



PROCUREMENT

FLORIDA POLYTECHNIC
UNIVERSITY

INVITATION TO NEGOTIATE
ITN 26-002
CLOUD-MANAGED TELEPHONY UTILIZING
MICROSOFT TEAMS DIRECT ROUTING

Issue Date: June 6, 2025

Due Date: June 25, 2025; 2:00 PM (ET)

4700 Research Way
Lakeland, FL 33805

Table of Contents

1.0 Overview	4
1.1 Definitions.....	4
1.2 Objective	4
1.3 Scope of Work and Deliverables	4
1.4 ITN Schedule.....	6
1.5 University Environment	7
2.0 Proposal Instructions.....	9
2.1 Proposal-General Information	9
2.2 Proposal- Required Tab Contents.....	9
2.2.1 Tab A: Essential Documents	9
2.2.2 Tab B: Executive Overview of Respondent	10
2.2.3 Tab C: Service/Goods Description	10
2.2.4 Tab D: Financial Proposal	11
2.2.5 Tab E: References and Experience Overview	11
2.2.6 Tab F: Trade Secret Certification	11
2.3 Submission Instructions	12
3.0 Process	13
3.1 Authorized University Representative	13
3.2 Respondent Communications and Inquiries.....	13
3.3 Restricted Respondent Communications	13
3.4 Addenda	13
3.5 Opening of Proposals.....	13
3.6 Responsive Determination.....	14
3.7University Rejection of Proposal	14
3.8 Withdrawal of Proposal	14
3.9 Protest- Intent to Award.....	14
4.0 Selection Process.....	15
4.1 Evaluation Criteria	15
4.2 Evaluation Process and Evaluation Committee	15
4.3 Determining Preferences	15
4.4 Negotiation Team	15
4.5 Contract Award	16
4.6 Commencement of Work.....	16
5.0 Terms and Conditions -Competitive Solicitation Process.....	18

6.0 Terms and Conditions- Special..... 21

7.0 Supplemental 22

Attachment A- ITN Certification Form (Affidavit)..... 23

Attachment B- Contract Terms and Conditions..... 26

Attachment C- Requested Deviation or Exemption Form..... 35

Attachment D- Trade Secret Affidavit..... 37

Attachment E- Certificate of Non-Segregated Facilities..... 39

Attachment F- E-Verify Certification 42

1.0 Overview

1.1 Definitions

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

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

Respondent– Anyone who submits a proposal in response to this ITN or their duly authorized representative.

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

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

1.2 Objective

The Florida Polytechnic University Board of Trustees (the "University") is requesting proposals from Respondents to enter negotiations to migrate from the current enterprise telephony systems to a cloud unified communications as a service (uCaaS) that aligns with the University's vision for a modern, integrated communication platform. This solution should enhance collaboration through seamless integration with Microsoft Teams Calling via Direct Routing, improve reporting and call management capabilities, and support scalable, reliable telephony services across campus. Additionally, the proposed solution must facilitate cost-effective growth and flexibility to accommodate the University's evolving needs and strategic expansion plans.

1.3 Scope of Work and Deliverables

The University seeks proposals to replace the current telephony solution with Microsoft Teams Calling utilizing Direct Routing. To accomplish this goal, the University is seeking proposals for a hosted/managed Session Border Controller (SBC) solution to support Direct Routing.

The current solution used by the university is Cisco Call Manager with SIP trunks provided by Spectrum.

The University seeks a new solution that must be certified to work with direct routing to seamlessly integrate with Microsoft Teams Calling to provide native functionality within the University's chosen collaboration tool, Microsoft Teams.

The University seeks a solution that meets the following criteria:

- SBC must be cloud hosted where respondents maintain required components as part of the respondent's responsibility.
 - The respondent shall identify if there are any additional components, whether physical or virtual, required to be managed by the University with the provided solution.

- PSTN service must be provided with the solution. The solution must be designed to maintain PSTN connectivity for both outbound/inbound calling during a Microsoft outage and remain operational as long as the University retains internet connectivity.
- Centralized management of physical phones. The solution should either automatically apply firmware updates to telephony hardware or provide an easy-to-use platform for updating telephony hardware.
 - Include a list of supported phone hardware in the response or provide details of where this information can be obtained.
- The solution must enhance the reporting functionality provided natively with Microsoft Teams Calling. This should provide advanced call reporting and analytic tools for real-time and historical call flow insights.
- All portals granting access to the solution are required to support single sign-on (SSO) utilizing Microsoft Entra ID.
- A simplified solution for managing, allocating, and reclaiming lines to support automated user provisioning and deprovisioning should be available.
- The solution must include a financially backed service-level agreement (SLA).
 - Respondents shall include their SLA with their response.
 - Respondents agree to provide a designated point of contact as well as a defined escalation path should the SLA not be satisfied.

Pricing Guidelines

- Pricing estimates for PSTN services shall be provided as unlimited or as metered, whichever provides the best pricing. For metered services, an estimated annual usage of 4000 hours of local calling service and 200 hours of long-distance calling using an average rate for European, African, South American countries as well as Australia should be provided. For example, if the average cost per minute between the listed countries is \$0.27 per minute, please include the estimated cost in the pricing proposal as \$0.27 x 200.
 - Include a detailed breakdown of the charge rates per country in the response or provide details of where this information can be obtained.
- Pricing shall include the cost for a total of 650 DIDs of which 200 are inactive.
- Pricing shall include the cost to cover a minimum of 380 users with cost for any additional users.
- Pricing shall include the cost for 75 common area phones that are not designated for specific users. Common area phones are not required to have voicemail and may be dedicated SIP lines if the solution supports this to save on Microsoft licensing costs. Please mark if additional Microsoft licensing is needed for the provided solution to support shared devices.
- Respondents shall include pricing for one-time services for initial remote deployment assistance.
- Respondents shall outline what is covered and not covered in the pricing estimate for one-time deployment services.
 - Phone services shall be cutover in five separate transitions based on building and/or locations and the vendor shall coordinate with University IT staff the porting of phone numbers to the new service.
 - Respondent shall ensure that all legal and regulatory requirements are satisfied within the initial deployment services.
 - Initial deployment assistance shall provide expertise to configure extension-based calling between the new and current (Cisco Call Manager) solutions during the transition period.

