



PURCHASING SERVICES

Invitation to Negotiate for Communications Plan & Implementation Harn Museum

Please mark all proposal submission envelopes with the following information:

ITN10CW-118

Opening 10/29/2009 at 2:00 PM/ET

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1.0 STATEMENT OF WORK

1.1 Summary

The University of Florida Harn Museum of Art is soliciting proposals from interested vendors to furnish proposals to develop and implement a communications plan that will increase the Harn Museum's visibility, reach new and broader audiences, and support long-term institutional goals.

1.2 Coverage and Participation

The intended coverage of this ITN and any Agreement resulting from this solicitation shall be for the use of all Departments at the University of Florida. With the consent and agreement of the Successful Vendor, the other state universities, community colleges, district school boards, other educational institutions, and other governmental agencies within the State of Florida, may assess an Agreement resulting from this solicitation issued and administered by the University of Florida.

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

2.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS

2.1 Original ITN Document

Purchasing Services 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.

2.2 University Demographics

The University of Florida is a major public land-grant research university. The state's oldest, largest, and most comprehensive university, the University of Florida is among the nation's most academically diverse public universities. The University has a long history of established programs in international education, research, and service. It is one of only 17 public land-grant universities nationwide and the only university in Florida belonging to the Association of American Universities. With more than 50,000 students, the University of Florida is now one of the five largest universities in the nation.

The University of Florida has a 2,000-acre campus and more than 900 buildings (including 170 with classrooms and laboratories). The northeast corner of campus is listed as a historic district on the National Register of Historic Places.

The University's extensive capital improvement program has resulted in facilities ideal for 21st century research including the McKnight Brain Institute, the Health Professions, Nursing and Pharmacy Building, the Cancer and Genetics Research Complex, and the Proton Therapy Institute in Jacksonville. Overall, the university's current facilities have a book value of more than \$1 billion and a replacement value of \$2 billion.

For any additional information about the University of Florida, please visit the University's Internet web page at: www.ufl.edu.

2.3 Schedule of Events

The following is the tentative schedule that will apply to this ITN, but may change in accordance with the University's needs.

10/06/09	Issuance of ITN
10/16/09 –5:00 PM ET	Technical Questions/Inquiries Due
10/22/09	Reponses to Inquires sent out
10/29/09 –2:00 PM ET	ITN Closes/Opening of Proposals
11/06/09	Complete Evaluations
11/09/09	Award Notification
11/13/09 –4:00 PM ET	72 hour posting period ends
11/16/09	Commence Service

2.4 Pre-Proposal Conference
N/A

2.5 Pre-Proposal Site Visit
N/A

2.6 Special Accommodations

If special accommodations are needed in order to attend a pre-proposal meeting or a proposal opening, contact Gail E Morris at 352-392-1331 x 232 or email at gmorris@ufl.edu three (3) business days prior to pre-proposal meeting or proposal opening.

2.7 Proposal Preparation Instructions

2.7.1 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 University as necessary to gain such understanding. The University reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, the University reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. Related to this, the University’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 University.

2.7.2 University Provides Information in Good Faith without Liability

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

2.7.3 Verbal versus Written Communication

Verbal communication shall not be effective unless formally confirmed in writing by the specified University purchasing official in charge of managing this ITN’s process. In no case shall verbal communication override written communication.

2.7.4 Questions, Communications and Inquires between the University and Vendors

Vendor inquiries, questions and requests for clarification related to this ITN are to be directed, in writing, to:

University of Florida - Purchasing Services
102 Elmore Hall, Radio Road
PO Box 115250
Gainesville, FL 32611-5250

Attn: Carole Wimmer
Telephone No: 352/392-1331 ext. 227
Facsimile No: 352/392-8837
E-mail Address: cwimmer@ufl.edu

Applicable terms and conditions herein shall govern communications and inquires between the University and vendors, as they relate to this ITN.

Informal communications shall include, but are not limited to, requests from/to vendors or vendors' representatives of any kind or capacity, to/from any University employee or representative of any kind or capacity, with the exception of Purchasing Services, for information, comments, speculation, etc. Inquiries for clarifications and information that will not require addenda may be submitted verbally to the Purchasing Coordinator named, above, at any time.

Formal communications shall include but are not limited to the following.

- Questions concerning this ITN must be submitted in writing, and be received prior to 10/16/09 at 5:00 PM/ET.
- Errors and omissions in this ITN and enhancements. Vendors shall bring to the University's attention any discrepancies, errors, or omissions that may exist within this ITN. Vendors shall recommend to the University any enhancements in respect to this ITN, which might be in the University's best interests. These must be submitted in writing and be received prior to 10/16/09 at 5:00 PM/ET.
- Inquiries about technical interpretations must be submitted in writing, and be received prior to 10/16/09 at 5:00 PM ET.
- Inquiries for clarifications/information that will not require addenda may be submitted verbally to the Purchasing Coordinator named above at any time during this process.
- Verbal and/or written presentations and pre-award proposals under this ITN.
- Addenda to this ITN.

Informal communications shall cease on the date of distribution of this ITN and formal communications shall commence. On the date that the University notifies responding vendors of this ITN's results and executes the resulting contract with the successful Vendor, informal communications may resume and formal communications must cease.

2.7.5 Addenda and the University's Response to Communications from Vendor

The University will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within five (5) University business days.

All addenda will be posted to our web site only:

http://www.purchasing.ufl.edu/main_schedule.asp

- ***Vendors who want the addenda supplied to them in another form must notify the Purchasing Coordinator listed in Section 2.7.4 above of that requirement. Otherwise, it will be the vendor's responsibility to check the web site for any additional information and addenda concerning this ITN.***

The University will not respond to any questions/requests for clarification that require addenda, if received by the University after **10/16/09**..

2.7.6 Pricing and/or Revenue Proposal

Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this ITN. Vendors shall ensure that any departure from this condition results in an offer that is clearly cross-referenced to the applicable sections within this ITN. For any material departure from this condition, vendors shall provide clear and unambiguous explanations how the departure relates in detail to the applicable sections within this ITN. If the vendor responds with an "All or None" proposal, it shall be clearly and unambiguously marked as such.

The University may presume and hold as the vendor's final offer all pricing and/or revenue offerings, whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis, if not specified by the vendor. The University may accept or reject in part or entirely the vendor's pricing and/or revenue offerings when such offerings are not on an all-or-none basis. The University prohibits the changing of pricing and/or revenue proposals after the ITN closing date and time. Unless otherwise specifically proposed by the vendor, the University reserves the right to hold such pricing and/or revenue proposal as effective for the entire intended contract term. The University may prescribe the manner and method by which pricing and/or revenue offerings shall be communicated in the vendor's proposal. The University may reject any proposal in which the pricing and/or revenue offering does not conform to such prescribed manner and method. Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this ITN. Vendors shall ensure that any departure from this condition results in an offer that is clearly cross-referenced to the applicable sections within this ITN. For any material departure from this condition, vendors shall provide clear and unambiguous explanations how the departure relates in detail to the applicable sections within this ITN. If the vendor responds with an "All or None" proposal, it shall be clearly and unambiguously marked as such.

