SUBMIT RESPONSE TO:	
FLORIDA POLYTECHNIC UNIVERSITY procurement@flpoly.org	**COMPETITIVE SOLICITATION DOCUMENT** **("Solicitation")** ☒ **RFP No. 16-007** **ITB No._____** **ITN No._____**
RESPONSE DEADLINE (Date and Time): FEBRUARY 25, 2016 @ 2:00PM Eastern Time	**SOLICITATION TITLE:** HEALTH INFORMATICS LAB SYSTEM & STORAGE

Please refer to the above address for Response opening location

POSTING OF RFP TABULATION AND NOTICES

The RFP tabulation and notices of a decision or intended decision and recommended award related to this Competitive Solicitation will be posted at the Florida Polytechnic University Procurement website- https://floridapolytechnic.org/resources/current-competitive-solicitations/ and will remain posted for a period of 72 hours. Failure to file a protest in accordance with Florida Board of Governors' ("BOG") regulation 18.002, or failure to post the bond or other security as required in BOG regulations 18.002 and 18.003, shall constitute a waiver of protest proceedings.

PROCUREMENT REPRESENTATIVE	David O'Brien, Director of Procurement
VENDOR'S LEGAL NAME	
VENDOR'S MAILING ADDRESS	
VENDOR WEB ADDRESS	
VENDOR E-MAIL ADDRESS	
VENDOR FACSIMILE	
VENDOR TELEPHONE NUMBER	
VENDOR TOLL FREE NUMBER	

By signing this document, I certify that this solicitation response ("response") is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this competitive solicitation and certify that I am authorized to sign this solicitation response for the Vendor and that the Vendor is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements. In submitting a solicitation response to the University, the Vendor offers and agrees that if the solicitation response is accepted, the Vendor 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 shall be made and become effective at the time the University tenders final payment to the Vendor.

_____

AUTHORIZED SIGNATURE (MANUAL)

_____

PRINT NAME AND TITLE

_____

DATE SIGNED

FLORIDA POLYTECHNIC UNIVERSITY

COMPETITIVE SOLICITATION NUMBER: RFP 16-007

FOR

Health Informatics Lab System & Storage

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1.0 OVERVIEW

1.1 Statement of Objective

This is a competitive solicitation for on premise and in Lab host(s) computing system with storage.

The purpose of this request for proposals is to evaluate and select a firm to provide a computing system with storage that meets or exceeds the performance specification shown below in the Scope of Services. The system will be deployed on the main campus of Florida Poly.

1.2 Calendar of Events

Unless otherwise revised by an Addendum to this competitive solicitation, the dates and times by which stated actions will be taken or completed are listed below. If Florida Poly determines, in its sole discretion, that it is necessary to change any of these dates and times, it will issue an Addendum to this competitive solicitation which will be posted on the Website. All times listed are Eastern Standard Time (EST).

Date/Time	**Action**
02/01/2016	Competitive solicitation advertised and released.
02/15/2016	Last Day for Florida Poly to receive communications and/or inquiries from Vendors regarding the competitive solicitation via email to Authorized Florida Poly Representative at procurement@flpoly.org before 2:00 pm ("**Inquiry Deadline Date**").
02/19/2016	Florida Poly will respond to inquiries and requests for clarifications by posting an Addendum on the Website.
02/25/2016	Deadline for Florida Poly to receive solicitation responses via email from Vendors at 2:00 p.m. ("**Solicitation Response Due Date**") and solicitation response opening at 2:00 p.m. (*Note*: Any solicitation responses received after the Solicitation Response Due Date and time shall be deemed non-responsive.

The Procurement Department will post notice of changes to any of the above dates, and will provide advance notice of any pre-proposal meetings and evaluation committee meetings related to this competitive solicitation by posting the information on the Florida Poly Website at https://floridapolytechnic.org/resources (“**the Website**”). Vendor is solely responsible for checking the Website periodically in order to verify whether any changes have been made to the Calendar or whether any meetings are scheduled to take place. Florida Poly reserves the sole discretion over the conduct of any meetings and the extent, if any, that those attending may participate in such meetings.

1.3 Scope of Work and Deliverables

A. On premise and in Lab host(s) computing system with storage of at least 64 TB of online digital storage.

B. Host system must be stand-alone with local networking capability (at least 1Gbps Ethernet). The host system must be an open architecture and be able to run and process big data sets or data files will be either structured or unstructured data depending on the project and use case scenario.

C. The host system must be expandable with modular, plug-n-play or compatible additional processors and/or storage for future growth needs.

D. The system must be able to run either a distribution of Linux, Windows server or a virtualization platform such as VMware or Hyper-V.

Location of the project is on the main campus of Florida Polytechnic University: 4700 Research Way Lakeland FL 33805.

1.4 Solicitation Response

Each Vendor shall organize its solicitation response to provide the following information in order to assist Florida Poly in the selection, evaluation and award process.

Tab 1 - **Appendix I:** Conditions and Requirements, completed and signed, along with Vendor’s and any specific requests for changes to terms and conditions, if any.

The Vendor must initial the designated items, in **APPENDIX I**, indicating that the Vendor understands and agrees to the terms and conditions as **provided in this competitive solicitation.** If the Vendor wants to request additional language or specific changes to the terms and conditions, Vendor must specifically do so in Vendor’s solicitation response and include such requests with **APPENDIX I.** Requests for additional language or requests for revisions to language in this RFP document must be included in their entirety as part of Vendor’s solicitation response under Tab 1 for consideration by Florida Poly. In addition, any documents incorporated by reference in the requests for additional language or

request for revisions and any and all forms Florida Poly will need to fill out, prepare or submit to Vendor if awarded the contract must be included in Vendors' solicitation response.

Please be advised that Florida Poly, as a State university, must adhere to applicable laws and regulations, and therefore certain terms and conditions may not be altered.

Tab 2 - Contact information, including name(s), title(s), email address(es), mailing address(es) and phone number(s) for the individual(s) responsible for Vendor's proposal and negotiation during this process. As well as contact information for the individual(s) who should receive any notices related to this contract if awarded to Vendor.

Tab 3 - Corporate Governance Documents and a Certificate of Good Standing from Vendor's State of Incorporation, if other than Florida.

