

**MAX PLANCK**  
 FLORIDA INSTITUTE FOR  
 NEUROSCIENCE



**Invitation to Negotiate (ITN)  
 REQUIRED RESPONSE FORM**

Page 1 of 16 Pages	PROPOSALS WILL BE OPENED AT @ 3:00 pm on Friday October 14th, 2022 and may not be withdrawn within 90 days after such date and time.	ITN NO. <b>22 - 04</b>
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MAILING DATE: 9/14/22	PROPOSAL TITLE: <b>Public Relations Services</b>
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FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

VENDOR NAME

MAILING ADDRESS

CITY-STATE-ZIP

TELEPHONE NUMBER:

TOLL-FREE NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

*I certify that this proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal for the same commodities/ services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer and that the proposer is in compliance with all requirements of the Invitation to Negotiate including but not limited to, certification requirements. In submitting a proposal, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign, or transfer to the Institute all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the Institute. At the Institute's discretion, such assignment shall be made and become effective at the time the Institute tenders final payment to the proposer.*

**Proposal Certification**

**I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents inclusive of this Invitation to Negotiate and all appendices and the contents of any Addendum released hereto.**

This ITN, General Conditions, Instructions to Proposers, any Special Conditions if listed, Specifications, Addenda, and/or any other pertinent documents form a part of this proposal and by reference are made a part thereof.

PURPOSE: It is the purpose and intent of this ITN to secure ITNs for item(s) and/or services as listed herein for the Max Planck Florida Institute hereinafter referred to as the Institute.

\_\_\_\_\_  
 AUTHORIZED SIGNATURE & TITLE

\_\_\_\_\_  
 PRINTED NAME & DATE

## 1.0 **PURPOSE**

The purpose of this Invitation to Negotiate (ITN) is to solicit sealed proposals from qualified, Public Relations Services firms and establish a contract through competitive negotiation on an annual contract basis. The initial term is anticipated to be two years with one additional renewal year option subject to satisfactory performance, mutually acceptable rates and the agreement of both parties.

## 2.0 **BACKGROUND INFORMATION**

About the Max Planck Florida Institute for Neuroscience (MPFI)

MPFI is a nonprofit biomedical research and education organization that studies the brain. We are one of 86 institutes who are part of Germany's Max Planck Society, however we are the only Max Planck Institute in North America.

While Max Planck Institutes study many different things, one thing they all have in common is a focus on "basic" research. This type of scientific questioning focuses solely on understanding how things work. Most people are familiar with "applied" research, which commonly looks like developing drugs to treat diseases. Basic research must take place before applied research. In other words, before you can fix something, you must know how it works.

At Max Planck Florida, we have eight research groups that conduct neuroscience research from the molecular level all the way to neural networks. MPFI researchers are trying to understand things like how damage to mitochondrial cells can affect brain function; which neurons are responsible for planned movement versus spontaneous movement; how our brain encodes experiences that shape our feeding behavior and memory; which neural networks are engaged in visual processing; or what genetic alterations underlie conditions like autism or schizophrenia.

What Sets Us Apart:

What makes a Max Planck Institute different from other academic institutions is a focus on curiosity-driven discovery. Max Planck Institutes give their scientists the academic and intellectual freedom to pursue whatever question they are passionate about, while giving them the funding, equipment, and administrative support to allow them to focus on their science. Max Planck researchers are encouraged to take risks, and pursue big questions just for the sake of understanding.

In addition to research, MPFI provides education programs from the high school to the postdoctoral level to give aspiring scientists at all levels of their careers opportunities to work on cutting-edge neuroscience research. MPFI partners with nearby Florida Atlantic University and FAU High School on academic partnership and degree programs such as the Max Planck Honors Undergraduate Program and the International Max Planck Research School (IMPRS) Ph.D. program. In addition, MPFI offers community events such as our Science Meets Music series, Brain Exploration Day, school visits, community tours, web series, partnerships with museums, and other public engagement programs.

More information about MPFI and our programs can be found in the supplementary attachments as well as on our website [mpfi.org](http://mpfi.org) and our social media channels @mpfneuro and our website [www.mpfi.org](http://www.mpfi.org)

## 3.0 **AWARD**

The Max Planck Florida Institute will award these services to the highest ranked, responsive and responsible proposer. Award will be made not on the basis of price alone, but to the proposal whose submission contains the most advantageous combination of price and qualifications as outlined in this Invitation to Negotiate and subsequent negotiations.

## 4.0 **CONTRACT PERIOD**

The initial contract period will be for one year with the option to renew for one additional one year period at the yearly pricing provided in this ITN.

## 5.0 **PRICING**

Please provide a set hourly price for services.

## 6.0 THE OBJECTIVE AND SCOPE OF WORK

Campaign Needs:

- Greater brand recognition in the South Florida community.
- Increase awareness of and attendance at our events with both pre- and post-event coverage.
- Educate potential donors about the work we do and the importance of STEM education and biomedical research.

