NEW COLLEGE OF FLORIDA

COMPETITIVE SOLICITATION NUMBER: (ITB 13-003-L)

FOR

KEY AND LOCK SERVICE

If Vendor is not submitting a solicitation response, Vendor should respond by returning this solicitation document and marking it "NO RESPONSE".

(7/11/2013)

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1.0 OVERVIEW

1.1 Statement of Objective

This is a competitive solicitation for **Lock and Key Services** to enable New College of Florida (NCF) to enter into an agreement with a vendor to rekey existing locks and provide new keys to specifications.

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 NCF 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	**Action**
7/22/2013	Competitive solicitation advertised and released.
7/29/2013	Last Day for NCF to receive communications and/or inquiries from Vendors regarding the competitive solicitation via email to Authorized NCF Representative at mlillquist@ncf.edu ("**Inquiry Deadline Date**").
7/31/2013	NCF will respond to inquiries and requests for clarifications by posting an Addendum on the Website.
8/5/2013	Deadline for NCF to receive solicitation responses 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 Purchasing 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 NCF Purchasing Services Department's Website at http://www.ncf.edu/purchasing ("**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. NCF 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

NCF Campus Dormitory Re-Key Project

Scope and Sequence of Work

1. Re-Key 2600BEST IC Core Cylinders. A2 system (provided by PP and shipped to vendor)
2. Provide and cut 3800 new keys.
3. Stamp Keys per schedule provided by NCF/PP
4. A seven (7) day turn-around will be expected from the vendor for each batch.
5. The seven (7) day turn-around begins when the vendor receives the specific batch.
6. Sequence of events is as follows:

   A. A total of 2038 Lock cylinders will be shipped by NCF/PP to vendor at our expense over a specific period of time
   B. Cylinders will be shipped to vendor in batches of 200 to 400 pieces per shipment.
   C. The vendor will re-key each cylinder and ship each batch with related keys back to NCF.
   D. Turn-around from the vendor will be seven (7) days, including shipping, and at vendor's expense.
   E. Each return shipment from the vendor to NCF will be overnight.
   F. Upon receipt of a batch from the vendor NCF will ship another batch of cylinders to be re-keyed.
   G. Provide New combinated BEST IC core cylinders WC
   H. Provide New combinated BEST IC core cylinders WB
   I. Build and provide to NCF Master Key System WC
   J. Build and provide to NCF Master Key System WB
   K. Training scheduled per quote.

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

1.4 Solicitation Response

Each Vendor shall organize its solicitation response to provide the following information in order to assist NCF 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 ITB document must be included in their entirety as part of Vendor's solicitation response under Tab 1 for consideration by NCF. In addition, any documents incorporated by reference in the requests for additional language or request for revisions and any and all forms NCF 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 NCF, 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, including Vendor's W9 form and Vendor application, available on the NCF Purchasing website at http://www.ncf.edu/purchasing, a Certificate of Good Standing from Vendor's State of Incorporation, if other than Florida, and the Request for Proposal Cover Document certifying the location of its principal place of business as defined in Section 3.3.2 of this ITB.

Tab 4 - If the vendor's principal place of business is in a state other than Florida, Vendor must provide a written opinion from a licensed attorney in Vendor's state, specifying: (i) the preferences(s) granted by the state or political subdivision, as applicable, under the laws of that state to vendors whose principal place of business is in that state or political subdivision; and (ii) how the preference is calculated.

Tab 6 - Complete APPENDIX V and return in a sealed envelope.

Appendix V is your quote.

Tab 9 - Completed and signed Addendum Acknowledgement Forms, if any. The Vendor shall complete, sign and date the Addendum(a) document, but shall not alter the language provided in the competitive solicitation document or the Addendum(a) in any way; any such alterations are void.

Tab 10 - Information regarding alternate brands or equivalent products being offered by Vendor, if any.

Tab 11 - 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 12 - Appendix II, completed, signed and dated.

Tab 13 - 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 15 - Vendor's Services and Warranties, if applicable.

Tab 16 - Disclosures regarding: (a) Vendor employees having employment relationship with NCF, State of Florida or any Florida State Agencies AND/OR (b) any NCF or State employee(s) owning an interest of 5% or more of Vendor's company or its affiliates or branches.

Tab 17 - Additional information requested in the competitive solicitation and/or addenda, if applicable.

Tab 18 - Additional pertinent information Vendor would like to provide.

