Florida State University

Competitive Solicitation

Acknowledgement Form

Submit Response To:

Procurement Services
Florida State University
282 Champions Way, UCA 1400
Tallahassee, FL 32306-2370
Phone (850) 644-6850 | Fax (850) 644-8921
www.procurement.fsu.edu

CS No: ITN 5760-A	**Title:** Custodial Services for the FSU Athletic Department
Date of Issue: June 2, 2015	**Response Due Date and Time:** June 24, 2015 @ 3:00 PM

CS Point of Contact

Name: James Johnson	**Phone:** 850-644-6850	**Email:** jcjohnson@fsu.edu

Vendor Information

Federal Employer Identification Number or SS Number:

Company Name:	**Reason for no offer:**
Mailing Address:	
City, State, Zip Code:	**Posting of Competitive Solicitation Tabulations**
Area Code / **Telephone no.**	Proposal tabulations with intended award(s) will be posted for review by interested parties at Procurement Services and our solicitation web page and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Florida Board of Governors Regulation 18.002 and FSU Regulation FSU 2.015, or failure to post the bond or other security as required in Florida Board of Governors Regulation 18.003, shall constitute a waiver of proceedings under that regulation.
Toll Free no.	
Fax no.	
Email Address:	

Government Classifications
Check all applicable

- ☐ **African American**
- ☐ **American Women**
- ☐ **Asian-Hawaiian**
- ☐ **Government Agency**
- ☐ **Hispanic**
- ☐ **MBE Federal**
- ☐ **Native American**
- ☐ **Non-Minority**
- ☐ **Non-Profit Organization**
- ☐ **Pride**
- ☐ **Small Business Federal**
- ☐ **Small Business State**
- ☐ **Veteran/Service Disabled**

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

_____
Printed Name/Title

_____
Authorized Signature

FLORIDA STATE UNIVERSITY
INVITATION TO NEGOTIATE (ITN)
ITN 5760-A
CUSTOSIAL SERVICES FOR THE FSU ATHLETIC DEPARTMENT

FLORIDA STATE UNIVERSITY
INVITATION TO NEGOTIATE
ITN 5760-A
CUSTOSIAL SERVICES FOR THE FSU ATHLETIC DEPARTMENT

I. STATEMENT OF OBJECTIVE

The objective of this Invitation to Negotiate (ITN) is to enable Florida State University (FSU) to enter into a contract with a Respondent to provide the materials and services listed to perform custodial services for all venues included in this ITN that are within the FSU Athletic Department.

Scope of Work

The Athletic Department of Florida State University seeks responses from qualified Respondents to perform the custodial services for all venues included within the Athletic Department. The ITN divides the venues into six groups and Respondents shall respond to all of venues for the proposal to be considered in compliance.

1. This proposal requires that awarded respondent(s) must include all necessary equipment, cleaning chemicals, trash can liners, other materials, supplies and personnel necessary to accomplish the services as detailed in this document. Paper products (toilet paper & paper roll towels only) and soap will be supplied by FSU Athletics.

2. Use of University owned equipment to perform cleaning services is prohibited. All respondents' equipment must be maintained in excellent working order and consumable maintenance items such as vacuum bags, etc. shall be regularly changed by vendor. Carpet vacuums must be capable of removing the dry soil without producing unacceptable pile distortion and without distribution of particulate or volatile organic chemical into the air.

3. Due to the expense, sensitivity and liability concerns with use of facilities and equipment in all venues of the Athletic Department, there shall be absolutely NO PERSONAL USE of any equipment of any facility by any of the contractor's personnel. Further, NO ONE under 18 years of age shall be allowed to enter or be on any FSU Athletic facility with the custodial crew under any circumstances.

4. **The awarded Respondent shall be required to have a local presence or office in the area. By local presence it is required that a manager will be living in the Tallahassee area and will be able to respond to emergency situations.**

   NOTE: Violation of any of these stipulations shall result in immediate termination of the agreement.

Hours of Operation

1. Each of the Venues of the Athletic Department shall have defined written work hours that the awarded respondent must adhere to; only with written authorization from the Contract Administrator may hours be altered in any way. Any changes in the scheduled work hours will be stated in a written addendum to the Contract. The hours of operation in which the vendor is expected to perform their duties is listed on the Excel spreadsheet for Pricing. It is also the responsibility of the

awarded respondent to work with the designated Contact Administrator of the respective facility concerning holidays hours. Most of the Athletic facilities operate on weekends and there are many events during holiday periods. Service will be maintained at all times.

2. Only two holidays are part of the FSU Athletics schedule (Christmas Day and New Year's Day) in which services are not required. To ensure proper communication is maintained, even these dates need to be confirmed with the Athletic Facility's Contract Administrator.

3. If during the life of any contract derived from this ITN, the Athletic Contract Administrator determines that hours of custodial service need to be adjusted, the FSU Athletic Contract Administrator shall contact the Respondent about the needed adjustment. The respondent shall have up to thirty days in which to comply with the requested change in hours of custodial operation.

Following is a list of the venue groups with all the facilities that are included in each group:

Group One
Moore Athletic Center (UCD) (226)
UCC Ticket Office (225)
Indoor Practice Facility (4090)

Group Two (Football Game Days)
Doak Campbell Stadium Bathrooms (100)
Doak Campbell Stadium Visitors Locker-Room (100)
Doak Campbell 7th, 8th and 9th Floors (225)

Group Three
Dick Howser Baseball Stadium (115)
Football Game Days (Use of Baseball Facilities)

Group Four
Soccer/Softball Facility (385,390,391,392 & 393)
Mike Long Track Facility (91 & 486)
Speicher Tennis Center (79)

Group Five
Seminole Golf (62)
Morcom Aquatics (8008)
Indoor Tennis Facility (8010)

Group Six
Basketball Training Center (819)

(Numbers in parentheses are building numbers referenced in the Price Excel spreadsheet)

II. DEFINITIONS

a. **Contract/Agreement** – The formal bilateral agreement signed by a representative of the FSU and the awarded Respondent(s) which incorporates the requirements and conditions listed in this ITN and the Respondent(s) proposal and agreements reached during negotiations.

b. **Invitation to Negotiate** – a written or electronically posted solicitation for competitive sealed replies to select one or more Respondents with which to commence negotiations for the procurement of commodities or contractual services.

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

d. **Minor Irregularities** – irregularities that have no adverse effect on FSU's interest, will not affect the amount of the ITN and will not give a Respondent an advantage or benefit not enjoyed by another Respondent.

e. **Must, Shall, Will** – The words "shall," "must," or "will" are equivalent and indicate mandatory requirements or conditions. FSU will not waive Responder's material deviation from any of the mandatory requirements.

f. **Proposal/Response** – The entirety of the Respondent's submitted proposal responses to each point of an ITN, including any and all supplemental offers or information not explicitly requested within the ITN.

g. **Respondent** - Anyone who submits a timely offer in response to this ITN.

h. **Responsible Respondent** – A Respondent who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

i. **Responsive Proposal** – A proposal, or reply submitted by a responsive and responsible Respondent that conforms in all material respects to the solicitation.

j. **Sole Point of Contact** - The Procurement Officer or designee to whom Respondents shall address any questions regarding the solicitation or award process. The sole point of contact shall be the arbitrator of any dispute concerning performance of the Contract.

k. **Successful Respondent** - The Respondent(s) or individual(s) who are the recommended recipient(s) of the award of a contract under this ITN (also synonymous with "Payee", "Offerer," "Contractor" and "Vendor"). If a Respondent is a manufacturer, its certified dealers and resellers may also furnish products under the Contract; in choosing to do so, the dealers and resellers agree to honor the Contract and the term "contractor" shall be deemed to refer to them. Unless awarded the Contract as a direct Respondent, however, dealers and resellers are not parties to the Contract, and the Respondent that certifies them shall be responsible for their actions and omissions.

l. **University** – Florida State University, Florida State University Board of Trustees is a public body corporate of the State of Florida.

III. INITIAL CONTRACT PERIOD AND RENEWAL OPTION

The contract resulting from this ITN shall be from **immediately after award of this ITN through June 30, 2018**. Two (2) consecutive one (1) year renewal periods may be authorized by the University. Any and all

renewals are subject to satisfactory performance evaluations by the agency and must be executed in advance by written instrument agreed to by both parties. All terms and conditions of the original agreement will remain in force for the renewal period. These renewals shall be valid only upon completion of a written renewal letter, provided by FSU Procurement Department, signed by the awarded contractor. Acceptance of the agreement to renew will be in the form of a new FSU purchase order issued by Procurement Department on or about July1st of each year, if the contract is to be renewed, the Athletic Department, the Contractor and FSU Procurement can discuss whether or not a price adjustment is required in order to maintain the quality of service expected by the department. If Athletics agrees to a cost adjustment, it shall not exceed the Consumer Price Index for like services.

During the lifetime of any contract created by this ITN, there is the likelihood of changes to the square footage areas appropriate for custodial services, these changes can either be an increase or a decrease in square footage. Any changes that effect the square footage and the possible staffing levels needed to provide the appropriate services will be mutually agreed upon by both parties.

FSU Athletics also reserves the right to, at any time, address the thoroughness of the cleanliness of any venue or facility covered by any contract resulting from this ITN.

The Contract Administrator, or designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or their designee, shall not have the authority to approve changes in the services which alter the contract or which call for an extension of time for this contract. Any modifications made to this ITN must be authorized by the FSU Procurement Department through a written addendum to the contract.

Parking permits (now virtual) are required on all vehicles parking in non-metered spaces between the hours of 7:30AM and 4:30PM, Monday through Friday. Permits are valid September 1st through August 31st.

https://transportation.fsu.edu/parking/parking-permits

Businesses who partner with services provided on FSU's campus are eligible to purchase a Commercial permit.

•This permit can be purchased each year for $310.50 cash or check.

•This permit allows parking in non-gated Faculty/Staff spaces, Student spaces, Service Vehicle Spaces and Loading Zones for 20 minutes.

Please Note:

•A business card is required in order to purchase this permit.

•The cost of this permit is prorated on the 1st of each month throughout the school year.

If you are in need of a Commercial Permit ("C" permit), go this link, https://transportation.fsu.edu/parking/parking-permits for information. For all other permits, visit the TAPS office located at the FSUCard Center, 104 N Woodward Avenue, and is accessible through the FSU Bookstore.

Individuals who visit campus on a regular basis are eligible to purchase a Visitors (“V”) permit.

•This permit allows parking in any non-gated Faculty/Staff spaces, Student spaces and Loading Zones for 20 minutes.

•This permit can be purchased each semester for $51.75 or daily for $3.25 cash or check.

Please Note:

•Each Visitor permit is valid for one of the following semesters and must be renewed to continue parking privileges:

◦Fall: September 1st - December 31st

◦Spring: January 1st - April 30th

◦Summer: May 1st - August 31st

•Daily visitor permits are also available for less frequent visits to campus.

IV. SOLE POINT OF CONTACT

James C. Johnson
Procurement Specialist
Procurement Services
282 Champions Way, Suite A1400
Tallahassee, FL 32306-2370
Phone: 850-644-6850
Email: jcjohnson@fsu.edu

Preliminary questions relative to the ITN document and/or process must be submitted in advance by email to the FSU sole point of contact no later than the day and time shown in the Calendar of Events as the last day to submit questions. FSU may respond to questions via an addendum that will be posted to the Procurement Services website under the Competitive Solicitations webpage. At all times it shall remain the responsibility of the Respondent participating in the ITN to check the website for postings of addenda, notices or award decisions. No further notice will be given.

Only those communications that are in writing from Procurement Services shall be considered as a duly authorized expression on behalf of FSU. Respondents may not consider any verbal instructions as an official expression on FSU's behalf. **QUESTIONS DIRECTED TO, OR ANY PROPOSALS RECEIVED FROM ANY OTHER DEPARTMENT, PERSON, AGENT, OR REPRESENTATIVE OF FSU WILL NOT BE CONSIDERED VALID OR BINDING**. Also, FSU will recognize only communications from Respondents that are signed and in writing as duly authorized expressions on behalf of the Respondent.

Respondents to this ITN or persons acting on their behalf shall not contact any employee or officer of FSU, Board of Trustees, or a University Direct Support Organization concerning any aspect of this ITN, except in writing to the Sole Point of Contact or Chief Procurement Officer or as provided in this ITN document, from the date of release of this ITN through the end of the 72-hour period following FSU's posting of the notice of intended award, in accordance with Board of Governors (BOG) Regulation 18.002. Violation of this provision may be grounds for rejecting a proposal response. If there are any changes or additions to the sole point of contact information at any time in the process, participating companies will be notified via an addendum to the ITN.

V. CALENDAR OF EVENTS

Task	Date
FSU Issues ITN	6/2/15
Mandatory Tour of Athletic Facilities, 9 A.M. **See note below for location	6/10/15
Written Questions from Respondents no later than 3 pm EST	6/15/15
FSU Issues Answers to Questions via addendum no later than 3 pm EST	6/17/15
Written Proposals Due from Respondents no later than 3 pm EST	6/24/15
Negotiations Begin on or about	6/29/15
Best and Final Offers on or about	TBD
FSU Posts Intent to Award on or about	TBD

**If applicable, site visit information outlined under the Calendar.

It shall be **MANDATORY** that each proposer be present for the Tour of Athletic Facilities on the date and the time shown in the Calendar of Events in front of the entrance to the Moore Athletic Center (Building D). A campus map can be found at this website. http://www.fsu.edu/map2007/2007-MapPRINT032500.html. The football stadium is number 100 and the Moore Athletic Center is #226 on the North side of the building complex. **Attendees are to meet promptly at 9:00 A.M. (EST).** All attendees must sign in at that time. The purpose of this visit is for all prospective proposers to acquaint themselves with the conditions and requirements of the task to be performed. Attendees will be apprised of all conditions of the requirements and should take notes if applicable. Proposers shall stay for the duration of the site visit and shall sign out when the site visit is complete. The solicitation response from a proposer who fails to attend the entire site visit or to sign in and out will be rejected. No allowances will be made for unreported conditions which a prudent proposer would recognize as affecting the work called for or implied by this proposal.

