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**INVITATION TO NEGOTIATE  
COVER SHEET**

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**ITN NUMBER: 24R-008**

**TITLE: Marketing & Branding Agency**

**ITN POSTING DATE: March 1, 2024**

**VENDOR QUESTION CUT-OFF: (through Bonfire online platform): March 13, 2024, 3:00pm Local Time**

**REPLY DUE DATE AND TIME: March 22, 2024, 3:00pm Local Time**

**OPENING DATE AND TIME: March 22, 2024, 3:30pm Local Time**

**Unless otherwise notified, Replies will be opened at:**

**Florida Gulf Coast University  
Procurement Services  
South Village Modular I  
10501 FGCU Boulevard South  
Fort Myers, FL 33965-6565**

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### **DEFINITIONS**

**“ITN”**

Invitation to Negotiate, method of formal competitive solicitation.

**"Respondent"**

Any company that responds in full to the requests of this ITN and wishes to be considered as a candidate for this ITN contract, as described herein.

**"Reply"**

The material submitted by the Respondent in answering this ITN.

**“University or FGCU”**

Florida Gulf Coast University Board of Trustees, its employees, officers, and agents

**“University Sole Point of Contact”**

The Respondents single point of contact at the University for the purpose of this ITN.

**“Agency”**

The company, its employees, and officers, engaged by Florida Gulf Coast University to provide Services as a result of award to this ITN.

## **PROPOSED CALENDAR OF EVENTS**

Respondents should review and become familiar with the Calendar of Events. The dates and times of each activity within the Timeline may be subject to change. It is the responsibility of the Respondent to check for any changes. All changes to the Calendar of Events will be made through an addendum to this solicitation and posted within the Bonfire Portal at: <https://fgcu.bonfirehub.com/portal>.

<b>EVENT</b>	<b><u>DATE</u></b>	<b><u>TIME</u> <u>(Local Time)</u></b>
<b>A.</b> ITN issued and advertised	<b>March 1, 2024</b>	
<b>B.</b> Deadline for Respondents to submit written questions to the University Sole Point of Contact through the Bonfire platform	<b>March 13, 2024</b>	<b>3:00pm</b>
<b>C.</b> ITN Replies due in University Procurement Services through the Bonfire platform	<b>March 22, 2024</b>	<b>3:00pm</b>
<b>D.</b> Replies Opened by University Procurement Services	<b>March 22, 2024</b>	<b>3:30pm</b>
<b>E.</b> Evaluation Committee meets to discuss and determine possible short list of Respondent(s)	<b>TBD</b>	
<b>F.</b> Negotiation Committee will view finalist(s) presentation and begin negotiations with the finalist(s)	<b>TBD</b>	
<b>G.</b> Best and final offers (BAFO) due in University Procurement Services	<b>TBD</b>	
<b>H.</b> Negotiation Committee meets to discuss BAFO and determine award recommendation	<b>TBD</b>	

## 1.0 PROJECT BACKGROUND AND DESCRIPTION

Florida Gulf Coast University is a young public university (in its 27th year), having received its first students in 1997. The university has grown rapidly to now serve 16,000+ undergraduate and graduate students on its beautiful 800-acre campus. FGCU is a comprehensive university in the Southwest Florida region. It has 11 colleges and schools offering a full complement of degrees and programs to help students enhance their educations and be prepared for meaningful careers. FGCU competes in the NCAA Division I athletics and boasts an alumni base of over 43,000.

With the rapid growth of the institution, formal branding work has been sporadic. At its 25-year milestone that just passed, FGCU recognized that it was a good time to refresh the institutional logo for the university. Ologie was hired to do the work that resulted in a branded house approach to the new logo that incorporates an updated version of the athletics eagle (the truly ownable mark in the marketplace). The new logo was launched in December 2022 and is still being rolled out across all campus elements.

The university recently completed a new, five-year strategic plan that was approved by the board of trustees on December 7, 2022. This plan is grounded in research across a wide variety of campus and community stakeholders. It sets a clear direction for FGCU to be a transformative, learner-centered institution.

This project will establish a new campaign that reflects FGCU today and in the future. The new campaign and tagline need to inspire and motivate our entire community to want to be a part of FGCU and feel connected to its success.

The target audiences for the campaign will reach across a broad swath of constituents including potential and current undergraduate and graduate students, current and prospective faculty/staff, alumni, donors and the community at large. Therefore, the campaign will need to have broad appeal with the ability to customize messaging for these different audiences.

## 2.0 SCOPE OF SERVICES

2.1 **Objective:** The purpose of this project is to engage a skilled marketing and branding agency to develop a comprehensive marketing campaign for the University. The Agency will create a compelling tagline and establish brand pillars that succinctly capture the University's purpose and outcomes for today and going forward. The overall campaign will need specific sub-campaign concepts that reach the more specific audiences outlined above.

