



INVITATION TO NEGOTIATE

For

LOGO DEVELOPMENT

Please mark all proposal submission envelopes
with the following information:

**OPENING 11/11/2015 2:00 p.m. EST
ITN 09-002
LOGO DEVELOPMENT**

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1.0 STATEMENT AND SCOPE OF WORK

1.1 Introduction and Scope of Work

Florida Polytechnic University (“the University” or “Florida Poly”) is seeking proposals from highly creative and experienced brand development and/or marketing firms (“vendors”) interested in developing a new logo – including variations – and a brand guide for Florida Polytechnic University.

The ideal logo should meet, but is not limited to, the following design objectives agreed upon by the Logo Evaluation Committee:

- Serve as the “face” or visual signature of the University
- Serve as a shorthand reference to the University in advertising and marketing
- Convey the University’s unique identity of being a cutting-edge STEM university focused on real-world problem solving and innovation
- Serve as an “anchor” for all brand elements and future brand extensions (e.g., a visual link – graphic, color, etc. – that could become part of logo variations for individual colleges or departments)
- Work in a variety of media (e.g., print, online, clothing, outdoor signage, etc)
- Have the ability to be reproduced at various sizes

The reason why the University would like to redesign the primary visual signatures (i.e., the graphics that says “Florida Polytechnic University” or “Florida Poly” with the line between the words) is summarized below:

- The existing marks do not reflect the unique style of our 21st century, high-tech University.
- There is nothing visually distinct about the marks.

- The existing marks do not allow much variation; therefore, the University does not have a monogram or icon that could be used for signatures, social media, small stamps, etc.
- The University also does not have flexibility with the existing marks, which are all centered, to easily add a department or college name.

The logo may incorporate the following key elements that are already strong aspects of the University's visual identity:

- The color purple (gray or silver is suggested as a secondary color, but not required)
- A visual nod to Florida Poly's iconic Innovation, Science & Technology (IST) building
- Visual impact and high design integrity

The successful vendor will work closely with University Marketing and Communications and other University departments to further develop the chosen logo, its variations and brand guidelines and to ensure the University's brand identity is maintained consistently across all sorts of communication and promotions.

Working with Marketing and Communications and the Logo Evaluation Committee, the successful vendor will develop a professional, sophisticated and recognizable visual signature centered around the use of a distinctive logo. Students (prospective, current and alumni) are primary audience for all University branding, including its logos. Other audiences include prospective faculty, parents, staff, community members, donors, industry partners, legislators and peer institutions.

The brand guide should clearly point out how all forms of communication, whether official or informal, printed or online, should maintain a consistent, uniform, professional looking brand identity to represent the University. Some of the forms of communication and promotions the University uses are:

- Letterhead and Informal Stationary
- Business Card Templates
- Email Templates
- Standardized Signature Plates for Online Communication
- Promotional giveaways such as t-shirts, hats, pens, USB drives, etc.
- Printed brochures and viewbooks
- Websites and social media sites

Variations of the chosen logo may include:

- Primary Signature
- Signature with Theme Line, "Be the Next"
- Vertical Signature
- Wordmark
- Monogram
- Web and Social Media Icons
- Animated Video Intro and Outro
- Templates for future secondary signatures for individual colleges or departments

For examples of these variations in a University brand, see the University of Florida online brand guide at: <http://www.identity.ufl.edu/policies-guidelines/signature-usage/>.

Please refer to Exhibit E for some of the existing brand elements and photos of the IST Building. The University's only official color is purple (PMS 267, HEX #492f92 listed in Appendix E, Slide 3). Based on some of the choices the University has made for graduation regalia and inauguration décor, silver is most likely to be the University's secondary color. Silver has already been used in the University medallion and seal; therefore, vendors may incorporate silver in their designs as well. If the vendor uses a true silver, that is acceptable. The grey listed in Appendix E, Slide 3 is also acceptable. The reddish orange in the University's Phoenix tail is not an official color, and the Phoenix is the only place it has been used thus far. If vendors would like to use it, the color chart that is specific to the Phoenix is also listed in Exhibit E.

The selection process will proceed as follows:

The Evaluation Committee will base their short list on factors presented in section 4.0 (Proposal Information and Evaluation Criteria). The short list of 2-3 final firms may be asked to present their concepts and proposals in person to the committee and subject matter experts.

The chosen vendor will be asked to conduct a brief market study on 2-3 final design concepts. Bidding vendors should include in their proposals provisions for conducting a focus group or small market study to gauge audience perception of 2-3 possible designs before a final design is selected. The University would certainly be open to hearing suggestions from bidding firms for further gauging success, and the ability of a firm to make data-driven suggestions, decisions and assessments will be a consideration in selecting a winning vendor. Vendors should include the cost of such study as part of their proposal.

The Marketing and Communications Department will be the day-to-day contact for the winning firm and will work directly with the firm in creating initial drafts for logo designs. The Marketing and Communications Department will review first drafts and provide initial feedback, and the Logo Development Committee will review polished drafts. As mentioned above, the winning firms should be prepared to conduct focus groups and/or small market studies to gauge audience perception of at least 2-3 design options and test for optimal impact. The results of that study along with the Logo Development Committees recommended selection will be presented to senior leaders for final review before implementation and rollout. The winning firm will work directly with the Marketing and Communications Department on implementation and rollout.