There will be a morning tour and an afternoon tour. All Respondents are required to attend both tours in order to have you response accepted or it will be automatically rejected. It is imperative that the tour begins on time as there are several venues to visit. The morning part of the tour will end approximately at 12:00 noon and there will be a one hour time period allowance for lunch (meal not provided). At the break for lunch, a time and place will be announced for reconvening the tour.

Proposer is cautioned that information released to attendees during the site visit, other than that involving the physical aspects of the facilities referenced above, and which conflicts, superseded, or adds to requirements of this ITN, must be confirmed by written addendum before it can be considered to be part of the RFP document. Proposer submitting a response otherwise does so at his or her own risk.

Unless otherwise revised by a subsequent addendum to this ITN, the dates and times by which stated actions should be taken or completed are listed above. If FSU determines, in its sole discretion, that it is necessary to change any of these dates and times, it will issue an Addendum to the ITN and issue a Notice of Addendum on the Procurement Services website. All times listed are Eastern Standard Time (EST). It is the Respondent's responsibility to check the Procurement Services website for any updates or addendums to this ITN.

VI. SPECIFICATIONS

It is the intent of this ITN that the successful Respondent will provide routine custodial services in conformance with specification requirements to maintain an environment that is clean, safe and attractive

to students, staff and visitors at all times. Vendor shall impress upon their custodial staff the importance of taking responsibility for the total appearance of the facilities as they perform cleaning tasks. Respondent performance to provide a clean, safe and attractive environment will be monitored by FSU Athletic staff and corrective action taken when required.

The University has standards of performance that are expected to be met that may not be explicitly defined in specifications. FSU Athletics desires a mutually cooperative relationship with the successful Respondent.

In general, the achievement of the desired standards as outline in specifications will result in an almost complete absence of visible soil directly after any cleaning is performed. For purposes of definition, absence of visible soil shall be as follows:

1. Absence of dust on horizontal and vertical surfaces of floors, walls (up to six feet), ledges and equipment.
2. Absence of litter and trash on floor and horizontal surfaces of equipment.
3. Absence of finger marks and spots and oil build-up on partitions, floors, dividers, etc.
4. Absence of encrustation, soil, and wax build-up on floors, particularly in corners, along edges and baseboards, around door jambs, and around furniture and equipment legs.
5. Absence of soil and stains on toilet room fixtures, drains, traps, faucets, soap and paper towel dispensers, stalls, mirrors, ledges and drinking fountains. Disinfectants shall be used to sterilize toilet room fixtures, where required.
6. Absence of litter on all furniture.
7. Absence of dust, spots, soil build-up and encrustation on furniture and equipment surfaces and legs.
8. Absence of soil, litter, dust and encrustation in urns, wastebaskets, and trash containers. Wastebaskets and any other trash receptacle to be washed as needed.
9. Absence of marks, spots, stains, and streaks on interior and exterior entrance doors and lobby glass and all partition glass.
10. Absence of marks, spots, stains, and streaks on all interior windows.
11. Absence of soil and dust on window shades, sills, frames and ledges. Absence of other visible soil and cobwebs on horizontal surfaces, including reachable ceilings.
12. Absence of trash in building. Trash shall be collected and removed to designated areas.
13. Absence of soil, litter, dust and spots from all carpets, mats and floors.
14. Absence of streaks, spots, stains on all elevators, stairwells and handrails.

Respondent Management and Employee Requirements:

Security is of utmost concern and any vendor awarded a contract shall certify that all their employees have passed a security check. A respondent shall, upon request from the Contract Administrator provide proof of any particular employee having had a security check and be able to provide the results.

1. All respondent are responsible for providing their own staffs.
2. An identification form, provided by the FSU Athletics Department, on each respondent employee will be completed by each awarded vendor and provided to the Athletic Contract Administrator.
3. All respondent employees must be easily identifiable by uniforms and identification that includes a picture of the employee when performing their duties on campus.

4. Each respondent employee must swipe time in and out for each shift (This is for attendance purposes only) (A card terminal will be provided at each venue for this purpose.
5. Identified times for custodial service are to be strictly adhered to with times to be adjusted for events specified by and only by the FSU Athletics Contract Administrator.
6. Only assigned custodial workers are authorized in each facility
7. Janitorial closets must be kept clean and organized
8. Refuse shall be disposed of in the nearest waste receptacle to the venue being cleaned identified by the FSU Athletics Contract Administrator.
9. Immediate remediation (at no cost to FSU) of any area not cleaned to standards
10. FSU Athletics reserves the right to deny access to any employee or subcontracted employee for inappropriate or unprofessional behavior.
11. Accurate invoices shall be submitted at the end of each month of completed service.
12. Regularly monthly meetings will be scheduled between the Athletic Contract Administrator and Respondent Management. They shall have walk-throughs at the discretion of the appropriate Athletic Facility's' Contract Administrator.
13. Lost access keys and/or cards must ***immediately*** be reported to the FSU Athletic Contract Administrator. Upon termination of an employee, all keys and cards must be turned in to the FSU Athletic Contract Administrator and a new key/card shall be issued to any new employee.
14. Trash bags shall never be dragged on any floor surface; leakage from any transportation of trash must be nonexistent.
15. **It shall be required that there be a minimum of two monthly scheduled site visits by the awarded respondent's manager and supervisor along with the FSU representatives of all facilities cleaned at no cost the FSU.**

Respondents Qualifications:

All Proposers must have the following documented qualifications:

1. Documentation showing that the Firm is licensed to do business in the State of Florida (Leon County vendors shall supply the notification they received exempting them from registering this fiscal year).

2. Proposer's statement that the proposer complies with all state and federal laws requiring work eligibility requirements. A description of the Proposers program for criminal background checks for its employees shall be included. The proposer shall certify that personnel assigned to FSU meet all work eligibility requirements for the State of Florida, are citizens of the United States, or aliens who have been lawfully admitted as evidenced by Immigration and Naturalization, Permanent Resident Alien Card (I-551). FSU shall have the right to examine this documentation for the vendor's personnel hired by the vendor that are approved by FSU

3. Proposer shall certify that liability insurance and workman's compensation are current and if awarded a contract, this information must be supplied on or before the first operational day under any contract covered by this ITN.

Required Submittal:

1. Describe the company history and descriptions of key management and supervisory personnel. An organization chart shall be provided indicating the names of supervisory personnel that will be assigned to the Contract. Include the names of key personnel and list their responsibilities

2. The proposer shall provide a listing of all contracts, regardless of facility size, that they have held for the past three (3) years of work. A minimum of the four most recent clients served must be included and must include the Contract Manager Contract information. Of the four required reference submittals, two may be from Florida State University contracts. Proposers shall not include any Florida State University Athletic Department contracts with the four most recent proposals, but those contracts can be included for the overall submittal.

References will be checked.

1. Respondents please remember when submitting proposals please show proof of a contract in force or one that had been in force within the past three (3) calendar years wherein similar kinds of services have been provided for facilities containing weight rooms, training facilities, athletic medical facilities and various athletic floor surfaces. Respondents may include contracts with the FSU Athletic Department for this response only.

2. Failure to submit any part of the required documentation shall be grounds for disqualification.

Questionnaire to be addressed by Respondents:

1) Describe any training/cross training program for employees of your company.
2) Describe in detail, with your response, the method or procedures your company will utilize in identifying your authorized employees that are on duty. Are ID cards available? Are pictures of employees available?
3) What do you view as the most efficient and productive method of ensuring that all required duties are performed on a daily basis? Describe in detail how your company will accomplish your methodology.
4) How do you propose FSU Athletics will be notified when a backup person is assigned during the absence of the regularly scheduled person?
5) What percentage of your employee staff is full time staff, how many are temporary employees, and how many are independent contractors? If other than those listed, please identify the source of those employees
6) How would your company handle problems that arise in the daily operation of cleaning?
   For each scenario in #6 please provide an answer, to the following questions;

a. What is the employee instructed to do in each scenario?
b. What will be the supervisor or managers response

Please respond to examples of:

- Being asked to vacuum a coach's office on a day that it is not scheduled to be vacuumed.
- Being asked to clean up a spill after that area has already been cleaned for that day.
- Being informed by one of your employees that they have to leave before their shift is over.

7) Describe the style or type of uniforms your employees will wear when working at FSU.
8) Please describe your plans to have a local office or presence in the Tallahassee area.

Cleaning Chemicals:

The following list of cleaning chemicals is approved and suggested for usage in the FSU Athletic venues in this ITN.

- Spartan Chemical NABC(Non-Acid Disinfectant Bathroom Cleaner)
- Spartan Chemical Damp Mop Floor Cleaner
- Spartan Chemical Defoamer
- Spartan Chemical Contempo H202 Spotting Solution
- Spartan Chemical CX3 Bio-Assist
- Spartan Chemical Foamy Q & Acid Disinfectant Cleaner
- Spartan Chemical Eco-lyzer Neutral Disinfectant
- Spartan Chemical Shineline Baseboard Stripper (Aerosol)
- Spartan Chemical Dust Mop/Dust Cloth Treatment (Aerosol)
- Spartan Chemical ASAP All Surface/All Purpose Cleaner
- JohnsonDiversey Extraction SC Plus Carpet Cleaner
- JohnsonDiversey Glass & Multi-Surface Cleaner
- JohnsonDiversey Show Place Floor Cleaner
- JohnsonDiversey Ultra High Speed Floor Restorer
- JohnsonDiversey Liquid Defoamer

- Respondent may propose alternative chemical products. Any proposed new chemical for use must be approved by the FSU Athletics Contract Administrator, in writing and in advance, of usage.

- The Athletic Department wishes to accommodate the Environmentally Friendly Green Initiative promoted by Florida State University in its daily operations. Respondent will be encouraged to suggest environmental friendly products after the ITN is awarded. Factors of cost and effectiveness are paramount in any decision to switch products of any kind.
- A complete description of any product plus a MSDS sheet shall be provided before any alternate product will be evaluated.
- Any alternate product shall also be tested for suitability in a designated area chosen by appropriate FSU Athletic Facility Contract Administrator before use.

For Respondents convenience these products can be purchased from the following suppliers:

All Spartan Chemical products may be purchased from Unisource (Contact Bill Smith 850-576-8873)

All JohnsonDiversey Chemical products may be purchased from Dade Paper (Contact Jeff Grove 850-339-4131)

Square Footage of the venues covered in this ITN:

The Moore Athletic Center (UCD) (226)	98,370 Sq. Feet
Doak Campbell Football Stadium Bathrooms (100)	
Doak Campbell 7th and 8th Floors (100)	1,462.5 Sq. Feet
Doak Campbell 9th Floor (225)	10,942.17 Sq. Feet
Doak Campbell Ticket Office (225)	2,263.5 Sq. Feet
Dick Howser Baseball Stadium (115) (Daily)	7,193 Sq. Feet
Dick Howser Baseball Stadium (115)	8,496 Sq. Feet
Soccer/Softball Facility (385,390,392 & 393) Main	11,128 Sq. Feet
Soccer/Softball Facility (385, 390, 392, & 393) Press	566 Sq. Feet
Soccer/Softball Facility (385, 390, 392, & 393) Public	129.72 Sq. Feet
Mike Long Track (91 & 486)	12,977 Sq. Feet
Speicher Tennis Facility (79)	1,512 Sq. Feet
Seminole Golf (Athletic Department Offices)	3,708 Sq. Feet
Morcom Aquatics (8008)	7,090 Sq. Feet
Indoor Tennis Facility (8010)	45,391 Sq. Feet
Basketball Training Center (819)	25,135.5 Sq. Feet
Total Square Footage	236,421.89 Sq. Feet

Respondents are required to fill in the cost spreadsheets of this ITN. All columns are to be filled out completely. There shall be 12 various spreadsheets submitted. Please see the list below:

Golf
Football-Game Day
IPF (Indoor Practice Facility)
Moore
UCC-Ticket Office
Howser
Soccer-Softball
Speicher
Mike Long Track
BTC (Basketball Training Center)
Indoor Tennis
Morcom Aquatics

The Special Event Cleaning shall be based upon the cost to clean the room after an event has finished. This shall be a flat fee cost.

Specific information for the EXCEL Spreadsheets:

a. The items in column "I" are rounded off from minutes to the nearest hour and minutes and therefore are for general reference point. It is advisable to use the hours of custodial hours of operation in column "C" for the computation of hourly payroll costs.
b. For column "K" row totals shall include all payroll related costs.
c. For column "L" Totals listed separately on each page:
    1. The yearly labor costs include all payroll related costs.
    2. The cleaning costs include all costs incurred in obtaining and the use of any product utilized in the cleaning of the particular venue.
    3. Any cost not included in either the Labor or cleaning cost shall be entered.

VII. AUTHORITY TO NEGOTIATE (See Attachment A)

a. Representatives of the Respondent(s) selected to participate in oral negotiation(s) shall be 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 Respondent's best and final offer. FSU will not enter into extensive contract negotiations with the selected Respondent(s) after the negotiation process has been completed. If FSU determines that a company awarded a contract based on this ITN does not honor all agreements reached during the negotiations, an as contained in the best and final offer, FSU reserves the right to immediately cancel the award and to place the company on FSU's suspended vendor list.

b. Company negotiators shall enter the negotiations prepared to speak on behalf of the Respondent's company. FSU reserves the right to immediately terminate negotiations with any company whose representatives are not empowered to, or who will not make 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.

c. Only representatives of the selected companies who are authorized to negotiate and initiate contracts shall be involved in negotiations.