### 2.2 Key Deliverables:

1. **Discovery:** The University conducted a great deal of research July – September 2022 as a part of the Strategic Roadmap project ([Strategic Roadmap](#)) that led to the new strategic plan ([2024 Strategic Plan](#)). This research will serve as the backbone of the Discovery phase. Additional input sessions and perhaps quantitative research will likely be needed to validate the campaign and tagline direction. This will ensure that key constituents feel heard in the development of the campaign.
2. **Creative Concept Development:** Develop a new campaign with a tagline and establish the brand pillars to succinctly capture FGCU's purpose and outcomes today and going forward. This will include messaging and key visuals, including digital and traditional advertising elements. The campaign concepts will need to outline how the campaign will apply to the various target audiences. We will expect several campaign options to be developed and vetted by the constituents committee and leadership ahead of execution.
  - a. Develop multiple creative concepts for the campaign, ensuring they align with the key themes and priorities outlined in our strategic plan.
  - b. Present and discuss these concepts with our internal team, incorporating feedback to refine and enhance the selected direction.

- c. Refine the chosen campaign based on input from key stakeholders, ensuring it captures the essence of FGCU in a memorable and impactful manner. Prepare and present rationale presentation for FGCU to share with key stakeholders.
  - b. Provide multiple iterations for review and feedback to ensure the final campaign meets our expectations.
3. **Finalization, Approvals and Documentation:** The new campaign and tagline will be reviewed and approved by the appropriate bodies.
- a. Prepare a comprehensive presentation outlining the rationale behind the chosen campaign and its alignment with our strategic plan.
  - b. Provide detailed documentation that includes the messaging, pillars, tagline, creative concepts and implementation guidelines for future reference.
4. **Rollout:** A targeted campaign rollout plan will be developed by UMC with the agency partner that will cover all key constituents. This will include paid, owned, and earned media.
- a. Develop a set of guidelines for the consistent use and application of the new campaign across various communication channels, including print, digital, social media and events. UMC will manage the media placements for the campaign but creative production will be co-owned with the agency partner along with development of with a strategic launch plan.

2.3. **Contract Term:** For the purpose of this ITN, the University intends to issue an Agreement to the awarded Agency for Three (3) years with the option to renew the Agreement pursuant to costs and terms to be agreed upon for Two (2) additional One (1) year periods, or any portion thereof and contingent upon the discretion of the University, satisfactory performance evaluation of the Agency by the University and subject to availability of funds by the University.

### 3.0 **REPLY CONTENT & FORMAT**

#### 3.1 DELIVERY OF ITN REPLY.

3.1.1 Replies must be delivered to the Bonfire portal at [FGCU Bonfire](#) by the date and time specified herein.

3.1.2 Replies shall be received no later than **March 22, 2024, 3:00 PM EST**. Replies, which for any reason are not submitted by the prescribed date, time, or location will not be considered. It is the Respondent's responsibility to assure their respective Reply is delivered on the correct date and time and to the Bonfire portal. Delivery of a Reply document to the University's Postal or Receiving Department or any other place on the University campus is not acceptable. If any Respondent is unable to submit a Reply through the Bonfire portal, please contact the University's Sole Point of Contact (see Section 7.4) to make alternative Reply submittal arrangements.

3.1.3 Requests for extension of submission date and time will not be granted unless the University determines, at its sole discretion, that the original due date appears impractical. Notice of any extension will be provided in writing to all Respondents in the form of an addendum posted in the Bonfire portal.

3.1.4 Initial Replies **shall not** refer the University to any form of electronic media for reference to obtain required information or submittals.

3.1.5 If not submitting a Reply to this ITN, Respondents should return the ITN Acknowledgement Form with the statement, "NO REPLY" written on it and a brief explanation in the space provided above. Failure to respond three (3) times in succession to any solicitation by not returning this acknowledgment form may result in the removal of your company pplier list. To qualify, the Respondent must submit "NO REPLY" and it must be received no later than the stated ITN opening date and time.

3.1.6 Respondents should note that additional information may be requested at a later date. In addition, Respondents should understand that any resulting Agreement between University and the Respondent may not be “boilerplate” and may require customization based on specific University requirements.

3.2 FORMAT. To maintain comparability and facilitate the review process, it is required that Replies be organized concisely and efficiently with the written Reply tabbed to correspond to the headings listed below. No changes or corrections to the initial Reply will be allowed after the opening date and time.

3.3 REPLY REQUIREMENTS. A complete, concise, and professional Reply to this ITN will enable the University to identify the most qualified Respondent and will be indicative of the level of the Respondent’s experience and commitment to the proposed project. Respondents must demonstrate their experience and abilities necessary to successfully complete, maintain and secure the proposed project.

TAB 1. Completed and signed ITN Acknowledgement Form (Attachment A). Signed Addendum Acknowledgement Form(s) (Attachment B) for any addenda issued. Corporate Governance Documents, including a completed Substitute W-9 form (Attachment C) and registration with the State of Florida Division of Corporations.

TAB 2. Executive Summary. On Respondent’s letter head, provide a cover letter indicating your firm’s understanding of the requirements and scope of services of this specific ITN. The letter must be a brief formal document that provides information regarding the firm’s interest in and ability to perform the requirements of this ITN. A person who is authorized to commit the Respondent’s organization to perform the services included in the Response must sign the letter.