Also, it is the vendor's responsibility to ensure that their logo design does not infringe on any existing copyright or trademark. The taglines the University currently uses, *Be the Next* and *Florida's Heart of High Tech*, are already trademarked and copyrighted by the University.

The successful vendor will be required to have proven prior successful experience working with projects of this magnitude.

If circumstances require a vendor to make a staffing change to the account management or design teams, the vendor will provide written notification and the University will have the right to approve the change or terminate the agreement. If the University is not satisfied with the account management or design teams and wishes for the vendor to make changes to the teams, the changes will be made promptly and subject to the University's approval of new team members. The strength and experience of the account management and design teams is considered a critical element for collaboration and project development.

Optional: Vendors are welcome to provide logo design drafts as part of their proposal if they are interested; however, logo design drafts will not be part of the evaluation criteria.

1.2 Term of Agreement

Term of the agreement depends on the total duration of the project which will be multifaceted with steps for design, revision, finalization, creating a brand guide to support the new logos and assisting with roll out. Ideally, the University hopes to select a vendor by the end of 2015 and complete the logo development process by the end of April 2016.

Once the project is completed, the University may request ongoing brand and creative support as needed for a period of three (3) years. The standard pricing on as-needed support services shall be included in vendor's proposal.

1.3 Coverage and Participation

The University reserves the right to add and/or delete elements, or to change any element of the coverage and participation at any time without prior notification and without any liability of any kind or amount.

1.4 University Demographics

Florida Polytechnic University's mission is to educate students emphasizing Science, Technology, Engineering, and Mathematics (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 Polytechnic University prepares students to assume available leadership positions in the dynamic technological landscape in Florida, the nation, and the world.

Florida Polytechnic University welcomed an Inaugural Class of 554 students on August 25, 2014.

More information can be obtained by visiting <http://floridapolytechnic.org/>

Florida Polytechnic University has a small in-house Marketing and Communications team that collaborates with a variety of creative service providers to meet the University's marketing, branding, digital production, design, web optimization, original content and other communications needs. Chosen vendors may be asked to collaborate directly with other firms in the University's pool of service providers.

2.0 METHOD OF AWARD

The evaluations of each response to this ITN will be based on the vendor's proposal, 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 University, taking into consideration the evaluation criteria listed in Section 4.0 "Proposal

Information and Evaluation Criteria”. Pricing may also be a criterion. However, the University is under no obligation whatsoever to select as most responsive the proposal that demonstrates the lowest pricing.

The resulting contract with the successful vendor will consist of this 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 successful vendor(s). This public posting functions as the rejection of all other proposals. This posting will be made to the University’s website <http://floridapolytechnic.org/>

2.1 ITN Schedule

The University anticipates the following schedule for the ITN process. The University reserves the right at its sole discretion to revise the schedule and other aspects of the ITN by issuing addenda to the ITN at any time. The University will post addenda on its website.

Release of ITN	October 14, 2015
Deadline for Vendor Questions (Inquiry Deadline Date)	October 21, 2015
Addendum posted with answers	October 28, 2015
ITN proposals due (Response Due Date)	November 11, 2015 2:00 p.m. EST
Short-listing meeting to elevate vendors to presentations	TBD
Short-listed vendor presentations	TBD
Selection of vendor	TBD

2.2 Special Accommodations

If special accommodations are needed in order to attend a proposal opening, contact the Authorized University Representative in Section 3.1 three (3) business days prior to the Response Due Date.

3.0 PROCESS

3.1 Authorized University Representative / Vendor’s Submission of Proposal

The “Authorized University Representative” for this competitive solicitation is:

Ms. Melek Yazici
Purchasing Coordinator
Florida Polytechnic University
c/o Wellness Center Mail Room
4700 Research Way
Lakeland, Florida 33805-8531

Phone: (863) 874-8583
Email: myazici@FLPoly.org

ANY PARTY INTERESTED IN SUBMITTING A RESPONSE SHALL REGISTER VIA E- MAIL WITH THE REPRESENTATIVE LISTED ABOVE BY SUBMITTING THE REGISTRATION FORM ATTACHED HEREIN AS EXHIBIT A.

Subsequent University communications regarding this opportunity will be made via email, and posted on the website. The vendor must submit its sealed proposal to the attention of the Authorized University Representative at the address stated immediately above. Only those communications that are in writing from the Authorized University Representative shall be considered as duly authorized expressions on behalf of the University.

3.2 Vendor Communications and / or Inquiries

The vendor shall review this competitive solicitation in its entirety to determine whether the University's objective, scope of services, conditions and requirements are clearly stated. If the vendor has any questions regarding this competitive solicitation, the vendor must submit such inquiries and requests for clarification via email only to the Authorized University Representative at myazici@FLPoly.org. These inquiries or requests for clarification must provide the questions along with the relevant Section(s), Subsection(s), Paragraph(s), and page number(s) of the competitive solicitation being questioned by the vendor.