- The university aims to complete agreements by mid-July 2025. Deployment services shall begin immediately upon signed contracts, with services capable of being fully deployed and operational by October 1, 2025.

Additional Pricing Terms

- Pricing and agreements must align with the University fiscal year (July 1 – June 30). Multi-year agreements for one, three, and five years should be provided.
- The University may renew services for 1 or 3-year term(s) after the initial term of the agreement. All renewals must be made in writing in the form of an amendment and signed by the appropriate university official.
- Price increase notices must be provided at least 180 days before renewal; failure to notify forfeits the right to increase prices at that renewal.
- A 30-day grace period applies at renewal with no fees if no contract changes are made; otherwise, a 90-day grace period applies during renegotiations, billed monthly at the existing rate.
- Price increases are capped at a maximum annual percentage defined in the proposal.
- Respondent must allow for easy addition of services without requiring contract negotiations. Additional services, including users or DIDs, shall be agreed to be added at the same rate as the current services co-terminated to the end of the current active agreement.
- The University owns its DIDs and may transfer them anytime during the agreement.
- Non-compliance with University Cyber Security requirements may constitute breach of contract if not remedied within required timeframes.

Optional Examples of Value-Add Features:

- Call center functionality
- Building Safety Integrations (e.g., fire alarms)
- Digital faxing solutions
- Elevator Phones
- Physical Phone Hardware
- Headsets

The university reserves the right to request demonstrations of products and services with three business day notice upon review of the responses.

Deliverables

Respondents may propose discounts for bundling additional value-added services. However, pricing for each service must be clearly defined, and bundling discounts must be itemized separately to ensure the accurate pricing for primary services. Respondents may also propose optional added features or services which may add value to the University's utilization of the proposed solution.

Responses must be submitted in a single document containing a detailed table of contents that identifies the different offerings.

All goods and services proposed must meet or exceed the specifications as of the date the Proposals are due, unless specifically stated as otherwise in the ITN documents.

1.4 ITN Schedule

The anticipated schedule and deadlines for this ITN and contract approval are projected as follows:

Table 1.4: Key Event Dates

Activity	Date	Time (Eastern Time)
Issue ITN	6/6/2025	
Deadline for written questions	6/12/2025	4:00PM
University response to written questions	TBD	
Submittal Due Date	6/25/2025	2:00PM
Evaluation Committee Meeting	6/26/2025	TBD
Presentations Requests Sent, if desired by Committee	6/27/2025	TBD
Presentations, if requested	Week of 6/30/2025	
Completed Negotiations	TBD	

The University may post notice of changes to any of the above dates and will provide advance notice of any pre-proposal meetings by posting the information on the University Procurement Department's website, available here: [Current Competitive Solicitations \(floridapoly.edu\)](https://www.floridapoly.edu/current-competitive-solicitations)

Respondent is solely responsible for checking the website periodically for changes that have been made to the schedule or whether any meetings for informational purposes are scheduled.

The University has the sole discretion to schedule any meetings and the extent, if any, that those attending may participate in such meetings.

1.5 University Environment

Florida Polytechnic University is a public research institution with a mission to educate students emphasizing science, technology, engineering, and math (STEM) in an innovative, technology- rich, and interdisciplinary learning environment. The University collaborates with industry partners to offer students real-world problem-solving, work experience, applied research, and business leadership opportunities. Florida Poly is institutionally accredited, with several Accreditation Board for Engineering and Technology, Inc. (ABET)-accredited programs, and is ranked by U.S. News & World Report as the #1 public college in the south and the #26 engineering college (without a Ph.D.) in the nation.

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

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

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

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

2.0 Proposal Instructions

2.1 Proposal-General Information

1. **Official Name.** Proposals must be made in the official name of the firm or individual under which business is conducted and must be signed by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the Proposal.
2. **Respondent Reputation and Experience.** Respondents must be of known reputation and have sufficient experience and qualified personnel to adequately perform the prescribed services.
3. **Proposal Preparation and Cost.** Each Respondent must organize its Proposal in accordance with the following Proposal- Required Tab Contents and Submission Instructions sections and must number and label all parts, pages, figures, and tables in its Proposal. Respondent should prepare its Proposal simply and economically, providing a straightforward, concise description of the Respondent's capability to satisfy the conditions and requirements of this competitive solicitation. (Fancy bindings, colored displays, and promotional material are not desired). Respondent's emphasis should be on completeness and clarity of content. The University is not liable for any costs incurred by Respondents in responding to this ITN including, without limitation, costs for any oral presentations requested by the University.
4. **Alternate Brands or Equivalent Products.** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the ITN are for information and not intended to limit competition. The Respondent may offer any brand for which Respondent is an authorized representative, where such brand meets or exceeds the specifications for any item. Likewise, customary measurements appearing in the ITN are not intended to preclude Proposals for commodities with equivalent metric measurements. All items provided by Respondent will be new items.
5. **Terms and Conditions.** By submitting a proposal, the Respondent agrees to be governed by the terms and conditions as set forth in this ITN, to include all attachments and exhibits. Any Proposal containing variations from such terms and conditions may, at the sole discretion of the University, render such Proposal as nonresponsive.

2.2 Proposal- Required Tab Contents

2.2.1 Tab A: Essential Documents

Proposals must include the following items in Tab A:

1. Completed **ITN Certification Form** (Affidavit) (Attachment A).
2. Completed **Requested Deviation or Exemption Form** (Attachment C) if Respondent is requesting **deviations or exemption** to the ITN requirements, including Contract Terms and Conditions (Attachment B). Include a detailed justification for the deviation(s) or exception(s). For objections to Contract Terms and Conditions, provide proposed replacement contract language.
 - a. The University reserves the right to accept or reject any proposed changes or replacement contract language. The University may also lower Respondent's evaluation rating based on the number and severity of exceptions taken. Although some minor revisions and clarifications may be accepted, the University intends that the Successful Respondent will be required to execute the University's contract as written and attached. Respondents are warned against saving their objections to the various provisions until negotiations, as this may be cause for eliminating Respondent's proposal from further consideration. Any and all objections must be identified in Respondent's written response.