TAB 3. Solution Overview Description of the Respondent’s proposed solution to address the University’s needs as described in scope of services Section 2.0. The Respondent should specialize in project management, research, marketing, and creative design as it relates to the development of branding. To be eligible to respond to the ITN, the Respondent must demonstrate its significant experience with branding initiatives. Priority will be given to those Respondents that have experience with higher education clients.

TAB 4. Respondent Team. Identify Respondent’s staff who would be assigned to the engagement, including resumes/previous experience, and their primary responsibilities for this project. If freelancers or subcontractors are required to execute on any phase of the engagement, identify those individuals and include links to relevant work samples, and/or identify engagements where the agency and freelancer have previously partnered together.

TAB 4. Experience and Qualifications. Provide at least three (3) references of client’s the Respondent has contracted with identifying clients with requirements similar to those stated in this ITN within the last 5 years. At a minimum, please provide the name of the client, contact person, and telephone number for such references. The University reserves the right to contact additional references not provided by the Respondent.

TAB 5. Pricing. Provide a summary of pricing for years 1-5, including all possible renewal terms.

#### 4.0 **EVALUATION**

All initial Replies will be evaluated independently by a committee to determine the most responsive and responsible Reply(s) which best meet the needs of and are most advantageous to the University. The University reserves the right, at the discretion of the committee, to forgo further consideration and award one or more Respondent(s) that best meets the needs of the University without any further consideration. Likewise, the committee may, at its discretion, short list those Reply(s) it determines as most advantageous and meets the needs of the University. If short listed, the short list may consist of one or more

Respondent(s). Those selected for the short list will continue in the ITN process to include Respondent management team interviews and negotiations.

If applicable, the committee will meet with the short list Respondent(s) to discuss their Reply, to include but not be limited to; Respondent capabilities, past experience, qualifications of the Respondent's personnel, plans for servicing the University, record-keeping and administrative abilities, and cost and quality control capabilities. After discussions have been completed, the short-listed Respondent(s) may be asked for submission of a Best and Final Offer (BAFO).

The committee will then evaluate the BAFO(s) and reach an opinion of those that best meet the needs and are most advantageous to the University. The committee chair will evaluate and provide an opinion of all BAFO(s) to the decision maker to determine an award.

## **5.0 SPECIAL INSTRUCTIONS TO RESPONDENTS**

5.1 ATTENTION TO RESPONDENTS. Any intended Respondent is solely responsible to check the University Procurement Services website at [Procurement Current Solicitations](#) seventy-two (72) hours before the closing time of this ITN to verify that they have reviewed any and all addenda that may have been issued for this ITN.

5.2 CONFIDENTIALITY. The award hereunder is subject to the provisions of Chapter 119, Florida Statutes. From the date of issuance of the ITN until the ITN opening date, the Respondent must not make available or discuss their Reply, or any part thereof, with any employee or agent of the University, unless allowed by the Office of Procurement Services, in writing, for purposes of clarification only.

5.2.1 All Respondents must disclose with their Reply the name of any officer or agent who is also an employee of the State of Florida, any of its agencies, departments, affiliates or political subdivisions. Further, all Respondents must disclose the name of any State employee, or officer/member of an affiliate organization who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's agency or any of its branches.

5.2.2 If Respondent believes any of their material(s) are exempt from disclosure, they are requested to identify specifically any information contained in their Reply which they consider to be exempt from disclosure, citing specifically the applicable exemption law. A general notation that information is "confidential" will not be sufficient. Any material submitted in response to this invitation to negotiate will become a public document pursuant to Section 119.07, Florida Statutes. This includes material that the Respondent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, Florida Statutes. If Respondent believes any material is exempt from public record, Respondent must notify University of such exemption, allowable by Florida law.

5.3 INQUIRIES. The University will not give verbal answers to inquiries regarding the specifications, or verbal instructions prior to the award of this solicitation. Any questions concerning conditions and specifications shall be directed in writing to the University Sole Point of Contact stated herein for receipt by the question end date and time indicated herein. Inquiries must reference the date of Reply opening date and time and Reply number. No interpretation shall be considered binding unless provided in writing by the University in the form of an addendum. The University is not liable for any increased costs resulting from the Respondent accepting verbal direction.

5.4 UNIVERSITY SOLE POINT OF CONTACT. This ITN is issued by the Office of Procurement Services, Florida Gulf Coast University, herein referred to as "University Sole Point of Contact".

The address for all correspondence with regard to this ITN is:

**Rick Pence**  
**Florida Gulf Coast University**

**10501 FGCU Boulevard South**  
**South Village Modular I**  
**Fort Myers, FL 33965-6565**  
**Phone: (239) 590-1133**  
**Email: [rpence@fgcu.edu](mailto:rpence@fgcu.edu)**

The Respondent shall not communicate with any officer, agent, or employee of Florida Gulf Coast University, to include but not be limited to, any officer, agent or employee of the FGCU Board of Trustees concerning this ITN, except with the Sole Point of Contact identified in this section. If this provision is violated, the University reserves the right to reject Respondents Reply.