1.5 Definitions

"**Authorized NCF Representative**" means the NCF Purchasing 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 NCF 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 NCF Purchasing Services Department's website at http://www.ncf.edu/purchasing

The words "**shall**", "**must**", or "**will**" are equivalent and indicate mandatory requirements or conditions, NCF 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 NCF's best interest.

1.6 NCF Environment

New College of Florida is a public liberal arts college located in Sarasota, Florida, United States. It was founded originally as a private institution and is now an autonomous honors college of the State University System of Florida.[

• The 110-acre campus blends classic landmark buildings with modern facilities. New College's visionary master plan incorporates state-of-the-art environmental design into campus architecture and landscaping.

• The main Bayfront campus lies along the Gulf of Mexico on the former estate of circus magnate Charles Ringling. Enter through the iconic Ringling arch and stroll down canopied Dort Promenade all the way to College and Cook Halls, connected by a colonnade opening onto a vast lawn and Sarasota Bay, a favorite gathering spots for yoga and sunsets.

• Across the Tamiami Trail (US 41) and linked by overhead pedestrian bridge is the Pei Campus, hub of student and residential life and home to five new "green" residence halls and a recently renovated student union with its own student-run Black Box Theater.

• The Caples campus, home to the Caples Fine Arts Complex (1992) and Environmental studies, is located on Bay Shore Road just south of the Ringling Museum. Behind the Caples Mansion and right on the bay is the New College sailing program.

• Our newest first-class facilities include a dedicated Academic Center and Plaza incorporating sustainable features (2011); a Public Archaeology Lab (2010) for processing and interpreting artifacts, preparing archaeological site reports and storing excavated finds; the Pritzker Marine Biology Research Center (2001) with seven research labs and over 100 aquariums; and the Heiser Natural Sciences Center Complex (2000) with teaching and research labs for chemistry, biology, computational science, physics and math.

2.0 PROCESS

2.1 Authorized NCF Representative/ Vendor's Submission of Solicitation Response

The Authorized NCF Representative for this competitive solicitation is:

MARK LILLQUIST
NEW COLLEGE OF FLORIDA
PURCHASING DEPARTMENT
PALMER BUILDING D
5800 BAY SHORE RD
SARASOTA, FL 34243
EMAIL: MLILLQUIST@NCF.EDU

Vendor must submit its sealed solicitation response to the Authorized NCF Representative at the address stated immediately above.

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

2.2 Vendor Communications and/or Inquiries

The Vendor shall review this competitive solicitation in its entirety to determine whether NCF'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 NCF Representative at [EMAIL OF PURCHASING REP]. 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.

NCF will consider only those communications and/or inquiries submitted via email and received by the Authorized NCF Representative on or before the Inquiry Deadline Date specified in **Section 1.2, "Calendar of Events"**. Unless the Authorized NCF Representative specifically requests Vendor to provide additional communications, NCF 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 NCF determines, in its sole discretion, to respond to any communications, inquiries or requests for clarification, NCF's response will be made in an addendum to this competitive solicitation and posted on the Website.

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

2.4 Addenda

Purchasing 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 by the Authorized NCF Representative on or before the Solicitation Response Due Date and time specified in **Section 1.2, "Calendar of Events"** at New College of Florida Purchasing Department 5800 Bay Shore Rd Sarasota, FL 34243 according to the time clock in NCF's Purchasing Services Department. Vendor may not submit its solicitation response, or amendments to its solicitation response via telephone, facsimile, electronic mail, or telegraph.

If the Vendor elects to mail in its solicitation response package, the Vendor must allow sufficient time to ensure the Authorized NCF Representative's receipt of the solicitation response package by the Solicitation Response Due Date and time. Regardless of the form of delivery, it is the Vendor's responsibility to ensure that the solicitation response package arrives at the Authorized NCF Representative's mailing 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 (along with the copies) per sealed envelope.

NCF 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 in sealed envelopes with the following information clearly provided on the front of the envelope:

The Authorized NCF Representative's name and address as provided in **Section 2.1** and **ITB 13-003-L KEY AND LOCK SERVICE** and the date and time of the Solicitation Response Due Date. The solicitation response must be submitted in one (1) original and one (1) copies. The document containing the original signature must be marked "ORIGINAL." In addition, Required Solicitation Response Format

To facilitate NCF'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 NCF's sole discretion, be rejected.

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 NCF's evaluation of the solicitation response, it is mandatory that Vendor follow the instructions contained herein. NCF 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 NCF.