3. Proof of **licenses**, if required.
4. Letter or certificate from Respondent's insurer that shows that Respondent meets the **insurance requirements** of this ITN.
5. Signed **Addenda Acknowledgement Form(s)**, if applicable.
6. Completed and signed **E-Verify Certification** (Attachment F).

2.2.2 Tab B: Executive Overview of Respondent

Proposals must include the following items in Tab B:

1. An **overview and history of Respondent's company**. Include the following items for Respondent:
 - a. Name, address, and corporate structure.
 - b. Primary location of the office that will have direct responsibility for this project.
 - c. A description of the standard services offered or activities performed.
 - d. A listing of membership in professional organizations.
2. Copies of the two most recent **financial and annual reports** for Respondent. If such information is publicly available, A URL may be provided instead of a copy.
3. A statement of whether or not the Respondent has ever **declared bankruptcy**, otherwise been **declared insolvent**, has had a **delinquency judgement** issued against it in any court of competent jurisdiction, been placed in receivership, or any litigation that could significantly impact your financial operating results or financial position. If yes, include the date, court jurisdiction, trustee or receiver's name, telephone number, amount of liabilities, amount of assets, and current status of the bankruptcy, insolvency, delinquency, or receivership in the statement.
4. A description of any projects within the last three years where **liquidated damages, penalties, liens, judgments, defaults, cancellations** of contract or **termination** of contract were imposed, sought to be imposed, threatened, or filed against the Respondent.

2.2.3 Tab C: Service/Goods Description

1. Information regarding Respondent's **additional services and warranties** on the commodities and services, including replacement of items, if applicable.
2. Information regarding **alternate brands or equivalent products** being offered by Respondent, if any.
 - a. Indicate the manufacturer's name and product number on the Response for such alternate brand or equivalent product and provide descriptive literature and/or complete specifications of the alternate brand or equivalent product.
 - b. Explain why the proposed equivalent will meet the specifications and why it should not be considered an exception.
 - c. The University reserves the right to approve or reject an item as an approved alternate brand or equivalent product.
 - d. If Respondent's Proposal lacks any written indication of intent to propose an alternate brand or equivalent product, Respondent's Proposal will be received and considered by the University to be for items that are in absolute compliance (including as to brand and measurement) with the specifications as written in the competitive solicitation.

2.2.4 Tab D: Financial Proposal

Proposals must include the following items in Tab D:

1. The **proposed total**, not to exceed cost of work (“fee”). Fee must include all projected work including meetings, presentations, analysis, consultants, printing, travel and other assumed reimbursable expenses.
2. The **hourly rates** for additional work, if needed and appropriate.

2.2.5 Tab E: References and Experience Overview

Proposals must include the following items in Tab E:

1. A **description of the three (3) prior projects** accomplished by the Respondent that most closely document the Respondent’s a capability to satisfy the University’s requirements as stated in the ITN. Include overall project information. If any such projects involve a public/private partnership, please identify the public entities and the name, address, telephone, and email of each such project’s contract administrator.
2. At least **three references** to whom you have provided the same or similar goods or services within the last 3–5 years. Each reference should include the Company Name, Contact Name, Current Phone Number, and E-mail address.
3. **Resumes or corporate profiles** clearly reflecting qualifications and experiences for Respondent.

2.2.6 Tab F: Trade Secret Certification

If applicable, provide the **Affidavit of Trade Secret Certification** (Attachment D), completed and signed by an authorized representative as to applicable trade secrets contained in the Respondent’s documents.

Respondent must segregate and clearly mark all documents certified as a trade secret and include the documents in this tab of Respondent’s Proposal.

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

2.3 Submission Instructions

Please read these instructions carefully. Failure to comply with all instructions is grounds for rejection of Respondent's Proposal without further evaluation. Respondents must submit their Proposal by following the instructions below.

1. Respondent must submit the following:

- a. One **(1) original copy of Respondent's Proposal** clearly marked as an original and containing an authorized representative's signature, title, and date of signature.
- b. Three (3) **hard copies** of Respondent's Proposal.
- c. One **(1) electronic copy** of Respondent's Proposal, preferably on a jump drive. Do not provide the Proposal via email.

The items listed in 1. above must be delivered under sealed cover and received prior to the due date listed in Section 1.4 ITN Schedule

2. The items listed in 1. above must be submitted to the address below in a sealed container or envelope to:

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

Outer label MUST also include:

ITN 26-002 Cloud-Managed Telephony Utilizing Microsoft Teams Direct Routing
Attn: Andrea Cashell
June 25, 2025; 2:00 PM (ET)

3. Any information or required submittals that, due to size or binding cannot be incorporated into the proper tab, may be submitted separately but at the same time as Respondent's Proposal. The location of the information should be provided in the proper tab.

3.0 Process

3.1 Authorized University Representative

The Authorized University Representative for this competitive solicitation is:

Andrea Cashell, Director

Email: bids@floridapoly.edu

Phone: 863-874-8428

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

3.2 Respondent Communications and Inquiries

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

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

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

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

3.3 Restricted Respondent Communications

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

3.4 Addenda

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

3.5 Opening of Proposals

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

3.6 Responsive Determination

Each Proposal will be reviewed by the Department of Procurement to determine whether it is responsive. A responsive proposal is one that:

- a. Followed the requirements of this ITN,
- b. Includes all required documentation and information,
- c. Was submitted in the format outlined in this ITN,
- d. Was submitted prior to the due date and time, and
- e. Has the appropriate signatures as required on each document.

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

3.7 University Rejection of Proposal

The University reserves the right and sole discretion to reject any Proposal at any time on grounds that include, but are not limited to:

- a. Proposal is nonresponsive, incomplete, or irregular in any way; or
- b. Proposal is not in University's best interest.