5.5 ADDENDA. Any addendum issued prior to the opening date and time shall include an Addenda Acknowledgment Form (Attachment B). Since all addenda become a part of the Reply, all Addenda Acknowledgment Forms shall be signed by an authorized Respondent representative and returned with the Reply on or before the ITN opening date and time. Failure to sign and return any and all Addenda Acknowledgment Forms may be grounds for rejection of the Reply.

5.6 MEETINGS. Notice of meetings regarding this ITN will be posted electronically on the University's Procurement Services website at [Current Solicitations Meeting Notices](#) at least seventy-two (72) hours prior to the meeting.

5.6.1 In accordance with University Policy, if any individual(s) require special accommodations in order to attend a scheduled meeting as a result of this ITN, they must contact the Sole Point of Contact stated herein no later than three (3) business days prior to the scheduled meeting.

5.7 PRE-ITN MEETING. A pre-ITN meeting will not be held.

5.8 PARKING. Daily parking passes can be obtained at the Information Booth located at the main entrance to the University, or Parking Services located at the Campus Support Complex for any company and/or individual vehicles that will be parked on campus. Parking rules and regulations must be observed by all drivers. Website for parking services is: [Campus Parking](#).

5.9 RESPONDENT'S EXPENSE. Any travel related expenses that result from a Reply to this ITN shall be the responsibility of the Respondent. All Replies submitted in response to this ITN, conference attendance and visits to the University must be submitted at the sole expense of the Respondent, whether or not any agreement is signed as a result of this ITN.

5.10 POSTING OF AWARD TABULATION AND NOTICE OF PROTEST

5.10.1 Protests shall be handled in accordance with the Florida Board of Governors' Regulation 18.002.and FGCU Regulation PR6.008.

5.10.2 CONTRACT AWARD The University shall provide notice of a decision or intended decision concerning a competitive solicitation, contract award, or exceptional purchase by electronic posting. This notice shall contain the following statement: "Failure to file a protest or failure to post the bond or other security as required in this Regulation shall constitute a waiver of protest proceedings."

5.10.3 NOTICE OF PROTEST Any qualified Respondent who is aggrieved in connection with an award of a contract may file a written notice to protest within 72 hours after the University's electronic posting of award or notice of intent to award, provided the contract has not been fully executed. The notice of protest must be received before the expiration of the 72 hour period. Notices of protest filed after the 72 hour period will be rejected. The notice of protest must be filed with the Director of Procurement Services.



5.10.4 **FORMAL WRITTEN PROTEST** The protesting Respondent must reduce its protest to writing and it shall be filed with the Director of Procurement Services within ten (10) calendar days of the filing of the Notice of Protest. Formal written protest not filed within this ten (10) day period will be rejected. The formal written protest must state with specificity the grounds upon which the protest is based and also the action requested to be taken. At the filing of the written protest, the protesting Respondent shall post with the Office of Procurement Services, a security, in the form of a bond (in a form and with such terms, approved by the Director), payable to Florida Gulf Coast University in an amount equal to ten percent (10%) of the price quoted, or ten thousand dollars (\$10,000), whichever is less. In lieu of a bond the University may accept an irrevocable letter of credit, cashiers, or certified check or money order in the above-referenced amount (in a form, and with such terms, approved by the Director). If the protest is successful, the posted security will be refunded in full. If the protest is unsuccessful, the security will be returned, less all fees, expenses, damages, cost and charges incurred by the University. Noncompliance with this requirement, in whole or in part, shall be deemed to be a waiver by the protester of their rights under this regulation.

5.10.5 Upon receipt of a timely filed formal written protest, filed in accordance with Regulation FGCU-PR6.008, the Vice President for Administrative Services and Finance or their designee shall delay the execution of the contract until the protest is resolved by mutual agreement between the parties or by final order of the President. Such delay may be removed if, in consultation with the Vice President over the using department, the President determines that such a delay would have detrimental effect upon the University.

5.11 **RIGHT TO NEGOTIATE.** Upon evaluation of the Replies, the University has the right to enter into negotiations with one or multiple Respondents that appear to have submitted a Reply that best meet the needs and requirements of the University. Negotiations could include but are not limited to price and the terms and conditions of this ITN.

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

5.12 **REPLY WITHDRAWAL.** A Reply submitted prior to the ITN opening date may be withdrawn by the Respondent. Withdrawn Replies may be resubmitted up to the time designated for the receipt of Reply provided that they are then fully in conformance with the requirements of the ITN. In order to withdraw a Reply, the Respondent must make the Sole Point of Contact aware of such intent in writing.

5.13 **OPEN COMPETITION.** The University encourages free and open competition among Agencies. Whenever possible, specifications, solicitation invitations and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the University's needs and the accomplishment of a sound economical operation. The Respondent's signature on this Reply guarantees that the prices quoted have been established without collusion with other Respondents and without effort to preclude the University from obtaining the lowest possible competitive price. The Respondent certifies that its officers or employees have not bribed or attempted to bribe or influence in any way an officer, employee, or agent of the University.