The University will consider only those communications and/or inquiries submitted via email and received by the Authorized University Representative on or before October 21, 2015 (the "Inquiry Deadline Date"). The University will consider the vendor's failure to communicate inquiries, or request clarifications by the Inquiry Deadline Date to constitute the vendor's acceptance of all of the conditions and requirements as stated in this ITN and any amendments thereto. Unless the Authorized University Representative specifically requests the vendor to provide additional communications, or to participate in negotiations, the University will not accept or consider any of the vendor's written or other communications and/or inquiries received between the Inquiry Deadline Date and the posting of an award, if any, under this competitive solicitation.

To the extent the University determines, in its sole discretion, to respond to any communications, inquiries or requests for clarification prior to the Inquiry Deadline Date, the University's response will be made in an addendum to this ITN and posted on the website.

3.3 Restricted Vendor Communications

Vendors are required to conduct the preparation of their proposals with professional integrity and free of lobbying activities. From the date of issuance of this ITN until the University takes final agency action, the vendor must not communicate with, directly or indirectly, about this competitive solicitation with any employee, officer, director, or trustee of the University, or any University advisors or agents, except as provided herein or as expressly requested by the Authorized University Representative. Violation of this restriction may result in rejection of the vendor's proposal.

3.4 Addenda

The Authorized University Representative or designee will distribute any addenda via email, and will also post the addenda on the Website at: <http://floridapolytechnic.org/>

The vendor's authorized representative must sign and date the cover page of each addendum, if any, and include the cover page of each addendum in the vendor's proposal. All vendors, and known interested vendors, are solely responsible for checking the website for addenda in order to verify whether any changes have been made to the ITN or whether any meetings are scheduled to take place. The University reserves the sole discretion over the conduct of any meetings and the extent, if any, that those attending may participate in such meetings.

The University will consider a vendor's failure to communicate inquiries, or request clarifications on the addenda by the Inquiry Deadline Date to constitute the vendor's acceptance of all of the conditions and requirements as stated in the competitive solicitation documents.

3.5 Protests

This ITN creates no property rights or procedural due process rights. Any person wishing to protest must comply with the Florida BOG Regulation 18.002, which is hereby incorporated by reference. The written protest must be sent to the University Authorized Representative identified in Section 3.1. The protest must be accompanied by a protest bond in the amount of \$25,000, pursuant to section 255.0516, Florida Statutes.

Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Florida BOG Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.

3.6 Delivery and Labeling of Sealed Proposals

The vendor's proposal to this competitive solicitation shall be prepared in accordance with Section 4 "Proposal Information and Evaluation Criteria". The vendor's sealed proposal must be received by the Authorized University Representative on or before November 11, 2015 at 2:00 PM EST (the "Response Due Date") according to the time clock at the University. A vendor may not submit a proposal, or amendments to its proposal via telephone, facsimile, electronic mail, or telegraph.

If the vendor elects to mail in its proposal, the vendor must allow sufficient time to ensure the Authorized University Representative's receipt of the proposal by the Response Due Date. Regardless of the form of delivery, it is the vendor's responsibility to ensure that the proposal arrives at the Authorized University Representative's address (see below) no later than 2:00 p.m. on the Response Due Date. The vendor may not include more than one proposal (along with the copies) per sealed envelope. The mailing address is:

Ms. Melek H. Yazici
Purchasing Coordinator
Florida Polytechnic University
Wellness Center Mail Room
4700 Research Way
Lakeland, Florida 33805-8531

The University will accept proposals up to, and no proposal may be withdrawn after, the Response Due Date. Proposals must be delivered in sealed envelopes with the following information clearly provided on the front of the envelope: The Authorized University Representative's name and address as provided above. The proposals must be submitted with one (1) original and six (6) copies. The document containing the original signature must be marked "ORIGINAL." In addition, the vendor is asked to submit one (1) courtesy copy of the proposal on CD or PC compatible disk, preferably in .pdf format.

3.7 Economy of Presentation

The vendor must use sections and tabs that are clearly identified and also must number and label all parts, pages, figures, and tables in its proposal. The vendor should prepare its proposal simply and economically, providing a straightforward, concise description of the vendor's capability to satisfy the conditions and requirements of this competitive solicitation. (Fancy bindings, colored displays, and promotional material are not desired). The vendor's emphasis should be on completeness and clarity of content. To expedite the University's evaluation of the proposal, it is mandatory that the vendor follow the instructions contained herein. The University is not liable for any costs incurred by the vendor in responding to this competitive solicitation including, without limitation, costs for any oral presentations requested by the University.

3.8 Proposals Must be in Ink or Typed

The vendor's proposal must be typed or printed in permanent ink.

3.9 Vendor's Signature

Where the vendor's signature is required, the vendor's proposal must contain the vendor's authorized representative's manual signature, in permanent ink, in the space provided. In addition, the vendor's authorized representative must initial all of the vendor's handwritten corrections (additions or deletions) in its proposal.

3.10 Complete Proposals Required

The vendor must complete and execute this competitive solicitation document, including any addenda, appendices, exhibits, attachments, requested information and proposal forms and submit them with and as a part of the vendor's proposal.

3.11 Use of Forms

If this competitive solicitation includes forms for the submission of information, the vendor must submit the requested information on the forms, attaching additional pages if necessary, or the University may reject the vendor's proposal.