Tab 4 - **Company Background and History**

1. A brief profile of the company.
2. A brief history of the company.
3. Size of company (including number of employees).
4. Vendors must provide their certifications for each selected service outlined in Section 1.3 and the resumes outlining the experience and qualifications of their service providers. State the experience for each professional that will provide the services. This must include a minimum of one (2) year experience and information on other qualifications, skills and areas of expertise.
5. Vendor's overall qualifications to provide the services requested.
6. Identification of the proposer's staff member to serve as a liaison to Florida Poly for service delivery and scheduling of services.
7. Vendors must submit a list of all previous clients within the last 2 years. Vendors must show that they have at least two (2) years' experience in providing the services outlined in **Section 1.3**.
8. Please provide 2 overall references of current or past clients in which your organization provided the services outlined in **Section 1.3** and Tab **5** of the RFP document. These two letters of reference should be written no more than one year from the time this RFP was advertised. Please include the name of the entity, contact person and title, email address, and any other pertinent information.

Tab 5 - **Type of Services Being Offered from Section 1.3 Scope of Work**

1. Vendors must specify which service offering(s) your organization is submitting a proposal.

Tab 6 - **Rate Structure for Services outlined in Tab 5**

1. Vendors must outline pricing for this project on a "turn-key" or all inclusive basis. The computing and storage system must be installed complete, tested and ready for use.

Tab 7 - **Scheduling, Billing Policies, and Team Interpreting Policies**

1. Vendors must provide their policies as regards to scheduling and billing.

Tab 8 - The completed and signed competitive solicitation cover document, along with completed and signed Addendum Acknowledgement Forms, if any. The Vendor shall complete, sign and date the cover document, but shall not alter the language provided in this competitive solicitation document or the Addendum (a) in any way; any such alterations are void.

Tab 9 - Information regarding alternate brands or equivalent products being offered by Vendor, if any.

Tab 10 - Information regarding subcontractors (list of subcontractors with services to be provided by each and amount Vendor will pay to each; Vendor's certification that subcontractors are appropriately licensed and registered with the State of Florida).

Tab 11 - **Appendix II**: completed, signed and dated.

Tab 12 - If applicable, **Appendix IV – Affidavit of Trade Secret Certification** completed and signed by a high level officer of the Vendor as to applicable trade secrets contained in the Vendor's documents; Vendor must segregate and clearly mark all documents certified in Appendix IV and include such documents in this section (tab) of Vendor's proposal.

Tab 13 - **Insurance:** Letter or certificate from Vendor's insurer.

Tab 14 - Vendor's Services and Warranties, if applicable.

Tab 15 - Disclosures regarding: (a) Vendor employees having employment relationship with Florida Poly, State of Florida or any Florida State Agencies AND/OR (b) any Florida Poly or State employee(s) owning an interest of 5% or more of Vendor's company or its affiliates or branches.

Tab 16 - Additional information requested in the competitive solicitation and/or addenda, if applicable.

Tab 17 - Additional pertinent information Vendor would like to provide.

1.5. Evaluation Points

The evaluation criteria and points are provided below:

Table A –

Criteria	**Max Points**
Project Cost	50
Qualifications and Experience	20
Technical Capability and Capacity of System Proposed	30
Evaluation of Solicitation Responses Point Total	100

1.5.1 Evaluation Criteria:

1.5.1.2 Project Cost:

Pricing provided in **Tab 6** must be inclusive of all incidental fees (i.e. travel fees, etc.). Rates should be competitive and represent the rates currently industry-wide for entities similar in size and scope to Florida Poly.

1.5.1.3 Qualification and Experience:

The Evaluation Committee will evaluate this section of the vendor's proposal based on the information provided in **Tab 4** of your proposal.

1.5.1.4 Technical Capability & Capacity: The Evaluation Committee will evaluate this section of the vendor's proposal based on the information provided in **Tab 7** of your proposal. The committee will be evaluating the vendors system with regard to technical capability and system capacity and the ability to support the overall purpose of this RFP document which is outlined in **Section 1.3.**

1.5.1.5 Reserved Negotiation Points

1.5.1.5.2 Project Cost

1.5.1.5.3 Scope of Services

1.6 Definitions

"**Authorized Florida Poly Representative**" means the Florida Poly Procurement representative assigned to handle all Vendor communications related to this competitive solicitation. **(See Section 2.1)**

"**Contract**" means the formal bilateral agreement signed by the representatives of Florida Poly and the Successful Vendor which will incorporate this competitive solicitation, including those terms and conditions in **Appendix III**, and the Vendor's solicitation response.

"**Successful Vendor**" or "**Contractor**" means a firm or individual who is awarded a contract under this competitive solicitation.

"**Vendor**" means a proposer who submits a timely solicitation response to this competitive solicitation.

"Website" means the Florida Poly website at https://floridapolytechnic.org/resources

The words "**shall**", "**must**", or "**will**" are equivalent and indicate mandatory requirements or conditions, Florida Poly will not waive Vendor's material deviation from any of the mandatory requirements.

The words "**should**" or "**may**" are equivalent and indicate very desirable conditions or requirements. Vendor's deviation from any such desirable conditions or requirements may result in Vendor's solicitation response being considered as not being in Florida Poly's best interest.

1.7 Florida Poly Environment

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/ .

2.0 PROCESS

2.1 Authorized Florida Poly Representative/ Vendor's Submission of Solicitation Response

The Authorized Florida Poly Representative for this competitive solicitation is:

DAVID O'BRIEN, DIRECTOR OF PROCUREMENT

EMAIL: procurement@flpoly.org

Vendor must submit its sealed solicitation response to the Authorized Florida Poly Representative at the **email address** stated immediately above.

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

2.2 Vendor Communications and/or Inquiries

The Vendor shall review this competitive solicitation in its entirety to determine whether Florida Poly's objective, scope of services, conditions and requirements are clearly stated. If Vendor has any questions regarding this competitive solicitation, Vendor must submit such inquiries and requests for clarification via email only to the Authorized Florida Poly Representative at procurement@flpoly.org. The Vendor's 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.

Florida Poly will consider only those communications and/or inquiries submitted via **email** and received by the Authorized Florida Poly Representative on or before the Inquiry Deadline Date specified in **Section 1.2, "Calendar of Events"**. Unless the Authorized Florida Poly Representative specifically requests Vendor to provide additional communications, Florida Poly will not accept or consider any of Vendor's written or other communications and/or inquiries (except solicitation response) received between the Inquiry Deadline Date and the posting of an award, if any, under this competitive solicitation.