2.7 Solicitation Responses Must be in Ink or Typed

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

2.8 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.

2.9 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.

2.10 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 NCF may reject the Vendor's solicitation response.

2.11 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 NCF's finding that the Vendor's solicitation response is non-responsive. In case of Vendor's errors in extensions, the unit price will prevail.

2.12 Solicitation Response Validity Period

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

2.13 Solicitation Response Opening

At 2:00 p.m. on the Solicitation Response Due Date, NCF 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

- Alan Dawson, Assistant Director, PP or his/her designee, has final decision making authority regarding the competitive solicitation.

3.2 Cash Discounts

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

3.3 Preferences for Vendors with a Principal Place of Business in Florida

3.3.1 Vendor Preferences. Pursuant to Florida Statute Section 287.084 and Board of Governors Regulation 18.001, a preference will be awarded to Vendors with a principal place of business in Florida (such vendors hereinafter referred to as "Resident Vendors") as follows:

a. If the highest ranked responsible and responsive proposal is from a Vendor whose principal place of business is outside of Florida and is in a state or political subdivision thereof which grants a preference for the same purchase to a vendor in such state or political subdivision, as applicable, then NCF shall grant the same preference to the Resident Vendor with the highest ranked responsible and responsive proposal.

b. If the highest ranked responsible and responsive proposal is from a Vendor whose principal place of business is outside of Florida and is in a state that does NOT grant a preference for the purchase to a vendor in such state, then NCF shall NOT grant a preference.

c. For Vendors whose principal place of business is outside of Florida, such vendors must, at the time of submitting its proposal, provide a written opinion from a licensed attorney in its state specifying:

(i) the preferences(s) granted by the state or political subdivision, as applicable, under the laws of that state to vendors whose principal place of business is in that state or political subdivision; and

(ii) how the preference is calculated.

The failure to submit the written opinion may be waived as non-material if all Vendors responding to the competitive solicitation have principal places of business outside of Florida.

3.3.2 Determining a Vendor's Principal Place of Business. A Vendor's "principal place of business" is determined as follows:

a. If the Vendor is an individual or a sole proprietorship, then its "principal place of business" is in the state where the vendor's primary residence is located.

b. If the Vendor is a business organization, then its "principal place of business" is in the state where the majority of the Vendor's executive officers direct the management of the Vendor's business affairs.

3.4 Tie Responses

When multiple solicitation responses are equal in all respects, NCF 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.

3.5 Contract Award

NCF intends to award a Contract or Contracts resulting from this competitive solicitation to the Successful Vendor(s) whose solicitation response(s) represent **low bid** to NCF. 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.

3.5.1 NCF 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.

3.5.2 NCF 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.

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

3.5.4 NCF 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 NCF.

3.5.5 NCF may reject all solicitation responses if such action is in NCF's best interest.

3.5.6 NCF 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 NCF's best interest. NCF may waive informalities and minor irregularities in solicitation responses.

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

3.6 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 NCF 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.

3.7 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 NCF employee, prior to the Contract being signed 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.

3.8 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 College 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 NCF 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

5.0 GENERAL TERMS

5.1 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.

5.2 Software Warranty and Back up

If Successful Vendor is providing software to NCF, 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, NCF 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.

5.3 Services and Warranty

VENDOR WILL WARRANT ITS SERVICES AND PRODUCTS FOR A MINIMUM OF ONE YEAR FROM DATE THE SERVICES OR PRODUCTS ARE RECEIVED AND ACCEPTED BY NCF

5.4 Safety

NCF 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 College's premises.

5.5 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 NCF's regulations policies, and procedures while performing the Contract and/or while on the College's premises. NCF's regulations, policies and procedures, as it may be updated, is available at: http://www.ncf.edu/policies .

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 college campus including buildings, green spaces, vehicles, and parking areas.

Public Records Laws; Trade Secrets Certification.

As a public body corporate of the State of the Florida, NCF 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 NCF 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, NCF 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 812.081(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 **NCF's Purchasing 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 812.081(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 NCF 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; NCF'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 NCF 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, NCF 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 NCF will release the document as requested.

5.6 Parking

The Successful Vendor shall ensure that all of the Vendor's and Vendor's employees', agents' and subcontractors' vehicles parked on the College premises have proper parking permits. All vehicles must be registered with, and have parking permits purchased from NCF'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 NCF'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 NCF's Department of Parking and Transportation at (941) 487-4626.