5.14 **CONTRACT AWARD.** There is no obligation on the part of the University to make an award as a result of this ITN. The University reserves the right to award the contract to the responsible Respondent submitting a Reply that is most advantageous and in the best interest of the University.

5.15 **REPLY MATERIAL.** The material submitted in response to the ITN becomes the property of the University upon delivery to Procurement Services and is to be appended to any formal document that would further define or expand the contractual relationship between the University and the Agency.

5.16 ORAL PRESENTATION. After Replies have been opened, a limited number of Respondents may be required, at the request of the University, to make an oral presentation or provide written clarifications. Such presentations or clarifications will provide an opportunity for the Respondent to clarify their Reply. Oral presentations may be recorded, and both recorded oral presentations and written clarifications will be affixed to the Respondent's Reply and become a part of same as if originally submitted. Procurement Services will initiate and schedule a time and location for any presentations that may be required.

5.17 ERRORS AND OMISSIONS. The Respondent is expected to comply with the true intent of this ITN taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the Respondent suspect any error, omission, or discrepancy in the specifications or instructions, the Respondent shall immediately notify the University, in writing, and the University shall issue written instructions to be followed. The Respondent is responsible for the contents of its Reply and for satisfying the requirements set forth in the ITN.

5.18 RESPONDENTS RESPONSIBILITY. It is understood and the Respondent hereby agrees that it shall be solely responsible for all services that it proposes, notwithstanding the detail present in the ITN.

5.19 UTILIZATION OF SMALL AND MINORITY BUSINESS. The University is an equal opportunity institution and promotes procurement participation and contract award with Minority Business Enterprises ("MBEs"), to include but not limited to; small, minority, women owned, and service disabled veteran business enterprises. MBE's should have a fair and equal opportunity to compete for dollars spent by the University to procure commodities and contractual services. Competition ensures that prices are competitive and that a broad supply base is available. The University will use good faith efforts to ensure that MBE's are aware of procurement and contract opportunities. For more information please contact the Maryan Egan at (239)590-1134 or megan@fgcu.edu.

5.20 ENVIRONMENTAL CONSIDERATIONS. The University supports and encourages initiatives to protect and preserve our environment. Respondent shall submit as part of any Reply the Respondent's plan to support the procurement of products and materials with recycled content. Respondent shall also provide a plan for reducing and or handling of any hazardous waste generated by Respondent company. In addition, Respondent is strongly encouraged to install equipment that is considered Energy Star or equivalent relative to conserving energy without compromising the temperature and quality of the product.

5.21 RESERVATION OF RIGHTS. As the best interests of the University require, the University reserves the right to:

5.21.1 Waive minor informalities and any minor irregularities in any Reply or responses received. A minor irregularity is a variation from the ITN which does not affect the financials of the Reply, or give one Respondent an advantage or benefit not enjoyed by other Respondents, or substantively change the requirements and/or specifications of this ITN, or adversely impact the interest of the University. Waivers, when granted, shall in no way modify the ITN requirements or excuse the Respondent from full compliance with the ITN specifications and other contract requirements if the Respondent is awarded the contract;

5.21.2 Reject any or all Reply, or any portion of any Reply;

5.21.3 Conduct discussions with, and negotiate the responsible Respondents determined by the University to have a possibility of being selected for award;

5.21.4 Determine equipment or other equivalency to FGCU's specifications in evaluating Replies;

5.21.5 Negotiate changes in the scope of work or services to be provided;

5.21.6 Award contracts to multiple Respondents;

5.21.7 Withhold the award of a Contract;

5.21.8 Select the Respondent it deems to be most qualified to fulfill the needs of the University. The Respondent with the lowest cost proposed may not necessarily be the one most qualified, since a number of factors other than cost are important in the determination of the most acceptable Reply;

5.21.9 To make award(s) by individual item, group of items, all or none, or a combination thereof.

5.22 LEGAL REQUIREMENTS. Applicable provision of all Federal, State, County, and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Replies received in response hereto and shall govern any Reply by the University by and through its officers, employees, and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Respondent shall not constitute a cognizable defense against the legal effect thereof.

5.23 RECIPROCITY. With the consent and agreement of the Agency, the use of the Agreement resulting from this solicitation, issued and administered by Florida Gulf Coast University Board of Trustees, may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities. Each governmental agency allowed by the Agency to use this Agreement shall do so independent of any other governmental entity. Each governmental agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No governmental agency receives any liability by virtue of this solicitation and subsequent contract award.

## **6.0 GENERAL CONDITIONS**

6.1 ADDITIONAL TERMS AND CONDITIONS. This ITN is limited to the terms and conditions contained on its face and those expressly incorporated by reference. Notwithstanding when provided to Florida Gulf Coast University, any and all additional or different terms or conditions included in the Respondent's acknowledgment, Reply, Best and Final Offer, invoice, quote, or any other document, ("Additional or Different Terms") such Additional or Different Terms will be deemed to be material alterations, or a Reply to add terms to, or change terms of, this ITN, and notice of objection to them is hereby given. Any such Additional or Different Terms shall be void. University hereby unequivocally rejects any and all Additional or Different Terms, unless University expressly accepts such Additional or Different Terms in a writing signed by an authorized representative of University and made a part of this ITN.