The University may waive informalities and minor irregularities in Proposals.

3.8 Withdrawal of Proposal

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

3.9 Protest- Intent to Award

Any Respondent/interested person who is disputing the specifications or is adversely affected by a decision or intended decision concerning this competitive solicitation or contract award and who wants to protest such specifications, decision, or intended decision must file a protest in compliance the Florida Board of Governors' regulations. Failure to file a protest in accordance with Florida Board of Governors' regulation 18.002, or failure to post the bond or other security as required in BOG regulations 18.002 and 18.003 will constitute a waiver of protest proceedings.

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

4.0 Selection Process

4.1 Evaluation Criteria – must be identified in solution

Proposals will be evaluated based on the following criteria and points:

Criteria	Maximum Points Available
Scoped Requirements	30
Preferred Functionality	20
Reference and Past Experience	10
Financial Proposal	30
Additional Added Features/Services	10
Total Points Available:	100

4.2 Evaluation Process and Evaluation Committee

Proposals fulfilling the basic requirements are referred to an Evaluation Committee for review and further consideration. The Proposals will be independently evaluated by an Evaluation Committee. The Evaluation Committee will then meet to collectively discuss their analyses of the Proposals to formulate a recommendation to the University.

The Evaluation Committee will consider respondents' Proposals, presentations, and additional written information as requested. If determined to be necessary, the Evaluation Committee will conduct additional oral interviews/ presentations. Internal staff analysis, outside consultants, and any other resources may be utilized to assist in evaluating.

The Evaluation Committee may recommend that one or more Respondents be invited to participate in negotiations with the Negotiation Team – deemed Shortlisted Respondents.

The University reserves the right to award a Contract without negotiations with the Respondent. Respondent's Proposal should contain the Respondent's best terms from a cost or price and technical standpoint.

4.3 Determining Preferences

The Department of Procurement will review Proposals to determine if any preferences should be applied. The University will provide preferences to eligible Respondents in accordance with Board of Governors regulation 18.001, Sections 287.084, 287.087, and 287.092, Florida Statutes, as applicable.

4.4 Negotiation Team

The Negotiation Team will evaluate each Shortlisted Respondent's complete response to this ITN. The Negotiation Team may enter into negotiations with multiple Shortlisted Respondents in order to achieve the contract that most supports the University's missions and objectives.

Prior to the Respondent's first meeting with the University's Negotiation Team, Respondent must submit written authorization attesting that at least one of Respondent's representatives is Respondent's lead negotiator and is authorized to bind Respondent to the terms and conditions agreed to during negotiations. The University reserves the right to immediately terminate negotiations with any Respondent whose representatives are not empowered to, or who will not, make decisions during a negotiation

session. Additionally, the University may elect not to solicit a BAFO from any Respondent whose representative(s) have been unable or unwilling to commit to decisions reached during the verbal negotiation process.

Negotiations with Shortlisted Respondents may involve presentations, site visits, oral interviews, additional written information, internal staff analysis and presentations, feedback from outside consultants, discussions with the Shortlisted Respondents about their capabilities and plans for design and construction of the Facility, and/or any other information deemed helpful.

After negotiations have been completed to the satisfaction of the Negotiation Committee, selected Shortlisted Respondents will be given the opportunity to submit a Best and Final Offer. Time is of the essence and therefore the University retains the right to cease negotiations with any/all firms that do not respond to negotiation issues on a timely basis. The University may reject offers that are not reasonably supportable.

4.5 Contract Award

The recommendation of the Negotiation Team will be submitted to the Director of Procurement for review and approval, and if approved, the Director will forward the recommendation to the appropriate University Official, or their designee, for a final decision regarding the award of the ITN.

The University Official considers the recommendations and makes a final decision regarding the award. If due to the value or nature of the contract being awarded approvals from the Board of Trustees or its designees are required, such approval must be obtained before the contract can be awarded.

The University reserves the right to select, and subsequently recommend for award, the Final Proposal(s) (the Successful Respondent's Proposal or Best and Final Offer, whichever is later) that best meet the University's required needs, quality levels, and budget constraints. University may reject all Proposals if such action is in the University's best interest. University is not obligated to make an award under this ITN and may make multiple awards if it, in its sole discretion, deems it is in the University's best interest to do so.

All provisions of this ITN and the Successful Respondent's Proposal or Best and Final Offer, whichever is later, (referred to as "Final Proposal") provide the specifications for, and obligations of both parties to be executed by any duly authorized representative(s). The following constitute the Contract:

- a. The University ITN document,
- b. All addenda issued pursuant thereto,
- c. The Respondent's Final Proposal, and
- d. Terms in the University contract to include all clarifications and negotiated modifications to the ITN, addenda, and Respondent's proposal.

If the University determines that a Respondent awarded a contract based on this ITN does not honor all agreements reached during the negotiations, and as contained in the subsequent "Best and Final Offer", the University may immediately cancel the award, and place the Respondent on the University's suspended Vendor list.

4.6 Commencement of Work

Respondent will not provide any commodities or services or take any action, even if such is as a result of any discussions with any the University employee, prior to the Contract being signed by both parties. If

Respondent provides services or commodities or takes any action prior to a Contract being signed by both parties, the Respondent/Successful Respondent does so at Respondent's sole risk and expense.