2.7.7 Revisions to the ITN

The University may revise any part of this ITN for any reason by issuing addenda. The University will communicate additional information and addenda to this ITN by posting them on our web site.

http://www.purchasing.ufl.edu/main_schedule.asp

- **Vendors that want the revisions supplied to them in another way must notify the Purchasing Coordinator listed in this document of that request. Otherwise, it will be the vendor's responsibility to check the web site for any additional information and addenda concerning this ITN.**

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

2.7.8 Attention to Terms and Conditions

Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this ITN. The successful Vendor is expected to enter into a form of agreement. The University agreement terms and conditions included in this ITN are intended to

be incorporated into this agreement. Proposals that are contingent upon any changes to these terms and conditions may be deemed to be non-responsive and may be rejected.

2.7.9 Required Signature

The University may reject any vendors' response if it is not signed as indicated and/or required by the areas, spaces, or forms provided within this ITN.

2.7.10 Proposal Organization

Original proposal and all copies must be on 8-½ x11 text weight paper, using binding tabs that will facilitate the distribution and evaluation of the proposals.

Response Format

- Submit one (1) copy of the initial response on CD or PC compatible disk, preferably in Word® and/or Excel®. The original response must contain the original manual signature of the authorized person signing the proposal, and the electronic copy of the proposal. The 'Pricing Matrixes' response shall be in Excel® as provided in Attachments A and B.
- Submit one (1) original and 5 copies of the vendor's proposal in hard copy form.
- The outer carton of the response must include the ITN number, name and due date.
- The vendor's response must include the information and required submittals described, tabbed and numbered as shown below, with all information appearing in the Tab in which it was requested.
- Questions and requests for information may not be rearranged, regrouped, or divided in any way.
- All information and required submittals requested **MUST BE** in hardcopy and included in your written response.

Failure to adhere to this condition may cause your response to be rejected without further evaluation.

- Information submitted that is not requested by the University may be considered to be supplemental, not subject to evaluation by the committee members.
- If there is any information or required submittals which due to size or binding cannot be incorporated following the proper tab, the vendor must provide information following the numbered tab, telling the evaluator where the information can be found in the response.
- Paper copies of responses must be tabbed, headed, and numbered exactly as outlined in each section, and the required information must be provided in the section under which it was requested by University. Responding companies may not combine or reorganize the headings and/or requests for information, or indicate that the information will be included in another section.
- Tabular / Paginated Format:
 - **Tab 1:** A one to two page executive summary of the vendor's proposal, including brief descriptions of the company's expertise procuring a contract the size and scope described in the ITN, and how the vendor plans to address the University's requirements.
 - **Tab 2:** Proposed communication plan with timeline. Duties within the plan must be designated as a Harn implemented initiative or Firm implemented initiative.
 - **Tab 3:** Completed and signed ITN acknowledgement form, and/or signed and completed acknowledgement forms for any addenda issued.
 - **Tab 4:** Contact name(s) and title(s) of the individual(s) responsible for the company's proposal and negotiation during this ITN process. Please include the Organizational chart beginning with your account management team through CEO of your company
 - **Tab 5:** History of the firm.
 - **Tab 6:** Resumes of staff who will be planning, developing and initiating communications activities on behalf of and in working with the Harn.

- **Tab 7:** The financial statements of the company for the past 2 years. If the company is a division of a larger corporation, the statements must be submitted for the corporation as a whole **and** for that division of the corporation.
- **Tab 8:** A listing of the company projects/customers similar in size and scope to the services described in the ITN, both current and past customers, which should include, but not be limited to, experience in working with art museums, major building expansion projects, academic museums at major research universities, and Asian art museums or museums with strong Asian collections. This list must include the name, address, telephone, and email address of the client contract administrator. Please list examples of services rendered for each.
- **Tab 9:** Detailed description of the promotion costs with the plan from November 2009 through November 2011, with four (4) optional one year extensions to work on national/international coverage of exhibitions and collections on a yearly basis through 2015. Please quote each of the extension years separately. This should be a portion of the current Marketing and Public Relations
- **Tab 10:** Detailed description of Firm's costs for plan and implementation of plan from November 2009 through November 2011, with four (4) optional one year extensions to work on national/international coverage of exhibitions and collections on a yearly basis through 2015. Please quote each of the extension years separately..
- **Tab 11:** Provide evidence of success in working with the organizations listed in Tab 8, which should include but not be limited to national and international media coverage..
- **Tab 12** Provide information on firm's sustainability programs.
- **Tab 13:** Please describe the process of producing "best value" for University and its users, through creative marketing, small business & diversity programs, "green" initiatives, and/or other programs.
- **Tab 14:** As defined below (Section 2.9.8), please describe any financial considerations and flexibility of the vendor.
- **Tab 15 (Attachment A – Pricing Matrix):**
 - Firm's cost to work with Harn and implement the plan from November 2009 through November 2011.
 - Optional four (4) one (1) year extensions until 2015., (in tabular format) Please quote each year separately.
- **(Attachment B – Pricing Matrix):**
 - Promotional costs (in tabular format) for plan from November 2009 through November 2011.
 - Optional four (4) one (1) year extensions until 2015. Please quote each year separately. This will cover media relations for three (3) exhibitions per year.

2.7.11 Authority to Negotiate

Representatives of the vendor(s) selected to participate in oral negotiation(s) shall 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. Such authorization shall be requested immediately upon posting of the short list companies, and the provision of such authorization shall be a prerequisite to continuation in the ITN process. The University shall not enter into extensive contract negotiations with the selected vendor(s) after the negotiation process has been completed. If the University 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 University reserves the right to immediately cancel the award, and to place the company on the University's suspended vendor list.

Company negotiators must enter the negotiations prepared to speak on behalf of the vendor's company. The University 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 University 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.

2.7.12 Collusion Prohibited

In connection with this ITN, vendor collusion with other vendors or employees thereof, or with any employee of the University, 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 University.

2.7.13 Improper Business Relationships/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 University, and any other party to this ITN. The University 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 University.

2.7.14 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.

2.7.15 Performance and Payment Bond

N/A

2.7.16 Anti-Kickback

In compliance with FAR 52.203-7, the University has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.

2.8 Proposal Submission and Subsequent Opening

Proposals must be delivered sealed to: University of Florida, Purchasing Services, 102 Elmore Hall, PO Box 115250, Gainesville, FL 32611-5250, on or prior to **10/29/09 at 2:00 PM/ET**. The University shall not accept proposals received by facsimile or email. The University shall, at the specified closing date and time, open all proposals that are otherwise in order. The University will allow interested parties to attend such opening for purposes of identifying which vendors have responded. The University will make no immediate decision at such time, and there will be no disclosure of any information contained in any proposal until the earlier of (i) the time University provides notice of a decision or intended decision, or (ii) 20 days after the final competitive sealed proposals are all opened, whichever occurs earlier, vendor proposals become public record. When multiple solicitations have been scheduled to open at the same date and time, the University will open solicitations that have interested individuals present in sequential order by solicitation number. The University will hold unopened any proposals received after the closing date and time, and will not consider such proposals. The University reserves the right to retain or dispose of such proposals at its discretion; however, the University may return such proposals to their related vendors, but only at such vendor's request and at no cost or expense whatsoever to the University.

