquiries Due
6/03/2013	Reponses to Inquires sent out
6/19/2013 – 3:00 PM EST	ITN Closes/Opening of Proposals
7/01/2013	Vendor Presentations Begin

3.1 Pre-Proposal Conference

A Non-mandatory pre-proposal conference will be held for interested vendors at

Date & Time: **5/15/2013 1:00 PM**
 Florida Polytechnic University
4700 Research Way
Lakeland, Florida 33803

The purpose of the conference is to provide for questions and answers regarding terms, conditions, or specifications of the ITN. Answers to any questions that might arise will be in the form of Addenda to the Invitation to Negotiate, prior to the proposal opening. All such revisions must be acknowledged by signature and returned with the proposal.

The Purchasing Coordinator may choose to call for additional pre-proposal conference(s) if, in the sole judgment of the Purchasing Coordinator, there is a need for such conference(s) in order to promote competition.

3.2 Mandatory Pre-Proposal Site Visit

A mandatory pre-proposal site visit may be held for vendors who intend to respond to this ITN. The purpose of the site visit is to acquaint the vendors with the conditions under which the work must be performed. The University will not be responsible for additional compensation if the vendor does not acquaint themselves with all the available conditions and information nor shall it relieve the vendor from any responsibility for properly performing the work.

Date & Time: **5/15/2013 2:00 PM**
 Florida Polytechnic University
4700 Research Way
Lakeland, Florida 33803

3.3 Special Accommodations

If special accommodations are needed in order to attend a pre-proposal meeting or a proposal opening, contact Cheri Spitzer or email at cspitzer@ufl.edu three (3) business days prior to pre-proposal meeting or proposal opening.

4.0 PROPOSAL RESPONSE AND PREPARATION INSTRUCTIONS

Proposals must be delivered sealed to:
 University of Florida
 Purchasing Services
 971 Elmore Drive
 Gainesville, FL 32611-5250
 on or prior to **6/19/2013 3:00 PM**.
 ITN13RL-133

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

It is the vendor's responsibility to assure that the proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. The University shall not accept proposals received by facsimile or email. The University shall, at the specified closing date and time, open all proposals that are otherwise in order. The University will allow interested parties to attend such opening for purposes of identifying which vendors have responded. The University will make no immediate decision at such time, and there will be no

disclosure of any information contained in any proposal until the earlier of (i) the time University provides notice of a decision or intended decision, or (ii) 30 days after the final competitive sealed proposals are all opened, whichever occurs earlier, vendor proposals become public record. When multiple solicitations have been scheduled to open at the same date and time, the University will open solicitations that have interested individuals present in sequential order by solicitation number. The University will hold unopened any proposals received after the closing date and time, and will not consider such proposals. The University reserves the right to retain or dispose of such proposals at its discretion; however, the University may return such proposals to their related vendors, but only at such vendor's request and at no cost or expense whatsoever to the University.

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

4.1 Proposal Format Organization

4.1.1 Response Format

- Submit one (1) copy of the initial response on PC compatible media (CD/DVD or USB flash drive), preferably in Word® and/or Excel®.
- The original response must contain the original manual signature of the authorized person signing the proposal, and any required additional data.
- The outer carton of the response must display clearly and conspicuously the following identifying information, The ITN number, name and due date and is sealed; Submit one (1) original and three (4) copies of the vendor's proposal in hard copy form.
- The offer's response must include the information and required submittals described, tabbed and numbered as shown below, with all information appearing in the Tab in which it was requested.
- Questions and requests for information may not be rearranged, regrouped, or divided in any way.
- All information and required submittals requested MUST BE in hardcopy and included in your written response.

Failure to adhere to this condition may cause your response to be rejected without further evaluation. Information submitted that is not requested by the University may be considered to be supplemental, not subject to evaluation by the committee members.