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

Florida Poly 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 the competitive solicitation documents.

2.3 Restricted Vendor Communications

From the date of issuance of this competitive solicitation until Florida Poly takes final agency action, the Vendor must not communicate with any Florida Poly employees, Evaluation Committee members or Florida Poly representatives regarding this competitive solicitation or Vendor's solicitation response except as provided herein or as expressly requested by the Authorized Florida Poly Representative. Violation of this restriction may result in rejection of the Vendor's solicitation response.

2.4 Addenda

Procurement Services will post any Addenda to this competitive solicitation along with Addenda Acknowledgment Forms on the Website. The Vendor's authorized representative must sign and

date the Addenda Acknowledgment Form(s), if any, and include the form(s) in the Vendor's solicitation response. All vendors, including known interested vendors, are solely responsible for checking the Website periodically to verify whether any such Addenda and forms were issued.

2.5 Protests

Any Vendor/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 shall 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 shall constitute a waiver of protest proceedings.

2.6 Delivery and Labeling of Sealed Solicitation Response

Vendor's solicitation response to this competitive solicitation shall be prepared in accordance with **Section 1.4, "Solicitation Response"**. Vendor's sealed solicitation response must be received via **email** by the Authorized Florida Poly Representative on or before the Solicitation Response Due Date and time specified in **Section 1.2, "Calendar of Events"** at Florida Polytechnic University, Procurement Services, Wellness Center Mail Room, 4700 Research Way, Lakeland, Florida 33805-8531. Vendor may not submit its solicitation response, or amendments to its solicitation response via telephone, facsimile, mail or telegraph.

Regardless of the form of delivery, it is the Vendor's responsibility to ensure that the solicitation response arrives at the Authorized Florida Poly Representative's email address **(See Section 2.1)** no later than 2:00 p.m. on the Solicitation Response Due Date. Vendor may not include more than one solicitation response per email.

Florida Poly will accept solicitation responses up to, and no solicitation responses may be withdrawn after, the Solicitation Response Due Date and time. Solicitation responses must be delivered via **email** with the following information clearly provided in the body of the email: The Authorized Florida Poly Representative's name as provided in **Section 2.1** and **RFP 16-007 Wireless Networking Expansion** and the date and time of the Solicitation Response Due Date. The solicitation response may include files in Word, Excel, PowerPoint or pdf formats.

2.7 Required Solicitation Response Format

To facilitate Florida Poly's analysis of Vendor's solicitation response, the Vendor must prepare its solicitation response in accordance with the instructions provided in this competitive solicitation. If Vendor's solicitation response deviates from these instructions, such solicitation response may, in Florida Poly's sole discretion, be rejected.

2.8 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 solicitation response. Vendor should prepare its solicitation response 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). Vendor's emphasis should be on completeness and clarity of content. To expedite Florida Poly's evaluation of the solicitation response, it is mandatory that Vendor follow the instructions contained herein. Florida Poly is not liable for any costs incurred by Vendors in responding to this competitive solicitation including, without limitation, costs for any oral presentations requested by Florida Poly.

2.9 Solicitation Responses Must be in Ink or Typed

Vendor's solicitation response must be typed or printed in permanent ink.

2.10 Vendor's Signature

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

2.11 Complete Responses Required

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

2.12 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 Florida Poly may reject the Vendor's solicitation response.

2.13 Errors or Omissions

Vendor should examine its solicitation response carefully for any errors prior to submission. The Vendor is solely responsible for the accuracy and completeness of its solicitation response. The Vendor's errors or omissions, if any, are solely at the risk of the Vendor and may be grounds for Florida Poly's finding that the Vendor's solicitation response is non-responsive. In case of Vendor's errors in extensions, the unit price will prevail.

2.14 Solicitation Response Validity Period

Vendor's solicitation response, shall in its entirety, remain valid for 180 calendar days after the Solicitation Response Due Date.

2.15 Solicitation Response Opening

At 2:00 p.m. on the Solicitation Response Due Date, Florida Poly will open all timely submitted solicitation responses for the sole purpose of recording the names of the Vendors submitting solicitation responses.

3.0 SELECTION PROCESS, EVALUATION PROCESS AND CRITERIA

3.1 Selection process

Florida Poly will conduct the following selection process:

- Florida Poly establishes an Evaluation Committee.

- The Evaluation Committee reviews and evaluates the solicitation responses according to the evaluation criteria and points contained in Table A (**See Section 1.5)** and develops a ranked order of Vendors.

- Florida Poly may request vendor presentations, oral interviews, additional written information, internal staff analysis and presentations, feedback from outside consultants, and/or any other information at any time during the Evaluation process in order to more fully evaluate the Vendor. Further, the Evaluation Committee may decide to create a shortlist of Vendors. The Evaluation Committee may request additional information from this shortlist rather than doing so from all Vendors. At its discretion, the Evaluation Committee may reevaluate the solicitation responses of all Vendors or the shortlisted Vendors, taking into consideration the additional information obtained, in order to determine a final ranked order of Vendors. Florida Poly has the right to inspect the Vendor's facilities at any reasonable time after giving Vendor prior notice for purposes of evaluating the Vendor.

- If negotiations are necessary, Florida Poly will invite the highest ranked Vendor (if awarding to several vendors, Florida Poly will negotiate with the highest ranked vendors) falling within the desired competitive range to enter into negotiations and will negotiate with the Vendor(s) in an effort to reach a successful conclusion.

- Note, if Florida Poly is awarding the contract to only one Vendor, and a successful conclusion cannot be reached with the highest ranked Vendor, the negotiations with the highest ranked Vendor will be terminated, and the Florida Poly may enter into negotiations with the next highest ranked Vendor, and so on until a successful conclusion to the negotiations is reached.

- The recommendation of the Evaluation Committee will be submitted to the Director of Procurement for review and approval and to the **Vice President and Chief Information Officer** or his/her designee, with final decision making authority regarding the competitive solicitation.

3.2 Cash Discounts

The Evaluation Committee will not consider cash discounts for prompt payment when determining the lowest net cost for solicitation response evaluation purposes.

3.3 Tie Responses

When multiple solicitation responses are equal in all respects, Florida Poly will give preference to solicitation responses in the following order: solicitation responses 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 contract award, or if those conditions do not exist or are equivalent between two or more solicitation responses, the contract award will be determined by the toss of a coin.