VIII. CONTRACTUAL AGREEMENT

The Successful Respondent(s), if any, will enter into a contract with FSU that provides for the performance of all terms and conditions set forth in this ITN, unless FSU has agreed to accept or negotiate certain terms and conditions during the ITN. Non-negotiable terms and conditions (as indicated on Attachment C) must always be performed by the Contractor. After an award is made, the entire agreement between FSU and the successful Respondent if any, shall consist of the agreement document which shall be substantially the same as 1) the terms, conditions, and specifications of the ITN 2) the documents issued by FSU and collectively constituting the ITN and 3) the proposal document submitted by the successful Respondent.

A Sample copy of FSU's standard contractual agreement, which is the instrument used to bind the parties, is attached (see Attachment C). Any concerns with the provisions and clauses of the offered agreement should be addressed during the question and answer period sited in Section V.

The Respondent shall not alter the ITN in any way and shall not reproduce all or any part of the ITN in its offer document. The Contract, if any, resulting from this ITN shall incorporate the entire ITN by reference.

IX. EVALUATION CRITERIA

The submitted proposal responses will be evaluated on the following criteria. See Section XI under Tabular Format for specific submittal information:

a. Experience and Qualifications
b. Overall Responsiveness of Proposal to Satisfy Specifications of ITN
c. Overall Pricing
d. Questionnaire addressed by the Respondent

X. EVALUATION PROCESS

FSU will establish an Evaluation Committee comprised of representatives knowledgeable about the services and intent of the ITN to evaluate all proposals. The purpose of the Committee and evaluation process is to objectively review, discuss, and analyze submitted proposals and to narrow the list of Respondents to those firms which present the best proposal and are best qualified to provide any and all

of the services outlined in the ITN. The Evaluation Committee will evaluate and provide a consensus opinion of all initial proposals. The proposals most closely aligned with the preferred requirements or offering a solution that is determined to be desirable and in the best interest of FSU by the Evaluation Committee will be invited into the negotiation process. After initial written proposal responses have been evaluated, the following negotiation process will be utilized:

a. FSU may determine a short list of two or more companies with whom to enter into negotiations either concurrently or sequentially, whichever is in the best interest of FSU.

b. If, at the conclusion of the negotiation process, the evaluation team feels that further evaluation of an offer is not needed and is unlikely to end in a contract award to the Respondent, the Respondent may be notified that his/her participation has been terminated.

c. At the conclusion of this negotiation process, companies in whose offer FSU is still interested may be asked to submit a written best and final offer to memorialize all agreements reached during negotiations and to extend additional benefits to FSU. An invitation to submit a best and final offer is not automatic.

d. The negotiation process will stop upon submission of the "best and final" offers and companies will not be allowed to make further adjustments to their offer or communicate further with FSU, except to respond to requests for clarification from the Committee.

e. The final decision of the Evaluation Committee will be based upon the initial written response, negotiation sessions, and any best and final offers, if applicable. Award(s) shall be made to the responsive and responsible Respondent(s) whose proposal is determined to be the most advantageous to or in the overall best interest of FSU, taking into account the evaluation criteria.

FSU May:

- Reject any and all proposals or any part thereof, to waive informalities, to accept and further negotiate the proposal(s) deemed most favorable and beneficial to FSU, and to make single or multiple awards. Incomplete proposals may not be considered in the evaluation.

- Reserve the right to, but is not obligated to, request and require that each Respondent provide an in-person formal presentation of its proposal at a date and time to be mutually determined.

- Reserve the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation and other qualifications of the Respondent(s) and any subcontractors and to reject any proposal irrespective of pricing and financial terms if it is determined that the Respondent is deficient in any of the essentials necessary to assure acceptable standards of performance in the services of this ITN.

- Reserve the right to refrain from notifying the unsuccessful Respondent(s) that their proposals have not been awarded by FSU until after FSU has entered into a binding agreement with the successful Respondent(s).

- Reserve the right to require a presentation from any and all Respondents, in which they may be asked to provide or they may provide information in addition to that provided in their proposals.

FSU Will:

- Reject proposals not received by the written proposal due date/time required by the ITN.
- Reject any proposal that fails to meet mandatory specifications (i.e. functional, cost or contractual requirements) stated in the ITN.

XI. FORMATTING

a. **Response Format**

1. Submit one (1) original of the proposal in hard copy form. Submit five (5) electronic copies of the proposal on CD or PC compatible medium (USB etc.), preferably in Word®, Excel®, or PDF format. The original response shall contain the original manual signature of the authorized person signing the proposal, and the electronic copy of the proposal. Failure to include the original proposal response and all signed copies may be grounds for rejection of your proposal without further evaluation.

2. The original response, clearly marked original, and copies shall be in a standard size 3 ring binder or binders, tabbed and numbered as described below.

3. Questions and requests for information may not be rearranged, regrouped, or divided in any way.

4. All information and required submittals requested SHALL BE in hardcopy and included in your written proposal response. Proposal responses shall not refer FSU to electronic media such as websites, cd's, disks, or tapes in order to obtain the required information or submittals.

5. Information submitted that is not requested by FSU may be considered to be supplemental, not subject to evaluation by the committee members.

6. If there is any information or required submittals which due to size or binding cannot be incorporated following the proper tab, the Respondent must provide information following the numbered tab, telling the evaluation committee where the information can be found in the response.

Note: If Respondent's proposal deviates from these instructions, such proposal may, at FSU's sole discretion, be REJECTED.

b. **Tabular Format**

Proposal responses shall be tabbed and headed exactly as outlined in each section, and the required information shall be provided in the section under which it was requested by FSU. Respondents may not combine or reorganize the headings and/or requests for information, or indicate that the information will be included in another section. Additional tabs may be appended which contain any other pertinent matters that the Respondent wishes FSU to take into consideration in reviewing the offer.

Tab 1: Cover Letter/Executive Summary: A one or two page executive summary of each Respondent's proposal, including brief descriptions of the company's expertise dealing with contracts of the size and scope described in the ITN, and how the Respondent plans to address the FSU's vision for the project.

a. Provide an overview and history of your company, and experience in providing X similar in scope to those requested in Section I. of this ITN.

b. Provide a chart of the company's organization and a description of its corporate structure. Also provide the company's chain of ownership up to its ultimate parent corporation, and all subsidiaries.

Note: Any award hereunder is subject to the provisions of Chapter 112, F.S. All Respondents must disclose with their proposal the name of any officer, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all Respondents must disclose the name of any State employee who owns, directly or indirectly, an interest of five (5) percent or more in the Respondent's firm or any of its branches.

Tab 2: Completed and signed ITN Acknowledgement Form, and signed and completed acknowledgement forms for any addenda issued.

The Addenda Acknowledgement form shall be signed by a company representative, dated and returned to FSU by the date specified in Section V. for the proposal due date/time. Failure to return an Addenda Acknowledgement form issued for this ITN may be grounds for rejection of proposal response.

Tab 3: Contact name(s) and title(s) of the individual(s) responsible for the company's proposal and negotiation during this ITN process.

Tab 4: Company Experience/References: Explain how this ITN fits into your scope of expertise. Provide a list of higher education clients or other clients that you have serviced.

a. Include previous experience particularly at another institution of higher education.

b. Provide a list of current or very recent similar-type client accounts, if any, which are located in the United States. Client account information shall include contact name, address, phone number, length of service. NOTE: FSU reserves the right to contact these clients, if deemed necessary. Additionally, include the firm's key professionals involved in the account and who of that staff would be assigned to this account.

c. Number of years Agency has been established. Review and outline of services offered by respondent/agency.

d. Describe the qualifications and experience of the staff that will provide services to and be assigned to the FSU account. Provide resumes that describe the job qualifications, skill sets and experience of each staff member. Clearly indicate if subcontractors or sub-consultants will be used.

Tab 5: Detailed response to the specialized skills and services your company provides

Tab 6: Answers to Questionnaire

Tab 7: Financial Statement: Provide a Financial Statement for the most recent calendar or fiscal year.

Tab 8: Respondent shall provide four (4) references, of the four required reference submittals, two may be from Florida State University contracts. Proposers shall not include any Florida State University Athletic Department contracts with the four most recent proposals, but those contracts can be included for the overall submittal. Along with your references, the proposer shall provide a listing of all contracts, regardless of facility size, for the past three (3) years of work. A minimum of the four most recent clients served must be included and must include the Contract Manager Contract information.

Tab 9: Price sheets as specified on page 25 of this ITN

Tab 10: Value Added Functions, Features and Services. Please provide any Value added functions, features and or services that your company may be able to provide that may distinguish you from other companies.

Effective Period of Proposals. Under this ITN, Respondent's pricing shall remain firm for a period of no less than one hundred and twenty (120) days following the closing date, in order to allow time for evaluation, approval, and award of the contract. Any Respondent 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.

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

Condition and Packaging. It is understood and agreed that any item offered or shipped as a result of this ITN shall be new, or a current standard production model available at the time of this response. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

Discounts. A cash discount for prompt pay may be offered. However, such discounts shall not be considered in determining the lowest net cost for response evaluation purposes. Discounts will be computed from the date of satisfactory delivery at place of acceptance or from receipt of a correct invoice at the office specified, whichever is later. Respondents are encouraged to reflect cash discounts in the unit prices proposed.

Taxes. FSU, as an agency of the State of Florida, is entitled to the benefits of sovereign immunity including immunities from the payment of federal excise and state sales taxes on direct purchases of tangible personal property or services by the Respondent in the performance of the contracts with FSU.

a. The proposal submitted in response to this ITN should enumerate a lump sum fixed fee.

b. Provide the number of hours anticipated to complete the scope of services. Include detail as to various personnel who will be involved in the activities that will be completed during the engagement.

c. List any other categories of ancillary expenses that may be billed. Note: FSU will not reimburse for travel, meals, or lodging expenses.

XII. DELIVERY OF PROPOSALS

The original and number of copies specified above shall be mailed to the FSU Sole Point of Contact noted above. These copies must be received within Procurement Services no later than the date and time noted in the Calendar of Events. Emailed and faxed copies are not acceptable and shall be considered as an invalid response.

Note: Delivery to any other point on, or off campus is NOT acceptable and shall be grounds for rejection of the ITN.

a. All proposal responses must contain the Competitive Solicitation Acknowledgement form with a manual signature (or a facsimile) in the appropriate space on the form. Proposals must be typed except for those areas where the ITN specifically allows hand written entries. If submitted by mail, do not include more than one response in a sealed envelope or package. The face of the envelope or package shall contain the Procurement Services address as provided in this ITN, the date and time of the proposal opening and the ITN number. Proposals not submitted on any attached response form or in another specified media may be rejected. Any manual changes made to a ITN price must be initialed. All proposals are subject to the conditions specified herein. Any response that does not comply with these conditions will be rejected.

b. DO NOT ALTER THIS ITN document IN ANY WAY. The only acceptable changes or alterations to this ITN will be made in the form of addenda and issued only by FSU Procurement Services.

c. Only fully capable and responsible companies, who are in good standing with the State of Florida and FSU, who can demonstrate the ability to fulfill all specifications, and that possess the financial capability, experience, and personnel resources to provide all goods and services of the scope and breadth described in this ITN should respond.

d. The Respondent submitting the proposal warrants that, to the best of their knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish its ability to satisfy Contract obligations, should a contract be awarded.

e. **No Proposal Submitted.** If not submitting a response to this ITN, respond by returning only the ITN acknowledgement form with the statement “NO RESPONSE” written on it and a brief explanation in the space provided above. Failure to respond to a ITN by not returning a response or this acknowledgement form may result in removal of your company from the FSU’s ITN bidder database.

f. **Delivery Deadline.** The absolute deadline for receipt of sealed proposal responses is listed in Section V. The clock in the lobby of Procurement Services shall be the official timepiece for determining if a response has been received at the correct time. FSU is not responsible for lost, misdirected or mis-delivered, or late proposal packages for Respondent(s) using delivery services/carriers (i.e. USPS, FedEx, DHL, UPS, etc.).

g. **Samples**. Samples of items, when called for, must be furnished free of expense, and if not destroyed, may, upon request, be returned at the Respondent’s expense. Each individual sample must be labeled with Respondent’s name, manufacturer’s brand name and number, ITN number and item reference. A request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your proposal. If instructions are not received within this time, the samples shall be disposed of by FSU.

h. **Disqualification of Respondent**. Only one proposal response from an individual, firm, partnership, corporation or association under the same or different names will be considered.

Reasonable grounds for believing that a Respondent is involved in more than one proposal response for the same ITN will be cause for rejection of the highest proposal response in which such Respondents are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Respondents. Proposals in which the prices obviously are unbalanced will be subject to rejection.

i. **Proposal materials.** The materials submitted in response to this ITN become the property of FSU upon delivery to Procurement Services.

Important Note Regarding Initial Written Response

The determination of the companies 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 question or which indicates the company prefers to defer providing complete details until a later stage in the process, may be declared non-responsive and rejected without further evaluation or consideration**.**

XIII. RESPONSIVENESS AND RESPONSIBILITY DETERMINATION

Responsiveness Determination

A proposal response that is considered responsive is one that conforms to all essential requirements and satisfies all mandatory conditions set forth in the ITN specifications. Essential requirements and mandatory conditions can include required qualifications, necessary company resources and experience, pre-qualification requirements, and required certifications, and various other required or mandatory specifications. Section 287.012(25) F.S. defines a "responsive bid, responsive proposal, or responsive reply" as "a bid, proposal, or reply submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation." Section 287.012(26) F.S. defines a "responsive vendor" as "a vendor that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation."

Responsibility Determination

A Respondent is responsible if it can perform the contract as promised. Thus, the concept of responsibility focuses on the Respondent's trustworthiness, quality, fitness and capacity to satisfactorily perform. Determining whether a Respondent is responsible can include evaluation of the following: financial resources, performance schedule, performance record, organization and skills, equipment and facilities, and various other matters relating to the ability of a Respondent to perform the contract. Section 287.012(24) F.S. defines a "responsible vendor" as "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."