If only one proposal is received, Purchasing may delay the opening in order to determine why other vendors did not respond and to encourage other vendors to respond.

2.8.1 Proposal Costs

The University is not liable in any manner or to any extent for any cost or expense incurred by any vendor in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this ITN. Such exemption from liability applies whether such costs are incurred directly by the vendor or indirectly through the vendor's agents, employees, assigns or others, whether related or not to the vendor.

2.8.2 Faxes or Emails Not Accepted

The University shall not accept proposals received by fax or email.

2.8.3 Number of Proposal Copies to be Furnished

Vendors are to submit one (1) original, marked "Original", and 5 copies, marked "Copy".

2.8.4 Bindings and Marking

Vendors shall ensure that the original and each copy are individually bound. When submitting more than one (1) proposal, vendors shall ensure that units are clearly marked; for example, as "Original of Proposal One", "Copy One of Proposal One", "Original of Proposal Two", "Copy One of Proposal Two", and so on.

2.8.5 Marking of Envelopes

Vendors shall ensure that the submittal envelope(s) clearly and conspicuously display the following identifying information in addition to any other information otherwise required for transmittal, and are sealed.

ITN10CW-118

Opening date and time: 10/29/2009 at 2:00 PM/ET

2.8.6 Withdrawal of ITN

Vendors may withdraw their proposals any time prior to the ITN closing date. Vendors may request to withdraw their proposals after the ITN closing date and time prior to selection and notice of award. The University shall have sole authority to grant or deny such a request. In the event the University grants such a request, it may withhold issuing future ITN's to such vendors.

2.8.7 University's Right to Use Vendor's Ideas/Proprietary Information

If the vendor needs to submit proprietary information with the proposal, the vendor shall ensure that it is enclosed in a separate envelope from the proposal and that it is clearly designated and conspicuously labeled as such.

Selection or rejection of the proposal shall not affect the University's right of use. Provided, however, that the University will, in good faith, honor any vendor information that is clearly designated and conspicuously labeled as proprietary, and the University concurs that the information is proprietary, that trade secrets or other proprietary data contained in the proposal documents shall be maintained as confidential in accordance with procedures promulgated by the

Purchasing Coordinator and subject to limitations in Florida or Federal law. Pricing information cannot be considered proprietary. The University shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know or could not have reasonably known that such information was proprietary.

2.9 Evaluation Process and Award

2.9.1 Contractual Intent/Right to Terminate and Recommence ITN Process

The University intends to contract with one or more vendors whose proposal(s) are considered to be in the best interests of the University. However, the University 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 University reserves the right to commence one or more subsequent ITN processes seeking the same or similar products or services covered hereunder.

2.9.2 Effective Period of Proposals

Under this ITN, the University 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 University, along with any proposed alternatives. This University may accept or reject such proposed alternatives without further notification or explanation.

2.9.3 Proposal Acceptance/Rejection

The University 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 University. The University shall not accept any proposal that the University deems not to be in its best interests. The University shall reject proposals submitted after the closing date and time.

2.9.4 Errors and Omissions in Vendors Proposals

The University may accept or reject any vendor's proposal, in part or in its entirety, if such proposal contains errors, omissions, or other problematic information. The University may decide upon the materiality of such errors, omissions, or other problematic information.

2.9.5 Determination of and Information Concerning Vendor's Qualifications

The University 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 University may request from vendors information it deems necessary to evaluate such vendors' qualifications and capacities to deliver the products and/or services sought hereunder. The University 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

2.9.6 Apparently Conflicting Information Obtained by Vendor

The University is under no obligation whatsoever to honor or observe any information that may apparently conflict with any provision herein, regardless of whether such information be obtained from any office, agent, or employee of the University. Such information shall not affect the vendor's risks or obligations under a contract resulting from this ITN.

2.9.7 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 University and thereafter incorporated into any contract resulting from this ITN.

2.9.8 Method of Award

The evaluation of each response to this ITN will be based on its overall competence, compliance, format, and organization. The Award shall be made to the responsive and responsible vendor whose proposal is determined to be the most advantageous to the University of Florida, taking into consideration the following evaluation criteria listed below. Pricing may be a criterion. However, the University is under no obligation whatsoever to select as most responsive the proposal that demonstrates the lowest pricing but not necessarily the one receiving the highest overall score.

Evaluation Criteria

- Does the firm provide a plan that supports the strategies listed in the scope of work?
- Does the plan develop a sustained program of media relations?
- Does the plan provide national and international promotions revolving around the Asian wing and main exhibition hall shows?
- Does the plan include a timeline and breakdown of activities that are labeled Harn or Firm responsibilities?
- Does the plan include events that will encourage attendance and interest by non-local museum goers and press from out of town?
- Are the events promoted in the plan?
- Does the plan include ways to use new media to improve and establish regular communication with national and international audiences?
- Does the plan include an advertising budget?
- Does the plan mention specific media they will target for coverage?
- Are the proposed ideas possible within the realm of costs and staff available to implement it?
- Do firm's staff resumes reflect experience in what needs to be accomplished in working on this project?
- Did the vendor provide experience and examples of success in working with Art museum with strong Asian collections?
- Did the vendor provide experience and examples of success in working with Asian art museums?
- Did the vendor provide experience and examples of success in working with Academic museums at major research universities?
- Did the vendor provide experience and examples of success in working with major building expansion projects?
- Did the vendor provide past national and international media coverage?

The contract will consist of the University'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.

2.9.9 Selection, Negotiation, Additional Information

Although the University 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 University may presume that *any proposal is a best-and-final offer*.

2.9.10 Pre-Award Presentations

The University 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.

2.9.11 Pre-Award Negotiations

The University reserves the right to negotiate prior to award with vendors 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 and/or revenue agreement

2.9.12 Notice of Proposal Protest Bonding Requirement

Any person or entity who files an action protesting a decision or intended decision pertaining to a competitive solicitation shall at the time of filing the formal protest, post with the University a bond payable to the University in an amount equal to 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; \$10,000.00; or whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the person or entity filing the protest action.. In lieu of a bond, the University may accept a cashier's check, bank official check or money order in the amount of the bond. FAILURE OF THE PROTESTING PERSON OR ENTITY TO FILE THE REQUIRED BOND, CASHIER'S CHECK, BANK OFFICIAL CHECK OR MONEY ORDER AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.

2.9.13 Vendor's Need to Use Proprietary Rights of the University

All information proprietary to the University and disclosed by the University 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.

2.9.14 Public Record

On the earlier of (i) the time University provides notice of a decision or intended decision, or (ii) 20 days after the final competitive sealed proposals are all opened, whichever occurs earlier, vendor proposals may be disclosed as public record.