5.7 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 NCF; and may not transact business with NCF 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.

5.8 Waiver of Rights and Breaches

No right conferred on NCF 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 NCF. NCF's waiver of a right or breach shall not constitute a waiver or excuse of any other right or breach.

5.9 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 NCF, or of the State of Florida or of any of its agencies.

Further, Vendor must disclose in its solicitation response the name of any NCF 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 NCF 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.

5.10 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 NCF, 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, NCF 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 NCF under such Contract, at law or in equity.

5.11 Use of Agreement by Other Governmental Agencies

At the option of the Vendor, the use of any agreement 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 agreement shall do so independently of NCF and shall be solely responsible for its own purchases.

5.12 Disposition of Solicitation Responses

All solicitation responses become the property of NCF, and NCF 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 NCF with the solicitation response will become a public document pursuant to Section 119.07, F.S. This includes material that the responding proposer might consider to be confidential or a trade secret. NCF's selection or rejection of a solicitation response will not affect this exemption.

5.13 Licensing Requirements

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

5.14 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 607 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 NCF, 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 NCF. 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 NCF 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.

5.15 Small Business Minority Enterprise (SMBE) Reporting

It is the NCF'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 NCF 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.

5.16 Equal Opportunity Statement

NCF believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination, and NCF 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 NCF's request.

5.17 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 NCF'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 NCF'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	_____	_____	_____
3.8	_____	_____	_____
4.0	_____	_____	_____
5.0	_____	_____	_____
5.1	_____	_____	_____
5.2	_____	_____	_____
5.3	_____	_____	_____

SECTION	YES	NO	VENDOR INITIAL
5.4	_____	_____	_____
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	_____	_____	_____

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

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

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

VENDOR COMPANY NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

APPENDIX II

CERTIFICATE OF NON-SEGREGATED FACILITIES

We,_____
certify to New College of Florida 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

SAMPLE AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into on _____ (the "Effective Date"), by and between **New College of Florida Board of Trustees ("NCF")** and _____, a (state of incorporation and type of entity), whose address is _____, _____, ___, _____, who is authorized to do business in the State of Florida **(the "Contractor")**.

RECITALS

WHEREAS, NCF requested solicitation responses for Competitive Solicitation RFP No._____ ("RFP #_____") to provide the following goods and/or services: _____ (the "Services");

WHEREAS, the Contractor submitted a solicitation response for RFP #_____ to perform the Services ("Contractor's Solicitation Response"), which was accepted by NCF.

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Term**. This Agreement commences on the Effective Date and will continue for an initial term of _____ (__) year (the "Initial Term") and may be renewed in writing by the parties for _____ (__) additional _____ (__) year term(s) (each one year term referred to as the "Renewal Term").

2. **Contract**. The Contractor will provide to NCF the Services pursuant to the terms and conditions described in the following: the Competitive Solicitation for RFP #_____ (including Addendum 1), attached hereto as Exhibit I and incorporated herein by reference; and the Contractor's Solicitation Response, attached hereto as Exhibit II and incorporated herein by reference. In the event of conflict between or among terms and conditions contained in the foregoing documents with regards to the Services, such documents shall govern in the following order of precedence: first, this Agreement; second, Exhibit I (the Competitive Solicitation for RFP #_____, including Addendum 1); and third, Exhibit II (the Contractor's Solicitation Response).

3. **Payment**. The Contractor shall provide the Services to NCF pursuant to the pricing set forth in Exhibit II, Tab ___(page ___). The Contractor shall submit invoices for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit. NCF will make payment in accordance with NCF Payment Policies, which states the Contractor's rights as a vendor and NCF's responsibilities concerning interest penalties and time limits for payment of invoices. Upon receipt, NCF has five (5) business days to inspect and approve the goods or services. If a payment is not issued within **forty (40) days of receipt** of a proper invoice and receipt and inspection and approval of the goods and services, NCF will pay to the Contractor, in addition to the amount of the invoice, an interest penalty at the rate established pursuant to Florida Statues §55.03(1), provided the interest penalty is in excess of

one dollar ($1.00). A Vendor Ombudsman has been established within the Office of Business and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment from NCF.

The Contractor shall cooperate with NCF and provide specific records and/or access to all of the Contractor's records related to the Agreement for purposes of conducting an audit or investigation. NCF will provide Contractor with reasonable notice of the need for such records or access.