XIV. MANUFACTURER'S NAMES, APPROVED EQUIVALENTS, BEST VALUES, OR SOLUTIONS

Any manufacturers' names, trade names, brand names, or catalog numbers used in the specifications are there for the purpose of establishing and describing general performance and quality levels. Such references are not intended to be restrictive and proposal responses are invited on comparable brands or products of any manufacturer. The Respondent may propose any equivalent brand or product that meets or exceeds the specifications for an item(s). However, a Respondent shall not be allowed to offer more than one brand or equivalent products on any one item. It is the Respondent's responsibility to select the single equivalent brand or product that his/her firm sells which meets all specifications and is the lowest in cost. If a Respondent offers more than one equivalent brand or product on an item, only the equivalent brand or product offering the lowest response shall be considered. If an offer is based on an equivalent brand or product the manufacturer's name and number must be indicated on the response form. Respondent shall submit with the proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The Respondent shall also explain in detail the reason(s) why the proposed equivalent will meet the

specifications and not be considered an exception thereto. In addition, if a Respondent has more than one best value or solution for an ITN, they should base their offer on the best value or solution that meets FSU's requirements in the written phase of the ITN process. FSU reserves the right to determine acceptance of item(s) as an approved equivalent or best values and solutions. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to offer an alternative brand will be received and considered incomplete of compliance with the specifications as listed on the ITN document. The Sole Point of Contact in Procurement Services is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon FSU unless evidenced by an addendum issued by Procurement Services.

XV. INTERPRETATIONS

Respondents shall examine the ITN to determine if FSU's requirements are clearly stated. If there are any requirements that are too vague or restrict competition, the Respondent may request, in writing, that the specifications be changed. A Respondent who requests changes in the specifications must identify and describe the Respondent's difficulty in meeting FSU's specifications; must provide detailed justification for the change, and must provide a recommended change in the specifications. Any questions concerning ITN conditions and specifications shall be directed in writing to the Sole Point of Contact for receipt by the date specified in the Calendar of Events. Inquires must reference the date of ITN opening and ITN number. No interpretation shall be considered binding unless provided in writing by the FSU in response to a request in full compliance with this provision. Oral or late requests will not be valid. A Respondent's failure to request changes by the permissible date shall be considered an acceptance of FSU's specifications and a waiver of the Respondent's right to protest the ITN specifications. FSU reserves the right to determine which changes to the ITN shall be acceptable.

XVI. NONCONFORMANCE TO SOLICITATON CONDITIONS

Items may be tested and/or inspected for compliance with specifications by any appropriate testing facilities. Should the items fail testing, FSU may require the Respondents to reimburse FSU for all costs incurred by FSU in connection with the examination. The data derived from any test for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at Respondent's expense. Items delivered which do not comply with the ITN specification and items not delivered as per delivery date in the ITN and/or purchase order may result in Respondent being found in default. In which event, any and all reprocurement costs may be charged against the defaulting Respondent. Any violation of these stipulations may also result in Respondent's name being removed from Procurement Services bidder distribution list.

XVII. ADDITIONS, DELETIONS, SUBSTUTIONS

Should FSU find it necessary to supplement, modify, correct, or interpret any portion of the ITN during the ITN period, such action shall be taken by issuance of a written Addendum to the documents distributed to all known prospective Respondents.

XVIII. LEGAL REQUIREMENTS

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

XIX. LOBBYING AND GRATUITIES

It shall be a breach of ethical standards for any employee of FSU or member of FSU Board of Trustees to accept, solicit, or agree to accept a gratuity of any kind, form or type in connection with this ITN or resulting contract for commodities or services.

The Respondent shall not, in connection with this ITN or any other contract with FSU, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any FSU officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any FSU officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

Respondents are prohibited from using funds provided under contract or purchase order for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

XX. ADVERTISING

In submitting a proposal, Respondent agrees not to use the results therefrom as a part of commercial advertisement.

XXI. PUBLIC INSPECTION

All material submitted and opened becomes subject to the Public Records Law set forth in Chapter 119 F.S. This includes material which the Respondent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after ITN opening pursuant to Section 119.07, F.S. In accordance with Florida Statutes, sealed proposals, or replies received by FSU pursuant to a ITN are exempt from Chapter 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as FSU provides notice of an intended decision or until 30 days after opening the ITN proposals, or final replies, whichever is earlier.

If FSU rejects all proposals, or replies submitted in response to a ITN and FSU concurrently provides notice of its intent to reissue the ITN, the rejected proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as FSU provides notice of an intended decision concerning the reissued ITN or until FSU withdraws the reissued ITN. A proposal, or reply is not exempt for longer than 12 months after the initial notice rejecting all proposals, or replies.

XXII. COMPETITIVE SOLICITATION (ITN) AWARD

An ITN Notice of Intended Award Letter that serves as the "Notice of Intended Decision" will be posted for review by interested parties on the Procurement Services website at: http://procurement.fsu.edu/CS Decisions and will remain posted for a period of seventy-two (72) hours. Any person who is adversely effected by FSU decisions or intended decisions as detailed above in connection with this ITN, shall file a written "Notice of Protest" with the Director of Procurement Services. Failure to file a protest within the time prescribed in accordance with BOG Regulation 18.002 and FSU Regulation FSU-2.015, or failure to post the bond or other security as required in BOG Regulation 18.003, shall constitute a waiver of right to protest.

XXIII. COVERAGE AND PARTICIPATION

With the consent and agreement of the successful Respondent, and pursuant to their own governing laws, purchases may be made under this ITN by other universities, governmental agencies or political subdivisions within the State of Florida pursuant to BOG Regulation 18.001. Other entity purchases are independent of the contract between entity and awarded Respondent, and FSU shall not be a party to any transaction between the awarded Respondent and any other purchaser.

XXIV. SPECIAL ACCOMMODATIONS

It is recommended that Respondent(s) arrive approx. one (1) hour before the start time of any scheduled negotiation, presentation or mandatory site visit. Attendees must follow all FSU parking regulations. If you have questions regarding where or how to park on campus, please contact FSU Parking Services at (850) 644-5278. Any person requiring special accommodations should contact Procurement Services at 850-644-6850 and ask for the Sole Point of Contact noted in the ITN.

XXV. ADDITIONAL QUANTITIES

Unless otherwise noted in the ITN document or different terms are negotiated, for a period not exceeding ninety (90) days from the date of award of the proposal by FSU, the right is reserved to acquire additional quantities up to the amount shown on the ITN, but not to exceed $75,000, at the prices listed on the proposal response to this ITN.

XXVI. CONFLICT BETWEEN DOCUMENTS

If any terms and conditions contained within the documents related to this ITN are in conflict with any other terms and conditions therein, then the various documents comprising this ITN, as applicable, shall govern in the following order of precedence: Change Order, Purchase Order, Addenda, ITN special Terms and Conditions, ITN Specifications, General Conditions of the ITN Acknowledgement form.

XXVII. PROPRIETARY OR CONFIDENTIAL INFORMATION.

If the Respondent needs to submit proprietary information with the proposal, the Respondent shall ensure that it is enclosed in a separate envelope from the proposal and that it is clearly designated and conspicuously labeled as such. Respondents who submit proposals with information noted as proprietary or confidential may be asked to substantiate why the information is proprietary or is otherwise exempt from a public records request under Florida Law.

XXVIII. PURCHASES OF TANGIBLE PERSONAL PROPERTY – PRICE PREFERENCES TO FLORIDA VENDORS (See Attachment A – ATTESTATION OF PRINCIPAL PLACE OF BUSINESS):

Awards of Invitations to Negotiate: For purchases of tangible personal property, the 2012 Florida legislature enacted economic development laws establishing certain conditions and circumstances which, when applicable, require the granting of price preferences to businesses whose "principal place of business" is the State of Florida.

- Principal Place of Business Definition: Principal place of business is defined as location where a corporation's officers direct, control, and coordinate the corporation's activities (known as the nerve center test). In most states, corporations must report their principal place of business to the Secretary of State.
- Personal Property: When the most advantageous proposal, or the best value reply is submitted by a Respondent whose principal place of business is in a state or political subdivision outside the State of Florida, which grants a preference for the same purchase to a vendor in such state or political subdivision, as applicable, then FSU shall grant the same preference to the responsible and responsive Resident Vendor with the most advantageous proposal received, or the best value reply received pursuant to an Invitation to Negotiate.
  With respect to Proposals and Invitations to Negotiate, if the most advantageous proposal or best value reply in that state does not grant a preference to companies having a principal place of business in that state, then no price preference will be granted.
  Personal Property Definition: "Personal Property" shall be defined as goods and commodities, but not real estate, intellectual property or services.
- **IMPORTANT NOTICE:** Pursuant to Board of Governors Regulation 18.001, Respondents whose principal place of business is outside the state of Florida must include, with their proposal, or ITN response document, a written statement, signed by an attorney at law licensed to practice in the Respondent's state (referred to as their "principal place of business" in the law), detailing

geographical price preferences, if any or none, granted by the laws of that state or political subdivision.

- Note: The Respondent's principal place of business, as represented by the Respondent in its proposal or reply, may be relied upon by FSU without further inquiry. If FSU determines that a Respondent has misrepresented its principal place of business, the Respondent's proposal or reply shall be rejected.

XXIX. CERTIFICATION OF PROPOSAL

Respondent agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced ITN and any addenda thereto in the event of any award. Exceptions are to be noted as stated in the ITN. By signature on the Competitive Solicitation Acknowledgement form, the Respondent certifies that (1) proposal did not involve collusion or other anti-competitive practices, (2) Respondent 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, (3) Respondent certifies there is no employee of FSU, or whose relative has, a substantial interest in any Agreement subsequent to this ITN, (4) Respondent certifies they are not currently debarred, or suspended or proposed for debarment by any federal entity and agrees to notify FSU of any change in this status, should one occur, until such time as an award has been made under this procurement action and (5) Respondent certifies review of the ITN in its entirety and understands the terms and conditions contained herein and referenced below.

FSU's standard Insurance requirements:
http://procurement.fsu.edu/sites/default/files/media/doc/Standard Insurance Provisions.pdf

FSU's standard Purchase Order Terms and Conditions:
http://procurement.fsu.edu/sites/default/files/media/doc/Standard Terms and Conditions.pdf

The Federal Acquisition Regulations for federally funded contracts:
http://procurement.fsu.edu/sites/default/files/media/doc/Federal Acquisition Regulations.pdf

ATTACHMENT A

AUTHORITY TO NEGOTIATE

Respondent(s) selected to participate in negotiation(s) shall be required to submit written authorization satisfactory to the FSU attesting that the Respondent(s) lead negotiator is authorized to bind the company to the terms and conditions agreed to during negotiations and as contained in Respondent(s) best and final offer. Such authorization shall be a prerequisite to continuation in the ITN and negotiation process. FSU reserves the right to immediately terminate negotiations with any Respondent whose representatives are not empowered to, or who will not make decisions during the negotiation session(s). FSU may elect not to solicit a best and final offer from any Respondent whose representative(s) have been unable or unwilling to commit to decisions reached during the verbal negotiation process. FSU shall not enter into extensive contract negotiations with the selected Respondent(s) after the negotiation process has been completed. If FSU determines that a Respondent 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, FSU reserves the right to immediately cancel the award.

Person(s) authorized to negotiate in good faith on behalf of this firm for purposes of this Invitation to Negotiate are (list the lead negotiator(s) authorized to bind your company):

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

_____ Date:_____

Signature of Authorized Officer

_____

Printed Name

_____

See Excel Spreadsheet labeled as Custodial Price Package 2015

These spreadsheets should be submitted as Tab 8 (Attachment C) of your ITN Proposal

To better help the Respondent see the size and detail of what is being asked please review the Attachments.

Doak Campbell Bathroom Fixtures (Attachment D)

Facilities Catalogue (Attachment E)

ATTACHMENT B

STANDARD CONTRACT TEMPLATE

THIS CONTRACT ("Contract) is made as of the Effective Date by and between **Florida State University Board of Trustees,** a public body corporate of the State of Florida, acting for and on behalf of **Florida State University**, whose address is 222 S. Copeland Avenue, Westcott Building – Suite 211, Tallahassee, Florida 32306-1480 (hereinafter "FSU") and <Contractor Name> (hereinafter "Contractor"), a <type of Contractor, corporation, LLC, etc.> authorized to do business in the State of Florida, whose address is <insert address>. Any addenda underlying this Contract are attached hereto and are incorporated in their entirety by reference herein.

Recitals:

WHEREAS, FSU and Contractor seek to enter into this Contract for the provision of services by Contractor to FSU on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FSU and Contractor agree as follows:

1. **Effective Date.** The Contract shall be effective on the date signed by both FSU and Contractor (the "Effective Date").

2. **Scope of Services.** Contractor shall be responsible for providing <insert detail>

3. **Expiration and Renewal.** The initial term of this Contract shall expire upon: 1) completion of the Services as specified herein 2) on <insert date>, or 3) upon termination of the Contract in accordance with its terms, whichever first occurs first. This Contract may be extended if both parties agree in writing to extend the contract.

4. **Compensation.** In consideration of the timely and satisfactory performance of services in accordance with this Contract, FSU agrees to make payment to Contractor as follows:

   (a) **Fees.** FSU will pay Contractor <insert detail>

   (b) **Invoicing and Payment.** All invoices shall include FSU's Purchase Order (PO) number. At no time is a Contractor authorized to submit a PO invoice directly to an individual or the ordering department. Except where stipulated otherwise on the PO, address all invoices to:

   Florida State University
   UCA 5607 University Center
   Tallahassee, FL 32306-2391

   (c) **Direct Expenses.** Contractor shall be entitled to reimbursement for direct expenses which are defined as travel expenses such as airline expenses (coach fare), hotels, meals, taxis, car rentals (compact class), and parking. Per Diem and travel expenses shall not exceed the amounts authorized by Section 112.061, Florida Statutes. Contractor will only be reimbursed for reasonable and necessary travel expenses actually incurred in the performance of official duties in accordance with the provisions of this contract. Contractor shall not seek reimbursement for expenses not incurred; expenses provided free of charge; or expenses which will be paid or reimbursed from another source. Original itemized receipts (not credit card charge slips or statements) are required for reimbursement of travel expenses (e.g. airfare, hotel, car rental, etc.).