5.0 Terms and Conditions -Competitive Solicitation Process

The following terms and conditions apply to all Respondents. By participating in this competitive solicitation process, Respondents agree to be bound by the following terms and conditions:

- 1. Actions of Respondent.** The University is not bound by the actions of any Respondent with respect to third parties.
- 2. Collusion Prohibited.** Respondent's collusion with other Respondents, other Respondents' employees, or any employee of the University is prohibited and may result in rescission or cancellation of solicitation (or contract) without liability to the University.
- 3. Conflict of Interest.** The award of this ITN is subject to the provisions of Chapter 112, Florida Statutes, and any other laws, regulations and/or policies concerning conflicts of interest in dealing with entities of the State of Florida (collectively, "Conflicts of Interest Rules").
 - a. Submission of a Proposal, and acceptance of a Contract/lease resulting from this ITN, will require certification that Respondent is aware of and has complied with the requirements of the Conflicts of Interests Rules, including any requirement to file appropriate disclosures with the State of Florida Commission of Ethics prior to submission of a solicitation response.
 - b. Solely by way of example, Respondent must disclose in its Proposal the name of any officer, director, or agent of the Respondent who is also an employee or public officer of Florida Poly, the State of Florida or of any of its agencies. Further, Respondent must disclose in its Proposal the name of any Florida Poly or State employee or public officer (or his or her spouse or child) who owns, directly or indirectly, an interest of five (5%) or more of the Respondent's company or any of its affiliates or branches.
 - c. In addition, in accordance with Section 112.3185, Florida Statutes, by submitting a Proposal, the Respondent certifies that no individual employed by the Respondent or subcontracted by the Respondent has an immediate relationship to any Florida Poly employee or public officer who was or is directly or indirectly involved in any way in the drafting, evaluating, or awarding of this ITN.
 - d. Failure to disclose the required information or violation of the Conflicts of Interest Rules will be grounds for rejection of Respondent's Proposal, cancellation of an intent to award, and/or cancellation of any Contract/Lease with the Respondent.
- 4. Covenant against Commissions, or Brokerage and Contingent Fees.** By submitting a Proposal, the Respondent warrants that the Respondent has not employed or retained any person or entity, other than a bona fide employee working solely for the Respondent, to solicit or secure any award, agreement, or any other advantage related to this solicitation. By signing an agreement with the University, the awarded Respondent warrants that it has not paid or agreed to pay any individual or company (other than a bona fide employee working solely for the awarded Respondent), any fee, commission, percentage, gift, or other consideration (contingent fee) upon or resulting from the award or making of the agreement. In the event of the awarded Respondent's breach of this warranty, the University has the right to rescind any agreement with the awarded Respondent resulting from this solicitation, without liability, and to deduct from any amounts otherwise payable to the awarded Respondent under the agreement the full amount of contingent fee(s) and to pursue any other remedy available to the University.
- 5. Disposition of Proposals.** All Proposals become the property of the University, and the University

has the right to use all ideas, and/or adaptations of those ideas, contained in any response received in response to this ITN. The University's selection or rejection of a Proposal does not affect this provision.

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

- a. Should Respondents seek to assert trade secret protection for any document the Respondent submits in response to this competitive solicitation under sections 119.0715, Florida Statutes Section 688.002(4), 812.081(1)(c), 815.04(3), and/or 815.045, Florida Statutes for each document that trade secret protection is claimed, Respondent must comply with the instructions for **Tab F**.
- b. If a Respondent properly complies and submits a sworn affidavit with its Solicitation Response and Florida Poly later receives a public records request for a document or information that is marked and certified with an affidavit to be a trade secret, Florida Poly will provide the requestor a copy of the Respondent's sworn affidavit. Any challenge to the affidavit and the application of the trade secret exemption will be rebutted, if at all, only by the Respondent; Florida Poly's only obligation will be to provide Respondent notice that such a challenge has been received. The notice will serve as formal notice to the Respondent that such Respondent has thirty (30) calendar days following receipt of such notice from Florida Poly to file an action with a court of competent jurisdiction seeking an order barring public disclosure of the document(s). If Respondent files an action within thirty (30) calendar days after receipt of notice of a challenge to its trade secret certification, Florida Poly will not release the documents at issue pending the outcome of the legal action. The failure to file an action within thirty (30) calendar days constitutes a waiver of any claim of confidentiality, and Florida Poly will release the document as requested.
- c. Any parts of a response, and any other material(s) submitted to the University with the response that are copyrighted or expressly marked as "confidential," "proprietary," "trade secret," or similar marking, (proprietary designation) will be exempt from the public records disclosure requirements of chapter 119, Florida Statutes, only to the extent expressly authorized by Florida law. The mere use of a propriety designation, while necessary, by a Respondent does not itself ensure that such materials will be exempt from disclosure. In the absence of a specific Florida statute exempting material from the public records law, the University is legally obligated to produce all public records produced or received in the course of conducting university business, irrespective of any proprietary designation by the Respondent. The University, or potentially a court, will make the ultimate determination of whether a Respondent's claim of a proprietary designation will support an exemption from disclosure.
- d. If the instructions listed above conflict with Florida law, Florida law controls.

7 Public Entity Crimes. In accordance with Section 287.133(2)(a), Florida Statutes, a person or entity who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal; may not perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, including The University; and may not transact business with the University in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list.

By submitting a Proposal, Respondent is certifying that Respondent is not on the convicted vendor list maintained by the Florida Department of Management Services, and Respondent is also certifying that any subcontractor listed in Respondent's solicitation response is not on the convicted vendor list.

- 8 Subcontractors.** If Respondent anticipates using subcontractors, as a further condition of award of a contract, the Respondent must certify in writing that its subcontractors are appropriately licensed and are registered with the State of Florida in accordance with Chapters 607 or 620, Florida Statutes, and such statement will include any subcontractors' corporate charter numbers. The subcontractors and the amount of the subcontracts must be identified in the Respondent's solicitation response.
- 9 Small Business Minority Enterprise (SBME).** It is the University's policy (consistent with state and federal law), to optimize opportunities for business contracting with small, minority and disadvantaged business enterprises in the areas of commodities, construction, contractual services, and architectural and engineering services. Respondents are likewise encouraged to use the small, minority and disadvantaged business enterprises and to have a business diversity program in place.
 - a. For more information on becoming a State of Florida Certified Minority Business (CMBE), to request certification or to locate CMBEs, please contact the Office of Supplier Diversity, Department of Management Services at (850) 487-0915.
- 10 Prohibitions.** Unless expressly and specifically authorized in writing by the University in advance, Respondent is prohibited from engaging in any of the following:
 - A. Incurring any debt or obligation on behalf of the University;
 - B. Entering into any contract, arrangement, or transaction that binds the University to any extent or creates any obligation on UNIVERSITY; and/or
 - C. Utilizing the University's name, credit, reputation, good-will, resources, and/or assets for any purpose without the prior and explicit written approval of the University.