3.0 DEFINITIONS

3.1 Agreement/Contract

All types of agreements entered into by the University of Florida, regardless of what they may be called, for the procurement of materials, services or construction, or the disposal of materials. Meaning is interchangeable,

3.2 Customer

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

3.3 May, Should

Indicates something that is not mandatory, but permissible, recommended, or desirable.

3.4 Must, Shall, Will

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

3.5 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.

3.6 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 and/or revenues cannot be considered proprietary.

3.7 Provider

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

3.8 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 University the flexibility to negotiate to arrive at a mutually agreeable relationship. Price will be considered, but will not be the only factor of evaluation.

3.9 Respondent

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

3.10 Response

Same as Proposal

3.11 Successful Vendor

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

3.12 Supplement Agreement

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

3.13 Supplier

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

3.14 University

The University of Florida Board of Trustees a public body corporate of the State of Florida.

3.15 Vendor

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

3.16 Vendor's Proposal

Same as Proposal

3.17 Vendor's Response

Same as Proposal

4.0 AGREEMENT TERMS AND CONDITIONS

The following are the Terms and Conditions that will become part of any Agreement consummated between the University and the Successful Vendor. In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Agreement; Invitation to Negotiate; Proposal.

4.1 Actions of Successful Vendor

The University 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 University.

4.2 Advertising

The Successful Vendor shall not advertise or publish information concerning the Agreement without prior written consent of the University. The University shall not unreasonably withhold permission.

4.3 Americans with Disabilities Act

The Successful Vendor shall comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the act.

4.4 Certification

By signature on the "Proposal Certification" form included under Section 6.0, 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 a public servant in connection with the submitted proposal. In addition, Vendor certifies whether or not an employee of the University 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 University only those services and/or materials as stated in and allowed for under resulting Agreement(s).

4.5 Conflict of Interest

The award hereunder is subject to the provisions of Chapter 112, F.S. Vendors must disclose with the proposal the name of any officer, director, or agent who is also an employee of the University of Florida. Further, all Vendors must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Vendor's firm or any of its branches.

4.6 Discrimination

An entity or affiliate who has been placed on the discriminatory list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a Vendor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.

4.7 Drug Free Workplace

The Successful Vendor agrees that in the performance of the Agreement, neither the Successful Vendor nor any employee of the Successful Vendor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the Agreement. The University reserves the right to request a copy of the Successful Vendor's Drug Free Workplace Policy. The Successful Vendor further agrees to insert a provision similar to this statement in all subcontracts for services required.

4.8 Equal Opportunity Statement

The State Universities have established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibits discrimination based on race, creed, color, sex, age, national origin, marital status or religion. To be considered for inclusion as a supplier under this agreement, the vendor commits to the following:

A. The provisions of Executive Order 11246, September 24, 1966, and the rules, regulations, and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value.

B. If the vendor expects to receive \$10,000 in orders during the first 12 months of this agreement, a complete certificate of non-segregated facilities shall be attached to the proposal response.

C. If the vendor expects to receive \$50,000 in orders during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEO-1) must be filed prior to March 1 of each year.

D. If the vendor expects to receive \$50,000 in orders during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the vendor, subject to review upon request by the user agencies of this agreement.

If you have already complied with the above, please indicate_____

4.9 Federal, State, and Local Taxes, Licenses and Permits

Successful Vendor is solely responsible for complying with all laws, ordinances, and regulations on taxes, licenses and permits, as they may apply to any matter under this ITN. The Successful Vendor must demonstrate that they are duly licensed by whatever regulatory body may require during the performance of the Agreement. Prior to the commencement of Agreement, the Successful Vendor shall be prepared to provide evidence of such licensing as may be requested by the University. Successful Vendor shall, at no expense to the University, procure and keep in force during the entire period of the Agreement all such permits and licenses.

4.10 Inspection and Audit

All books, accounts, reports, files and other records relating to the Agreement shall be subject at all reasonable times to inspection and audit by the University of Florida.

4.11 Liens

Each Successful Vendor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Successful Vendor.

4.12 Modifications

The Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.

4.13 Non-Discrimination

The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

4.14 Ownership of Documents

All drawings, maps, sketches, documents, records, programs, data base, reports and other data developed or purchased, under this Agreement for or at the University's expense shall be and remain the University's property, without restriction, reservation or qualifications. The Successful Vendor may retain copies necessary for recordkeeping documentation and all such other business purposes related to the Agreement. All materials and products produced shall be provided to the University upon expiration of this Agreement.

4.15 Sales and Use Tax

The Successful Vendor agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable law. The Successful Vendor further agrees to indemnify and hold

harmless the University from any and all claims and demands made against it by virtue of the failure of the Successful Vendor or any subcontractors to comply with the provisions of any and all said laws. The University is exempt from state sales and use tax.

4.16 Sexual Harassment

Federal law and the policies of the University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees, or a hostile or a offensive academic environment for University students. University vendors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. The employer of any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to be removed from the project site and from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

4.17 Small Business Program

University is an equal opportunity institution and, as such, encourages the use of small businesses, including women and minority-owned small businesses in the provision of goods and services. Small businesses should have a fair and equal opportunity to compete for dollars spent by the University. Competition ensures that prices are competitive and a broad vendor base is available. Vendor shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses. For questions about the University's Small Business Program contact Faylene Welcome, Director of Small Business and Vendor Diversity, 352-273-1608.

4.18 Smoking Policy

All facilities of University of Florida are smoke free. Smoking is not permitted inside University buildings or within 50 feet of doorways and air intakes. The Successful Vendor is expected to respect this smoke free policy and fully comply with it.

4.19 Sustainability Preferences

The University's purchasing directives support the purchase of products that will minimize any negative environmental impacts of our work. In order to facilitate a healthy market in sustainable products, all parties involved in the procurement and utilization of materials must engage in both waste recycling and the initial purchase of products containing recycled content. It is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and promote environmentally responsible products, as well as energy efficient fixtures, appliances and mechanical equipment used in new construction and retrofit of University facilities.

4.20 Assignment-Delegation

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

4.21 Assignment of Anti-Trust Overcharge Claims

The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Successful Vendor hereby assigns to the University any and all claims for such overcharges.

4.22 Date for Reckoning Prompt-Payment Discount

For purposes of determining whether a prompt-payment discount, if applicable, may be taken by the University, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.

4.23 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.

4.24 Furnish and Install

N/A

4.25 Indemnification/Hold Harmless

The Successful Vendor shall indemnify, defend, and hold harmless the University of Florida Board of Trustees, the University of Florida, the State of Florida and the Florida Board of Governors, its officers, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Successful Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement. Successful Vendor's obligation under this provision shall not extend to any liability caused by the sole negligence of the University Of Florida Board Of Trustees, University, or its officers, agents, and employees. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by Successful Vendor and third party infringement under the Agreement.