3.12 Errors or Omissions

The vendor should examine its proposal carefully for any errors prior to submission. The vendor is solely responsible for the accuracy and completeness of its proposal. The vendor's errors or omissions, if any, are solely at the risk of the vendor and may be grounds for the University's

finding that the vendor's proposal is non-responsive. In case of the vendor's errors in extensions, the unit price will prevail.

3.13 Proposal Validity Period

The vendor's proposal shall, in its entirety, remain valid for 180 calendar days after the Response Due Date.

3.14 Proposal Opening

The proposals shall be delivered no later than 2:00 p.m. EST on NOVEMBER 11, 2015, to the Authorized University Representative at the address stated in Section 3.1. At that time the University will open all timely submitted proposals for the sole purpose of recording the names of the vendors submitting proposals.

3.15 Government in the Sunshine

The University is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of the proposals. Accordingly, except as provided below, vendors should not label proposals as confidential or proprietary or trade secret protected. Any vendor that determines that it must divulge such information as part of its proposal must provide one electronic redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

The proposal will be a public document subject to release under the Government in the Sunshine laws unless an exemption from disclosure exists and is properly asserted and preserved by the vendor. Vendors should prepare the proposal with the understanding that it may become available to the public at some time.

ANY CLAIM OF EXEMPTION FROM DISCLOSURE MUST BE MADE EXPRESSLY AND CONSPICUOUSLY IN THE PROPOSAL, and cite the statutory basis of the claimed exemption. Failure to claim exemption will result in waiver of any exemption that may have existed. See, e.g., *Sepro Corp. v. Fla. Dep't of Env'tl. Protection*, 839 So.2d 781 (Fla. 1st DCA 2003).

Proposals will be temporarily exempt from inspection as a public record for a limited time pursuant to section 119.071, Florida Statutes (2012). It is not necessary for vendors to claim this temporary exemption.

Negotiation strategy sessions and negotiations with vendors will not be public but will be recorded pursuant to section 286.0113, Florida Statutes (2012).

4.0 PROPOSAL INFORMATION AND EVALUATION CRITERIA

Vendor proposals will be evaluated based upon the vendor's ability to meet the University's needs. Evaluation of vendor information will be based on the vendor's submitted proposal to the information requested below. The initial proposals must provide clear and easy-to-understand explanations of agency services, methods, and pricing. University staff will evaluate the proposals. The evaluation will be based on the information provided in the ITN, any additional information requested by the University, information obtained from references and independent

sources, technical and financial data, and oral presentations, if requested. Specific consideration will be given to the following proposals in no particular order or weighting:

- Vendor organization, account team, accessibility, and resource commitment
- Experience of company with contracts of similar size and scope, reference information from current or former clients, and breadth of services
- Creativity and quality of approach, portfolio and services proposed
- Ability to develop a logo that meets the objectives of the Florida Polytechnic University and provide best value
- Pricing

4.1 Required Proposal Format

To facilitate the University's analysis of the vendor's proposal, the vendor must prepare its proposal in accordance with the instructions provided in this competitive solicitation. If the vendor's proposal deviates from these instructions, such proposal may, at the University's discretion, be rejected.

Proposals must be prepared in at least 12-point font size on 8.5" x 11" white paper, with pages sequentially numbered. Some of the sections described below have page limitations; the University may disregard information not complying with these page limitations.

4.2 Proposal Requirements

Each proposal contents shall be separated by sequentially numbered tabs as follows (and the supplied electronic copy shall be indexed similarly).

Each vendor shall organize its proposal to provide the following information in order to assist the University in the selection, evaluation and award process.

Tab 1 Completed and signed Proposal Submittal Form (Exhibit B), along with completed and signed addendum cover pages, if any.

Tab 2 Firm Background - Provide a one-to-two page executive overview, including firm's area of expertise, introduction to and resumes of the proposed account manager(s), and any significant growth, downsizing, mergers, and/or restructuring that have taken place in agency within the last three years or that are anticipated to take place within the next three years.

- a) Please also provide contact name(s) and title(s) of the individual(s) responsible for the company's proposal and negotiation during this ITN process. Include the Organizational Chart beginning with the firm's account management team through the CEO of the company.
- b) Describe the back-up plan in the absence of agency executive or account manager(s) assigned to the University.
- c) If firm offices are not located near Lakeland, Florida, how will the firm service the account?

- d) Would any process or tactic have to be “outsourced” from the agency? If so, provide a list of companies upon which the agency relies to provide services that the firm anticipates will be required.
- e) Describe the mission and philosophy which distinguish the agency from its competitors. Please explain how the agency is uniquely qualified to work with Florida Polytechnic University.

Tab 3 Firm Experience and References - provide information about firm and firm’s account manager(s) experiences with similar projects in higher education, government funded and other not-for-profit organizations

- a) Provide three (3) current and two (2) former client reference names and key contact information. This list must include the name, address, telephone, and email address of the client contract contact.
- b) Provide the total dollar amount of annual agency billings (no company names needed)
- c) Provide current and former governmental or higher educational institution experience.
- d) Provide a list of clients who have discontinued their relationship with the agency in the last 24 months and key contact information.
- e) Disclose any conflicts of interest or limitations that may exist should the firm be selected to provide services to the University. Please also describe the firm’s approach to handling potential conflicts of interest.