ATTACHMENTS, APPENDICES, AND EXHIBITS

Attachment A- ITN Certification Form (Affidavit)

Florida Polytechnic University

ITN 26-002 Cloud-Managed Telephony Utilizing

Microsoft Teams Direct Routing

Submission Deadline: June 25, 2025; 2:00 PM (ET)

Publish Date: June 6, 2025

Respondent Information:

Company Name

Responsible Individual Name

Federal Employer Identification Number

Responsible Individual Title

Phone Number

Email Address

Government Classifications. Check all that apply

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

Bid Protest. Response tabulations with intended award(s) will be posted for review by interested parties on the Procurement Department solicitation webpage and will remain posted for a period of 72 hours. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 is a waiver of protest proceedings.

Addenda. Please check one:

☒ Respondent has received all Addenda issued by the University and has signed Addenda Acknowledgement Form(s) in Tab A of the Proposal.

☐ Respondent has not received any Addenda.

Required Disclosure- Employment/Ownership. List below the names of Respondent or Respondent employees having an employment relationship with the University, State of Florida, or any Florida State Agencies, and any University or State employee(s) owning an interest of 5% or more of Respondent's company or its affiliates or branches and describe the nature of such relationship or ownership interest. Add an additional page if needed.

Name: Relationship/Ownership Interest:
Name: Relationship/Ownership Interest:
Name: Relationship/Ownership Interest:

Required Disclosure- Bankruptcy/Insolvency/Delinquency Judgement.

If Respondent has declared bankruptcy, otherwise been declared insolvent, has had a delinquency judgement issued against it in any court of competent jurisdiction, been placed in receivership, or any litigation that could significantly impact your financial operating results or financial position, provide the information below. If not, leave this section blank.

Date:	Court jurisdiction:
Trustee/ Receiver Name:	Phone Number:
Amount of Liabilities:	
Amount of Assets:	
Current Status:	

Required Disclosure- Damages/Penalties/Liens/Judgments/Defaults/Cancellations/Termination.

If Respondent has had any projects within the last three years where liquidated damages, penalties, liens, judgments, defaults, cancellations of contract or termination of contract were imposed, sought to be imposed, threatened, or filed against the Respondent, provide a description below. If not, leave this section blank.

SIGNATURE REQUIRED – I hereby swear under the penalty for false swearing:

1. That I am the Respondent (if the Respondent is an individual), a partner (if the Respondent is a partnership), or an Officer or employee of the bidding corporation with authority to sign on its behalf (if the Respondent is a corporation).
2. That this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud.
3. That the Respondent is legally entitled to enter into contracts with the Florida Polytechnic University Board of Trustees and is not in violation of any prohibited conflict of interest.
4. To abide by all conditions of this Proposal and that the Respondent is in compliance with all requirements of the ITN, including but not limited to, certification requirements.
5. In submitting a Proposal to an agency for the State of Florida, the Respondent offers and agrees that if the Proposal is accepted, the Respondent will convey, sell, assign, or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the state of Florida. At the State's discretion, such assignment becomes effective at the time the procurement agency tenders final payment to the Respondent.
6. That Respondent's Proposal remains valid for six (6) months after the due date.
7. That Respondent is responsible for all travel expenses incurred for oral presentation and candidate interviews, if optional or required.

Respondent Name

By: _____
Signature

Name: _____
Printed

Title: _____
Printed

Date: _____

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

1. General Terms.

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

2. Actions of Awarded Respondent.

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

3. Americans with Disabilities Act.

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

4. Availability of Funds.

The State of Florida's and University's performance and obligation to pay under this agreement is contingent upon sufficient appropriation by the Florida Legislature and other entities' allowance of the University to use such funds. University's financial obligations continue under this Agreement are conditioned upon the appropriation of funds on an annual basis, which is not controlled by the University. In the event that the entities controlling such funding fail to appropriate funds or to allow University to use funds and University has determined, in University's sole discretion, that there are insufficient funds available to cover University's obligation under this Agreement, University will have the right to terminate this Agreement for the upcoming year without damage, penalty, cost, or further obligation. University will notify Contractor at least 30 day in advance of a termination pursuant to this provision; University must pay for all services rendered until the date of termination.

5. Assignment.

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

6. Background Check.

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

7. Confidentiality of Information.

If awarded Respondent is exposed to University's confidential information (such as donor information), awarded Respondent will keep such information confidential and will act in accordance with any guidelines and applicable laws including the Family Educational Rights and Privacy Act (FERPA) and the Gramm-Leach Bliley Act

8. Contractor.

Awarded Respondent is retained by University only for those purposes and to the extent set forth in this Agreement, and awarded Respondent's relationship to University will, during the term of this Agreement, be that of independent Contractor. Awarded Respondent is not and will not be considered as having an employee status. Awarded Respondent is responsible for the payment of any taxes on any monies received by awarded Respondent.

9. Copyright and Intellectual Property.

- a. If awarded Respondent uses copyrighted materials or documents not owned by University ("Copyrighted Materials") in its performance of the Agreement, awarded Respondent represents and warrants that it owns, or is licensed to use and to authorize others to use, the Copyrighted Materials.
- b. Awarded Respondent will, at its expense, defend any suit brought against University and will indemnify University against an award of damages and costs, including attorney's fees, made against University by a settlement or final judgment that is based on a claim that University's use of the Copyrighted Materials infringes a trademark or copyright of a third party.
- c. Any reports or deliverables provided to the University pursuant to this agreement are considered as works for hire, and the University may use such reports or deliverables for any purposes.

10. Default.

The University reserves the right to terminate the agreement in whole or in part due to the failure of the awarded Respondent to comply with any term or condition of the agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the agreement. The University shall provide written notice of the termination and the reasons for it to the awarded Respondent.