4.26 Insurance Requirements

The Successful Vendor shall purchase from and maintain with a company or companies, lawfully authorized to do business in Florida and acceptable to the University, such insurance as will protect the Successful Vendor from claims arising out of or resulting from the Successful Vendor's operations under the Agreement and for which the Successful Vendor may be legally liable, whether such operations be by the Successful Vendor or by their subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be issued and countersigned by representatives of such companies duly authorized for the State of Florida and shall be written on ISO standard forms or their equivalents. The Successful Vendor shall file with the University Certificates of Insurance prior to the commencement of this Agreement and shall file Certificates of Insurance evidencing the renewal of such policies at least thirty (30) days prior to the date that each applicable insurance policy is scheduled to expire. Please

note that the University of Florida must be named “additional insured” on general liability policies.

General Liability Insurance – The Successful Vendor shall provide the ISO Commercial General Liability policy for general liability coverage's for limits of not less than of \$500,000 per occurrence. Coverage shall be maintained without interruption from date of commencement of work until date of final payment.

4.27 Protection of Property
N/A

4.28 Labor Disputes

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

4.29 Laws and Regulations

Successful Vendors are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations affecting the rights of their employees, and shall protect and indemnify the University, its officers and agents against any claims of liability arising from or based on any violation thereof.

4.30 No Replacement of Defective Tender

Every tender of goods must fully comply with all provisions of the Agreement as to time of delivery, quantity, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Successful Vendor shall not have the right to substitute a conforming tender.

4.31 No Waiver of Right by the University

No waiver by University of any breach of the provisions of the Agreement by the Successful Vendor shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the Agreement.

4.32 Notice to Vendors of Asbestos-Containing Materials in University Buildings

Asbestos containing materials (ACM) can be found in almost any building in the United States more than 10 years old. The University of Florida is no exception. The types of asbestos most commonly found are pipe and boiler insulation, fireproofing, hard panels known as "Transite", floor tile, and spray or trowel-applied ceiling finishes. ACM is generally not hazardous if left undisturbed.

The University has implemented an Asbestos Program to assure safe management and removal of ACM. Vendors, consultants, and other's providing service to the University may encounter ACM and must, therefore, comply with the following instructions:

- A. Avoid disturbing suspected ACM. Exercise caution and watch for possible ACM.
- B. If it is necessary to disturb ACM, first notify the appropriate Division Asbestos Representative listed in this notice, or the University of Florida Asbestos Coordinator, before proceeding with your work. You shall take whatever precautions are necessary to protect humans' health and the environment, and comply with all applicable Federal, State, and Local laws pertaining to asbestos.

C. If you require additional information on possible locations of ACM in a particular building, contact the Asbestos Representative from the Division for which you are working.

<u>Division</u>	<u>Asbestos Representative</u>	<u>Telephone</u>
Physical Plant	Assoc. Dir. Physical Plant	(352) 392-7793
Health Center	Asst. Dir. Health Ctr Physical Plant	(352) 392-4417
Housing	Housing Maintenance Superintendent	(352) 392-2161
Reitz Union	Maintenance Superintendent	(352) 392-1614
IFAS	Engineer	(352) 392-6488

4.33 Parking

The Successful Vendor shall obtain all parking permits and/or decals that may be required while performing project work on University premises. The Successful Vendor should contact Transportation and Parking Services at 352-392-2241.

4.34 Payment Terms

The University's obligation is payable only and solely from funds appropriated for the purpose of the Agreement. Unless otherwise stated herein, the payment terms for the Agreement are Net 30 days. VENDOR OMBUDSMAN: The University's vendor ombudsman whose duties include acting as an advocate for vendors may be experiencing problems in obtaining payment(s) from the University may be contacted at 352-392-1241.

4.35 Price Adjustment

Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Agreement period, and shall be supported by written evidence of increased costs to the Successful Vendor. The University will not approve unsupported price increases that will merely increase the gross profitability of the Successful Vendor at the expense of the University. Price change requests shall be a factor in the Agreement extension review process. The University shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University.

4.36 Prior Course of Dealings

No trade usage, prior course of dealings, or course of performance under other agreements shall be a part of any agreement resulting from this ITN; nor shall such trade usage, prior course of dealing, or course of performance be used in the interpretation or construction of such resulting agreement.

4.37 Prison Rehabilitative Industries

N/A

4.38 Public Entity Crime

A person or affiliate who has been placed on the convicted list by the Department of Management Services, State of Florida, may not submit a proposal on a contract to provide any goods or services, including construction, repairs, or leases and may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant for the University of Florida for a period of 36 months from the date of being placed on the convicted list, a "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or any entity under the control of any natural

person who is active in its management and who has been convicted of a public entity crime (Rule 6C1-3.020 FAC).

4.39 Public Records

All proposal information submitted and opened becomes subject to the Public Records Law set forth in Chapter 119 F.S.

Any resulting Agreement may be unilaterally canceled for refusal by the vendor to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 F.S., and made or received by the Successful Vendor in conjunction with the Agreement.

4.40 Referencing of Orders

For each order issued against an agreement resulting hereunder, the University intends in good faith to reference this ITN for pricing, terms and conditions, delivery location, and other particulars. However, in the event the University fails to do so, the University's right to such terms and conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to the University.

4.41 Remedies and Applicable Law

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the rule and regulations of the Florida Board of Governors and the University. University and Successful Vendor shall have all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the Agreement shall be instituted in Gainesville, Florida.

4.42 Right of Inspection

University shall have the right to inspect the goods at delivery before accepting them.

4.43 Right of Offset

The University shall be entitled to offset against any sums due the Successful Vendor, any expenses or costs incurred by the University, or damages assessed by the University concerning the Successful Vendor's non-conforming performance or failure to perform the Agreement, or any other debt owing the University, including expenses, costs and damages described in the termination provisions contained herein.

4.44 Shipment Under Reservation Prohibited

N/A

4.45 Specifications: Brand Name or Acceptable Alternate

N/A

4.46 Successful Vendor to Package Goods

Successful Vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Successful Vendor's name and address; (b) Consignee's name, address and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Successful Vendor shall bear cost of packaging unless otherwise provided.

4.47 Termination

4.47.1 Convenience

The University reserves the right to terminate the Agreement in whole or part at anytime when in the best interests of the University without penalty or cause. Upon receipt of the written notice, the Successful Vendor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the University. In the event of termination under this provision, all documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and delivered to the University. The Successful Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the Successful Vendor's sole remedy against the University in the event of termination under this provision.

4.47.2 Default

The University reserves the right to terminate the Agreement in whole or in part due to the failure of the Successful Vendor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The University shall provide written notice of the termination and the reasons for it to the Successful Vendor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Successful Vendor shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services.

4.47.3 Gratuities

The University may, by written notice to the Successful Vendor, cancel the Agreement if it is discovered by the University that gratuities, in the form of entertainment, gifts or other, were offered or given by the Successful Vendor, or any agent or representative of the Successful Vendor, to any officer or employee of the University with a view toward securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the University pursuant to this provision, University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Successful Vendor in providing such gratuities.

4.47.4 Insolvency

The University shall have the right to terminate the Agreement at any time in the event Successful Vendor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Successful Vendor and not discharged within thirty (30) days; or if Successful Vendor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Successful Vendor or its business.