Internal Resources:

Agency representatives would be asked to work directly with MPFI's head of communications Katie Edwards, as well as Scientific Communications Specialist Lesley Colgan, and Digital Media Manager Kevin Albertini.

MPFI's researchers are available for interview, comment, or to provide perspective on neuroscience related topics. However, please remember that we are not actively engaged in the treatment of any neurological condition and cannot speak to specific medical conditions.

For Example:

**Wrong:** Dr. Smith studies the causes of Alzheimer's and is an expert on dementia

**Correct:** Dr. Smith studies the neuronal networks underlying certain types of memory, which can be impacted in patients suffering from Alzheimer's. Dr. Smith is an expert on how those networks work and what they could tell us about conditions like Alzheimer's.

Additional Note:

The use of animals in research continues to be a controversial topic despite overwhelming evidence of its positive impact and importance to scientific advancement. Firms should be aware of MPFI's use of animals in research as well as our strict standards of ethics and commitment to humane treatment of every animal in our care. While at this time, our messaging goals do not include advocating for greater awareness and acceptance of ethical animal research, this has the potential to come up in media coverage.

Target Audiences and Goals:

1. **Fundraising:** build relationships with potential donors, strengthen, and expand our board of trustees, and expand our resources to allow us to expand and offer new programs and support to our researchers and students.
2. **Community:** Increase the general public's awareness of Max Planck Florida Institute for Neuroscience and build support for STEM education, Brain Health Awareness, and biomedical research in general.
3. **Academic Reputation Building:** Increase the number and quality of applicants to our programs, particularly our postdoctoral scholars and Ph.D. candidates.

## 7.0 SCHEDULE OF EVENTS

The following is the proposed timetable. Proposers *must* submit *all* documentation prior to the scheduled deadlines to be eligible for consideration:

Wednesday September 14th, 2022	Distribution of ITN
Wednesday September 28th, 2022	Non-Mandatory Pre-proposal meeting by Zoom
Friday September 30th, 2022	Questions Deadline 5:00 PM
Friday October 14th, 2022	Closing Date: Submission of all proposals 3:00 PM
TBD	Evaluation Committee Meetings
TBD	Vendor Presentations/Negotiations (if needed)
TBD	Complete Evaluations

## 8.0 QUESTIONS FOR PROPOSERS

- What experience does your agency have working in the scientific research field?
- What would your process be for familiarizing yourself with our work?
- What are your biggest successes with similar clients?
- Who would be our point of contact and how often should we expect to meet with that person? Please provide summary of key contact's related experience.
- How has your agency defined and measured success in previous campaigns?
- How do you manage projects and keep track of goals and deadlines?
- What do you look for in a client?
- How do you charge for your services?
- What deliverables would you propose for our goals?
- What time frame would you propose for executing our campaign?
- What expectations do you have for us?
- What do you see as our greatest asset? What is our greatest liability?

## 9.0 PROPOSER'S QUESTIONS FOR THE INSTITUTE

Proposers shall address any questions regarding this solicitation directly to the Procurement Department, Allen Lee at [allen.lee@mpfi.org](mailto:allen.lee@mpfi.org). Questions shall be in writing referencing the ITN number and opening date. All questions submitted will be answered in writing by an addendum to all proposers. The Max Planck Florida Institute will not be bound by any verbal information or by any written information that is neither contained within the solicitation documents or formally noticed and issued by the Procurement Department.

## 10.0 PROPOSAL REQUIREMENTS/ITN FORMAT

### A. TITLE PAGE

Show the ITN number, subject, the name of the proposer, address, telephone number & date.

### B. TABLE OF CONTENTS

Include a clear identification of the material by section & by page #.

### C. LETTER OF TRANSMITTAL- Limit to one or two pages

Briefly state the understanding of the proposer regarding the scope requested and make a positive commitment to provide services as requested. Describe your firm's overall approach. Provide a description of the overall philosophy and how it benefits the Max Planck Florida Institute for Neuroscience, including firm's philosophy on communications with our personnel throughout the year, scheduling of engagements, and continuity of staff.

### D. INVITATION TO NEGOTIATE

(Required Response Form, page 1 of ITN) filled out and signed.

### E. PROFILE, EXPERIENCE AND QUALIFICATIONS

1. Provide Capabilities in the areas listed in the proposal requirements with specific examples from previous/present clients along with the dollar value of each awarded contract.

2. Submit at least three letters of reference
3. Provide resumes of engagement partner and manager who would serve the Institute on a day-to-day Basis as the primary points of contact and who will be responsible to the Institute directly. The individuals Identified shall be available within 3 hours' notice by phone.
6. State whether the proposer is local, regional or national and office from which the work is to originate.
7. Total years in business under this company name
8. Provide the Federal taxpayer identification number.
9. Total years performing this type of work with current employee count
10. All attachments that require signature dated and signed.
11. Other topics - In preparing the response to this section the proposer is not strictly limited to the areas listed above. Additional topics may be added based on the professional judgment of the individuals responding to the ITN, if they will further describe the operations or benefits of the proposed system. These topics will be inserted into proposal package after the other topics listed above.