- Tabular / Paginated Format:
- **General Information Responses**
 - **Tab 1:** Completed and signed Certification of Proposal form, and/or signed and completed acknowledgement forms for any addenda issued.
 - **Tab 2:** A one to two page executive summary of the vendor's proposal, including brief descriptions of the company's expertise procuring a contract the size and scope described in the ITN, and how the vendor plans to address the University's requirements.
 - **Tab 3:** Contact name(s) and title(s) of the individual(s) responsible for the company's proposal and negotiation during this ITN process. Please include the Organizational chart beginning with your account management team through CEO of your company.
 - **Tab 4:** A listing of the company projects/customers similar in size and scope to the services described in the ITN, both current and past customers. This list must include the name, address, telephone, and email address of the client contract administrator. If

applicable, please list examples of services rendered in the State of Florida, particularly within institutions of higher learning.

- **Tab 5:** Explain your company's approach and the methodology to be applied in obtaining the overall goals of this ITN. Provide a thorough explanation of products, methods, staffing, oversight, safety training, background checks, quality review, and other aspects of a successful implementation project.
- 3 **Tab 6:** Please describe any financial considerations and flexibility of the vendor (Creative pricing (e.g. multiyear contract discount, process improvements, incentives for early payment))

High Speed Internet Responses

Tab 7: Describe in detail the backbone and per-link bandwidth of the proposed solution and how redundancy is achieved.

Tab 8: Describe use of Network Multiplexing, including link and type of multiplexing (if used).

Tab 9: Provide redundancy details with maps.

Tab 10: Describe the equipment to be issued and type of hand off to FPU

Tab 11: Describe the scalability and cost effectiveness of proposed approach.

Tab 12: Reliability: (include MTBF information, and describe your 5 largest network failures for the preceding year - including geographic area and extent of failure of each)

Tab 13: Performance: Please cite the five longest times in the last twelve months it took to restore service to the level contracted for.

Tab 14: Availability (include MTTR information)

Tab 15: FPU seeks 99.999% reliability and availability for the network and equipment with no more than a 100 millisecond round trip transit time in the U.S. during the hours of 7:00 AM to 10:00 PM Eastern Time seven days a week. At all other times network availability and reliability of 99.99% is acceptable. Moreover, in the unlikely event of any network failure affecting Issuer under a contract for services arising out of this ITN, Issuer values highly a guarantee of redundancy, zero down time, and rapid repair. Please insert after each item below your policy, guarantee, fee, or description:

- Quality of Service (QoS)
- Redundancy
- 60 Minute Response Time on Site by certified technician
- 24/7 Support
- Network Configuration
- On Net Traffic and Peering
- Record of Service Delivery

Telecommunications

Tab 16: FPU Seeks 99.999% uptime for network. Please provide a detail history report reflecting this level of service to include a SLA of a 1 hour response time for outages and 4 hour response time for other issues.

High Definition Television

Tab17: Please describe your proposed channel line up to include at a minimum the following: ESPN, ESPN2, Sun Sports, ESPNU, Fox Sports, and ESPN News, CNN, Fox News, MSNBC, CNBC, History, A & E, and Discovery, ABC, CBS, NBC, the Florida Channel, Weather Channel, PBS, and Fox

Tab 18: Please describe your proposed delivery method of providing the signal throughout campus and the scalability and cost effectiveness of proposed approach

Tab 19: Please provide your Service Level Agreement (SLA) and describe five longest times in the last twelve months it took to restore service to the level contracted for.

Off-Campus Server-Business Continuity Location

Tab 20: Include the description of services of being proposed, security of facility along with redundancy/reliability capabilities.

Tab 21: (Attachment – Pricing Proposal)

Multiple Proposals

Multiple proposals from a Supplier is permissible; however, each proposal must conform fully to the requirements for proposal submission. Each proposal must be submitted separately and labeled as Proposal #1, Proposal #2, etc., on each page included in the response. Proposals for individual sections of services are permissible should a corporation only be interested in supplying a single service; however, it is preferable to achieve a relationship with a single provider.