11. Equal Opportunity Statement.

The awarded Respondent and any subcontractors must abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as qualified protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered

prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

12. E-Verify.

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

13. Federal, State, Local Laws, and Regulation.

The awarded Respondent and any subcontractors must comply with all laws, ordinances, and regulations that apply to the University and awarded Respondent. The awarded Respondent is solely responsible for keeping itself fully informed of and faithfully observing all laws, ordinances, and regulations and agrees to protect and indemnify the University, its officers, and agents against any claims of liability arising from or based on any violation thereof.

14. Force Majeure.

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

15. Governing Law.

This Agreement and any amendments to it are governed by the laws of the State of Florida and venue for any actions arising out of this agreement must be in the state courts in Polk County, Florida.

16. Indemnification/Hold Harmless.

- a. The awarded Respondent agrees to indemnify, defend, and hold harmless the Board of Trustees, Florida Polytechnic University, the State of Florida and the Florida Board of Governors, and their officers, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of awarded Respondent, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement.
- b. The awarded Respondent's obligation under this provision does not extend to any liability caused by the sole negligence of the Florida Polytechnic University, or its officers, agents, and employees.
- c. Nothing in this agreement may be construed as an indemnification of the Contractor by the University or as a waiver of sovereign immunity beyond that provided in section 768.28, Florida Statutes.
- d. This provision will survive the termination of this agreement.
- e. Due to its sovereign immunity, University will not indemnify Contractor.

17. Insurance.

During the term of this contract, awarded Respondent must maintain at its own expense amounts of insurance as described in the ITN. If no specific amounts are listed in the ITN, awarded Respondent must maintain at its own expense amounts of insurance that at a minimum cover the awarded Respondent's (or subcontractors') exposure in performing this Agreement. University is self-insured and will provide its Certificate of Insurance upon request; University is not required to obtain additional insurance for this Agreement.

18. Licensing Requirements.

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

19. Notices.

- a. Any notice to either party must be in writing and signed by the party giving it, and served:
 - i. By hand notice; or
 - ii. Through the United States Mail, postage prepaid, registered or certified, return receipt requested; or
 - iii. Through expedited mail or package service, if a receipt showing the delivery has been retained; or

iv. By e-mail and addressed as follows:

To UNIVERSITY:

The Florida Polytechnic University

Board of Trustees

Address: 4700 Research Way

Lakeland, FL 33805

Attn: Procurement Department

E-mail: procurement@floridapoly.edu

To Awarded Respondent:

Name: _____

Address: _____

Attn: _____

E-mail: _____

CONTRACT MANAGER:

Attn: _____

Email: _____

20. Parking.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Florida Polytechnic University

Attention: General Counsel

4700 Research Way

Lakeland, FL 33805

ogc@floridapoly.edu (863) 874-8412

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

- A. Keep and maintain public records required by University to perform the service.
- B. Upon request from the University’s custodian of public records, provide the University with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that confidential information or records that are exempt from public records disclosure are not disclosed except as authorized by law for the duration of this agreement, renewals, and following completion of the contract if Respondent does not transfer the records to University.
- D. Upon completion of this Agreement, transfer, at no cost, to University all public records in possession of Respondent or keep and maintain public records required by University to perform the service.
 - 1) If Respondent transfers all public records to University upon completion of the contract, Respondent must destroy any duplicate confidential information or records that are exempt from public records disclosure.
 - 2) If Respondent keeps and maintains public records upon completion of this Agreement, Respondent must meet all applicable requirements for retaining public records.
 - 3) All records stored electronically must be provided to University, upon request from the University’s custodian of public records, in a format that is compatible with the information technology systems of the University.
- E. Third parties requesting to inspect or copy public records relating to this agreement must be made directly to University. If University does not possess the requested records, University will notify Respondent of the request, and Respondent must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- F. The University may inspect the:
 - 1) Financial records, papers, and documents of the Respondent that are directly related to the performance of the contract or the expenditure of state funds.
 - 2) Respondent’s programmatic records, papers, and documents which the University determines are necessary to monitor the performance of this agreement or to ensure that the terms of this agreement are being met.
 - 3) The Respondent must provide such records, papers, and documents requested by the University within 10 business days after the request is made.
 - 4) The right of access in this provision is not limited to the required retention period but lasts as long as the records are retained.
- G. The terms of section 6 are material terms of this agreement, and failure to comply may result in termination and/or civil penalties.

22. Remedies and Applicable Law.

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

23. Safety.

The University seeks to furnish its students and employees with a place of work and study that is free from recognized hazards that are causing or are likely to cause death or serious physical harm, and one that complies with occupational health and safety standards promulgated under Occupational Safety and Health Act of 1970 (OSH ACT). Therefore, the awarded Respondent is required to comply with the occupational safety and health standards and all rules, regulations and orders issued pursuant to the OSH ACT while on the University's premises. The University has not found and is not aware of any hazardous materials on the site; however, The University recommends awarded Respondent perform an environmental assessment prior to the pre-development phase of the project to investigate subsurface soil conditions in order to ascertain if any hazardous materials may exist. The University will make available any of its geotechnical engineering reports upon request. The University accepts no liability for any hazards on the land; awarded Respondent accepts all risks.

24. Sales and Use Tax.

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

25. Small Business Minority Enterprise (SBME) Reporting.

Awarded Respondent must report all minority subcontractors, identifying the Name, Address, Type of Certification and Dollar Amount to the University with each invoice submitted for payment.

26. Software.

If awarded Respondent is providing software, University may create and retain a copy of the software and related documentation for backup and disaster-recovery purposes, and for archival purposes for use after this agreement is terminated.

27. Subcontractors.

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

other coverage that the awarded Respondent may consider necessary, and any deficiency in coverage or policy limits of said subcontractor will be the sole responsibility of the awarded Respondent.

28. Suspension or Debarment.

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

29. Termination.

- a. Termination at Will. This Agreement may be terminated by University by providing written notice to awarded Respondent of such intent to terminate at least 10 days prior to the effective date of such termination.
- b. Termination for Cause. Notwithstanding the provisions of subsection 22.a. above, University may termination this Agreement for cause upon 5 days' written notice to awarded Respondent that specifies the basis for termination. For purposes of this Agreement, "cause" is defined as awarded Respondent's failure to perform the Services within the time specified herein or any extension thereof or awarded Respondent's failure to adhere to any of the material terms of this Agreement.
- c. If this Agreement is terminated, University is liable only for payment of goods received and services rendered prior to the date of termination and accepted by University.