6.2 GOVERNING LAW. This Agreement is subject to the laws and rules of the State of Florida, regulations of the Florida Board of Governors, and regulations and policies the University. Any provisions herein in conflict with the relevant laws, rules, and regulations shall be void and of no effect.

6.3 PUBLIC ENTITY CRIMES. The University shall not award a contract to a person or affiliate, who is on the Convicted Vendor List. A person or affiliate who has been placed on the Convicted Vendor List by the Department of Management Services, State of Florida, may not submit a Reply to provide any goods or services, submit a Reply for construction or repair of a building, submit a Reply for leases of real property, or be awarded or perform work as an Agency, supplier, subcontractor or consultant to the University for a period of 36 months from the date of being placed on the Convicted Vendor's List.

6.4 WARRANTY AND ABILITY TO PERFORM. Respondent shall warrant that there is no action suit, proceeding, inquiry or governmental agency, public board or body, pending or, to the best of the Respondent's knowledge, threatened, which would in any way prohibit, restrain, enjoin or diminish the successful respondent's ability to execute and/or perform the terms and conditions of the contract resulting from this ITN.

6.5 INDEMNIFICATION. Agency will indemnify, defend, and hold harmless the State of Florida, Florida Gulf Coast University Board of Trustees, and their officers, employees and representatives, from

and against any and all liability, damages, losses, expenses, claims, demands, suits, actions, judgments, bodily injuries or sicknesses to any person, or damage, destruction, or loss of use of any property arising out of or related to the services provided by the Agency to the University to the extent caused by the negligent acts or omissions or willful misconduct of the Agency, its employees, or agents.

To the extent allowable by law, University will indemnify Agency for the negligent acts of its officers and employees while acting in the scope of their employment by Agency. Nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the University or the State of Florida or their agents and agencies to be sued; or (3) a waiver of sovereign immunity of the University or of the State of Florida beyond the waiver provided in section 768.28 Florida Statutes.

Without intending to create any limitation relating to the survival of any other provisions of this Agreement, the parties shall agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply. Such notification shall include all notices and legal process it receives in the most expeditious means available to the affected party. Each party agrees that the other may employ attorneys of its own choice to appear and defend the action and that no party shall do anything to compromise the defense of the action or any settlement thereof and shall provide all reasonable assistance which the other may require. The foregoing indemnity shall not apply to settlement of claims made without the consent of both parties.

6.6 INDEPENDENT AGENCY. Nothing herein is intended or shall be construed as in any way creating or establishing a partnership or employee relationship between the parties or in any way making the successful Respondent the agent or representative of the University for any purposes in any manner whatsoever. The Agency shall remain an independent contractor with respect to all services performed under this Agreement.

6.7 INSURANCE. At all times during the term of this Contract, the parties hereto shall comply with the following insurance requirements:

6.7.1 Agency shall maintain workers' compensation insurance for all employees, including coverage under the applicable law of the jurisdiction where the work will be performed. Agency shall also require that all of its subcontractors maintain similar worker's compensation coverage, in the event Agency employs subcontractors.

6.7.2 Agency shall maintain general liability insurance. Limits shall be a minimum of: (i) \$1,000,000 per occurrence for bodily injury or property damage; (ii) \$1,000,000 per occurrence for products or completed operations; and (iii) \$2,000,000 annual aggregate for products or completed operations' claims. Coverage shall include those perils generally associated with a commercial general liability policy and specifically include contractual liability coverage. Coverage shall contain no exclusions for cross liability between insureds. Agency shall also require that all of its subcontractors maintain similar general liability insurance.

6.7.3 Agency shall maintain automobile liability insurance. Limits shall be a minimum of: (i) \$1,000,000 per accident combined single limit or (ii) \$1,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage. Coverage shall include liability assumed under this Agreement.

6.7.4 With regard to the above, Agency's insurance shall: (i) be underwritten by a licensed insurer reasonably acceptable to the University; (ii) be primary for University's exposure relative to any insurance purchased or maintained by the Agency; (iii) be evidenced by a certificate of insurance, with the appropriate endorsement containing a signature by a duly authorized representative of the insurer providing such insurance cannot be canceled, non-renewed or materially altered without thirty (30) days written notice by certified mail to the University; (iv) the general liability and

automobile liability policies shall specifically protect the University by including Florida Gulf Coast University Board of Trustees as additional insured; (v) the official title of the certificate holder shall be Florida Gulf Coast University Board of Trustees. With regard to the general liability insurance and automobile liability insurance, Agency's insurance shall be endorsed so the insurer will waive subrogation rights against the University. Agency shall endeavor to provide thirty (30) days written notice to the University of any non-renewal, cancellation, or material change of coverage and provide ten (10) days for cancellation due to non-payment.