4.1.2 Bindings and Marking

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

4.1.3 Marking of Envelopes

Vendors shall ensure that the outer carton of the response must display clearly and conspicuously the following identifying information: ITN13RL-133

4.1.4 Proposal Costs

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

4.1.5 Faxes or Emails Not Accepted

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

4.2 Requirements of Proposer for Response

4.2.1 Original ITN Document

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

4.2.2 Vendor's Understanding of the ITN

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

4.2.3 University Provides Information in Good Faith without Liability

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

4.2.4 Verbal versus Written Communication

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

4.2.5 Questions, Communications and Inquires between the University and Vendors

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

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

Attn: Rob Luetjen
Telephone No: 352/392-1331
Facsimile No: 352/392-8837
E-mail Address: rluetjen@ufl.edu

Applicable terms and conditions herein shall govern communications and inquiries between the University and vendors, as they relate to this ITN.

Informal communications shall include, but are not limited to, requests from/to vendors or vendors' representatives of any kind or capacity, to/from any University employee or representative of any kind or capacity, with the exception of Purchasing Services, for information, comments, speculation, etc. Inquiries for clarifications and information that will not require addenda may be submitted verbally to the Purchasing Coordinator named, above, at any time.

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

- Inquiries for clarifications/information that will not require addenda may be submitted verbally to the Purchasing Coordinator named above at any time during this process.
- Verbal and/or written presentations and pre-award proposals under this ITN.
- Addenda to this ITN.

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

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

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

All addenda will be posted to our web site only:

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

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

4.2.7 Pricing and/or Revenue Proposal

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

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

4.2.8 Revisions to the ITN

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

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

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

4.2.9 Attention to Terms and Conditions

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

4.2.10 Required Signature

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

4.2.11 Authority to Negotiate

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

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

4.2.12 Collusion Prohibited

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

4.2.13 Improper Business Relationships/Conflict of Interest Prohibited

In connection with this ITN, each vendor shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between or among the vendor, the University, and any

other party to this ITN. The University reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not vendor disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

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

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

4.2.15 Performance and Payment Bond

To the extent the Successful Vendor will perform any improvements to FPU's property, the Successful Vendor shall provide and pay for the required performance and payment bond. Such bonds shall cover the faithful performance (100%) of the Agreement and the payment of all obligations (100%) arising thereunder, in such form as is contained in this ITN. The Successful Vendor shall deliver the required bonds to the University prior to the date of executing the Agreement. The Successful Vendor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power. Surety shall be a company licensed to do business in the State of Florida and shall be acceptable to the University. The bond amount shall be increased to include any change order added to the Agreement to one hundred percent (100%) of the total of each change order.

4.2.16 Anti-Kickback

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

4.2.17 Withdrawal of ITN

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

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

If the vendor needs to submit proprietary information with the proposal, the vendor shall ensure that it is enclosed in a separate envelope from the proposal and that it is clearly designated and conspicuously labeled as such.

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

5.0 DEFINITIONS

5.1 Agreement/Contract

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

5.2 Customer

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

5.3 May, Should

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

5.4 Must, Shall, Will

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

5.5 Proposal

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

5.6 Proprietary Information

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

5.7 Provider

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

5.8 Invitation to Negotiate (ITN)

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

5.9 Respondent

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

5.10 Response

Same as Proposal

5.11 Successful Vendor

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

5.12 Supplement Agreement

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

5.13 Supplier

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

5.14 Florida Polytechnic University, FPU or University

Same as Florida Polytechnic Board of Trustees, a public body corporate of the State of Florida; throughout the document the term FPU, Florida Polytechnic University is used interchangeably.