4. **Assignment/Modification of Agreement**. This Agreement may not be assigned or modified by either party except as agreed to in writing and signed by both parties. The Agreement shall be binding upon the parties' successors and assigns.

5. **Sovereign Immunity**. Nothing in this Agreement shall be construed as an indemnification of the Contractor by NCF or as a waiver of sovereign immunity beyond that provided in Florida Statutes §768.28.

6. **Governing Law; Venue**. This Agreement is governed by the laws of the State of Florida and exclusive venue of any actions arising out of this Agreement shall be in the courts in Manatee-Sarasota County, Florida.

7. **Relationship of the Parties**. The Contractor is an independent contractor, and neither the Contractor nor the Contractor's employees, agents, or other representatives shall be considered NCF's employees or agents. The Contractor shall not use NCF's name, trademarks, logos, or marks without NCF's prior written approval. The Contractor represents and warrants that it is not on the Convicted Vendor List (see Fla. Stat. § 287.133(2)(a)). Each party hereby assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and the officers, employees, and agents thereof. The Contractor also assumes such risk with respect to the willful or negligent acts or omissions of the Contractor's subcontractors or persons otherwise acting or engaged to act at the instance of the Contractor in furtherance of the Contractor fulfilling the Contractor's obligations under the Agreement.

8. Compliance with Public Records Law. NCF is subject to applicable public records laws as provided by provisions of Florida Statutes Chapter 119, and NCF will respond to such public records request without any duty to give the Contractor prior notice. NCF may unilaterally cancel this Agreement for Contractor's refusal to allow public access to all public records that were made or received in conjunction with this Agreement. This provision shall survive termination or expiration of the Agreement.

9. **Annual Appropriations**. NCF's performance and obligation to pay under the Agreement is subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise lawfully expendable for the purposes of such Agreement for the current and future periods. NCF will give notice to the Contractor of the non-availability of funds when NCF has knowledge thereof. Upon receipt of such notice by Contractor, Contractor is entitled to

payment only for those services performed and accepted by NCF prior to the date such notice is received.

10. **Taxes**. NCF is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. The Contractor shall pay all personal property taxes on leased equipment and all taxes based upon net income.

11. **Travel Expenses**. Contractor shall not charge NCF for any travel expenses, meals, and lodging unless otherwise provided in this Agreement and NCF's prior written approval of the expenses has been obtained. Under such circumstances, Contractor is authorized to incur the agreed to travel expenses which will be payable by NCF, but only to the extent permitted in Florida Statutes § 112.061 Contractor is responsible for any expenses in excess of these prescribed amounts.

12. **Force Majeure**. No default, delay or failure to perform on the part of the either party shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strikes, lockouts or inactions of governmental authorities; epidemics; acts of terrorism; war; embargoes; fire; earthquakes; hurricanes; acts of God; or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

13. **Indemnification**. The Contractor is responsible for its performance under the Agreement. The Contractor will indemnify and hold harmless, assume liability for and defend, the State of Florida, the Florida Board of Governors, NCF and their officers, employees, and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which may arise in any manner or are alleged to have arisen, from the acts, omissions or wrongful conduct of Contractor or Contractor's officers, employees, agents, guests, patrons, licenses, invitees or subcontractors in connection with or related to their operations, activities, and/or occupancy or use of the NCF premises in performance of the Agreement. This provision shall survive termination or expiration of the Agreement.

14. **Trademark or Copyright Infringement**. Contractor will, at its expense, defend any suit brought against NCF and will indemnify NCF against an award of damages and costs made against NCF by settlement or final judgment of a court that is based on a claim that the use of the Contractor's product infringes a trademark or copyright of a third party; provided that NCF notifies Contractor in writing of the suit or any claim of infringement within thirty (30) days after receiving notice thereof, and further provided that Contractor is permitted to control the defense in any litigation or settlement of the suit. NCF will provide reasonable cooperation in the defense of the suit at Contractor's expense. Such defense and indemnity shall survive termination or expiration of the Agreement.

15. **Confidentiality of Information**. The Contractor acknowledges and agrees that (a) all documents, studies, materials and information furnished to the Contractor by NCF or NCF's affiliates in connection with this Agreement and (b) all reports, studies, plans, deliverables, strategies, materials and other documents and information developed or prepared for NCF in connection with this Agreement or which reflect any of the documents, studies, materials or information furnished to the Contractor by NCF (the materials described in (a) and (b) are collectively referred to as the "Information") are and shall remain at all times confidential, proprietary, and the sole property of NCF. The Contractor agrees that it shall not use the Information and will not share the Information with its employees, except as necessary to the Contractor's performance under this Agreement, and the Contractor shall at all times comply with all state and federal laws governing the use and/or safe-keeping of confidential and/or personally identifiable information. The Contractor shall not disclose Information to third parties unless it obtains NCF's written consent to such disclosure.