#### **11.0 ADDENDA**

A written addendum may be issued prior to the proposal opening, which may modify, supplement or interpret any portion of this Request. No verbal or written information from other sources are authorized as representing the Max Planck Florida Institute. The Institute will issue a written addendum with such information to all Proposers in a timely manner, so as to give the contractors sufficient time to respond to the information and incorporate such changes into their response. All Proposers shall acknowledge the receipt of such addenda by completing the addenda form, signing it, and including it with their proposal response. If the addenda are received after the Proposer submits his proposal, he may email the addenda under separate cover and include the incorporated changes in that package. In the event of further needed clarification the Institute reserves the right to release additional addendums.

Vendors are responsible for the information contained in such addenda, whether or not they acknowledge receipt. The Institute is under no obligation to communicate such addenda to vendors who notify the Institute that they will not be responding this ITN. The Institute may determine whether an addendum will be considered as part of this ITN and/or as part of any contract resulting there from. The Institute shall reject vendors' responses to addenda if such responses are received after the ITN closing date and time.

#### **A. Verbal versus Written Communication**

Verbal communication shall not be effective unless formally confirmed in writing by the Purchasing Manager managing this ITN's process. In no case shall verbal communication override written communication.

#### **12.0 INSTRUCTIONS ON SUBMITTING AN ITN**

In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all information in your proposal. All packages *must* be received in the Procurement Department, on or before the specified date and time. Any and all proposals not received in the manner requested, in by the specified date and time will be returned to the originating Proposer, without further review. The ITN must contain a signature of an authorized representative in the space provided on page one. Failure to properly sign proposal may invalidate same, and it shall not be considered for further negotiations. Corrections must be initialed by the person signing the proposal. Any corrections not initialed will not be considered. Altered terms and conditions of this ITN may not be considered.

**Sealed proposals must be submitted prior to 3 PM on Friday October 14th, 2022 to:**

[allen.lee@mpfi.org](mailto:allen.lee@mpfi.org)

Procurement Department  
Max Planck Florida Institute for Neuroscience  
1 Max Planck Way  
Jupiter, FL 33458

Packaged must be submitted to the email address shown above or mailed and clearly marked.

### 13.0 EVALUATION PROCESS

We will carefully consider all proposals but anticipate that a successful proposal will demonstrate:

- Familiarity with the South Florida Media Landscape
- Previous success placing education / nonprofit event related stories
- Willingness to think outside the box
- Creative solutions that maximize our investment

Proposals will be evaluated by an ITN Evaluation Committee to determine a short list of vendors whose written responses most closely adhere to the ITN requirements and whose proposals best address the Institute's priorities as previously stated. The committee Institutes may consist of Institute Personnel other interested parties, and designated experts if needed.

Those selected for the short list will continue in the evaluation process, which may involve site visits, reference checks, vendor presentations, negotiations, and evaluation of the vendors' best and final offer.

The determination of the vendors selected for the short list with which negotiations will continue will be based on evaluation of the written response submitted. There will be no opportunity for presentations at this stage. Any response that does not provide complete, accurate, and detailed answers to each requirement, or which indicates the company prefers to defer providing complete details until a later stage in the process, may be declared non-responsive at the Institute's discretion and rejected without further evaluation.

The short listed vendors may be required to submit a listing of other institutions with similar contracts from which the Committee may choose to contact. If requested, the Committee may meet with the vendors individually to discuss the proposal, plans for servicing the Institute, and negotiate the service and cost proposal. After site visits, demonstrations and negotiations have been completed the short listed companies will be given a deadline for submission of a "best and final" offer. The negotiation process will stop upon submission of the "best and final" offers. Best and final offers may not be withdrawn and remain valid for 90 days after the submission deadline.

Should an acceptable agreement with short listed vendors not be reached and/or all "best and final" offers rejected, the Institute, at its sole discretion may elect to re-short list the remaining vendors and continue with the evaluation process.

The Institute reserves the right to award this ITN in full, in part or make no award at all. The Institute also reserves the right to award to the next highest evaluated, responsive and responsible Offeror in the event of vendor default, non-performance, non-compliance or similar issues affecting the Institute's ability to obtain services at any time.

Vendors whose proposals are not accepted will be notified after a contractual agreement exists between the Institute and the selected proposer or when the Institute rejects all proposals. The contract will consist of the Institute's ITN, the proposal with any and all revisions, award letter, purchase order, and the signed agreement between the parties, as stated in that agreement.

#### **B. Selection, Negotiation, Additional Information**

Although the Institute reserves the right to negotiate with any vendor or vendors to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive vendor or vendors without further discussion, negotiation, or prior notice. The Institute may presume that any proposal is a best-and-final offer.

#### **C. Pre-Award Presentations**

The Institute reserves the right to require presentation from any and all vendors, in which they may be asked to provide or they may provide information in addition to that provided in their proposals.