   (d) **Payment Terms & Interest.** The Parties agree that in accordance with Section 215.422, Florida Statutes, FSU shall pay Contractor, interest at a rate as established by Section 55.03(1), Florida Statutes, on the unpaid balance, if a warrant in payment of an invoice is not issued within forty (40) days after receipt of a correct invoice and receipt, inspection, and approval of the services. Interest payments of less than one dollar ($1)

will not be enforced unless Contractor requests payment. To obtain the applicable interest rate, please contact the University Controller's Payables and Disbursements Section at (850) 644-5021.

5. **False Claims.** The Contractor represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best of knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of Sec. 68.082, F.S., pertaining to false claims against the State, and/or Sec. 837.06, F.S., pertaining to false official statements.

6. **Payment Contingent on Appropriation.** This paragraph applies if this Contract expires in a fiscal year subsequent to the fiscal year in which the Contract is entered. The State of Florida's fiscal year comprises July 1 through June 30. FSU's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. If the Legislature fails to make the necessary appropriation, FSU will determine if there are other unencumbered funds which are available and which can be lawfully expended to pay for FSU's obligations hereunder. If FSU determines that there are no such funds, FSU shall promptly notify Contractor. The giving of notice shall be deemed to have cancelled this Contract by mutual consent, with the date of notice being the date of cancellation.

7. **Mandatory Reserve.** In the event that the Florida State Governor and Cabinet are required to impose a mandatory reserve on appropriations, FSU shall amend this Contract to place in reserve the amount determined by FSU to be necessary because of the mandatory reserve. Such amendments may provide for adjustments in the deliverable products and services as may be necessary.

8. **Restrictions on Use of Funds.** Pursuant to Sec. 216.347, F.S., no funds awarded under this contract may be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency.

9. **Termination of Contract.** This Contract may be terminated: 1) by mutual consent of FSU and Contractor; or 2) upon thirty (30) days' written notice by either FSU or Contractor with or without cause; or 3) unilaterally by FSU for cause, including without limitation, Contractor's refusal to allow access by members of the public to all documents, papers, letters and materials made or received in conjunction with the Contract that are subject to Chapter 119, F.S., and are not exempt from public inspection by Sec. 119.07(3), F.S., or by other provisions of general or special law.

10. **Contract Managers.** The Contract Managers for FSU and Contractor shall be:

For FSU:	For Contractor:
Name Title Florida State University Address Telephone: FAX: Email:	Name Title Address Telephone: FAX: Email:

11. **Coordination with Contract Manager.** Contractor shall coordinate with and assist FSU's Contract Manager in the performance of the latter's responsibilities, which include without limitation:

    (a) Monitoring the activities of Contractor.

    (b) Receiving and reviewing the reports of Contractor to determine whether the objectives of the Contract are being accomplished.

(c) Receiving and reviewing the invoices for payment of funds to assure that the requirements of the Contract have been met and that payment is appropriate.

(d) Evaluating the process used by Contractor to monitor the activities of any subcontractor or assignee, if any.

(e) Establishing the right for the Contract Manager to directly access subcontractors and assignees, if any, as the Contract Manager deems necessary.

12. **Notice.** Notice pursuant to this Contract shall be sufficient if given in writing, mailed or delivered so as to be received in the ordinary course of business by the Contract Manager for the recipient party at the address set forth above, with a copy thereof furnished by email to the recipient's email address set forth above.

13. **Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by FSU's designated Contract Manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the Contractor files with FSU a petition for administrative hearing. FSU's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Florida Board of Governors Regulations. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120. Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate court in Leon County, Florida; in any such action, Florida law shall apply. Each party shall be liable for its own costs and fees, including attorney's fees.

14. **Insurance.** Contractor and Contractor's subcontractors shall have and maintain types and amounts of insurance that at a minimum cover their exposure in performing this Contract. FSU is self-insured, and will provide its Certificate of Insurance upon request; FSU is not required to obtain additional insurance for this Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide a certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Contract. All insurance policies shall be through insurers authorized to be eligible to write policies in Florida. Contractor shall comply with specific FSU insurance provisions as prescribed at http://procurement.fsu.edu/InsuranceProvisions unless stipulated otherwise within the PO or Contract.

15. **Indemnification.** Contractor agrees to indemnify and hold free and harmless, and defend the University, the Florida State University Board of Trustees, Florida State University Officers, employees and agents from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from bodily injury or property damage or any infringement of third party intellectual property rights caused by Contractor or its officers, employees, agents and contractors, in connection with this Contract. Notwithstanding the foregoing, Contractor and its present and former partners, principals and employees shall not be liable for any special, consequential, incidental, exemplary damages or loss (or any profits, taxes, interest, tax penalties, savings or business opportunity) or any loss, damage, or liability arising from the negligence or willful misconduct of FSU.

16. **Copyright, Patents and Royalties.** The Contractor, without exception, shall indemnify and save harmless FSU and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by FSU. If the Contractor uses any design, device, or materials covered by letters, patent, trademark, copyright or other intellectual property right or other right, it is mutually agreed and understood without exception that the Contract pricing shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work. Contractor also shall indemnify and hold harmless FSU and the FSU Board of Trustees and FSU's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or

recovered against FSU by any person or persons whomsoever on account of FSU's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.

17. **Public Records Access.** FSU may immediately cancel this Contract in the event Contractor refuses reasonable public access to all documents, papers, letters, or other materials made or received by Contractor in conjunction with this Contract, unless the reports are exempt from Section 24(e) of Article I of the Florida Constitution or Section 119.07(1), Florida Statutes.

18. **Public Records, Contract for Services.** To the extent that Contractor meets the definition of "Contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

    (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

    (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

    (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, regulation, or accounting oversight body.

    (d) Meet all requirements for retaining public records and transfer, at no cost to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

    If Contractor does not comply with a public records request, FSU shall enforce the contract provisions in accordance with the contract.

19. **Equal Opportunity.** Contractor must at all times during the term of the contract be in compliance with all federal, state and local laws, rules and regulations relating to the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without race, creed, color, sex, religion, national origin, age, disability, veterans' or marital status, sexual orientation, gender identity, gender expression, or any other protected group status and the implementing rules and regulations prescribed by the Secretary of Labor are incorporated herein. The applicable sections, rules and regulations referenced above are hereby incorporated into the terms and conditions of this Contract.

    This Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), (or for construction contractors, 41 CFR § 60-4.3(a)), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

20. **Confidentiality of Information, Non-Disclosure.** Each party acknowledges that its employees may, in the performance of the Contract come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party will use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with either party unless required by law, regulation, or accounting oversight body. If Contractor is exposed to FSU's confidential information, Contractor will keep such information confidential and will act in accordance with any guidelines and applicable laws (such as FERPA and the Gramm-Leach Bliley Act). Confidential information shall not include information that is public record pursuant to Florida law (Florida Statutes Chapter 119), and FSU will respond to public records requests without any duty to give Contractor prior

notice. This provision shall survive termination of the Contract. If Contractor is providing software, FSU may create and return a copy of the software and related documentation for back up and disaster recovery purposes, and for archival purposes for use after the Contract is terminated or expires.

21. **Marks, Names, Logos, Designations.** The Contractor is not authorized to use the names, symbols, emblems, designs, colors, uniforms, logos, designations and other proprietary marks of FSU in connection with advertising, merchandising, promotion and sale of products or services without the prior written approval FSU's Office of Trademark and Licensing. Should Contractor desire to pursue the opportunity to advertise, Contractor should contract Office of University Trademark Licensing at 225 University Center, Suite C-5100, Tallahassee, FL 32306-2710; Telephone: 850-644-3141. For more information, visit: http://visualsystem.fsu.edu . For more information regarding use of the certain university emblems and logos, contact Seminole Boosters at 850-644-3484.

22. **Independent Audit.** FSU will have the right, at FSU's sole cost, to audit Contractor's fee and expense information and work product materials ("Records") using its personnel pertaining to the Contract for the preceding 12 month period. Such audit will be completed by FSU or its representatives at Contractor's office, on reasonable advance notice, and on dates and times mutually agreed to by the parties and not more than once annually. If the audit reveals Contractor owes FSU money, Contractor will pay the amount due within thirty (30) days of the date we notify Contractor of the audit results. If the audit reveals FSU owes Contractor money, FSU will pay Contractor within thirty (30) days of the date the audit is complete.

23. **Florida State University's Data.** To the extent Contractor shall have access to, use of Florida State University's data, it agrees to the provisions of this Section. "Data means any and all electronic or other information that is in the FSU's possession and control, and any and all such data that has been disclosed to Contractor. Data may include but is not limited to, information that is: (i) identified with a specific individual (e.g., "personally identifiable information" or "PII"); (ii) subject to proprietary rights under patent, copyright, trademark, or trade secret law, (iii) privileged against FSU in a civil lawsuit (e.g., data subject to attorney – FSU or doctor-patient privileges); (iv) subject to laws, regulations, rules, or standards that prohibit or limit Florida State University (e.g., the family Educational Rights and Privacy Act (FERPA), the Export Administration Act (EAR), the International Traffic in Arms Regulations (ITAR), or the Health Insurance Portability and Accountability Act (HIPAA), the Genetic Information Nondiscrimination Act (GINA)); or (v) ought in good faith to be treated as sensitive, proprietary, or confidential.

24. **Prohibition of Unauthorized Use of Data.** Contractor agrees to hold data in strict confidence. Contractor shall not use or disclose data received from or on behalf of Florida State University except as required by law, regulation, accounting oversight body, or as otherwise authorized in writing by FSU. Similarly, Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Contract. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor, or passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by FSU.

25. **Security Standards.** C Contractor agrees that it shall protect the data it receives from or on behalf of FSU at all times. Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information, or any other event requiring such notification ("Notification Event"). FSU may, in its sole discretion, choose to provide notice to any or all parties affected by a Network or Data Breach, but Contractor shall reimburse FSU for the cost of providing such notification. Contractor further agrees to provide, or to reimburse FSU for its costs in providing, any credit monitoring or similar services that are necessary as a result of any Network or Data Breach.

26. **Conflict of Interest.** Contractor certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between its corporation other than the relationships which have been previously disclosed to FSU in writing and (ii) Contractor has not been an employee of any component institution of FSU within the immediate twelve (12) months. Any violation

of this conflict of interest policy will result in immediate cancellation of this Agreement in addition to a potential debarment of Contractor from doing business with FSU.

27. **Non-Agency Contractor.** If Contractor is not an agency of the State of Florida, Contractor guarantees that no individual shall render service under this Contract who is also being paid in any capacity by the State of Florida, except the service of such an individual may be utilized when Contractor can clearly establish that such service is being rendered at such times and locations as to be apart from all obligations of said individual to the State.

28. **Independent Contractor Status.** Contractor is an independent contractor and this Agreement does not form a joint venture or partnership. FSU will not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will FSU furnish any medical or retirement benefits or any paid vacation or sick leave. Contractor is responsible for conduct of business operation, including employee salaries, travel, etc.

29. **Tax.** FSU is exempt from State sales and use tax.

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

31. **Survival.** All obligations of the parties under the terms of this Contract as of the date of termination shall survive such termination.

32. **Discrepancy of Contract terms.** Should any terms or condition of this Contract or application thereof to any person or circumstance be held invalid, such invalidity shall not affect other terms, conditions, or applications of the agreement which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Contract are declared severable.

33. **Assignment.** Contractor may not assign or subcontract all or any portion of this Contract without the advance written consent of FSU.

34. **Modification of Contract.** This Contract may not be modified unless in writing signed by FSU and Contractor.

35. **Contract Construction.** FSU and Contractor waive application of the principle of contract construction that ambiguities are to be construed against a contract's drafter, and agree that this Contract is their joint product.

36. **Headings.** The headings throughout the Contract and Addendum(s) are for reference only and are not given legal effect.

37. **Waiver.** Failure of any party to timely enforce any of the terms or provisions of the Contract shall not constitute a waiver of any such terms or provisions in the future; such terms and/or provisions shall continue in full force and effect.

38. **Severability.** If any provision of the Contract and Addendum(s) is declared unenforceable or invalid, the remaining provisions will remain in force.

39. **Governing Law and Venue.** The Contract shall be governed by the laws of the State of Florida, and venue for purposes of any action brought to enforce or construe the Contract shall lie in Leon County, Florida.

40. **Attorney Review.** FSU and Contractor acknowledge that they have had their respective attorneys review and approve this Contract or that they have had the opportunity to do so.

41. **Entire Contract.** This Contract as amended, its Attachments, and ITN #, represent the entire contract between the parties, and supersede any and all prior agreements, negotiations and proposals, written or oral, relating to the subject matter. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same as noted above.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first set below above.

FSU:	**CONTRACTOR:**
THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, a public body corporate, acting for and on behalf of THE FLORIDA STATE UNIVERSITY	CONTRACTOR NAME
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to form and legality on behalf of Florida State University, Office of the General Counsel.

By: _____

Approved on behalf of Florida State University Procurement Services.