3.4 Contract Award

Florida Poly intends to award a Contract or Contracts resulting from this competitive solicitation to the Successful Vendor(s) whose solicitation response(s) represent the best value to Florida Poly. The Contract will include this competitive solicitation document, and the Successful Vendor's solicitation response, and all the terms and conditions found on the Sample Contract. (The Sample Contract is attached as **APPENDIX III**.) The Contract will also incorporate any clarifications, and if negotiations are conducted, any additional terms and conditions that are negotiated.

3.4.1 Florida Poly reserves the right to award a Contract without negotiations with the Vendor; therefore, the Vendor's solicitation response should contain the Vendor's best terms from a cost or price and technical standpoint.

3.4.2 Florida Poly reserves the right to make an award on any item or service for a quantity less than the quantity offered, at the unit cost or unit prices offered, unless the Vendor specifies otherwise in the Vendor's solicitation response.

3.4.3 Unless otherwise provided in this competitive solicitation, Florida Poly reserves the right to make multiple awards if, after considering the additional administrative costs, it is in Florida Poly's best interest to do so.

3.4.4 Florida Poly reserves the right to award the commodity specified and/or the services detailed in this competitive solicitation either in their entirety or in any part thereof, all to the advantage of Florida Poly.

3.4.5 Florida Poly may reject all solicitation responses if such action is in Florida Poly's best interest.

3.4.6 Florida Poly reserves the right and sole discretion to reject any solicitation response at any time on grounds that include, but are not limited to, Vendor's solicitation response being found to be nonresponsive, incomplete, or irregular in any way; or when Vendor's solicitation response is not in Florida Poly's best interest. Florida Poly may waive informalities and minor irregularities in solicitation responses.

Florida Poly is not obligated to make an award under or as a result of this competitive solicitation. Florida Poly reserves the right to award a contract, to the Vendor(s) submitting a solicitation response that Florida Poly, in its sole discretion, determines is in Florida Poly's best interest.

3.5 Posting of Intent to Award/Protest

The Intent to Award 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 Florida Poly holidays.

Failure to file a notice of protest or the written petition in accordance with the Florida Board of Governors' Regulation 18.002, or Vendor's failure to post the Solicitation Protest Bond or other security as required in the Board of Governor's Regulations 18.002 and 18.003, shall constitute a waiver of the right to protest proceedings.

3.6 Commencement of Work

Vendor/Successful Vendor will not provide any commodities or services or take any action, even if such is as a result of any discussions with any Florida Poly employee, prior to the Contract execution by both parties. If Vendor/Successful Vendor provides services or commodities or takes any action prior to the Contract being signed by both parties, the Vendor/Successful Vendor does so at Vendor/Successful Vendor's sole risk and expense.

3.7 Alternate Brands or Equivalent Products

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the competitive solicitation are for information and not intended to limit competition. The Vendor may offer any brand for which Vendor is an authorized representative, where such brand meets or exceeds the specifications for any item. Likewise, customary measurements appearing in the competitive solicitation are not intended to preclude solicitation responses for commodities with equivalent metric measurements. All items provided by Vendor will be new items.

If Vendor's solicitation response is based on an alternate brand or equivalent product, Vendor must indicate the manufacturer's name and product number on the Vendor's solicitation response for such alternate brand or equivalent product. Vendor shall submit cuts, sketches and descriptive literature, and/or complete specifications of the alternate brand or equivalent product with the solicitation response. Vendor may not reference information or literature submitted with a previous solicitation response. The Vendor shall also explain in detail the reasons why the proposed equivalent will meet the specifications and why it should not be considered an exception thereto. The University reserves the right to approve or reject an item as an approved alternate brand or equivalent product.

If Vendor's solicitation response lacks any written indication of intent to propose an alternate brand or equivalent product, Vendor's solicitation response will be received and considered by Florida Poly to be for items that are in absolute compliance (including as to brand and measurement) with the specifications as written in the competitive solicitation.

4.0 SPECIFIC TERMS

INTENTIONALLY LEFT BLANK

5.0 GENERAL TERMS

5.1 Insurance

The Successful Vendor shall provide and keep in full force and effect during the term of Contract, at the Successful Vendor's own cost and expense, the following insurance policies for the joint benefit of the Successful Vendor and Florida Poly, with an insurer reasonably acceptable to Florida Poly:

Contractor's Public Liability and Property Damage Insurance
The Contractor shall secure and maintain, during the life of this agreement, COMPREHENSIVE GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE naming The Florida Polytechnic University Board of Trustees as an additional insured to protect all parties from claims for damages, personal injury, including accidental death, as well as claims for property damages which may arise from operations under this agreement whether such operations be by the Contractor or anyone directly or indirectly employed by the Contractor. The amount of such insurance shall be set at minimum amount no less than the following:

1.	Bodily Injury Liability	$1,000,000 each accident/$2,000,000 aggregate
2.	Auto Property Damage Liability	$1,000,000 each accident/ $2,000,000 aggregate per occurrence
3.	Property Damage Liability- (other than automobile)	$1,000,000 each accident/$2,000,000 aggregate $2,000,000 aggregate operations $2,000,000 aggregate protective $2,000,000 aggregate contractual

4. "XCU" (Explosion, collapse, underground damage) - The contractor's liability policy shall provide "XCU" coverage for those classifications in which they are excluded.

5. Contractual Liability - Work Contracts - The Contractor's liability policy shall cover such contracts when they are affected.

6. In some cases a Contractor and Subcontractor may be required to provide proof of Environmental Protection Coverage.

In order for Successful Vendor to show that it can satisfy these requirements, the Successful Vendor must include in its solicitation response one of the following:

a. A letter from Successful Vendor's insurer stating that the Successful Vendor meets the currently specified insurance requirements, or

b. A commitment letter from an insurer that if awarded a contract, Successful Vendor will have access to such coverage, or

c. A Certificate of Insurance from Successful Vendor's insurer stating that the Successful Vendor meets the currently specified insurance requirements.

The Successful Vendor shall deliver to: Florida Polytechnic University, Procurement Services, Wellness Center Mail Room, 4700 Research Way, Lakeland, Florida 33805-8531, true and correct copies of certificates of such insurance within ten (10) business days of notice of formal award.