4.47.5 Lack of Funds

The Agreement may be canceled without further obligation on the part of the University of Florida in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Successful Vendor shall be notified in writing of such non-appropriation as soon as

reasonable possible. No penalty shall accrue to the University in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit the University to terminate the Agreement in order to acquire similar equipment, material, supplies or services from another party.

4.47.6 Stop Work Order

The University may at any time, by written order to the Successful vendor, require the Successful Vendor to stop all or any part of the work called for by the Agreement for a period of ninety (90) days after the order is delivered to the Successful Vendor, and for any further period to which the parties may agree. The order shall be specifically identified as a Stop Work Order issued under this provision. Upon receipt of the order, the Successful Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the Successful Vendor shall resume work. The University shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

4.47.7 Suspension or Debarment

The University may by written notice to the Successful Vendor immediately terminate the Agreement if the University determines that the Successful Vendor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but limited to, being disapproved as a subcontractor Vendor of any public procurement unit or other governmental body.

4.47.8 Continuation of Performance Through Termination

The Successful Vendor shall continue to perform, in accordance with the requirements of Agreement, up to the date of termination, as directed in the termination notice.

4.48 Title and Risk of Loss

The title and risk of loss of the goods shall not pass to University until University actually receives the goods at the point or points of delivery.

4.49 Warranties

In addition to any implied warranties, Successful Vendor warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed herein, and to the sample or samples furnished by the Successful Vendor, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

5.0 SCOPE OF WORK, SPECIFICATIONS, TECHNICAL REQUIREMENTS

Scope of Work:

In support of the following objectives of the Harn Museum of Art:

- Increase national and international visibility of the Harn and its programs, and broaden appreciation of the museum as a resource and destination
- Strengthen attendance and broaden/diversify audiences (geographically, generationally, socio-economically and ethnically)
- Support the achievement of long-term institutional development objectives and fundraising goals

1. Develop a communications plan that supports the following strategies:
 - a. Develop a sustained program of media relations, promotions, events, and new media and advertising that establishes regular communications with national and international audiences; with particular interest to the following:

The museum will open a 26,000-square-foot wing for the exhibition, study and conservation of Asian art in Spring 2011. The building, without art installed, should be completed around the museum's 20 year anniversary in late 2010. An upper level donor event will be held at this time. Public, press and donor/member events will take place in Spring 2011 when the building opens to the public and the new exhibition is in place.

The Asian art collection and the first exhibition featured in the new addition should be included in promotion of the new wing.

Five Gladys Gracy Harn Exhibition Hall shows will be on display from October 2009 through August 2011. The exhibitions include the *45th Annual UF Art Faculty Exhibition*, *Project Europa: Imagining the (Im)possible*, *America at Work*, *Africa Interweave: Diasporas of African Textiles* and a TBD exhibition. (Attachment C, Exhibition Descriptions)
 - b. Leverage museum programming and museum- and arts-related university news to increase visibility with key audiences that the Harn has identified. (Attachment D, Key Audiences)
 - c. Develop and implement a plan to effectively communicate the Harn's institutional messages to the national and international target audiences identified. (Attachment E, Messages; Attachment F, Boilerplate)
 - d. Target diverse range of media to communicate accessibility, community, and educational messages.
 - e. Cultivate long-term relationships with key media and deepen their understanding of the Harn, seeding future coverage and ongoing media interest. Results from the communications plan should include multiple articles, features and mentions in publications, Web sites and blogs on a national and international level.
 - f. Position museum staff as experts in the field and spokespeople for topical issues
 - g. Leverage existing infrastructure connecting the university to students, faculty, alumni, and community members to build visibility and perception of the museum as central to the cultural and educational life of the university
 - h. Position programming and expansion as platform for cultivation of key audiences—not only by the museum, but by university leadership and other key opinion leaders
2. Develop timeline for implementation of the plan. Work may begin as early as November 2009 through August 2011.
3. Develop measurements of success which would include at a minimum a tracking report of national and international coverage, and an evaluation of attendance, membership and major donor support.

Mandatory Vendor Requirements:

- Must submit a written proposal which includes the following:
 1. Proposed communications plan with timeline. Duties within the plan must be designated as a Harn implemented initiative or Firm implemented initiative

2. Detailed description of promotion costs associated with the plan. This should be a portion of the current Marketing and Public Relations budget which is \$68,450 for fiscal year 2010 (July 1, 2009 through June 30, 2010). We expect fiscal year 2011 to have similar funding. These funds cover costs for local, regional, national and international promotion.
3. Please also include promotional costs for four (4) optional one (1) year renewals through November 2015 to work on national/international coverage of exhibitions and collections on a yearly basis.
4. Firm's cost to work with the Harn and to implement the plan from November 2009 through August 2011.
5. Please also include Firm's cost to work for four (4) optional one (1) year renewals through November 2015 as noted in number 3.
6. List of firm's staff and their resumes
7. History of the firm
8. Experience in working with art museums, major building expansion projects, and other key organizations.
9. Experience working with Asian art museums or museums with strong Asian collections.
10. Experience working with academic museums at major research universities.
11. Provide evidence of success in working with the above organizations which should include but not be limited to national and international media coverage.
12. Information on firm's sustainability program, if one is in place.

Administrative/Reporting:

1. Assigned Project Manager will maintain ongoing communication with the Harn Director of Marketing and Public Relations and conduct weekly e-mail updates as well as monthly conference calls.
2. Provide a monthly tracking report of news coverage via e-mail with links to or scans of coverage.
3. Meeting after project completion for debriefing.

Additional Materials Available:

1. Strategic plan and annual reports located online at www.harn.ufl.edu, under about in publication or go to the following link:http://www.harn.ufl.edu/pubs/index.php?ThisColor=ff3300&mainGraphic=harn_header_about_publicati.jpg
2. <http://www.harn.ufl.edu/informsamples.html>. This is the link for *InForm*, which is a bi-monthly newsletter sent to members. It includes past museum news, program and exhibition information.

Attachments:

- A. Pricing Matrix 1
- B. Pricing Matrix 2
- C. Exhibition descriptions
- D. Audiences
- E. Messages
- F. Boilerplate

G. Assignment of Copyright

5.1 Term of Agreement

The term of this Agreement will be for an initial period of 2 years, 11/16/09 to 11/15/11, with an option to renew based on satisfactory performance and the written approval of both parties for up to 4 additional 1 year periods.

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6.0 Certifications and Forms

6.1 Certification of Proposal

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

Action: Vendor is to ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to Invitation to Negotiate # ITN10CW-118 issued by the University of Florida. The undersigned, as a duly authorized officer, hereby certifies that

(Vendor Name)

Agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced Invitation to Negotiate (ITN) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the ITN. The proposal shall remain in effect for a period of ninety (90) calendar days as of the Due Date for responses to the ITN.

The undersigned certifies that to the best of his/her knowledge: (check one)

___ There is no officer or employee of the University of Florida who has, or whose relative has, a substantial interest in any Contract award subsequent to this proposal.