By: _____

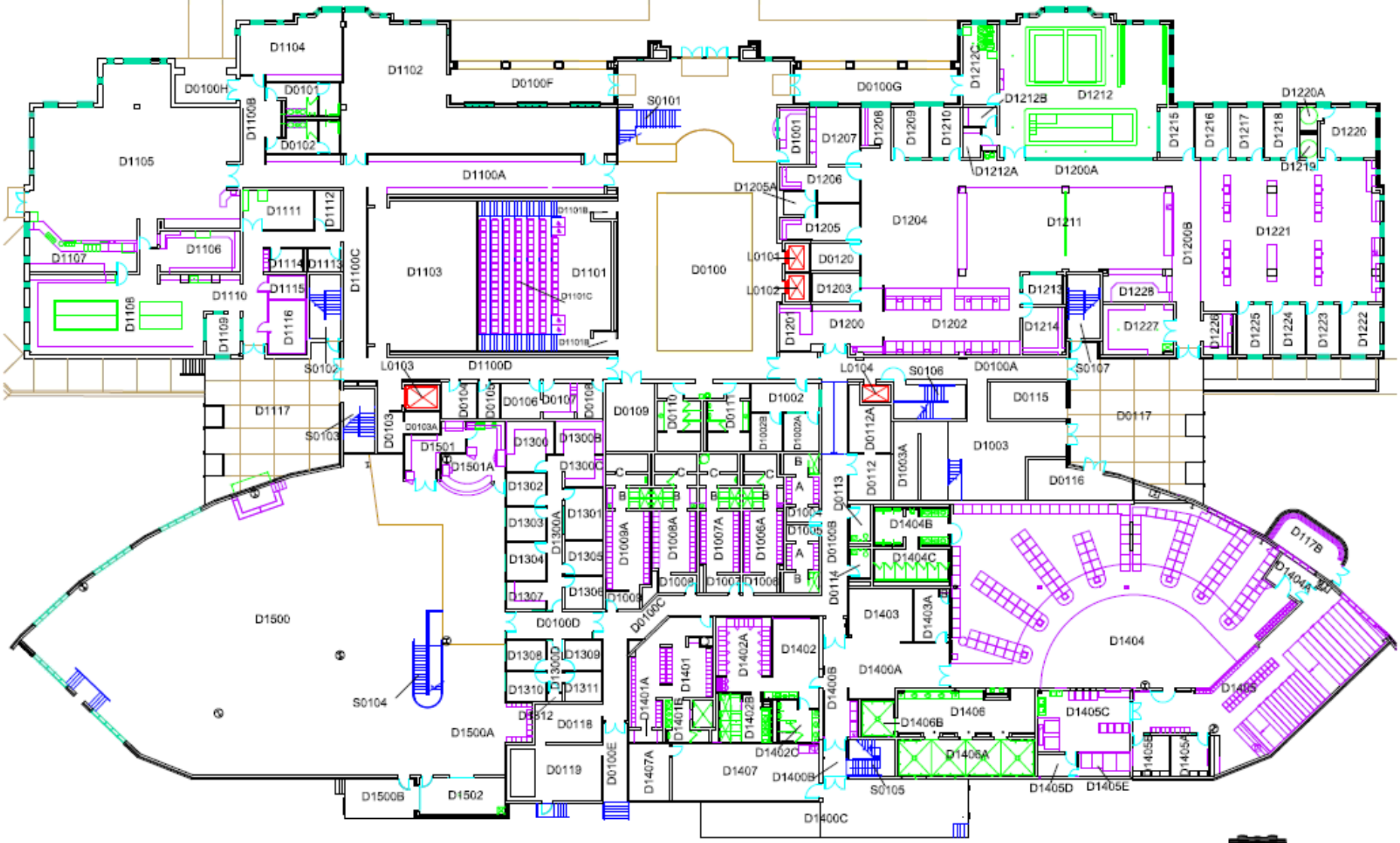
Location	G	Wall	Floor	Ceiling	Stalls	Handicap	Stall Material	Sinks	Urinals	Light Fixtures Florescent	Light Fixtures Other	Paper Towels	Soap Dispensers	Baby Changing Stations	Mirrors
Women's E101	W	PCB	PC	M	17	B	RP	11	0	24	0	7	6	0	11
Men's E104	M	PCB	BF	DW	2		L	1	0	4	0	1	1	0	1
Women's E105	W	PCB	BF	DW	2		L	1	0	4	0	1	1	0	1
Men's E106	M	PCB	PC	DW	4		L	8	15	8	0	5	5	0	4
Women's E107	W	PCB	PC	DW	19		L	8	0	8	0	4	4	0	4
Men's E108	M	PCB	PC	DW	6		L	8	17	12	0	5	4	0	4
Women's E109	W	PCB	PC	DW	23		L	8	0	12	0	4	4	0	4
Men's E110	M	PCB	PC	DW	6		L	8	17	12	0	5	6	0	4
Women's E111	W	PCB	PC	DW	23		L	8	0	12	0	4	4	0	4
Women's 104	W	PCB	PC	M	9	B	RP	6	0	12	0	5	4	0	6
Men's 103	M	PCB	PC	M	4	B	RP	6	5	12	0	5	5	0	6
Women's 116	W	PCB	PC	M	9	B	RP	5	0	12	0	5	4	0	6
Men's 114	M	PCB	PC	M	4	B	RP	5	5	12	0	5	4	0	5
Women's W101	W	PCB	BF	DW	2		L	1	0	4	0	1	1	0	1
Men's W102	M	PCB	BF	DW	2		L	1	0	4	0	1	1	0	1
Women's W103	W	PCB	PC	DW	23		L	8	0	12	0	4	4	0	4
Men's W104	M	PCB	PC	DW	6		RP	8	18	12	0	4	4	0	4
Women's W105	W	PCB	PC	DW	23		L	8	0	12	0	4	4	1	4
Men's W106	M	PCB	PC	DW	6		L	8	18	12	0	5*	4	0	4
Women's W107	W	PCB	PC	DW	19		L	8	0	8	0	4	4	1	4
Men's W108	M	PCB	PC	DW	4		RP	8	15	12	0	4	4	0	4
Women's W109	W	PCB	PC	M	17	B	RP	11	0	24	0	7	6	1	11
Women's E202	W	PCB	PC	M	3			3	0	6	0	3	3	0	3
Men's E203	M	PCB	PC	M	3	B		3	0	6	0	3	3	1	3
Men's E205	M	PCB	PC	M	10		RP	9	18	28	0	4	5	0	9
Women's E206	W	HP	BF	M	20		RP	10	0	16	0	5	5	1	7
Men's E208	M	HP	BF	M	12		RP	12	13	16	0	6	6	1	6
Women's E209	W	HP	BF	M	24		RP	12	0	16	0	6	6	1	5
Men's E212	M	HP	BF	M	10		RP	10	11	16	0	5	5	0	5
Women's E213	W	PCB	PC	M	24			9	0	28	0	4	4	0	9
Women's E215	W	PCB	PC	M	24		RP	9	0	28	0	4	5	0	9
Men's 202	M	PCB	PC	M	6	B	RP	10	7	18	0	5	4	0	10
Women's 204	W	PCB	PC	M	13	B	RP	10	0	18	0	6	5	0	10
Men's 209	M	PCB	PC	M	6	B	RP	10	7	18	0	6	5	0	10
Women's 211	W	PCB	PC	M	13	B	RP	10	0	18	0	6	5	1	10
Men's W201	M	PCB	PC	M	10		RP	9	18	28	0	4	4	0	9
Women's W203	W	PCB	PC	M	24			9	0	28	0	4	5	0	9
Women's W204	W	HP	BF	M	20		RP	10	0	16	0	5	5	1	5
Men's W206	M	HP	BF	M	12		RP	12	13	16	2	6	4	0	6
Women's W208	W	HP	BF	M	24		RP	12	0	12	2	6	6	1	6
Men's W210	M	HP	BF	M	10		RP	10	11	16	2	5	5	0	5
Women's W211	W	PCB	PC	M	24		RP	9	0	28	0	3	5	1	9
Women's W212	W	PCB	PC	M	3			3	0	6	0	3	3	0	1
Men's W213	M	PCB	PC		3			3	0	6	0	3	3	1	3
Totals					528			338	208	632	6	187	185	12	246