The policies shall carry an endorsement to provide thirty (30) days prior written notice to Florida Poly in the event of cancellation or reduction in coverage or amount. In the event the Successful Vendor's insurance **carrier** refuses to provide an endorsement to provide thirty (30) days prior written notice to Florida Poly, then the Successful Vendor will be required to provide thirty (30) days prior written notice to Florida Poly in the event of cancellation or reduction in the coverage or amount and secure any new insurance as required to comply with this Contract to ensure continuous coverage. If the Successful Vendor fails to secure and maintain insurance policies complying with the provisions of this Contract, Florida Poly may terminate the Contract. Successful Vendor shall do nothing that will adversely affect Florida Poly, in any way, including increasing risks, insurance premiums or liability

If the professional liability coverage is provided on a claims-made basis, then such insurance shall continue for three (3) years following the completion of the performance or the attempted performance of the provisions of this agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this agreement. If the coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the effective date or coinciding with the effective date of this agreement the vendor must purchase Extended Reporting ("Tail") coverage for a minimum of three (3) years following the completion of the performance or the attempted performance of the provisions of this agreement.

In addition to the insurance required to be obtained and maintained by the Successful Vendor, if the Successful Vendor assigns any portion of the duties under the Contract in accordance with the terms thereof, each subcontractor or assignee is required to purchase and maintain insurance coverage that adequately covers each subcontractor's or assignee's exposure based on the type of services they are providing in connection with this Contract.

Florida Poly reserves the right to cancel any award made or cancel the Contract if Successful Vendor fails to supply and/or maintain the required coverage.

Should Vendor take exception to the stated insurance requirements in its solicitation response, such will be grounds for disqualifying Vendor's solicitation response.

Successful Vendor's procuring of the required insurance shall not relieve the Vendor of any obligation or liability assumed under the Contract, including specifically the indemnity obligations. The Successful Vendor may carry, at his own expense, such additional insurance, as Vendor deems necessary. The Successful Vendor shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of Vendor's operations within the scope provided for under the Contract, and shall cooperate in all litigated claims and demands, arising from said operations, which its insurance carrier or carriers are requested to respond.

5.2 Workers' Compensation

The Successful Vendor shall have and maintain during the life of the Contract, Workers' Compensation Insurance for all of its employees connected with the work related to the competitive solicitation. In the event any work related to the competitive solicitation is sublet or subcontracted, the Vendor shall require the subcontractor similarly to provide Workers'

Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Vendor. Such insurance shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under the Contract at the site of the project is not protected under Workers' Compensation, the Vendor shall provide, and cause each subcontractor to provide, adequate insurance for the protection of such employees. In addition, the subcontractor shall list both the Contractor and FPUBOT as an additional insured.

5.3 Software Warranty and Back up

If Successful Vendor is providing software to Florida Poly, 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, Florida Poly 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 Contract.

5.4 Services and Warranty

If Vendor will be providing services and warranties on the commodities and services that will be in addition to the services and warranties that are required in this competitive solicitation, then Vendor shall define and describe in its solicitation response such additional services and warranties, including replacement of items, that Vendor will provide.

5.5 Safety

Florida Poly 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 Successful 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.

5.6 Compliance with Laws and Regulations

The Successful Vendor shall comply and use its best efforts to assure that its employees, agents and subcontractors comply with all applicable federal and state laws and Florida Poly's regulations policies, and procedures while performing the Contract and/or while on the University's premises. Florida Poly's regulations, policies and procedures, as it may be updated, is available at:

https://floridapolytechnic.org/board-of-trustees/university-policies-and-regulations/

We are proud to be a Tobacco and Smoke Free Campus which means that smoking and/or the use of any tobacco product is not permitted in any area of the university campus including buildings, green spaces, vehicles, and parking areas.

5.7 Public Records Laws; Trade Secrets 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 competitive

solicitation is a public record. Any documents Vendors submit to Florida Poly in response to this competitive solicitation shall 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 Vendors whose documents have been requested any notice.

Should Vendors seek to assert trade secret protection for any document the Vendor submits in response to this competitive solicitation under Florida Statutes Section 688.002(4), Section 812.031(1) (c), Section 815.04(3), and/or Section 815.045, for each document that trade secret protection is claimed, Vendor must comply with the both of the following:

1. Segregate and separately label the document(s) claimed as trade secrets: documents produced electronically should be produced on separate CD or electronic media clearly-labeled "Trade Secret" on the physical media 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* <u>*insufficient*</u> *to comply with this requirement*; **and**

2. Provide a sworn affidavit (form is Appendix IV) signed by a high level officer of the Vendor to **Florida Poly's Procurement Services 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 812.031(c) that render the document at issue a trade secret exempted from public records under applicable Florida law.

    A Vendor's failure to fully comply with the above and/or submit a sworn affidavit with its Solicitation Response is an affirmation acknowledgement by such Vendor that none of its documents are trade secrets.

    If a Vendor 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, we will provide the requestor a copy of the Vendor's sworn affidavit. Any challenge to the affidavit and the application of the trade secret exemption shall be rebutted, if at all, only by the Vendor; Florida Poly's only obligation will be to provide Vendor notice that such a challenge has been received. The notice shall serve as formal notice to the Vendor that such Vendor 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 Vendor 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 the Florida Poly will release the document as requested.

5.8 Parking

The Successful Vendor shall ensure that all of the Vendor's and Vendor's employees', agents' and subcontractors' vehicles parked on the University premises have proper parking permits. All vehicles must be registered with, and have parking permits purchased from Florida Poly's Parking Services Department properly displayed. Vendor and 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 Florida Poly's parking regulations could result in the ticketing and/or the towing of Vendor's or Vendor's employees', agents', and subcontractors' vehicles. For additional parking information, contact Florida Poly's Department of Parking and Transportation at (863) 874-8440 or parking@flpoly.org.

5.9 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 Florida Poly; and may not transact business with Florida Poly 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, Vendor is certifying that Vendor is not on the convicted vendor list maintained by the Florida Department of Management Services, and Vendor is also certifying that any subcontractor listed in Vendor's solicitation response is not on the convicted vendor list.

5.10 Waiver of Rights and Breaches

No right conferred on Florida Poly by this competitive solicitation or resulting Contract, if any, shall be deemed waived and no breach of any such Contract excused, unless such waiver of right or excuse of breach is in writing and signed by Florida Poly. Florida Poly's waiver of a right or breach shall not constitute a waiver or excuse of any other right or breach.