5.15 Vendor/Provider

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

5.16 Vendor/Provider's Proposal

Same as Proposal

5.17 Vendor/Provider's Response

Same as Proposal

6.0 AGREEMENT TERMS AND CONDITIONS

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

6.1 Actions of Successful Vendor

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

6.2 Advertising

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

6.3 Americans with Disabilities Act

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

6.4 Certification

By signature on the "Proposal Certification" form included under Section 7.0, the Vendor certifies that the submission on the proposal did not involve collusion or other anti-competitive practices. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic

opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. In addition, Vendor certifies whether or not an employee of the University has, or whose relative has, a substantial interest in any Agreement subsequent to this ITN. Vendor also certifies their status with regard to debarment, or suspension by any federal entity.

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

6.5 Conflict of Interest

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

6.6 Discrimination

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

6.7 Drug Free Workplace

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

6.8 Background Check

All workers of the Contractor who enter the FPU campus or office must have passed an employer background check and must not be listed on the Florida or National Sex Offenders Registry.

6.9 Equal Opportunity Statement

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

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

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

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

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

If you have already complied with the above, please indicate _____

6.10 Federal, State, and Local Laws and Regulations

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

6.11 Inspection and Audit

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

6.12 Liens

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

6.13 Modifications

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

6.14 Non-Discrimination

The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

6.15 Ownership of Documents

All drawings, maps, sketches, documents, records, programs, data base, reports and other data developed or purchased, under this Agreement for or at the University's expense shall be and remain the University's property, without restriction, reservation or qualifications. The Successful Vendor may retain copies necessary for recordkeeping documentation and all such other business purposes related to the Agreement. All materials and products produced shall be provided to the University upon expiration of this Agreement.

6.16 Sales and Use Tax

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

6.17 Sexual Harassment

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

6.18 Small Business Program

University is an equal opportunity institution and, as such, encourages the use of small businesses, including women and minority-owned small businesses in the provision of goods and services. Small businesses should have a fair and equal opportunity to compete for dollars spent by the University. Competition ensures that prices are competitive and a broad vendor base is available. Vendor shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses.

6.19 Tobacco Free Campus Policy

Florida Polytechnic University campus is a tobacco-free campus. The use of cigarettes or other tobacco products in FPU buildings, parking lots, or in vehicles in these areas is prohibited. The successful vendor is expected to respect this smoke free policy and fully comply with it.

6.20 Sustainability Preferences

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

6.21 Assignment-Delegation

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

6.22 Assignment of Anti-Trust Overcharge Claims

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

6.23 Date for Reckoning Prompt-Payment Discount

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

6.24 Force Majeure

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

6.25 Furnish and Install – N/A

6.26 Indemnification/Hold Harmless

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

6.27 Insurance Requirements

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

scheduled to expire. **Please note that the Florida Polytechnic University must be named “additional insured” on automobile and general liability policies.**

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

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

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

6.28 Protection of Property

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

6.29 Labor Disputes

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

6.30 Laws and Regulations

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

6.31 No Replacement of Defective Tender

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

6.32 No Waiver of Right by the University

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

6.33 Notice to Vendors of Asbestos-Containing Materials in University Buildings

Asbestos containing materials (ACM) can be found in almost any building in the United States more than 10 years old. Florida Polytechnic University is no exception. The types of asbestos most

commonly found are pipe and boiler insulation, fireproofing, hard panels known as "Transite", floor tile, and spray or trowel-applied ceiling finishes. ACM is generally not hazardous if left undisturbed.

The University has implemented an Asbestos Program to assure safe management and removal of ACM. Vendors, consultants, and other's providing service to the University may encounter ACM and must, therefore, comply with the following instructions:

- A. Avoid disturbing suspected ACM. Exercise caution and watch for possible ACM.
- B. If it is necessary to disturb ACM, first notify the appropriate Division Asbestos Representative listed in this notice, or the Florida Polytechnic University Asbestos Coordinator, before proceeding with your work. You shall take whatever precautions are necessary to protect humans' health and the environment, and comply with all applicable Federal, State, and Local laws pertaining to asbestos.

6.34 Parking and Identification Badges.

The Successful Vendor shall obtain all parking permits and/or decals that may be required while performing project work on University premises. The Successful Vendor should contact Transportation and Parking Services at 352-392-2241.