6.8 SEVERABILITY. If any provisions of the agreement resulting from this ITN is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the Agreement. In the event any provision of this agreement shall be held invalid or unenforceable by an court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.

6.9 SCOPE CHANGES. The University may upon mutual agreement with the Agency, require, by written order, changes altering, adding to, or deducting from the agreement specifications, provided that such changes are within the general scope of the agreement. Such equitable adjustments require the written consent of the Agency, which shall not be unreasonably withheld.

6.10 DEFAULT. The failure of either party to the agreement to comply with any of the provisions herein shall place that party in default. Prior to terminating this agreement, the non-defaulting party shall notify the defaulting party in writing, stating the provision or provisions that give rise to the default. The defaulting party shall be entitled to a period of thirty (30) days from the receipt of the Notice of Default to cure the default. The failure of either party to exercise this right shall not be construed as a waiver of such right in the event of further default or non-compliance. Both parties have the right to exercise any and all legal remedies available to them by applicable laws. Expenses associated with litigation will be borne by the prevailing party.

6.11 CANCELLATION FOR NON-PERFORMANCE. 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 of Termination for Convenience, the Respondent 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 Respondent under the Agreement shall become the property of and delivered to the University. The Agency 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 Agency's sole remedy against the University in the event of termination.

#### 6.12 PRICES, TERMS AND PAYMENT

6.12.1 Prices offered shall be firm for the term of the resulting contract.

##### 6.12.2 TAXES

Florida Gulf Coast University does not pay Federal Excise or Florida Sales tax on direct purchases of tangible personal property. The appropriate exemption number(s) is 85-8012496546C-6. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property or service in the performance of contracts for the improvement of University-owned real property as defined in Chapter 192, Florida Statutes.

##### 6.12.3 DISCOUNTS

A cash discount for prompt payment may be offered. However, such discounts shall not be considered in determining the lowest net cost for the initial evaluation purposes of this ITN. Discounts will be computed from the date of satisfactory delivery at place of acceptance or from

receipt of a correct invoice at the office specified, whichever is later. Respondents are encouraged to reflect cash discounts in the unit prices proposed.

#### 6.12.4 MISTAKES

Respondents are expected to examine the specifications, delivery schedule and all instructions pertaining to supplies and services. Failure to do so will be at Respondent's risk. In case of mistake in extension the unit price will govern.

#### 6.12.5 INVOICING AND PAYMENT

The Agency shall be paid upon delivery and acceptance of the goods or services, less deduction if any, and submission to the University of properly certified invoice at the prices stipulated on the purchase order. Invoices shall contain the purchase order number. Failure to follow these instructions may result in delay in processing invoices for payment.

#### 6.12.6 INTEREST PENALTIES

Payment shall be made in accordance with Florida Gulf Coast University Board of Trustees Regulation, FGCU PR6.021 Prompt Payment to Vendors unless the Reply specifications or the purchase order specifies otherwise. Invoices returned to Agency due to errors will result in payment delay. Interest penalties of less than \$1.00 will not be paid unless the Agency requests payment. Invoice payment requirements do not start until a properly completed invoice is received by the University. An Ombudsman, whose duties include acting as an advocate of supplier's who may be experiencing problems in obtaining timely payment(s) from the University, may be contacted at (239) 590-1100.

#### 6.12.7 ANNUAL APPROPRIATIONS

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

#### 6.12.8 ACCOUNTING AND AUDIT

Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for proper pre-audit and post-audit reviews. The Agency agrees to maintain at its principal place of business those business records, books, account information and materials related to any resulting Agreement or purchase order. The University, or any of their authorized representatives, will have the right upon reasonable notice to review and audit such materials during reasonable business hours and in a manner that does not disrupt Agency's business operations. Agency agrees to retain any documents relevant to this Agreement for a period of at least five (5) years after the final payment is made or the Agreement is terminated, whichever is later. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute resolved.

6.13 ADVERTISING. In submitting a Reply to this ITN, Respondent agrees not to use the results therefrom as a part of commercial advertisement. Where the University agrees to allow the use of its name or logo, such use of the University name or logo shall not be implied as a direct or indirect endorsement on behalf of the University.

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

**ATTACHMENT A**  
**ITN ACKNOWLEDGEMENT FORM**  
**ITN 24R-008**

1.0 Explanation

This certification attests to the Respondent's awareness and agreement to the content of this ITN and all accompanying provisions contained herein.

2.0 Action

Respondent ensures that the following certificate is duly completed and correctly executed by an authorized officer representing the Respondent in their capacity.

3.0 This Reply is submitted in response to this Invitation to Negotiate solicited by Florida Gulf Coast University. The undersigned certifies that to the best of their knowledge that:

3.1 The undersigned is a principle agent of the company with said authority to enter into and bind the company to this Invitation to Negotiate and any agreement that may result from the award.

3.2 Agrees to be bound by the content of this Reply and agrees to comply with the terms, conditions and provisions of the referenced Invitation to Negotiate (ITN) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the ITN.