5.11 Conflict of Interest

The award of this competitive solicitation is subject to the provisions of Florida Statutes Chapter 112. Vendor must disclose in its solicitation response the name of any officer, director, or agent of the Vendor who is also an employee of Florida Poly, or of the State of Florida or of any of its agencies.

Further, Vendor must disclose in its solicitation response the name of any Florida Poly 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 Florida Poly 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 Vendor's solicitation response, cancellation of an intent to award, and/or cancellation of any Contract with the Vendor.

5.12 Covenant against Commissions, or Brokerage and Contingent Fees

By submitting a solicitation response, the Vendor warrants that 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 Contract resulting from this competitive solicitation or to solicit or secure any other advantage related to this competitive solicitation. By signing a Contract with Florida Poly, Successful Vendor warrants that the Successful 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 Successful Vendor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Contract. In the event Successful Vendor's breach or violation of this warranty, Florida Poly has the right to annul any Contract with such Successful Vendor resulting from this competitive solicitation, without liability, and to deduct from any amounts otherwise payable to Vendor under such Contract the full amount of such fee, commission, percentage, gift, or other consideration, and to pursue any other remedy available to Florida Poly under such Contract, at law or in equity.

5.13 Use of Contract by Other Governmental Agencies

At the option of the Vendor, the use of any contract resulting from this competitive solicitation may be extended to other governmental entities, including the State of Florida, its agencies, political subdivisions, counties, and cities, and any university in the State University System. Each such entity using such contract shall do so independently of Florida Poly and shall be solely responsible for its own purchases.

5.14 Disposition of Solicitation Responses

All solicitation responses become the property of Florida Poly, and Florida Poly shall have the right to use all ideas, and/or adaptations of those ideas, contained in any solicitation response received in response to this competitive solicitation. Any parts of the solicitation response, and any other material(s) submitted to Florida Poly with the solicitation response will become a public document pursuant to Section 119.02, F.S. This includes material that the responding proposer might consider to be confidential or a trade secret. Florida Poly's selection or rejection of a solicitation response will not affect this exemption.

5.15 Licensing Requirements

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

contract.

5.16 Subcontractors

If Vendor contemplates the use of subcontractors, as a further condition of award of a contract, the Vendor must certify in writing that all of its subcontractors are appropriately licensed and are registered with the State of Florida in accordance with Florida Statutes Chapters 602 or 620, and such statement will include any subcontractors' corporate charter numbers. For additional information on registering, Vendors should contact the Florida Secretary of State's Office.

The Successful Vendor is fully responsible for all work performed under the Contract resulting from this competitive solicitation. The Successful Vendor may, with the prior written consent of Florida Poly, enter into written subcontract(s) for performance of certain of its functions under such Contract. The subcontractors and the amount of the subcontracts shall be identified in the Vendor's solicitation response. Vendor's subcontracts shall not be implemented or effective until and unless approved in writing by Florida Poly. No subcontract which the Vendor enters into related to the Contract shall in any way relieve the Vendor of any responsibility for performance of its duties under the Contract. Vendor will fully notify any subcontractors of Vendor's responsibilities pursuant to the Florida Poly Contract in Vendor's subcontract(s) with a subcontractor(s) for work related to this competitive solicitation. Vendor is solely responsible for all payments to its subcontractors.

5.17 Small Business Minority Enterprise (SMBE) Reporting

It is the Florida Poly'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.

Vendors are likewise encouraged to use the small, minority and disadvantaged business enterprises and to have a business diversity program in place. The Successful Vendor shall report all minority subcontractors, identifying the Name, Address, Type of Certification and Dollar Amount to Florida Poly with each invoice submitted for payment.

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.

5.18 Equal Opportunity Statement

Florida Poly believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination, and Florida Poly is committed to non-discrimination based on race, color, religion, sex, national origin, Veteran status, marital status, age or disability. The Successful Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, Veteran status, marital status, age or disability. Successful

The Successful Vendor will comply with the provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the Contract regardless of value.

The Successful Vendor will comply with the Americans with Disabilities Act (ADA) of 1990, as revised.

If the Vendor anticipates receiving $10,000 in orders during the first 12 months of the Contract, Vendor's authorized representative must complete, sign and date a Certificate of Non-Segregated Facilities form and include the form in its solicitation response. The certificate is attached as **APPENDIX II**.

If the Successful Vendor anticipates receiving $50,000 in orders during the first 12 months of the Contract, and employs more than 50 people, the Successful Vendor will complete and file prior to March 1 of each year a standard form 100 (EEO-1), and will maintain a written program for affirmative action compliance that is available for review upon Florida Poly's request.

5.19 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 Successful Vendor knowingly employs unauthorized aliens, such violation shall be cause for Florida Poly's unilateral cancellation of the Contract.

APPENDIX I

CONDITIONS AND REQUIREMENTS

SUPPLEMENTAL SOLICITATION RESPONSE SHEET

Those items in the following Sections of this competitive solicitation and the Sections of the Appendix III (Sample Contract) must each be initialed under either YES to indicate that the Vendor understands and agrees to the entire Section or NO to indicate that the Vendor does not agree to the entire Section. Failure to complete and return this document with your solicitation response could result in rejection of your solicitation response. Vendors shall not check items as YES (understood and agreed to) for purposes of submitting a solicitation response with the hopes of later negotiating a change of those conditions and requirements. If a Vendor does not understand or agree with any of the conditions or requirements, the Vendor should check NO by the specific provision the Vendor is not in agreement with and provide proposed alternative language or an explanation as to why Vendor is not in agreement with the given provision. Vendor's failure to accept said conditions and requirements is grounds for Florida Poly's rejection of Vendor's solicitation response.