In the event the Contractor required by subpoena or other judicial or administrative process or by law to disclose such records, the Contractor shall (i) provide NCF with prompt notice thereof; (ii) consult with NCF on the advisability of taking steps to resist or narrow such disclosure; (iii) furnish only that portion of the information that is responsive to the request; (iv) comply with the requirements of all state and federal privacy laws applicable to the Information, which may include but is not be limited, to Florida Public Records laws, FERPA, the Gramm-Leach Bliley Act, the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003); and (v) reasonably cooperate with NCF in any attempt that NCF may make to obtain an order or other reliable assurance that confidential treatment will be accorded the records. Upon termination of this Agreement or upon request by NCF, the Contractor shall promptly return the Information to NCF. Notwithstanding the foregoing, if NCF will share or provide access to protected health information or "PHI" to NCF for the Contractor to perform this Agreement, NCF and the Contractor will enter into a separate business associate agreement which will govern the confidentiality and non-use obligations of the Agreement regarding the PHI (in lieu of this provision). This provision shall survive the termination or expiration of this Agreement.

16. **Lobbying**. Contractor is prohibited from using funds provided under this Agreement for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

17. **Termination for Cause**. Either party may terminate this Agreement for cause by giving the other party thirty (30) calendar-days written notice setting forth with specificity the basis for the termination of the Agreement for cause. For purposes of this Agreement, "cause" shall mean the failure by either party to: (i) provide the goods or perform the services within the time specified in this Agreement; or (ii) adhere to any terms of this Agreement.

18. **Notice**. Any notices required under this Agreement shall be sent via U.S. Mail, return receipt requested, to the parties at the following addresses:

Notices to Contractor:

_____
_____
_____
_____
_____

Notices to NCF:

Purchasing Director
NCF- Purchasing Department
Palmer Building D
5800 Bay Shore Rd
Sarasota, FL 34243

With copy to:

New College of Florida
Office of the General Counsel
Cook Hall
5800 Bay Shore Rd
Sarasota, FL 34243

19. **No counterparts; facsimile signatures allowed.** This Agreement may not be executed in counterparts. The Agreement, along with any and all Exhibits, may be executed and delivered by facsimile signature by any of the parties to the other parties; to the extent permissible under Florida law, a facsimiles signature shall have the same legal force and effect as an original signature and the receiving party may rely on the receipt of such document so executed and delivered by facsimile signature as if the original had been received.

20. **Clarifications/negotiated points (if any) are**: None.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

FOR THE CONTRACTOR**:**

_____

BY:

_____

NAME & TITLE:

DATE:

_____

FOR **NCF:**

NCF
BOARD OF TRUSTEES

BY:

_____

NAME & TITLE:

DATE:

_____

APPROVED AS TO FORM AND LEGALITY

BY: _____

NCF Attorney

DATE:

_____

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 New College of Florida 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)

APPENDIX V

NEW COLLEGE OF FLORIDA
SCHEDULE OF PRICES

RE-KEY PROJECT

ITEM NUMBER	PAY ITEM DESCRIPTION	Best Key Way or Item Part Number	QUANTITY	X	=	TOTAL PRICE
1	Re-Pin Best IC Core Cylinders - Per Schedule. Cylinders provided by NCF (A2)	WC	1400			
2		WB	1200			
3	Provide and cut MBS Premium Keys , Two Key ways WC and WB	WC & WB	3800			
4	Key Cutting Machine - A2 System	GP201-P-A2	1			
5	Key Combinating Kit - A2 System	ICK - 108 - A2	1			
6	Hanging Key File - 50 Key Caddy (Global)	T9AB195730	84 sheets of 50			
7	Training in Two (2) four hour blocks.		8 hours Total			
8	Stamp new keys per NCF schedule provided		3800			
9	Provide New combinated BEST IC core cylinders	WC	100			
10	Provide New combinated BEST IC core cylinders	WB	100			
11	Build and provide to NCF Master Key System	WC	1			
12	Build and provide to NCF Master Key System	WB	1			

VENDOR COMPANY NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____