Tab 4 Pricing for the Logo Development & Brand Guide Services –Describe firm’s pricing for the total cost of the service and how expenses are incurred. Please provide the following:

- a) Provide firm’s hourly fee schedule for all position levels which would work on this project. Include fixed hourly rates; travel inclusive, for each discipline/job title. The hourly rate schedule will be locked for the duration of the initial contract. See 5.9 “Price Adjustment” for information regarding pricing in the event the Florida Polytechnic University elects to utilize possible renewals.
 - All travel costs will be actual and subject to Florida Statute 112.061. All optional arrangements should be described separately.
 - Indicate any value-added, special services or discounts that could be combined in this ITN.
- b) If pricing with cost plus markup for outsourced services, please provide details on the percentage of markup, when it is applied, and if it varies (if applicable).
- c) Describe policies regarding cost-effective methods of pricing: fee, commission, combination, performance guarantees, etc.
- d) Cost for market study

- e) Cost of strategies for implementation and rollout of the new brand identity

Tab 5 Portfolio Sample Work (provide 6 copies of requested materials)

- a) Provide logo designs that are the best samples of agency's work.
- b) Include hard copies of any relevant self-promotional or standard promotional materials about the firm.

Tab 6 Best Value - describe the process of producing "best value" for University and its users, through designing a new logo and providing a brand guide

- a) Provide information on the company's branding strategy.
- b) Please describe the process of producing "best value" for University and its users through creating a brand guide and assisting with the roll out.
- c) Explain other offerings that would be available to the University through the company, including but not limited to financial incentives.

Tab 7 Exhibit C & D, completed, signed and dated

Tab 8 Additional Information - Provide any additional information that should be considered in this evaluation. The vendor may present creative approaches that would be pertinent to this ITN.

4.3 Proposal Cost

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.

4.4 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.

4.5 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.

5.0 SELECTION COMMITTEE, SELECTION PROCESS AND EVALUATION OF PROPOSALS

5.1 Responsiveness and Responsibility

The University will initially review each proposal for: (a) minor informalities, irregularities, and apparent clerical mistakes which are unrelated to the substantive content; and (b) conformance to the ITN instructions regarding organization and format. Proposals that are deemed non-responsive to this ITN will be excluded from any further consideration. The University reserves the right to waive any minor non-conformance.

Proposals may be excluded from further consideration and the vendor will be so advised. The University may, in its sole discretion, also exclude from consideration any vendor whose proposal contains a material misrepresentation. The University may, in its sole discretion, request clarifications of the information submitted, and may also rely upon any information obtained from any source that pertains to the issue of a vendor's integrity and capability to perform.

5.2 Selection Process

The University will conduct the following selection process:

- The University establishes an Evaluation Committee.
- The Evaluation Committee reviews and evaluates the proposals according to the evaluation criteria and points contained in Section 4.
- The Evaluation Committee will short-list up to three vendors for further evaluation by University leaders and subject matter experts.
- The Evaluation Committee will recommend award(s) to the responsive and responsible vendor(s) whose proposal is determined to be the most advantageous to the University.

- The awarded vendor will design, revise and finalize the new logo, its variations and create a brand guide for the University and assist with the roll out.

5.3 Tie Proposals

When multiple proposals are equal in all respects, the University will give preference to the proposals in the following order: Proposals from vendors that include commodities manufactured in Florida, then from vendors that are Florida businesses, then vendors who have a drug-free workplace program, and then vendors who are foreign manufacturers located in Florida, in determining the award, or if those conditions do not exist or are equivalent between two or more proposals, the award will be determined by the toss of a coin.

5.4 Award of Agreement

The University intends to award an agreement(s) resulting from this competitive solicitation to the vendor(s) whose proposals represents the best value to the University. The University is not obligated to make an award(s) under or as a result of this competitive solicitation.

5.5 Posting of Intent to Award

The intent to award an agreements to a vendor, if any, will be posted on the website for review by interested parties, and will remain posted for a period of seventy-two (72) hours; excluding weekends, federal holidays, and University holidays.

5.6 Selection, Negotiation, Additional Information

Although the University reserves the right to negotiate with any 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 of vendors without further discussion, negotiation, or prior notice. The University may presume that any proposal is a best-and-final offer.

5.7 Pre-Award Negotiations

The University reserves the right to negotiate prior to award with qualified 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 Qualified Proposers
- Obtaining the lowest and best pricing and/or Agreement

5.8 Pre-Award Presentations

The University reserves the right to require presentations 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.

5.9 Price Adjustments

Prices will be locked for the duration of the contract. In the event the University elects to utilize one, two or three of the possible renewals, 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.