SECTION	**YES**	**NO**	**VENDOR INITIAL**
1.0	_____	_____	_____
1.1	_____	_____	_____
1.2	_____	_____	_____
1.3	_____	_____	_____
1.4	_____	_____	_____
1.5	_____	_____	_____
1.6	_____	_____	_____
1.7	_____	_____	_____
2.0	_____	_____	_____
2.1	_____	_____	_____
2.2	_____	_____	_____
2.3	_____	_____	_____
2.4	_____	_____	_____
2.5	_____	_____	_____

SECTION	YES	NO	VENDOR INITIAL
2.6	_____	_____	_____
2.7	_____	_____	_____
2.8	_____	_____	_____
2.9	_____	_____	_____
2.10	_____	_____	_____
2.11	_____	_____	_____
2.12	_____	_____	_____
2.13	_____	_____	_____
2.14	_____	_____	_____
2.15	_____	_____	_____
3.0	_____	_____	_____
3.1	_____	_____	_____
3.2	_____	_____	_____
3.3	_____	_____	_____
3.4	_____	_____	_____
3.5	_____	_____	_____
3.6	_____	_____	_____
3.7	_____	_____	_____
4.0	_____	_____	_____
5.0	_____	_____	_____
5.1	_____	_____	_____
5.2	_____	_____	_____
5.3	_____	_____	_____
5.4	_____	_____	_____

SECTION	YES	NO	VENDOR INITIAL
5.5	_____	_____	_____
5.6	_____	_____	_____
5.7	_____	_____	_____
5.8	_____	_____	_____
5.9	_____	_____	_____
5.10	_____	_____	_____
5.11	_____	_____	_____
5.12	_____	_____	_____
5.13	_____	_____	_____
5.14	_____	_____	_____
5.15	_____	_____	_____
5.16	_____	_____	_____
5.17	_____	_____	_____
5.18	_____	_____	_____
5.19	_____	_____	_____

(ENUMERATE T'S AND C'S FROM APPENDIX III- Sample Contract)

1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____

SECTION	YES	NO	VENDOR INITIAL
9.	_____	_____	_____
10.	_____	_____	_____
11.	_____	_____	_____
12.	_____	_____	_____
13.	_____	_____	_____
14.	_____	_____	_____
15.	_____	_____	_____
16.	_____	_____	_____
17.	_____	_____	_____
18.	_____	_____	_____
19.	_____	_____	_____
20.	_____	_____	_____
21.	_____	_____	_____
22.	_____	_____	_____

VENDOR COMPANY NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

APPENDIX II

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 SUBCONTRATORS 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.

APPENDIX II

CERTIFICATE OF NON-SEGREGATED FACILITIES

SUBPART - VENDOR'S AGREEMENTS

During the performance of this Contract, 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 _____

APPENDIX III
Florida Polytechnic University
INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into on the date fully executed below, by and between XXX with a principal place of business at XXXXXX ("CONTRACTOR") and the Florida Polytechnic University Board of Trustees ("UNIVERSITY") 4700 Research Way, Lakeland, Florida 33805.

WHEREAS, CONTRACTOR has proposed to provide certain services for UNIVERSITY, and
WHEREAS, the parties hereto desire to reduce the terms of their agreement to writing.
NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

2. Services. CONTRACTOR agrees to perform and provide to UNIVERSITY the services ("Services") as described in the RFP #16-xxx, and the CONTRACTOR's response to RFP# 16-xxx which are labeled as Exhibit I and attached and incorporated by this reference. CONTRACTOR's individual(s), designated as key personnel for the purposes of this Agreement, is/are _____ ("Key Personnel"). CONTRACTOR may reassign or substitute Key Personnel upon consent by UNIVERSITY, such consent shall not be unreasonably withheld, or upon the unavailability of assigned Key Personnel due to illness or other factors beyond CONTRACTOR's control.

3. Term. The term of this Agreement shall begin on the date this Agreement is signed by both parties and continue, unless otherwise terminated pursuant to the terms hereof, until completion and acceptance of the project by UNIVERSITY.

4. Fee for Project Completion. As full compensation, inclusive of any and all expenses, for the Equipment and Services to be provided by CONTRACTOR hereunder, UNIVERSITY agrees to pay CONTRACTOR an all-inclusive fee of xxxxxxxxx dollars ($xxxxx) ("Fee"). CONTRACTOR shall submit to UNIVERSITY invoices for the Fee for those Services rendered, in arrears. UNIVERSITY will designate a representative to serve as UNIVERSITY's point of contact for the CONTRACTOR's submission of invoices and questions concerning payment status.

5. Payment. CONTRACTOR shall submit bills for compensation for services or expenses in sufficient detail for a pre-and post-audit. CONTRACTOR is responsible for any taxes due under this Agreement. UNIVERSITY will make within 30 days of receipt of a proper invoice. If UNIVERSITY does not issue payment within 30 days of receipt of a proper invoice, UNIVERSITY will pay to CONTRACTOR, an interest penalty at the rate established pursuant to §55.03(1) Fla. Stat. if the interest exceeds one dollar ($1.00). Contractors experiencing payment problems may contact the Vendor Ombudsman at (863)583-9050. UNIVERSITY may make payment to CONTRACTOR via the University's EFT/ACH payment process. Vendor shall provide the necessary information to UNIVERSITY upon request.

6. Confidentiality of Information. If CONTRACTOR is exposed to UNIVERSITY's confidential information, CONTRACTOR will keep such information confidential and will act in accordance with any guidelines and applicable laws (such as donor information, FERPA and the Gramm-Leach Bliley Act.) UNIVERSITY will respond to public records requests without any duty to give CONTRACTOR prior notice. This provision shall survive termination of the Agreement. Upon termination of this Agreement for

any reason, CONTRACTOR shall return to the UNIVERSITY all confidential information received from the UNIVERSITY or created, maintained or received by the CONTRACTOR on behalf of the UNIVERSITY that the CONTRACTOR still maintains in any form. If CONTRACTOR must retain any of UNIVERSITY'S confidential information, CONTRACTOR shall continue to use appropriate safeguards to prevent the use or disclosure of the UNIVERSITY'S confidential information for as long as CONTRACTOR retains the UNIVERSITY'S confidential information. CONTRACTOR shall report within three (3) business days, to the UNIVERSITY'S General Counsel, any use or disclosure of confidential information not provided for by this Agreement of which it becomes aware, including any privacy or security incident(s) known or suspected of which CONTRACTOR becomes aware. Notice of any breach of confidentiality shall be given to the Florida Polytechnic University General Counsel by fax: (863) 583 9070 or by delivery in hard copy to Florida Polytechnic University at Polk State College, Attention: General Counsel 3433 Winter Lake Road Lakeland, FL 33805.