30. Work for Hire.

- a. Any work specifically created for the University under this Agreement by the awarded Respondent is considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary or other copies thereof, (the "Materials") are and remain the property of the University, and, unless otherwise specifically set forth herein, are considered specially ordered for the University as a "work made for hire," or, if for any reason held not to be a "work for hire," the awarded Respondent who created, produced, developed or fabricated the Materials hereunder assigns all of his/her right, title and interest in the Materials to the University.
- b. The University owns all right, title and interest in the Materials. Awarded Respondent agrees upon request to execute any documents necessary to perfect the transfer of such title to the University.
- c. The Materials must be to the University's satisfaction and are subject to the University's approval. Awarded Respondent bears all risk of loss or damage to the Materials until the University has accepted delivery of the Materials.
- d. The University is entitled to return, at awarded Respondent's expense, any Materials which the University deems to be unsatisfactory.
- e. On or before completion of the awarded Respondent's services hereunder, the awarded Respondent must furnish the University with valid and adequate releases necessary for the unrestricted use of the Materials for advertising or trade purposes, including model and property releases relating to the Materials and releases from any persons whose names, voices or likenesses are incorporated or used in the Materials.

- f. Awarded Respondent hereby represents and warrants that the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and that no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments.

31. Waiver of Rights and Breaches.

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

32. Term.

This Agreement is effective on [insert date or upon being fully executed by both parties] and remains in effect for [insert time frame].

Attachment C- Requested Deviation or Exemption Form

Respondent must complete this form and include it in Tab A of their Proposal to request deviations or exceptions to the ITN Requirements, including Contract Terms and Conditions (Attachment C). The University reserves the right to accept or reject any proposed changes or replacement contract language. The University may also lower Respondent's evaluation rating based on the number and severity of exceptions taken. Although some minor revisions and clarifications may be accepted, the University intends that the Successful Respondent will be required to execute the University's contract as written and attached. Respondents are warned against saving their objections to the various provisions until negotiations, as this may be cause for eliminating Respondent's proposal from further consideration. Any and all objections must be identified in Respondent's written response.

Section Number	Proposed Change or Replacement Language	Justification

Attachment D- Trade Secret Affidavit

STATE OF _____

COUNTY OF _____

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

1. I am over the age of eighteen and am a resident of the State of _____. I have personal knowledge of the facts herein, and, if called as a witness, could testify competently thereto.
2. I am the _____ (position) of _____ (name of corporate entity), a _____ (state) _____ (type of corporate entity), whose principal address is _____.
3. [I consider/My company considers] the information contained in the document(s) entitled _____ *(Identify with specificity the documents for which trade secrets protection is claimed)* and inserted in Tab F a trade secret under applicable law for the following reasons: *(Provide a description of the document sufficient to determine the application of the trade secret exemption and explain in detail the specific element(s) or provision(s) of Florida Statutes Section 688.002(4) or Section 812.081(c) that render the document at issue a trade secret exempted from public records under applicable Florida law).*
4. [I have/My company has] taken measures to prevent the disclosure of the information contained in Tab F _____ to anyone other than those who have been selected to have access for limited purposes, and [I intend/my company intends] to continue to take such measures.
5. [I consider/My company considers] the information contained in Tab F to have value and provides an advantage or an opportunity to obtain an advantage over those who do not know or use it.
6. All of the information in Tab F is not, and has not been, reasonably obtainable without [my/our] consent by other persons by use of legitimate means.
7. All of information in Tab F is not publicly available elsewhere.
8. I am the person for Florida Polytechnic University to contact in the event a challenge to any information contained in this Affidavit is received.

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

Affiant- Full Name: _____

Address: _____

Telephone: _____

E-mail: _____

Affiant Signature: _____

STATE OF _____

COUNTY OF _____

Sworn to or affirmed and signed before me on _____(date) by

_____(Affiant).

NOTARY PUBLIC

☐ Personally Known

☐ Produced identification (Type of ID)

Attachment E- Certificate of Non-Segregated Facilities

We, _____ certify to the Florida Polytechnic University that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive order 11246 of 24 September 1965.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash room, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

We, further, agree that (except where we have obtained identical certifications from proposed subcontractors for specific time periods) we will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted certifications for specific time periods):

NOTE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certificate of Non-segregated Facilities, as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted prior to the award of a sub-contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each sub-contract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

Respondent Name

By: _____
Signature

Name: _____
Printed

Title: _____
Printed

Date: _____

CERTIFICATE OF NON-SEGREGATED FACILITIES
SUBPART - RESPONDENT'S AGREEMENTS

During the performance of this Contract, the Respondent agrees as follows:

1. The Respondent will not discriminate against any employee or applicant for employment because of face, color, religion, sex, or national origin. The Respondent will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The Respondent will, in all solicitations or advertisements for employees placed by or on behalf of the Respondent, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Respondent will send to each labor union or representative of workers with which the Respondent has a collective bargaining agreement or other Contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Respondent's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.
4. The Respondent will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Respondent will furnish all information and reports required by Executive order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Respondent's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Respondent may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Respondent will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. The Respondent will take such action with respect to any subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Respondent becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the contracting agency, the Respondent may request the United States to enter into such litigation to protect the interest of the United States.

SEC. 402 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:

1. The Respondent agrees to comply with the affirmative action clause and regulation published by the US Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, and Executive Order 11701, which are incorporated in this certificate by reference.

Respondent Name

By: _____
Signature

Name: _____
Printed

Title: _____
Printed

Date: _____

Attachment F- E-Verify Certification

Contractor hereby certifies compliance with the following:

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

Respondent Name

By: _____
Signature

Name: _____
Printed

Title: _____
Printed

Date: _____