___ The names of any and all public officers or employees of the University of Florida who have, or who's relative has, a substantial interest in any Contract award subsequent to this proposal are identified by name as part of this submittal.

The undersigned further certifies that their firm (check one) ___ **IS** or ___ **IS NOT** currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

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

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Date: _____

Signature of Authorized Officer

Printed Name

ITN #: 10CW118

Closing Date: 10/29/09

Closing Time: 2:00 PM/ET

Attachment A: PRICING MATRIX – FIRM COSTS

See attachment A (Excel spreadsheet)

Attachment B: PRICING MATRIX - PROMOTIONAL BUDGET

See attachment B (Excel spreadsheet)

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Attachment C: EXHIBITION DESCRIPTIONS

45th Annual UF Art Faculty Exhibition

October 6, 2009 - January 3, 2010

Once every five years, the Harn hosts the University of Florida's School of Art and Art History studio faculty exhibition. This year marks the 45th year of the faculty exhibition. The exhibition includes art from 26 faculty members who work in an impressive range of media, including drawing, painting, photography, printmaking, sculpture, ceramics, electronic media, installation and video. The exhibition is made possible by Ti Amo! Restaurant and Bar and Tara and Bert Gill.

Project Europa: Imagining the (Im)Possible

February 7 – May 9, 2010

Project Europa considers the relationship of art to democracy in Europe. In 1989, the expansion and unification of Europe was conceived as a vital and urgent social project to promote democracy and sustain cultural difference. Now in the 20th anniversary year of the fall of the Berlin Wall, artists in the exhibition question the promise and potential of Europe's democratic dream. The works featured in the exhibition, which include large-scale wall paintings, photography and video by 20 artists from Turkey to the British Isles, explore the complex and subtle relationship between art and politics. At the same time, the reflection on Europe provides an opportunity for American audiences to re-consider and reinvigorate our understanding of democracy at home.

The exhibition is organized by the Harn Museum of Art and made possible by the Andy Warhol Foundation for the Visual Arts; the C. Frederick and Aase B. Thompson Foundation; Étant donnés, the French-American Fund for Contemporary Art, a program of the French American Cultural Exchange; the Harn Eminent Scholar Chair in Art History; the Center for the Humanities and the Public Sphere; the Center for European Studies; and the France Florida Research Institute; with additional support from the Sidney Knight Endowment and the Harn Program Endowment.

America at Work: Posters and Prints from the 1920s-1940s

[working title]

June 8 – September 5, 2010

Description of Contents: 30 poster-sized lithographs on loan
20 WPA prints from the Harn collection

Not the publicized description:

The objects in this exhibition deal with the theme of work—a topic that is especially relevant today as the national economy struggles to recover from a serious recession. The selection of 30 large work incentive posters dated 1924-1925 will be new and fresh to our local audiences and will have a great public appeal with their colorful designs and strong graphics. They also relate strongly to our collection of WPA prints from the 1930s-1940s, in particular those that deal with themes of work, unemployment and homelessness.

Together, these works tell a story about labor issues and demographics, popular culture, immigration trends, and national identity in America during the first half of the 20th century. These issues continue to dominate American culture in the 21st century.

Africa Interweave: Diasporas of African Textiles

[working title]

October 5, 2010 – January 9, 2011

[working date]

Description of Contents: 55 textiles from Harn Museum of Art collection, supplemented with loans from national museums and private collections

Not the publicized description:

The exhibition will focus on groups of textiles according to technique, use and shared historical contexts. Organization of the groups will point to a genealogy of textiles tracking them from early origins to latest manifestations; transversal of many types of boundaries is inherent in this process, thus the concept of diasporas of textiles. Each group will be accompanied by a wall panel explaining the history of the production and technique, with photographs of artists at work, and people wearing or using the cloth, juxtaposing historical and contemporary views and artworks, such as paintings, photographs and sculpture, by contemporary artists.

A highlighted portion of works that may be included:

- 1) Indigo dyed textiles—Nigerian adire cloth (adire eleko with Olokun motif, Owo Oliphon cloth, Adire alabere by Nike Okundaye Davis) made from commercial and handwoven cloth.
- 2) Woven textiles—Nigeria (Nupe wedding cloth, Yoruba sampler, Okene woman’s wrapper, Owo prestige cloth)Contextual images of weavers from Nigeria
- 3) Woven textiles from Mali and Niger (Bamana tent blanket arkillla kereka, Fulani ,Khasa, tent blanket; tapis, Peul/ Songhay wall hanging, c. 1970 from Bamako?)

[Juxtaposed with photographs of women by Seydou Keita]

Mud painted textiles from Mali, with “traditional” bogolanfini and later examples, incorporated into international fashion and design, and fine art

[juxtaposed with works by Chris Seydou, Abodoulaye Konate, Chris Sawadogo and others]

- 4) Woven textiles from North Africa (Tunisian wedding wrap, shawl, wall covering, Libyan tribal rug; Moroccan hooded cloaks)
- 5) Batik and tie-dyed textiles from Sierra Leone (artist Khadi Camara’s batik abstract cloths, indigo and kola nut dyes; stamped or stenciled cloths, natural dyes, with various motifs—butterfly, peacock)

Attachment D: AUDIENCES

As a university art museum in a college town, the Harn is an institutional member of a diverse community, composed of many discrete audiences. Perhaps the best way to understand these relationships is to imagine the Harn surrounded by several concentric audience-rings. Students, faculty, and staff at UF, for whom the Harn is an important campus presence, compose the nearest ring. Other Gainesville residents, who interact with the Harn as a community resource, form a close second circle. Encircling the Harn's immediate concentric circles are the larger rings which represent the state of Florida, Gator Nation (alumni), and the nation, and which are made up of philanthropists, art world opinion leaders, and the media. Identifying these distinct audiences and their constituents will help the Harn calibrate its messaging and tactics for optimized efficacy.

University of Florida

1. Campus constituents:
 - Trustees
 - Administration
 - Faculty
 - Staff
 - Students
 - Prospective students
 - Alumni
2. Internal stakeholders:
 - Advisory Councils
 - Committee on the Collections
 - Harn National Art Council
 - Harn Museum Faculty Council
 - Education Advisory Council
 - University of Florida President's Council
 - Partners
 - Cultural Plaza constituents: Florida Museum of Natural History, Phillips Center for the Performing Arts
 - UF Research Institutes and Centers (for African, Asian, European, Latin American and International Studies, etc.)
 - Colleges (of Fine Arts, Education, Medicine, etc.)
 - Donors
 - Exhibition Circle
 - Members
 - Business and Professional Friends
 - Staff
 - Docents
 - Interns
3. Campus media

Gainesville

4. Opinion leaders (i.e., civic and government leaders)
5. Constituents from surrounding communities:
 - Families
 - K-12 schoolchildren
 - Senior citizens
 - Professionals
 - School Board of Alachua County
 - Local businesses
 - Local cultural organizations
 - Minority and underserved communities
 - Donors
 - Volunteers

- Members
- 6. Media
 - General consumer print, broadcast, and web media
 - Daily newspapers
 - Community newspapers and magazines
 - Websites and blogs

Florida

- 7. Philanthropists
- 8. Art-world opinion leaders, collectors, and artists
- 9. Regional tourists and travelers
- 10. Culturally-active public
- 11. Media
 - General consumer print, broadcast, and web media
 - Daily newspapers in major cities
 - Community newspapers and magazines
 - Regional and state magazines
 - Local wire services
 - Websites and blogs
 - Art, architecture, and design
 - Education
 - Philanthropy
 - Ethnic

Nation

- 12. Philanthropists
- 13. Art-world opinion leaders, collectors, and artists
- 14. Media
 - General consumer print, broadcast, and web media
 - Major daily newspapers across nation
 - General interest magazines
 - National wire services
 - Websites and blogs
 - Art, architecture, and design trades
 - Education
 - Philanthropy
 - Ethnic

Attachment E: MESSAGES

The Harn's messages support its institutional goals and aspirations, while remaining reflective of its established strengths.