6.35 Payment Terms

The University's obligation is payable only and solely from funds appropriated for the purpose of the Agreement. Unless otherwise stated herein, the payment terms for the Agreement are Net 30 days. VENDOR OMBUDSMAN: The University's vendor ombudsman whose duties include acting as an advocate for vendors may be experiencing problems in obtaining payment(s) from the University may be contacted at 352-392-1241.

6.36 Price Adjustment

Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Agreement period, and shall be supported by written evidence of increased costs to the Successful Vendor. The University will not approve unsupported price increases that will merely increase the gross profitability of the Successful Vendor at the expense of the University. Price change requests shall be a factor in the Agreement extension review process. The University shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University.

6.37 Prior Course of Dealings

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

6.38 Prison Rehabilitative Industries

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

6.39 Public Entity Crime

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

6.40 Public Records

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

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

6.41 Referencing of Orders

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

6.42 Remedies and Applicable Law

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

6.43 Right of Inspection

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

6.44 Right of Offset

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

6.45 Shipment Under Reservation Prohibited

Successful Vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.

6.46 Specifications: Brand Name or Acceptable Alternate

Where in these specifications reference is made to materials, trade names, catalog numbers or articles of certain manufacture, it is done for the sole purpose of establishing a basis of a comparable standard of quality, performance, characteristics desired and is not intended to limit or restrict competition. It shall be understood that such method of specification description is not intended to exclude other processes, similar designs, or kinds of materials, but is intended solely as a means of establishing a standard of comparison to be utilized for solicitation evaluation purposes. Other material or product may be used, if in the sole opinion of the University, they are equal in durability, quality and of a design in harmony with the intent of these specifications. Such other material or product which is substantially equivalent to those specific brand(s) specified shall qualify for solicitation evaluation and award consideration by the University. The University reserves the right to reject any substitute material or product which, in its opinion, does not meet the standard of quality established by reference in these specifications and is not considered an acceptable alternate for the intended use and purpose. The burden of proof as to meeting the requirements of these specifications shall be the responsibility of the submitting vendor. Such proposer(s) who is offering any material or product other than the item(s) specified herein must submit with their solicitation response catalog cuts and detailed specifications which will completely describe the item(s) on which they are offering for an acceptable alternate determination by the University. Where the proposer proposes to substitute a material or product which is not known to the University, he/she shall be prepared to submit samples on request for the University's inspection and evaluation. The cost of transportation, both ways, of such samples shall be borne by the submitting proposer.

6.47 Successful Vendor to Package Goods

Successful Vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Successful Vendor's name and address; (b) Consignee's name, address and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Successful Vendor shall bear cost of packaging unless otherwise provided.

6.48 Termination

6.48.1 Convenience

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

6.48.2 Default

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

Successful Vendor shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services.

6.48.3 Gratuities

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

6.48.4 Insolvency

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

6.48.5 Lack of Funds

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

6.48.6 Stop Work Order

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

6.48.7 Suspension or Debarment

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

6.48.8 Continuation of Performance Through Termination

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

6.49 Sub-Contractor and Contractor Affidavit

All Sub-Contractors shall be bound by all requirements and specifications as stated and required within this ITN. The Contractor Affidavit must be submitted for the contractor and all sub-contractors.

6.50 Title and Risk of Loss

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

6.51 Warranties

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

6.52 Payment Card Industry Data Security Standard.

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

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

7.0 Certifications and Forms

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

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

This proposal is submitted in response to Invitation to Negotiate 13RL-133 issued by the Florida Polytechnic University. The undersigned, as a duly authorized officer, hereby certifies that

_____ (Vendor Name)

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

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

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

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

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

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

Name _____ Title _____

Signature _____ Date _____

Email _____

Name _____ Title _____

Signature _____ Date _____

Signature of Authorized Officer _____ Date _____

Printed Name _____ Email _____

ITN13RL-133

Closing Date: 06/19/2013

Closing Time:3:00 PM/ET