6.0 UNIVERSITY RESERVED RIGHTS

In connection with this procurement, the University reserves to itself all rights (which rights shall be exercisable by the University in its sole discretion) available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

- (a) Develop the scope of work in any manner that it, in its sole discretion, deems necessary.
- (b) Cancel this ITN in whole or in part at any time prior to the execution by the University of an agreement, without incurring any cost obligations or liabilities.
- (c) Reject any and all proposals received at any time.
- (d) Modify all dates set or projected in this ITN.
- (e) At any time terminate consideration of proposals received.
- (f) Issue addenda, supplements, and modifications to this ITN.
- (g) Seek the assistance of outside technical experts and consultants in the procurement process and scope of services.
- (h) Require confirmation of information furnished by a vendor; require additional information from a vendor concerning its proposal; and require additional evidence of qualifications to perform the work described in this ITN.
- (i) Seek or obtain data from any source that has the potential to improve the understanding and of the proposals to this ITN.
- (j) Add or delete vendor responsibilities from the information contained in this ITN.
- (k) Waive administrative and otherwise immaterial deficiencies in a proposal, accept and review a non-conforming proposal, or permit clarifications or supplements to a proposal.
- (l) Disqualify any vendor who changes its proposal without University approval.
- (m) Exercise any other right reserved or afforded to the University under this ITN or an applicable law.

This ITN does not commit the University to enter into an agreement, or to proceed with the ITN process described herein.

In no event shall the University be bound by, or liable for, any obligations with respect to the scope of work until such time (if at all) as an agreement, in form and substance satisfactory to the University, has been authorized and executed by the University, and, then, only to the extent set forth therein.

7.0 LEGAL AUTHORITY

The University is part of the State of Florida's State University System, established by Article IX, Section 7, of the Florida Constitution and governed generally by the Florida K-20 Education Code, Chapters 1000 through 1013, Florida Statutes. The proposed structure of the engagement is authorized by Section 1013.171(1), Florida Statutes, which authorizes the University "to negotiate and enter into agreements to lease land...for the purpose of erecting thereon facilities and accommodations necessary and desirable to serve the needs and purposes of the university."

8.0 GENERAL TERMS

8.1 Insurance

Insurance obligations will be specified in the Agreement.

8.2 Software Warranty and Back Up

If a vendor is providing software to the University, the vendor warrants that: (1) the media on which the product software is distributed is free from defects in materials and workmanship, and (2) the product performs the functions described in the documentation for the product. In addition, the University may create and retain a copy of the software and related documentation for back up and disaster recovery purposes and for archival purposes. This provision shall survive termination or expiration of the agreement.

8.3 Safety

The University seeks to furnish its students and employees with a place of study and work 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 vendor 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.

8.4 Compliance With Laws and Regulations

The vendor shall use its best efforts to assure that the vendor and its employees, agents and subcontractors comply with all applicable laws and the University's site regulations while performing the agreement.

8.5 Parking

The vendor shall ensure that all of its employees', agents', and subcontractors' vehicles parked on the University premises have proper parking permits. All vehicles must be registered with, and have parking permits purchased from the University's Parking Services Department properly displayed. The vendor, and the vendor's employees, agents and subcontractors shall observe all parking regulations. The failure to purchase parking permits, properly display them, and otherwise comply with all the University's parking regulations could result in the ticketing and/or the towing of the vendor's and/or the vendor's employees', agents', and subcontractors' vehicles. For additional parking information, contact the University's Department of Parking and Transportation.

8.6 Public Entity Crimes

In accordance with Florida Statutes §287.133(2)(a), a vendor 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 solicitation response, the vendor is certifying that the vendor is not on the convicted vendor list maintained by the Florida Department of Management Services, and the vendor is also certifying that any subcontractor listed in the vendor's solicitation response is not on the convicted vendor list.

8.7 Waiver of Rights and Breaches

No right conferred on the University by this competitive solicitation or resulting agreement, if any, shall 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 shall not constitute a waiver or excuse of any other right or breach.

8.8 Conflict of Interest

The award(s) of this competitive solicitation is subject to the provisions of Florida Statutes Chapter 112. The vendor must disclose in its proposal the name of any officer, director, or agent of the vendor who is also an employee of the University, or of the State of Florida or of any of its agencies.

Further, the vendor must disclose in its proposal the name of any University or State employee who owns, directly or indirectly, an interest of five (5%) or more of the vendor's company or any of its affiliates or branches.

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

Failure to disclose the required information or violation of Section 112.3185,

Florida Statutes, shall be grounds for rejection of the vendor's proposal, cancellation of an intent to award, and/or cancellation of any agreement with the vendor.

8.9 Covenant Against Commissions, or Brokerage and Contingent Fees

By submitting a proposal, the vendor warrants that the vendor has not employed or retained any person or entity, other than a bona fide employee working solely for the vendor, to solicit or secure any award or agreement resulting from this competitive solicitation or to solicit or secure any other advantage related to this competitive solicitation. By signing an agreement with the University, the vendor warrants that the vendor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the agreement. In the event of the vendor's breach or violation of this warranty, the University has the right to annul any agreement with such vendor resulting from this competitive solicitation, without liability, and to deduct from any amounts otherwise payable to the vendor under such agreement the full amount of such fee, commission, percentage, gift, or other consideration, and to pursue any other remedy available to the University under such agreement, at law or in equity.