#### **D. Pre-Award Negotiations**

The Institute reserves the right to negotiate prior to award with vendors for purpose of addressing the matters set forth in the following list, which may not be exhaustive.

- Resolving minor difference and typographical errors
- Terms and conditions
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from vendors
- Obtaining the lowest and best pricing agreement

### **E. Determination of and Information Concerning Vendor's Qualifications**

The Institute reserves the right to determine whether a vendor has the ability, capacity, and resources necessary to perform in full any contract resulting from this ITN. The Institute may request from vendors information it deems necessary to evaluate such vendor's qualifications and capacities to deliver the products and/or services sought hereunder. The Institute may reject any vendor's proposal for which such information has been requested but which the vendor has not provided. Such information may include but is not limited to:

- Financial resources
- Personnel resources
- Physical resources
- Internal financial, operating, quality assurance, and other similar controls and policies
- Resumes of key executives, officers, and other personnel pertinent to the requirements of the ITN
- Customer references
- Disclosures of complaints or pending actions, legal or otherwise, against the vendor

### **F. Effective Period of Proposals**

Under this ITN, the Institute shall hold that vendors' responses to this ITN shall remain in effect for a period of ninety (90) days following the closing date, in order to allow time for evaluation, approval, and award of the contract. Any vendor who does not agree to this condition shall specifically communicate in its proposal such disagreement to the Institute, along with any proposed alternatives. This Institute may accept or reject such proposed alternatives without further notification or explanation.

### **G. Contractual Intent/Right to Terminate and Recommence ITN Process**

The Institute intends to contract with one vendor whose proposal is considered to be in the best interests of the Institute. However, the Institute may terminate this ITN process at any time up to notice of award, without prior notice, and without liability of any kind or amount. Further, the Institute reserves the right to commence one or more subsequent ITN processes seeking the same or similar products or services covered hereunder.

### **H. Proposal Innovations**

Innovative ideas, new concepts and technology, advancements in sustainability, and alternative partnership arrangements falling outside the specifications of this ITN may be considered. For example, these might include unique business features, special services, discounts or terms and conditions unique to each Contractor. Max Planck may accept an offer under this ITN that demonstrates such a significant change or improvement that it considers being breakthrough advancement to the services being sought. Such proposals may be considered as part of the best value criteria.

## **14.0 AUTHORITY TO NEGOTIATE**

Representatives of the vendor(s) selected to participate in oral negotiation(s) may be first required to submit written authorization from the company CEO or CFO attesting to the fact that the company's lead negotiator is authorized to bind the company to the terms and conditions agreed to during negotiations and as contained in the vendor's best and final offer. The provision of such authorization shall be a prerequisite to continuation in the ITN process. The Institute shall not enter into extensive contract negotiations with the selected vendor(s) after the negotiation process has been completed. If the Institute determines that a company awarded a contract based on this ITN does not honor all aspects of the agreement reached during the negotiations in the best and final offer, the Institute reserves the right to immediately cancel the award, and to place the company on the Institute's suspended vendor list. Company negotiators must enter the negotiations prepared to speak on behalf of the vendor's company. The Institute reserves the right to immediately terminate negotiations with any company whose representatives are not empowered to, or who will not, make decisions during the negotiation session. Vendors are reminded that the Institute may elect not to solicit a best and final offer from any company whose representative(s) have been unable or unwilling to commit to decisions reached during the verbal negotiation process.

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**GENERAL TERMS AND CONDITIONS**

**15.0 STATEMENT OF INCLUSION, DIVERSITY AND SUSTAINABILITY**

Max Planck Florida Institute for Neuroscience recognizes that our greatest achievements are often derived from diverse backgrounds, experiences, and perspectives. Applications are strongly encouraged from companies that are led or owned by individuals who represent traditionally marginalized communities.

**16.0 LOBBYING**

Proposers are hereby advised that lobbying is not permitted with any Institute personnel or Board Institutes related to or involved with this proposal. Lobbying is defined as any action taken by an individual, firm or association, joint venture, partnership, syndicate, corporation and all other groups who seek to influence the decision of a Board Institute, Institutes of the Project Evaluation Team or other Institute personnel after advertisement and prior to the recommendation of this contract.

Any proposer or any individuals that lobby on behalf of the proposer during the timeframe of this proposal will result in rejection/disqualification of said proposal

Firms and their agents are hereby placed on notice that they are not to contact staff or Institutes of the Project Evaluation Team for such purposes as holding meetings of introduction, dinners, etc. in an attempt to influence the outcome of the review and selection process, if they intend to, or have submitted a proposal for this project.

**17.0 IMPORPER BUSINESS RELATIONSHIP/CONFLICT OF INTEREST PROHIBITED**

In connection with this ITN, each vendor shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between or among the vendor, the Institute, and any other party to this ITN. The Institute reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not vendor disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the Institute.