M	20
F	24

Wall
PCB = Painted Cinder Block
HP = Hard Plastic Wall

Floor
BF = Grippy Floor (like at baseball)
PC = Painted Concrete

Ceiling
M = Metal
DW = Drywall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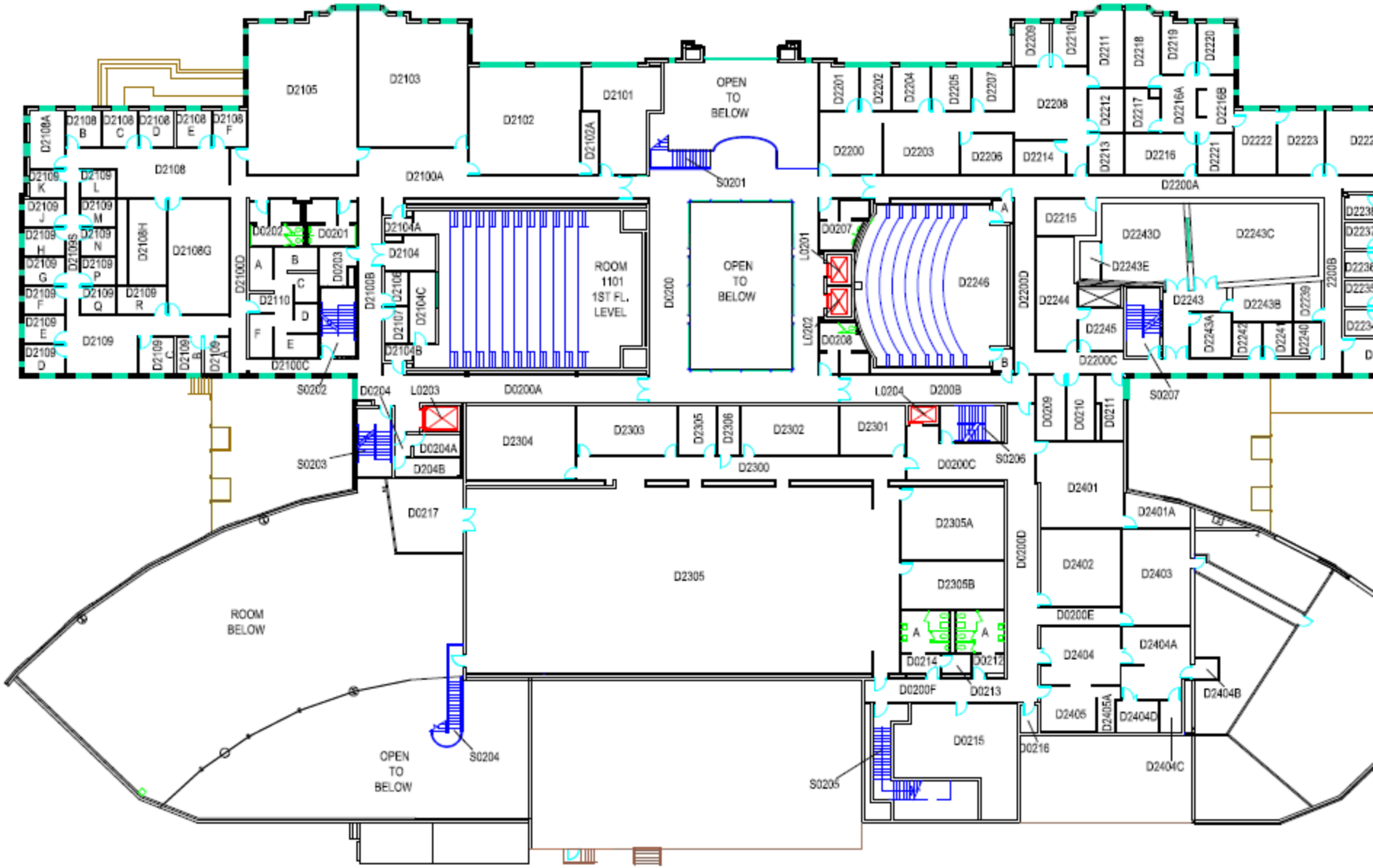
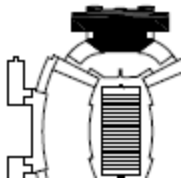
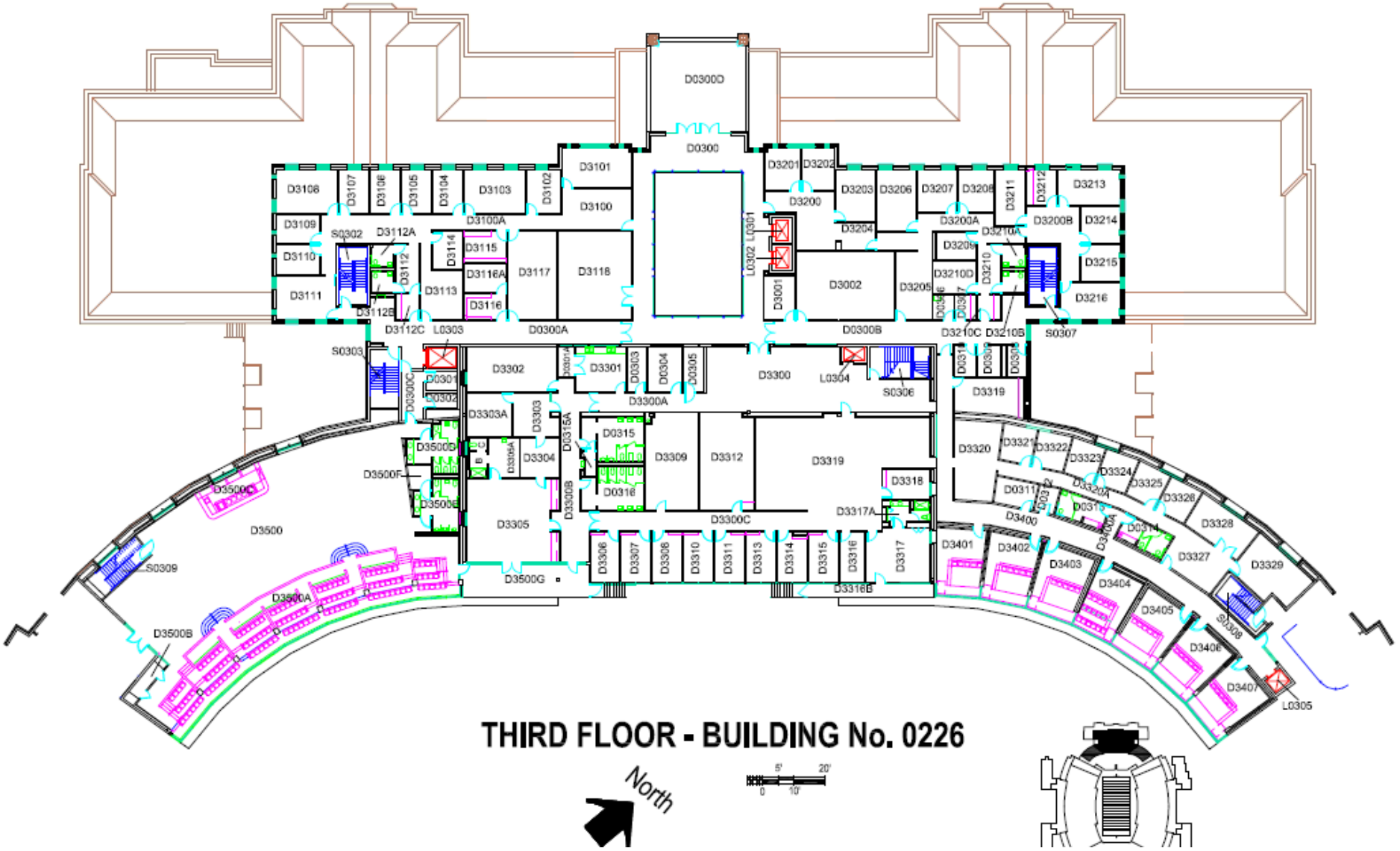
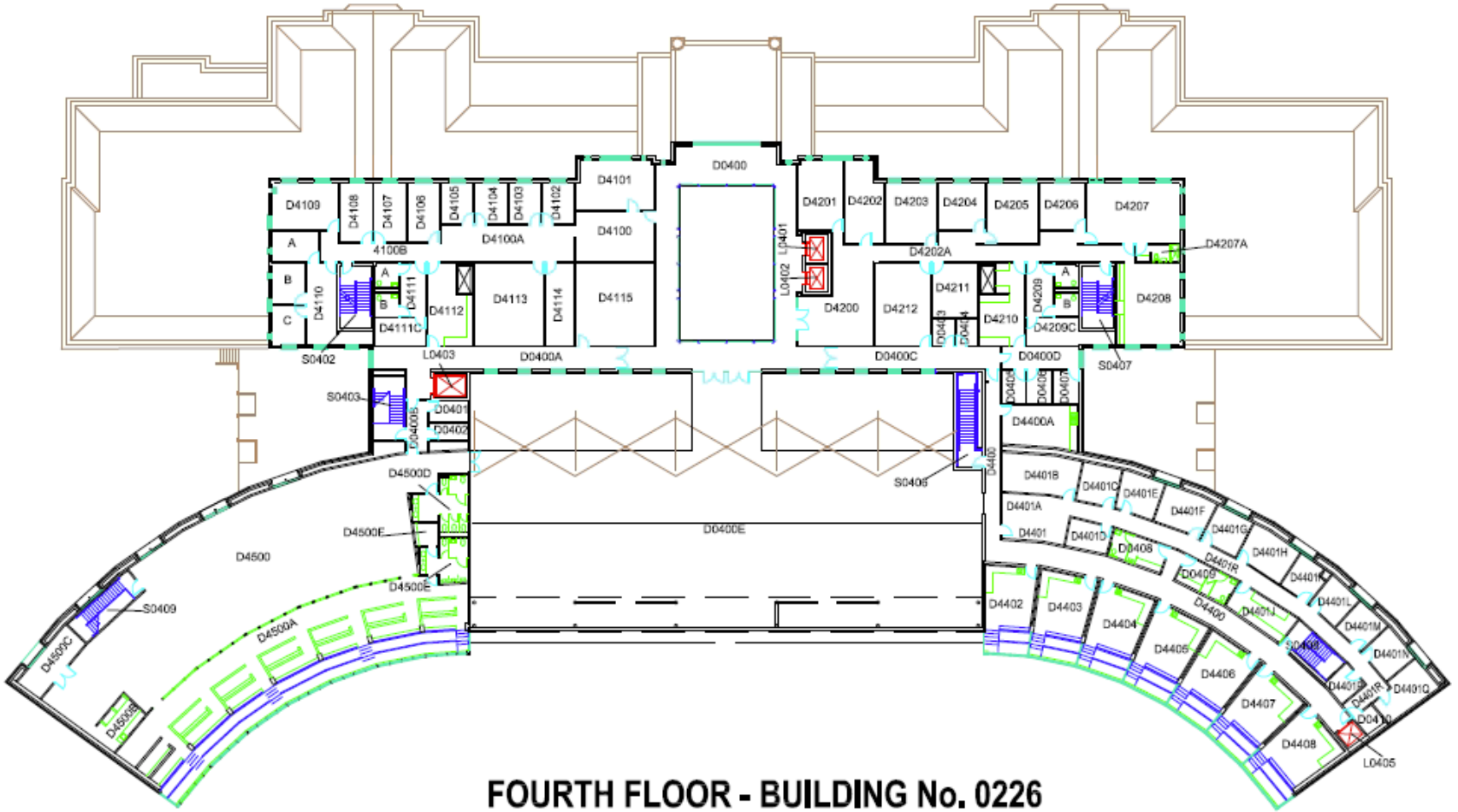
FIRST FLOOR - BUILDING 0226
North
5'
20'
0
10'
KEY



SECOND FLOOR - BUILDING No. 0226



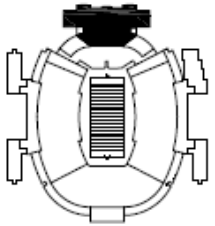

D0300D
D0300
D3101
D3100
D3100A
D3108
D3107
D3106
D3105
D3104
D3103
D3102
D3109
D3110
D3111
S0302
D3112A
D3112
D3112B
D3112C
L0303
D3114
D3115
D3116A
D3116
D3117
D3118
D0300A
S0303
D3300C
D0301
D0302
D3302
D3303A
D3303G
D3500D
D3500F
D3500E
D3500C
D3500
S0309
D3500A
D3500B
D3500G
D3305A
D3304
D3305
D3315A
D3300B
D0315
D0316
D3309
D3312
D3319
D3318
D3317A
D3300C
D3316B
D3306
D3307
D3308
D3310
D3311
D3313
D3314
D3315
D3316
D3317
D3301
D0314
D0303
D0304
D0305
D3300A
D3300
L0304
S0306
D3201
D3202
D3200
D3203
D3206
D3207
D3208
D3211
D3212
D3213
D3200A
D3200B
D3214
D3204
D3210A
D3209
D3210
D3215
L0302
L0301
D3001
D3002
D3205
D3210D
D3216
D0300B
D3210C
D3210B
S0307
D3311
D0309
D0308
D3319
D3320
D3321
D3322
D3323
D3324
D3325
D3320A
D3328
D0311
D0310
D3400
D3400A
D3401
D3402
D3403
D3404
D3405
D3327
D3329
S0308
D3406
D3407
L0305
THIRD FLOOR - BUILDING No. 0226
North
5'
20'
0
10'



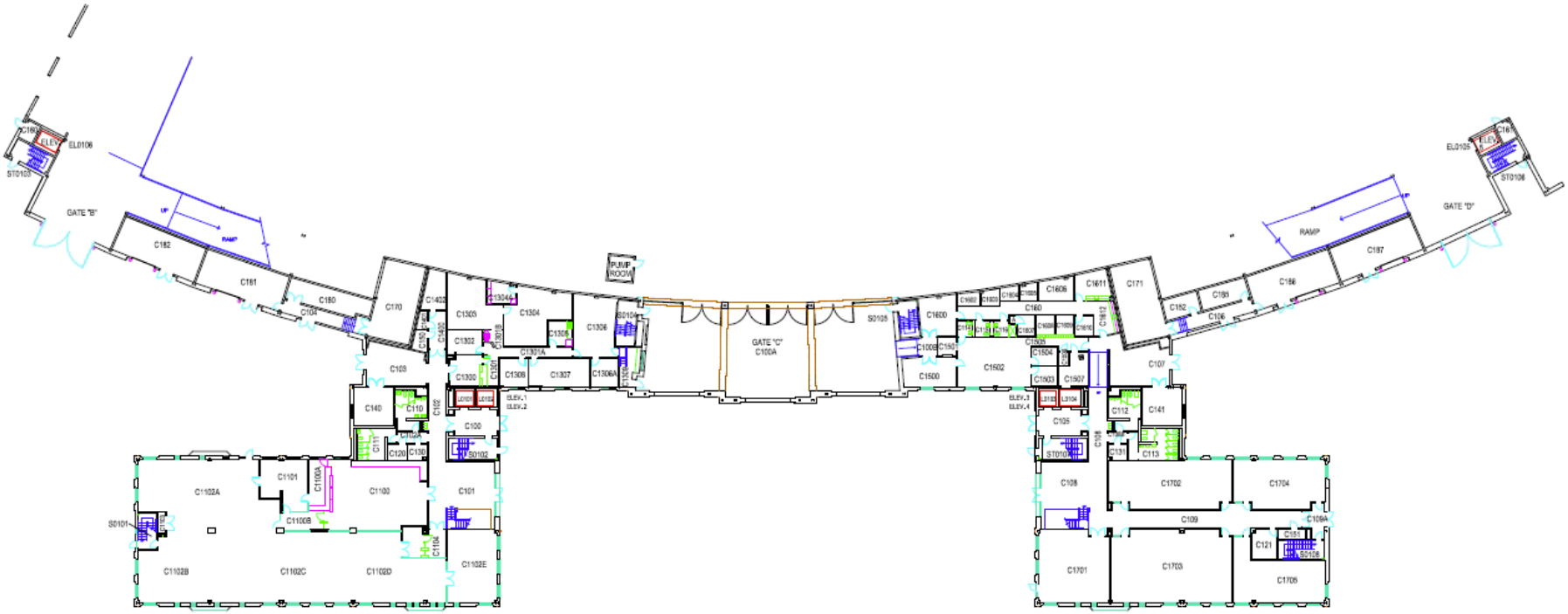
FOURTH FLOOR - BUILDING No. 0226

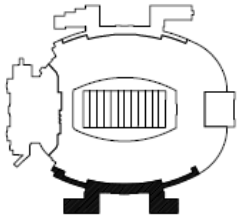
North

5' 20'
0 10'



KEYPLAN



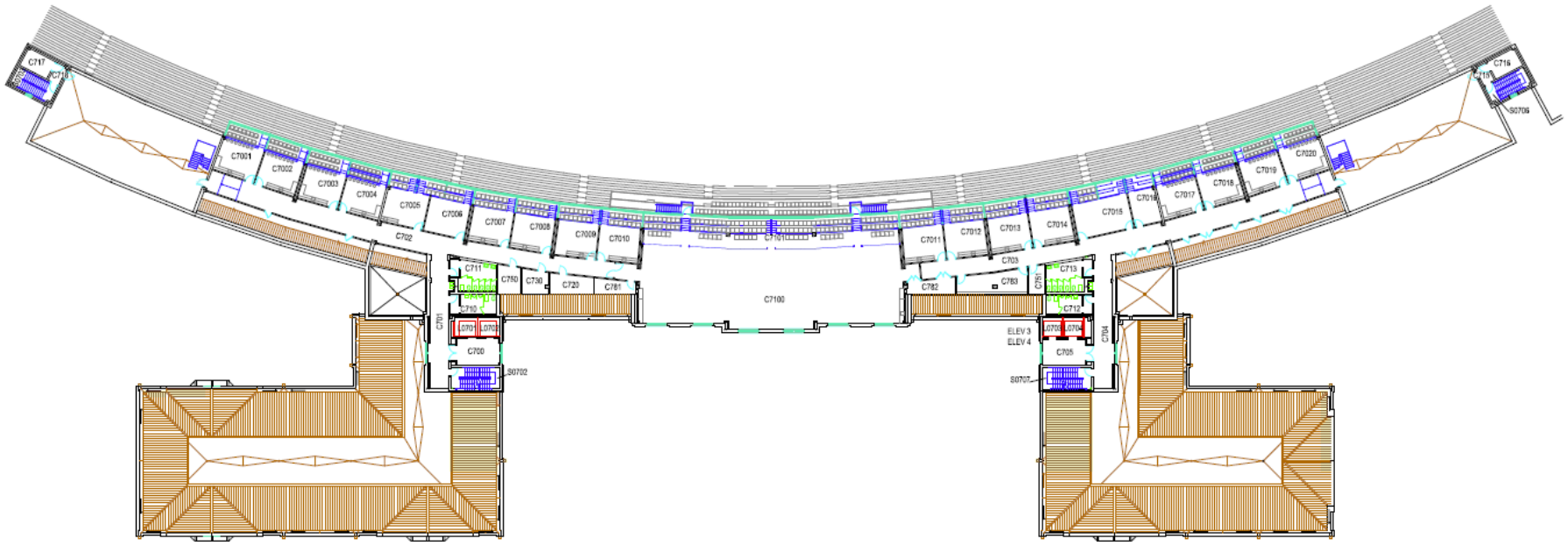


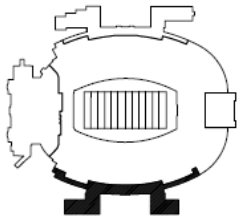
KEY

FIRST FLOOR

North

0 5' 10' 20'