PRIMARY MESSAGES

- The Harn Museum of Art is integral to the research, teaching and service mission of the University of Florida and adds value to the experience of UF faculty, staff and students.
- The Harn serves a wide and diverse audience with a broad range of programming, made easily accessible through free admission.
- The Harn is an emerging leader among public university art museums, already noted for its work in the field of African art and becoming widely known in other areas, especially the study of Asian Art.

SECONDARY MESSAGES

Role within the University Community:

- As a teaching institution, the Harn strengthens UF's educational experience by enabling students and the public to interact directly with significant works of art, and by promoting the power of art to inspire and educate.
- Through direct and sustained access to original works of art, the Harn contributes to the development of critical thinking and visual literacy at the University of Florida, and supports teaching and research in a broad range of disciplines.
- The Harn's diverse art collections and exhibitions facilitate dialogue about global ideas and issues.
- The Harn is an integral part of the academic fabric of UF and contributes to intellectual vitality through collaborations with faculty, staff, and students on exhibitions, publications, and programming.
- The Harn plays a key role in the University of Florida's Museum Studies program, providing experiential learning opportunities in professional museum practices to UF students.
- The Harn strengthens the university's competitive edge by enhancing the University experience.
- The Harn plays an important role in fostering ties between the university and Gainesville community.
- The construction of the Asian art wing demonstrates the university's firm belief in a vibrant and progressive future for the University of Florida, of which the Harn is an integral part.

Role in Surrounding Community and Region:

- As an important cultural anchor for the state, the Harn is a destination for families, professionals, and other community residents seeking a dynamic museum experience.
- By combining the resources of the Harn with those of UF's faculty and students, the museum is ideally positioned to reach out to the wider community with a variety of stimulating programs for diverse audiences.
- With free admission, the Harn welcomes all members of the community.
- The Harn is committed to finding innovative ways to make its collection accessible to all.
 - The Harn's permanent collection galleries and special exhibitions provide visitors with an intimate connection to significant works of art.
 - The Harn offers a range of complementary programming that celebrates the full spectrum of the arts (i.e., musical performances, film screenings, etc.).

- The Harn's Bishop Study Center contains a number of multimedia and hands-on resources for children and adults.
- The Harn is a center for multicultural experiences, reaching out to diverse audiences in the community.
- The Harn strengthens the impact of University of Florida's Cultural Plaza, which is also home to the Florida Natural History Museum and the Phillips Center for the Performing Arts, in the community.
- The Harn provides cultural and social opportunities to get involved in the University of Florida community, whether through volunteering or by contributions.

Role in Arts Community:

- The Harn conducts original research and new scholarship that contribute to the advancement of the field of art history.
- The Harn collections contain select, high quality works of art that reflect the breadth of the University's areas of scholarship.
- The museum offers innovative and dynamic programming, particularly in collaboration with different centers and departments within the University.
- The museum is committed to expanding its collection and programs in Asian art.
 - In 2011, the Harn will open the Dr. & Mrs. David A. Cofrin Asian art wing, which will significantly increase the exhibition space for works of art from Asia. The Harn will continue to actively acquire new works, both ancient and contemporary to strengthen its holdings in this area.
- The Harn makes its collection accessible to new audiences by organizing touring exhibitions to other major cultural institutions.

Attachment F: BOILERPLATE

Short:

About the Samuel P. Harn Museum of Art

The Harn Museum of Art is an integral part of the University of Florida. The museum's permanent collection holds nearly 7,000 works, including African, Asian, modern and contemporary art and photography. The museum enhances the university's activities and serves a culturally diverse audience through the exhibition of works of art and educational programming. Admission is free. Museum hours are 11 a.m. to 5 p.m. Tuesday through Friday, 10 a.m. to 5 p.m. Saturday and 1 to 5 p.m. Sunday. Parking is free on weekends. The Camellia Court Café is open seven days a week from 11 a.m. to 3 p.m. The Harn Museum of Art is located at SW 34th St. and Hull Rd. at the UF Cultural Plaza. For more information call 352-392-9826 or visit www.harn.ufl.edu.

Long:

About the Samuel P. Harn Museum of Art

Founded in 1990, the Harn Museum of Art is an integral part of the University of Florida. The Harn contributes to an interconnected, international community by integrating the arts and culture into curricula throughout the university's system of colleges and centers. Its holdings include nearly 7,000 works in five collecting areas: Asian art, African art, photography, modern art of the Americas and Europe, and contemporary art. In addition to rotating installations drawn from its permanent collection, the Harn organizes traveling exhibitions, public lectures, panel discussions, academic symposia and educational programs for adults, students and children. In spring 2011, the Harn will open a 26,000-square-foot Asian art wing, which will feature two levels of galleries, curatorial and conservation space, and a series of outdoor Asian gardens.

The Harn Museum, at Southwest 34th Street and Hull Road in Gainesville, Florida, is part of the University of Florida's Cultural Plaza, which is also home to the Florida Museum of Natural History and the Philips Performing Arts Center. Admission is free. Hours are 11 a.m. to 5 p.m. Tuesday through Friday, 10 a.m. to 5 p.m. Saturday and 1 to 5 p.m. Sunday. The Camellia Court Café is open seven days a week from 11 a.m. to 3 p.m. For more information call 352.392.9826 or visit www.harn.ufl.edu.

Attachment G: ASSIGNMENT OF COPYRIGHT

All works provided to the Harn pursuant to this ITN (the "Works") shall become the property of the Harn. Vendor represents and warrants that it is (or will be at the time the Works are provided to the Harn), the sole owner of the Works and that it holds (or will hold at the time the Works are provided to the Harn) the complete and undivided copyright interest to the Works.

Vendor hereby sells, assigns, and transfers to University, its successors and assigns, the entire right, title and interest in and to the copyright in the Works and any registrations and coyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Works, and in and to all rights corresponding to the foregoing throughout the world.

Vendor agrees to execute all papers and to perform such other proper acts as University may deem necessary to secure for University or the Harn the rights herein assigned