**18.0 CORRECTIONS, CHANGES AND PROVIDING INFORMATION ON FORMS WITHIN THE ITN**

Vendors shall ensure that an authorized individual initials each correction using pen and ink. Vendors shall use pen and ink or typewriter in providing information directly on pages, or copies thereof, contained within this ITN.

**19.0 COLLUSION PROHIBITED**

In connection with this ITN, vendor collusion with other vendors or employees thereof, or with any employee of the Institute, is prohibited and may result in vendor disqualification and/or cancellation of award. Any attempt by the vendor, whether successful or not, to subvert or skirt the principles of open and fair competition may result in vendor disqualification and/or cancellation of award. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the Institute.

**20.0 DISCREPANCIES OR OMISSIONS IN THE ITN**

If a Vendor finds discrepancies in, or omissions from the specifications, instructions or bid proposal form, or should they be in doubt as to the meaning, they should notify the Institute Procurement Department via email prior to the date listed as the last date for questions. Written responses will be sent to all appropriate Vendors. All information issued prior to the close of the bidding period shall be included in returned proposals.

**21.0 PROPOSAL ACCEPTANCE/REJECTION**

The Institute reserves the right to reject any or all proposals. Such rejection may be without prior notice and shall be without any liability of any kind or amount to the Institute. The Institute shall not accept any proposal that the Institute deems not to be in its best interests. The Institute shall reject proposals submitted after the closing date and time.

**22.0 REJECTION OF VENDOR COUNTER OFFERS, STIPULATIONS AND OTHER EXCEPTIONS**

Any vendor exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted in writing by the Institute and thereafter incorporated into any contract resulting from this ITN.



**23.0 VENDOR'S UNDERSTANDING OF THE ITN**

In responding to this ITN, the vendor accepts the responsibility fully to understand the ITN in its entirety, and in detail, including making any inquires to the Institute as necessary to gain such understanding. The Institute reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, the Institute reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. Related to this, the Institute's right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost or liability whatsoever to the Institute.

**24.0 ATTENTION TO TERMS AND CONDITIONS**

Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions of this ITN. The successful Vendor is expected to enter into a form of agreement. The Institute agreement terms and conditions included in this ITN are intended to be incorporated into this agreement. Proposals that are contingent upon any changes to these terms and conditions may be deemed to be non-responsive and may be rejected.

**25.0 INSTITUTE PROVIDES INFORMATION IN GOOD FAITH WITHOUT LIABILITY**

All information provided by the Institute in this ITN is offered in good faith. Individual items are subject to change at any time. The Institute makes no certification that any item is without error. The Institute is not responsible or liable for any use of the information, or for any claims attempted to be asserted there from.

**26.0 VENDOR'S NEED TO USE PROPRIETARY RIGHTS OF THE INSTITUTE**

All information proprietary to the Institute and disclosed by the Institute to any vendor shall be held in confidence by the vendor and shall be used only for purposes of the vendor's performance under any contract resulting from this ITN.

**27.0 PUBLICITY**

The contractor(s) shall make no announcement concerning the negotiation or awarding of a purchase order as a result of this ITN without the prior written approval of the Institute. Additionally, the selected contractor(s) shall not use in its external advertising, marketing programs, or other promotional efforts any date, pictures, or other representation of the Max Planck Florida Institute without prior written authorization of the Institute.

**28.0 COST OF PREPARING PROPOSALS**

Costs, either direct or indirect, incurred by the prospective Proposer in the preparation of proposals, making presentations, and demonstrations or for any other reason associated with the response to this Solicitation may not be charged to, or is the responsibility of the Institute.

**29.0 RIGHTS TO PROPOSAL DOCUMENTS**

All copies and contents of any proposal, attachment, and explanation thereof submitted in response to the Invitation to Negotiate (except copyright material), shall become the property of the Max Planck Florida Institute. The Institute reserves the right to use, at its discretion, and in any manner it deems appropriate, any concept, idea, technique or suggestion contained therein. All copyright and industrial/commercial proprietary, confidential and/or privileged information such as financial records, must be clearly identified, as such confidentiality is protected until award of contract, in accordance with Chapter 119, F.S. Such material will be returned to the Proposer prior to award of contract so as to preserve the proprietary and confidential nature of its contents.

**30.0 DISCLAIMER**

This Invitation to Negotiate (ITN) is not an offer of purchase. It is a request for product/service information and costs to assist the Institute to make an acquisition decision and enter into a contract with the successful proposing firm for the services outlined in the Proposal. The Max Planck Florida Institute will not authorized or make a commitment until this solicitation process has been completed and a written purchase order contract is provided to the successful proposing firm.