8.10 Disposition of Proposals

All proposals become the property of the University, and the University shall have the right to use all ideas, and/or adaptations of those ideas, contained in any proposal received in response to this competitive solicitation. Any parts of the proposals, and any other material(s) submitted to the University with the proposals that are copyrighted or expressly marked as "confidential", "proprietary", or "trade secret", will be exempt from the public records disclosure requirements of Chapter 119, Florida Statutes, only to the extent expressly authorized by Florida law. The University's selection or rejection of a proposal will not affect this exemption.

8.11 Licensing Requirements

To the extent applicable, the vendor shall have all appropriate licenses to conduct business in the State of Florida and Polk County at or prior to award of an agreement resulting from this competitive solicitation, and must provide proof of such to the University as a condition of award of an agreement.

8.12 Subcontractors

If the vendor contemplates the use of subcontractors, as a further condition of award of an agreement, the vendor must certify in writing that all of its subcontractors will be appropriately licensed and are registered with the State

of Florida in accordance with Florida Statutes Chapters 607 or 620, and such statement will include any subcontractors' corporate charter numbers. For additional information on registering, the vendor should contact the Florida Secretary of State's Office.

The vendor is fully responsible for all work performed under the agreement resulting from this competitive solicitation. No subcontract which the vendor enters into related to the agreement shall in any way relieve the vendor of any responsibility for performance of its duties under the agreement.

8.13 Small Business Program

The 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. The vendor shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses.

8.14 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 vendor 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 completed Certificate of Non-Segregated Facilities, attached as Exhibit C, must be submitted in the vendor's proposal with Tab 7.
- 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 (EEOO-1) must be filed prior to March 1 of each year.

8.15 Vendor's Employment of Unauthorized Aliens

Employment of unauthorized aliens is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for the University's unilateral

cancellation of the agreement.

8.16 Collusion Prohibited

In connection with this ITN, vendor collusion with other vendors or employees thereof, or with any employee of the University, is prohibited. Any attempt by a vendor, whether successful or not, to subvert or skirt the principles of open and fair competition, may result in the vendor disqualification and/or cancellation of award. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University. The Non Collusion Affidavit, attached as Exhibit D, must be submitted in the vendor's proposal with Tab 7.

8.17 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.

8.18 Actions of Vendor

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

8.19 Advertising

The vendor shall not advertise or publish information concerning the ITN or agreement without prior written consent of the University. The University shall not unreasonably withhold permission.

8.20 Drug Free Workplace

The vendor agrees that in the performance of the agreement, neither the vendor nor any employee of the 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 vendor's Drug Free Workplace Policy. The vendor further agrees to insert a provision similar to this statement in all subcontracts for services required.

8.21 Background Check

All workers of the vendor and their 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.

8.22 Federal, State, and Local Laws and Regulation

The 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 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 vendor shall be prepared to provide evidence of such licensing as may be requested by the University. The 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.

8.23 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.

8.24 Liens

The 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 vendor.

8.25 Modifications

The ITN can be modified or rescinded only by a writing signed by both parties or by their duly authorized agents, unless otherwise provided in this ITN.

8.26 Ownership of Documents

All drawings, maps, sketches, documents, records, programs, data base, reports and other data developed or purchased, under this ITN shall be and remain the University's property, without restriction, reservation or qualifications. The vendors may retain copies necessary for recordkeeping documentation and all such other business purposes related to the ITN.

8.27 Sales and Use Tax

The vendor agrees to comply with and to require all of its subcontractors to comply with all the provisions of applicable law. The 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 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.

8.28 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 an offensive academic environment for University students, vendors, subcontractors and suppliers for this ITN are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. The vendor's employees or agents or 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 University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

8.29 Smoking on Campus Policy

Florida Polytechnic University campus only allows smoking in designated areas. The vendor is expected to respect this policy and fully comply with it.

8.30 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.

8.31 Assignment-Delegation

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

8.32 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, the vendor hereby assigns to the University any and all claims for such overcharges.

8.33 Force Majeure

In the event compliance with any obligation under this ITN 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.

8.34 Indemnification/Hold Harmless

The vendor shall indemnify, defend, and hold harmless the Board of Trustees, Florida Polytechnic University, the State of Florida and the Florida BOG, 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 Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement. The Vendor's obligation under this provision shall not extend to any liability caused by the sole negligence of the Florida Polytechnic University, or its officers, agents, and employees. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by the Vendor and third party infringement under the Agreement.

8.35 Protection of Property

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

University buildings, University premises, students, personnel, and visitors.

8.36 Labor Disputes

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

8.37 Laws and Regulations

The Vendor is 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.

8.38 No Waiver of Right by the University

No waiver by the University of any breach of the provisions of the Agreement by the 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.

8.39 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.

8.40 Public Records

Except as provided in Section 4, 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 Respondent 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 Vendor in conjunction with the Agreement.

8.41 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 BOG and the University. The University and the 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.

8.42 Termination

8.42.1 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.

8.42.2 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.

8.42.3 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.

8.42.4 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.

8.43 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.

8.44 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.

8.45 Payment Card Industry Data Security Standard

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

The Vendor 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.

EXHIBIT A

PROPOSAL REGISTRATION FORM

Interested vendors must register using this Form in order to receive notice of any addenda or notification to these documents. Please email the completed form to Florida Polytechnic Purchasing, Melek H. Yazici, myazici@FIPoly.org

It is the vendor's responsibility to verify if addenda and/or notifications have been issued.