7. Indemnification/Copyright and Intellectual Property. If CONTRACTOR uses copyrighted materials or documents not owned by UNIVERSITY ("Copyrighted Materials") in CONTRACTOR's performance of the Agreement, CONTRACTOR represents and warrants that it owns, or is licensed to use and to authorize others to use, the Copyrighted Materials. CONTRACTOR will, at its expense, defend any suit brought against UNIVERSITY and will indemnify UNIVERSITY against an award of damages and costs 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. This provision shall survive termination of the Agreement. Any reports or deliverables provided to the UNIVERSITY pursuant to this Agreement shall be considered as works for hire, and the UNIVERSITY may use such reports or deliverables for any purposes.

8. Indemnification by University. Nothing in this Agreement shall be construed as an indemnification of the CONTRACTOR by the UNIVERSITY or as a waiver of sovereign immunity beyond that provided in Florida Statutes §768.28.

9. Termination.

A. **Termination at Will.** This Agreement may be terminated by UNIVERSITY by providing written notice to CONTRACTOR of such intent to terminate at least ten (10) days prior to the effective date of such termination.

B. **Termination for Cause**. Notwithstanding the provisions of subsection 9. A. above, UNIVERSITY may, upon five (5) days' written notice to CONTRACTOR set forth with specificity the basis for the termination to terminate this Agreement for Cause. For purposes of this Agreement, "cause" is defined as CONTRACTOR's failure to perform the Services within the time specified herein or any extension thereof or CONTRACTOR's failure to adhere to any of the terms of this Agreement.

C. If this Agreement is terminated, UNIVERSITY shall only be liable for payment of goods received and services rendered prior to the date of termination and accepted by UNIVERSITY.

10. Insurance. CONTRACTOR will have and maintain types and amounts of insurance that at a minimum cover the CONTRACTOR's (or subcontractor's) 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.

11. Force Majeure. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, labor strike, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

12. Compliance with Laws. CONTRACTOR shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority over it.

13. Independent Contractor. CONTRACTOR is retained by UNIVERSITY only for those purposes and to the extent set forth in this Agreement, and CONTRACTOR's relation to UNIVERSITY shall, during the term of this Agreement, be that of independent CONTRACTOR. CONTRACTOR is not and shall not be considered as having an employee status. CONTRACTOR is responsible for the payment of any taxes on any monies received by CONTRACTOR.

14. Prohibitions. Unless expressly and specifically authorized in writing by UNIVERSITY in advance, CONTRACTOR is prohibited from engaging in any of the following:

A. incurring any debt or obligation on behalf of UNIVERSITY;
B. entering into any contract, arrangement, or transaction which binds UNIVERSITY to any extent or creates any obligation on UNIVERSITY; and/or
C. utilizing UNIVERSITY's name, credit, reputation, good-will, resources, and/or assets for any purpose without the prior and explicit written approval of UNIVERSITY.

15. Indemnification. CONTRACTOR is responsible for its performance under this Agreement. CONTRACTOR agrees to release, indemnify, defend and hold harmless Florida Polytechnic University, the UNIVERSITY Board of Trustees, the Florida Board of Governors, the State of Florida and their respective trustees, officers, employees and agents of and from any and all liability, fines, royalties, fees, taxes, suits, claims, demands and actions, costs, attorney's fees and expenses of any kind or nature whatsoever ("Losses") for any loss of life, personal, bodily or economic injury or damage or loss to property arising out of the negligent acts, errors or omissions of CONTRACTOR, its officers, agents, employees and contractors; and from and against any orders, judgments or decrees which may be entered pursuant thereto. This provision shall survive the termination of this Agreement.

16. Travel. If UNIVERSITY is specifically responsible for reimbursing CONTRACTOR for travel expenses pursuant to the Agreement, such expenses shall only be paid to the extent permitted by Fla. Stat. §112.061.

17. Entire Agreement. This Agreement and any documents incorporated specifically by reference represent the entire agreement between the parties and supersedes all prior oral or written statements or agreements. This Agreement may only be amended by written amendments duly executed by the parties hereto.

18. Notices. Any notice to either party hereunder must be in writing and signed by the party giving it, and served: 1) by hand; 2) through the United States Mail, postage prepaid, registered or certified, return receipt requested; or 3) through expedited mail or package service, if a receipt showing the delivery has been retained, and addressed as follows:

To UNIVERSITY:	**To CONTRACTOR**:
Florida Polytechnic University	Name:
Address: 4700 Research Way	Address:
Lakeland, FL 33805	
Attn: Ercan Elibol	Attn: _____
Notice is effective upon receipt.	

19. Assignment. This Agreement may not be assigned by CONTRACTOR without the express written consent of UNIVERSITY**.** This Agreement shall be binding upon and inure to the benefit of the parties hereto.

20. Governing Law. This Agreement is governed by the laws of the State of Florida and venue of any actions arising out of this Agreement shall be in the state courts in Polk County, Florida.

21. Software. If CONTRACTOR is providing software, UNIVERSITY may create and retain a copy of the software and related documentation for back up and disaster recovery purposes, and for archival purposes for use after this Agreement is terminated. This provision shall survive Termination of the Agreement.

22. Survival. Any provision of this Agreement providing for performance by either party after termination of this Agreement shall survive such termination and continue to be effective and enforceable.

The duly authorized representatives of the parties hereby execute this Independent Contractor Agreement.

UNIVERSITY: The Florida Polytechnic University Board of Trustees	CONTRACTOR:
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Date	Date

FORM Independent Contractor-professional 6.27.13RLD

EXHIBIT I
TO INDEPENDENT CONTRACTOR AGREEMENT

APPENDIX IV

AFFIDAVIT OF TRADE SECRET CERTIFICATION

STATE OF _____

COUNTY OF _____

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

1. I am over the age of eighteen and am a resident of the State of_____. I have personal knowledge of the facts herein, and, if called as a witness, could testify competently thereto.

2. I am the_____(position) of_____(name of corporate entity), a_____(state)_____(type of corporate entity), whose principal address is _____ _____.

3. [I consider/My company considers] the information contained in the document(s) entitled _____(provide description of the information) marked as Exhibit_____(comprised of a total of_____pages) a trade secret under applicable law for the following reasons: *(Explain in detail the specific element(s) or provision(s) of Florida Statutes that render the document(s) at issue a trade secret.*

4. [I have/My company has] taken measures to prevent the disclosure of the information contained in Exhibit_____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 Exhibit_____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 information in Exhibit_____contained 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 Exhibit_____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)