**31.0 STANDARD PAYMENT TERMS**

Max Planck Florida's standard terms are NET 30 days unless otherwise agreed upon prior to order. Itemized invoices, each

bearing the Purchase Order Number must be mailed on the day of shipment. No payments are authorized in advance of receipt of service, nor for services not covered under this agreement or for services not acceptable to the Institute. Payments for completed projects will be authorized upon written certification of completion by the Proposer, submitted along with invoice. Awarded vendor's invoice shall be itemized showing the breakdown of all services performed and items delivered including the date a particular service was performed, the name of the person providing the service, a general description of the work performed and at the rates as outlined in the ITN response pricing section. All services completed will be in accordance with the pricing submitted as part of this ITN. Invoicing subject to cash discounts will be mailed on the day that they are dated.

### **32.0 GOVERNANCE AND VENUE OF DISPUTES**

Disputes arising during the course of any agreement reached as a result of this proposal shall be governed by the laws of the state of Florida and under the jurisdiction and venue in the courts of Palm Beach County, Florida.

### **33.0 RIGHT TO TERMINATE**

In the event that any of the provisions of the contract are violated by the successful Proposer, the Institute may serve written notice upon said Proposer of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract, and, unless ten (10) days after serving such notice upon the Proposer, such violation shall cease and satisfactory arrangements for correction be made, the contract shall, upon expiration of said ten (10) days, cease and terminate, but the liability of said Proposer and/or his surety for any and all such violations(s) shall not be affected by any such termination. At this time, the Institute may enter into an agreement with the Proposer with the next highest ranking proposal without re-issuing an Invitation to Negotiate, or by repetition of the competitive solicitation process.

### **34.0 THE MAX PLANCK FLORIDA INSTITUTE RIGHTS**

The Institute reserves the right to:

- A. Reject any and all offers received as a result of this Invitation to Negotiate (ITN).
- B. Disqualify a proposer from receiving the award if such proposer, or anyone in the proposer's employment, has previously failed to perform satisfactorily in connection with bidding or contracts.
- C. Seek clarification of information submitted and to waive minor irregularities in any proposal.
- D. Accept and utilize any and all ideas submitted in any proposal.
- E. Adopt all or any part of a proposal in selecting the best solution for the Institute.
- F. Negotiate further with any proposer responding to this ITN if it will serve the best interest of the Institute.
- G. Select and award the contract to the responsive proposer providing the best value to the Institute.

If the Institute determines additional features, service, modifications, or deletions are needed and it is in the Institute's best interest, the Institute may enter into negotiations with the Proposer to amend the ITN and/or contract by way of an amendment agreeable to both parties.

Contractor shall certify that it will enter into good faith negotiations with the Institute if selected for potential award of a contract pursuant to its response to this ITN. If negotiations do not result in a mutually acceptable document or lack of progress toward that end is evident, the Institute may terminate all discussions with that contractor and enter into negotiations with the next ranked contractor. The Institute reserves the right to enter negotiations with any vendor it deems responsible and responsive.

### **35.0 DEFAULT**

In the event that the successful proposer(s) should breach this contract the Institute reserves the right to seek remedies in law and/or in equity.

### **36.0 MINOR EXCEPTIONS**

This Institute reserves the right to waive minor deviations or exceptions in proposal's providing such action is in the best interest of the Institute. Minor deviations and exceptions are defined as those that have no adverse effect upon the Institute's interest and would not affect the outcome of the award by giving a contractor an advantage or benefit not enjoyed by other contractors.

**37.0 NON – EXCLUSIVE RIGHTS**

The right to provide the commodities and services, which will be granted under the contract, shall not be exclusive. The Institute reserves the right to contract for and purchase commodities and services from as many firms as it deems necessary without infringing upon or terminating the contract.

**38.0 LEGAL REQUIREMENTS**

It shall be the responsibility of the Proposer to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.

**39.0 CONFLICT OF INTEREST**

All Proposers must disclose the name of any officer, director, or agent who is also an employee of the Institute. All Proposers must disclose the name of any Institute employee who owns, directly or indirectly, any interest in the Proposers' business or any of its branches.

**40.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT**

The successful proposer(s) shall, in addition to any other obligation to indemnify the Max Planck Florida Institute and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Institute, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole  
  
or in part from any actual or alleged act or omission of the Proposer, sub-Proposer, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by Proposer in the performance of the work; or
- C. liens, claims or actions made by the Proposer or any sub-Proposer or other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the Proposer of any sub-Proposer under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any costs or expenses, including attorney's fees, incurred by the Institute to enforce this agreement shall be borne by the Proposer.

**41.0 PERMITS AND LICENSES**

The proposer(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the Institute.

**42.0 INTELLECTUAL PROPERTY RIGHTS**

The proposer(s) will indemnify and hold harmless, the Institute from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the Institute. If the proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work. This article will survive the termination of any contract with the Institute.

**43.0 SUB-CONTRACTS**

Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the Institute.

The proposer(s) will be fully responsible to the Institute for the acts and omissions of the sub-proposer(s) and their employees.

After award of contract, any changes in sub-Proposers or sub-proposers requires prior Institute written approval.

**44.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT**

This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the proposer without prior written consent of the Institute. The proposer herein shall not assign payments under this contract or agreement without the prior written consent of the Institute.