Competitive Solicitation 09-002 Invitation To Negotiate Logo Development

This Form is for registration only.

Firm Name: _____

Contact Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____

Email Address: _____

EXHIBIT B

PROPOSAL SUBMITTAL FORM

I have completed and submitted all applicable Proposal forms and I am authorized to sign this Proposal for the Proposer.

PROPOSER NAME

AUTHORIZED SIGNATURE (MANUAL)

MAILING ADDRESS

NAME (TYPED OR PRINTED)

CITY, STATE AND ZIP CODE

TITLE (TYPED OR PRINTED)

(AREA CODE) TELEPHONE NUMBER

EMAIL ADDRESS

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

EXHIBIT C

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.**

EXHIBIT C

CERTIFICATE OF NON-SEGREGATED FACILITIES SUBPART -

VENDOR'S AGREEMENTS

During the performance of this Agreement, the Vendor agrees as follows:

- (1) The Vendor will not discriminate against any employee or applicant for employment because of face, color, religion, sex, or national origin. The Vendor 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 Vendor 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 Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The Vendor will send to each labor union or representative of workers with which the Vendor 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 Vendor'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 Vendor 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 Vendor 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 Vendor'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 Vendor 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 Vendor 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 subVendor or Vendor. The Vendor 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 Vendor becomes involved in, or is threatened with, litigation with a subVendor or Vendor as a result of such direction by the contracting agency, the Vendor 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 Vendor 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.

VENDOR COMPANY NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

EXHIBIT D

NON-COLLUSION AFFIDAVIT OF VENDOR

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

1. They are _____ of _____,
the vendor that has submitted the attached proposal;
2. They are fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstance respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said vendor nor any of their officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other vendor, firm or person to submit a collusive or sham proposal in connection with such agreement or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other vendor, firm, or person to fix the price or prices, if any, in the attached proposal of any other vendor, or to fix any overhead, profit or cost element of any price, if any, of any other vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Florida Polytechnic University or any person interested in the resulting agreement.

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).

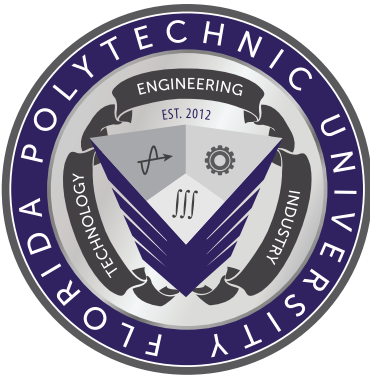
NOTARY PUBLIC

☐ Personally Known

☐ Produced identification (Type of ID)

Florida Poly Existing Brand Elements

SEAL



MASCOT



LOGO (To be redesigned)

FLORIDA

POLYTECHNIC
UNIVERSITY

FLORIDA

POLY

Florida Poly Existing Brand Elements

STUDENT GOVERNMENT ASSOCIATION



FLORIDA POLY | SGA
Student Government Association

Florida Polytechnic University Color Guide

Purple



HEX -#492f92 PMS- 267

RGB- R:73 G:47 B:146

CMYK- C: 89 M: 100 Y: 0 K: 0

Grey



HEX #b3b4b4 PMS- Cool Grey 5

RGB- R:179 G: 180 B:179

CMYK- C: 31 M: 24 Y: 25 K: 0

Dark Grey



HEX - #464647 PMS- 446

RGB- R:70 G:70 B:71

CMYK- C: 67 M: 60 Y: 58 K: 42

Black



HEX - #000000 PMS- 426

RGB- R:0 G:0 B:0

CMYK- C: 75 M: 68 Y: 67 K: 90

Orange



HEX #fbb040 PMS- 143

RGB- R:251 G:176 B:64

CMYK- C: 0 M: 35 Y: 85 K: 0

Green



HEX -#9fcc3c PMS- 375

RGB- R:159 G:204 B:60

CMYK- C: 43 M: 0 Y: 99 K: 0

Blue



HEX - #00addb PMS-298

RGB- R:0 G:173 B:219

CMYK- C: 73 M: 11 Y: 5 K: 0

Phoenix (Mascot) Color Chart

This color chart is currently exclusive to the Phoenix mascot. Submitting vendors are welcome to incorporate this orange and/or gray as part of their designs as well, though it isn't required. The only official color of the University is purple (Pantone 267). Silver/gray is the most often used secondary color.

Purple, Orange, and Gray are the dominant logo colors. White being used only on dark backgrounds.



Pantone 267 C
C: 82 M: 97 Y: 0 K: 0
R: 95 G: 37 B: 159
HEX: #5F259F



Pantone 1655 C
C: 0 M: 73 Y: 98 K: 0
R: 252 G: 76 B: 2
Hex: #FC4C02



Pantone 427 C
C: 7 M: 3 Y: 5 K: 8
R: 208 G: 211 B: 212
Hex: #D0D3D4



White
C: 0 M: 0 Y: 0 K: 0
R: 255 G: 255 B: 255
Hex: #FFFFFF

Innovation, Science and Technology (IST) Building