3.3 The Reply shall remain in effect for a period of ninety (90) calendar days as of the due date for Replies to this ITN.

3.4 This Reply is made without prior understanding, agreement, or connection with any corporation, firm, or person also submitting a Reply for the same services and is in all respects fair and without collusion or fraud.

3.5 The undersigned certifies that, to the best of his/her knowledge that there is no trustee or employee of Florida Gulf Coast University who has or whose relative has an interest in excess of 5% in the entity submitting this Reply.

3.6 That the company is not currently debarred, suspended or proposed by any federal entity. The undersigned agrees to notify the University of any change in the status of the company in this regard, should one occur, until such time as an award has been made under this procurement action.

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

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

**ATTACHMENT A**  
**ITN ACKNOWLEDGEMENT FORM**  
**ITN 24R-008**

5.0 Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Web Address: \_\_\_\_\_

FIED Number: \_\_\_\_\_

6.0 Name of Official: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**ATTACHMENT B**  
**ADDENDUM ACKNOWLEDGEMENT FORM**  
**ITN 24R-008**

Florida Gulf Coast University  
Office of Procurement Services  
10501 FGCU Boulevard South  
South Village Modular I  
Fort Myers, Florida 33965-6565

SOLICITATION NUMBER: 24R-008

SOLICITATION TITLE: Marketing & Branding Agency

OPENING DATE AND TIME:

ADDENDUM NUMBER:

DATE:

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ABOVE REFERENCED SOLICITATION:

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL SOLICITATION. THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED AS INSTRUCTED WITH THE SOLICITATION REPLY. FAILURE TO DO SO MAY SUBJECT THE REPLY TO DISQUALIFICATION.

\_\_\_\_\_  
RESPONDENT NAME

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
CITY AND STATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AUTHORIZED SIGNATURE:

**ATTACHMENT C****US Mail or Email to: vendor@fgcu.edu**

Florida Gulf Coast University

Procurement Services

Request for Taxpayer Identification and Certification

(Substitute for IRS Form W-9)

1. Name (as shown on your income tax return)	
2. Business name/disregarded entity name, if different from above	
3. Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____  <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4. Exemptions (Codes only apply to certain entities, not individuals; see instructions)  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____
5. Address (number, street, and apt. or suite no.)	Requester's name and address: Florida Gulf Coast University 10501 FGCU Boulevard South Fort Myers, FL 33965
6. City, state, and zip code	
7. List account number(s) here (optional)	
8. Are you or any of your controlling member's current or former employees of the Florida Gulf Coast University? <input type="checkbox"/> Yes <input type="checkbox"/> No  If yes, please provide name and position at the University.	
9. Please check all that apply to your business: Are you certified? <input type="checkbox"/> Small Business <input type="checkbox"/> Veteran-Owned Business Enterprise <input type="checkbox"/> Minority-Owned <input type="checkbox"/> Disabled Veteran-Owned Business Enterprise <input type="checkbox"/> Women-Owned <input type="checkbox"/> Yes <input type="checkbox"/> No    If yes, please provide a copy of the certification with this W-9.	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 4 of the instructions. <b>Note.</b> If the account is in more than one name, see the chart in the instructions for guidelines on whose number to enter.	Social security number   Employer identification number
--	--

**Part II Contact Information**

Primary Vendor Contact	Title
Tax Correspondence Address	Remittance Address if Different
Phone Number	Fax Number
Email Address	

**Part III Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (see instructions).
4. The FATCA codes entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions.

Signature of U.S. person	Date
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Per Florida Statute 119.71(5), FGCU is required to notify individuals of the circumstances that require or authorize the collection and use of social security numbers ("SSN"). FGCU is requesting the information above, as required for income tax reporting purposes.



## ACH Enrollment Form

### Procurement Services – Modular II Office of the Controller

Phone: (239) 590-1130  
Fax: (239) 590-1140

10501 FGCU Boulevard South  
Fort Myers, FL 33965

Enrollment Type: \_\_\_\_\_

Effective Date: \_\_\_\_\_

### Vendor Information

Vendor Name: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

(As per IRS Publication 1099-MISC and State Statute 119.071(5), your FEID number is being requested to search and verify against IRS records)

### Financial Institution Information

Name of Financial Institution: \_\_\_\_\_

Account Type: \_\_\_\_\_

ABA / Routing Number: \_\_\_\_\_

(Number on the bottom-left of your check)

Account Number: \_\_\_\_\_

### Vendor Contact Information

ACH Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### Authorization Statement

I hereby authorize the contact person listed on this form and the financial institutions involved in processing of my payments to receive confidential information necessary to effect electronic vendor payments. If signed by a corporate officer, partner or fiduciary on behalf of the vendor, I certify I have the authority to execute this authorization on behalf of the vendor. This authorization is to remain in full force until Florida Gulf Coast University has received written notification from me of termination in such time as to afford a reasonable opportunity to act on it.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

Please return this form to Procurement Services via mail, fax, or email [vendor@fgcu.edu](mailto:vendor@fgcu.edu)