**45.0 AGREEMENT**

A purchase order and/or a contract will be released, after award, for any work to be performed or product to be provided as a result of this ITN. The proposal, negotiated term, agreement if applicable, and the corresponding purchase order will constitute the complete agreement between proposer and the Institute.

The purchase order shall contain all applicable specifications and terms and conditions contained in this ITN and the proposal submitted by the selected Vendor, as negotiated. Therefore, it is to the advantage of the Vendor(s) that the proposal be submitted initially on the most favorable, yet realistic terms, which they can furnish.

**46.0 JOINT PROPOSAL**

In the event multiple proposers submit a joint proposal in response to the ITN, a single proposer shall be identified as the Prime Proposer. If offering a joint proposal, Prime Proposer must include the name and address of all parties of the joint proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at Institute meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. The Institute shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this ITN.

**47.0 TAXES**

The Max Planck Florida Institute is exempt from any taxes imposed by the State and/or Federal Government. Our State Sales Tax Exemption Certificate number is 85-8015123469C-0.

**48.0 MISTAKES**

Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk. Proposer warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of Board approval or time stated in special conditions.

**49.0 DEFAULT PROVISION**

In case of default by the Proposer or Proposer, the Institute may procure the articles or services from other sources and hold the Proposer or Proposer responsible for any excess costs incurred thereby.

**50.0 COPYRIGHTS OR PATENT RIGHTS**

Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods/services shipped or ordered as a result of this proposal. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

**51.0 ADVERTISING**

In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the Institute.

**52.0 DISPUTES**

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Institute shall be final and binding on both parties.

**53.0 SIGNED PROPOSAL CONSIDERED AN OFFER**

This signed proposal shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval by the Board. In case of a default on the part of the Proposer after such acceptance, the Institute may take such action as it deems appropriate including legal action for damages or specific performance.

**54.0 SPECIFICATIONS**

Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the Proposer from responsibility.

**55.0 EXAMINATION FOR THE INVITATION TO NEGOTIATE**

Before submitting proposals, each Vendor will be held to have examined the specifications and requirements presented herein and satisfied itself as to the existing conditions under which it will be obligated to provide new furnishings in accordance with the specifications of this ITN. No claim for additional compensation will be allowed due to unfamiliarity with the specifications and/or existing conditions. It shall be understood that the Vendor has full knowledge of all of the existing conditions and accepts them "as is."

**56.0 INDEPENDENT CONTRACTOR**

Whether the contractor is a corporation, partnership or other legal entity, the contractor is an independent contractor. The manner in which the services are performed by the contractor, however the nature of the services and the results to be achieved shall be specified by the Institute. The contractor is not to be deemed an employee or agent of the Institute and has no binding authority to make any commitments or obligations on behalf of the Institute except as expressly provided herein.

**57.0 MODIFICATIONS OF PROPOSALS**

The contractor(s) may modify proposals at any time if mailed or hand carried so as to arrive on or before the time and date set for receipt of the proposals.

**58.0 COVERAGE AND PARTICIPATION**

The intended coverage of this ITN and any Agreement resulting from this solicitation shall be for the use of the Max Planck Florida Institute. However, with the consent and agreement of the Successful Vendor, other state universities, research institutes other educational institutions within the State of Florida may assess an Agreement resulting from this solicitation issued and administered by the Max Planck Florida Institute. The Institute reserves the right to add and/or delete elements, or to change any element of the coverage and participation at any time without prior notification and without any liability of any kind or amount.

**59.0 ORIGINAL ITN DOCUMENT**

Procurement shall retain the ITN, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification.

**60.0 WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn by written notice received by the Institute prior to the time and date set for receipt of the proposals.

**61.0 ACTIONS OF THE SUCCESSFUL VENDOR**

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

**62.0 CERTIFICATION**

By signature on the "Required Response form" page 1, the Vendor certifies that the submission on the proposal did not involve collusion or other anti-competitive practices. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to an Institute employee in connection with the submitted proposal. In addition, Vendor certifies whether or not an employee of the Institute has, or whose relative has, a substantial interest in any Agreement subsequent to this ITN. Vendor also certifies their status with regard to debarment, or suspension by any federal entity.

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting Agreement. Signing the certification with a false statement shall void the proposal

and, if applicable, any resulting Agreement. Any resulting Agreement may be subject to legal remedies provided by law. Vendor agrees to promote and offer to the Institute only those services and/or materials as stated in and allowed for under resulting Agreement(s).

**63.0 FORCE MAJEURE**

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

**64.0 PROPERTY AND EQUIPMENT**

Any property & equipment provided by MPFI to service personnel in performance of their duties will be treated with care, used only as intended, and in accordance with MPFI policy. All such equipment remain the property of MPFI and will be returned at the expiration or termination of this agreement.

**65.0 CONTRACT VARIANCES AND EXCEPTIONS**

Proposer shall provide any variances, exceptions, or variations to requirements, specifications, products, and/or services outlined in this proposal Use additional sheets if needed. Failure to meet the Terms of the ITN may result in the proposal being considered non-responsive; however, the Institute reserves the right to waive those discrepancies that are considered non-essential.

**DEFINITIONS**

**ATTACHMENT A**

**Best value** - the highest overall value to the state based on objective factors that include, but are not limited to, price, quality, design, and workmanship.

**Competitive sealed bids, competitive sealed proposals, or competitive sealed replies** - the process of receiving two or more sealed bids, proposals, or replies submitted by responsive vendors and includes bids, proposals, or replies transmitted by electronic means in lieu of or in addition to written bids, proposals, or replies.

**Competitive solicitation or solicitation**- an invitation to bid, an Invitation to Negotiate, or an invitation to negotiate.

**Contract** - (1) a deliberate verbal or written agreement between two or more competent parties to perform or not perform a specific act or acts; and (2) any type of agreement regardless of what it is called for the procurement or disposal of supplies, services or construction.

**Contractor** - a separate and distinguishable business entity participating or seeking to participate in the performance of a contract.

**Customer** - Unless otherwise implied by the context of the specific provision within this ITN, "Customer" means a customer of the vendor, other than the Institute.

**Electronic posting or "electronically post"** - the posting of solicitations, Institute decisions or intended decisions, or other matters relating to procurement on a centralized Internet website designated by the department for this purpose.

**Extension** - an increase in the time allowed for the contract period due to circumstances which, without fault of either party, make performance impracticable or impossible, or which prevent a new contract from being executed, with or without a proportional increase in the total dollar amount, with any increase to be based on the method and rate previously established in the contract.

**Institute** - the Institute, its individual and collective departments, managers, staff, and facilities, a non-profit as defined under section 501(c)(3) of the Internal Revenue Code

**Invitation to bid** - a written solicitation for competitive sealed bids. The invitation to bid is used when the Institute is capable of specifically defining the scope of work for which a contractual service is required or when the Institute is capable of establishing precise specifications defining the actual commodity or group of commodities required. A written solicitation includes a solicitation that is electronically posted.

**Invitation to Negotiate (ITN)** - A competitive negotiation process. It is not to be confused with an Invitation to Bid (ITB), in which goods or services are precisely specified and price is substantially the only competitive factor. This ITN provides the Institute the flexibility to negotiate to arrive at a mutually agreeable relationship. Price will be considered, but will not be the only factor of evaluation.

**May, Should** - Indicates something that is not mandatory, but permissible, recommended, or desirable.

**Must, Shall, Will** - Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in rejection of your proposal as non-responsive.

**Proposal** - The entirety of the vendor's responses to each point of this ITN, including any and all supplemental offers or information not explicitly requested within this ITN.

**Pre-bid or Pre-proposal conference** - a meeting held prior to the date of bid or proposal submittal, which disseminates to all Proposers or proposers in attendance information to assist them in submitting a bid or proposal including, but not limited to, information regarding the requirements of the Institute.

**Renewal** - contracting with the same contractor for an additional contract period after the initial contract period, only if pursuant to contract terms specifically providing for such renewal.

**Contractor** - Any entity responding to this ITN, or, if selected, the vendor enters into a contract with Institute.

**Response** - Same as Proposal

**Successful Vendor** - Any entity responding to this ITN, or, if selected, the vendor enters into a contract with Institute.

**Supplement Agreement** - Any supplement terms and conditions agreed to by the parties in writing taking precedence over all other documents governing the transaction.

**Supplier** - Any entity responding to this ITN, or, if selected, the vendor entering into a contract with Institute.

**Proprietary Information** - Information held by the owner that if released to the public or anyone outside the owner's organization, would be detrimental to its interests. It is an issue of fact rather than opinion. Pricing cannot be considered proprietary.

**Provider** - Any entity responding to this ITN, or, if selected, the vendor entering into a contract with Institute.

**Responsible vendor** - a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

**Responsive bid, responsive proposal, or responsive reply** - a bid, or proposal, or reply submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.

**Responsible proposer, offeror, quoter or contractor** - an individual or business which has submitted a bid, offer, proposal, quotation, or response, which has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will give reasonable assurance of good

faith and performance.

**Responsive proposer, offerer, quoter or contractor, contractor, proposer** - an individual or business which has submitted a bid, offer, proposal, quotation or response, which conforms in all material respects to the solicitation, including, but not limited to, compliance with requirements contained within the solicitation.

**Term contract** - an indefinite quantity contract to furnish commodities or contractual services during a defined period.

**Subcontractor** - any person providing goods and/or services to a prime Proposer for profit, if such goods and/or services are procured or used in fulfillment of the prime Proposer's obligations arising from a contract with the Institute, except persons providing goods to a prime Proposer whose contract with the Institute is for the provision of materials, equipment, or supplies.

**Vendor** - Any entity responding to this ITN, or, if selected, the vendor entering into a contract with Institute.

**Vendor's Proposal** - Same as Proposal

**Vendor's Response** - Same as Proposal