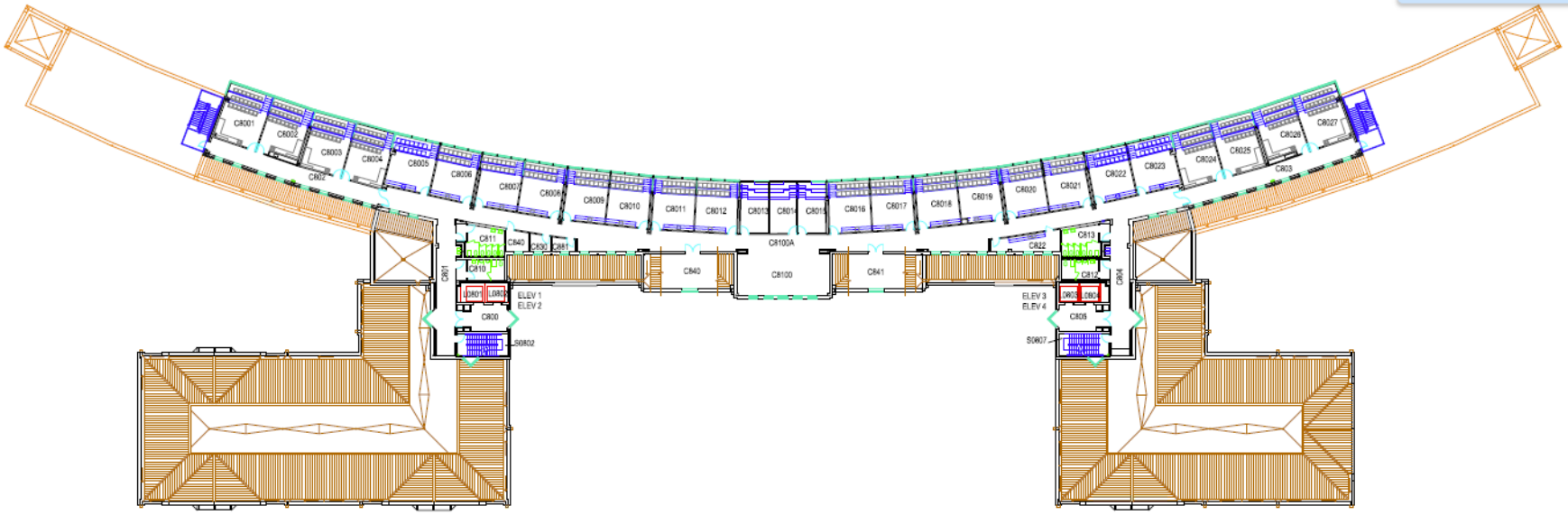


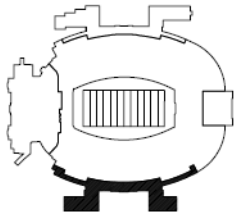
SEVENTH FLOOR

North

0 5' 10' 20'

features.



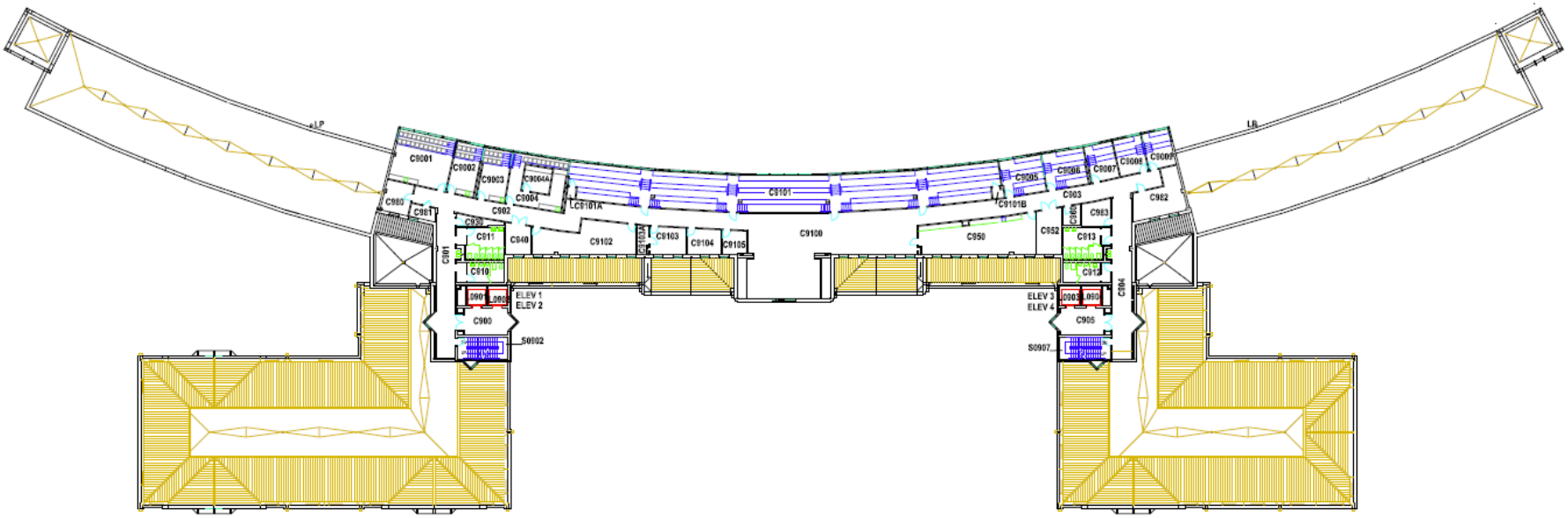


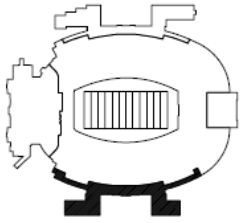
KEY

EIGHT FLOOR

North

0 10' 20'





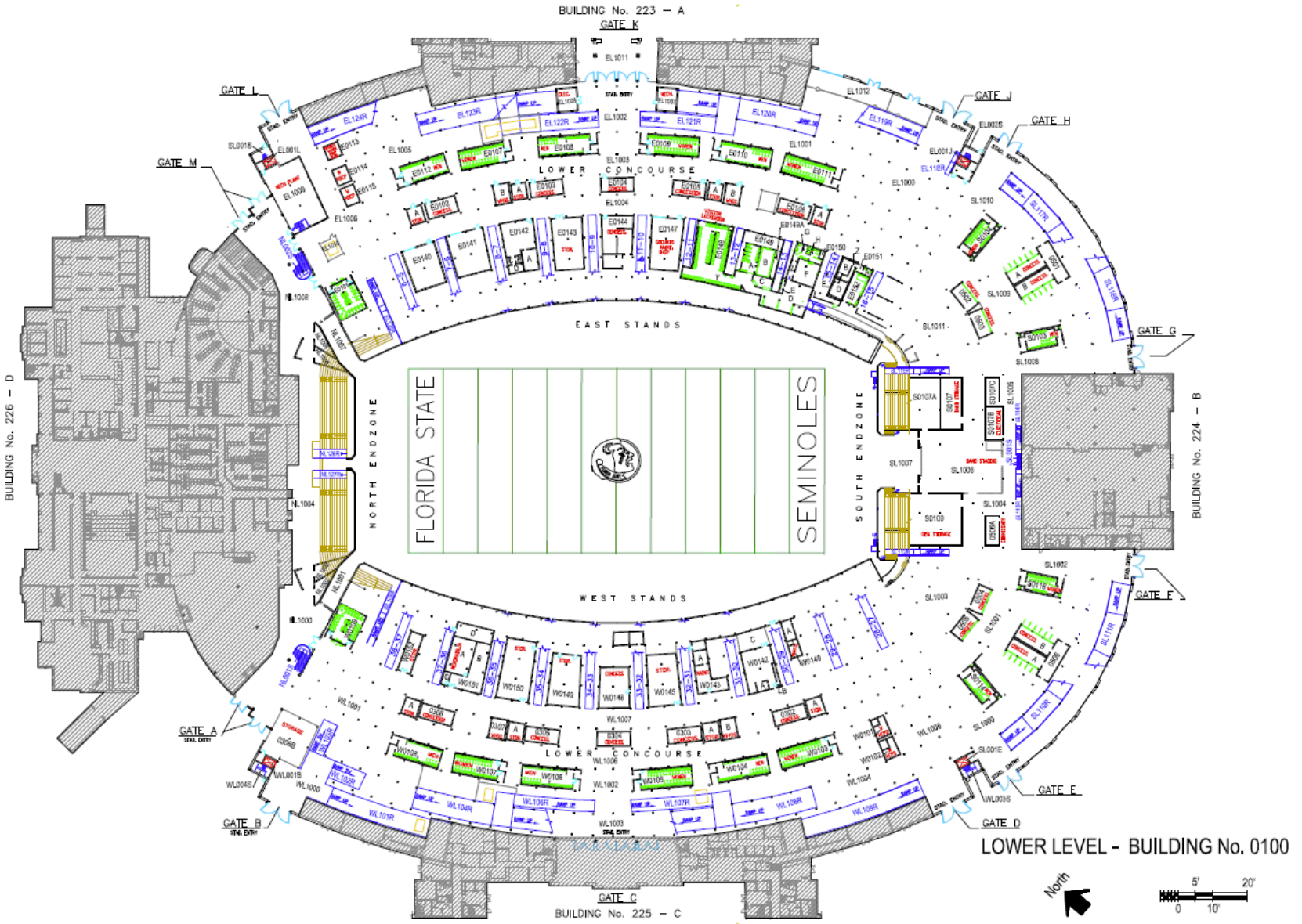
KEY

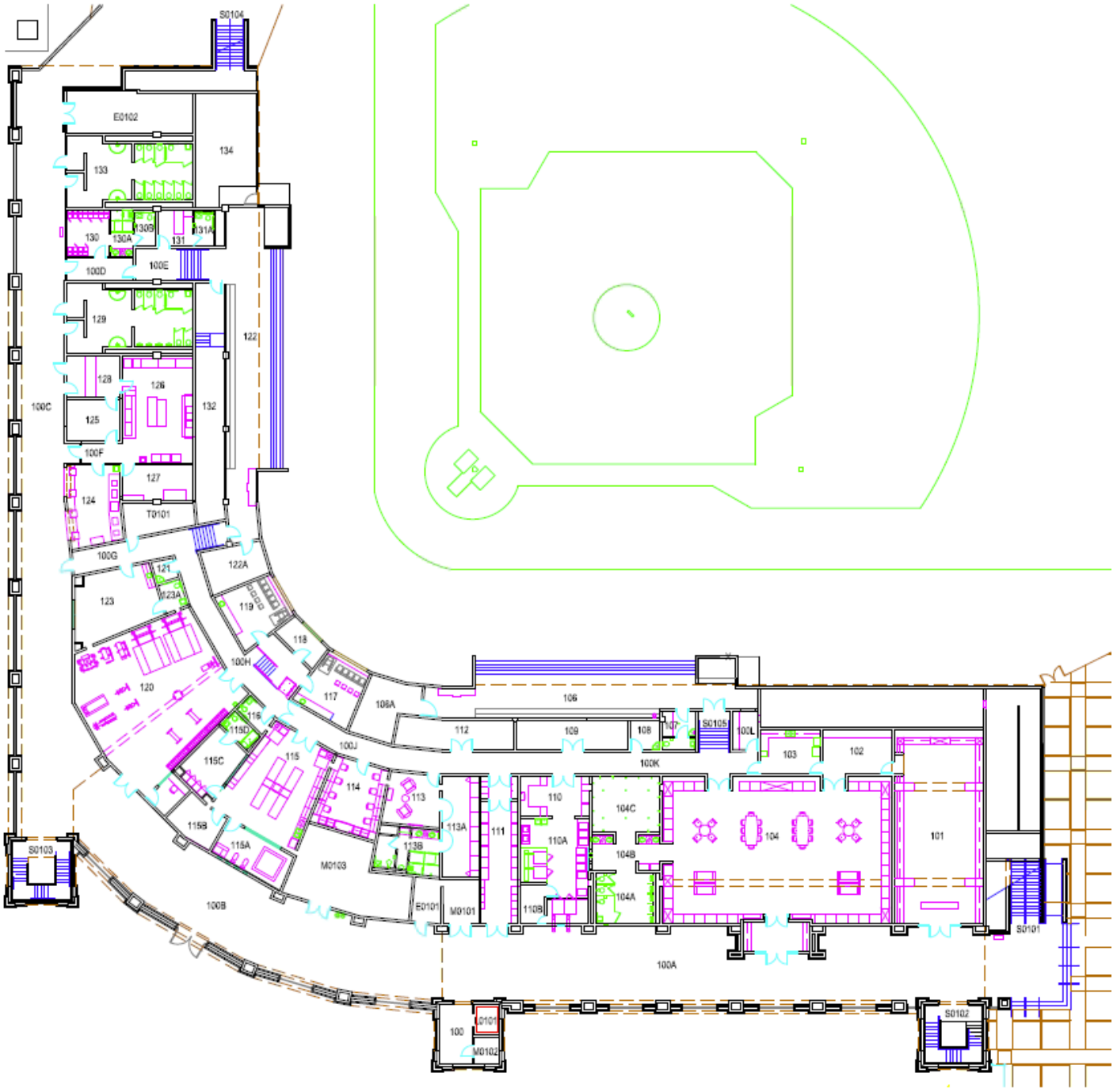
NINTH FLOOR

North

0 5 10 20

BUILDING No. 223 – A
BUILDING No. 226 – D
BUILDING No. 224 – B
BUILDING No. 225 – C
MIDDLE CONCOURSE
EAST STANDS
WEST STANDS
NORTH END ZONE
SOUTH END ZONE
FLORIDA STATE
SEMINOLES
CENTER LEVEL - BUILDING No. 0100
North
5'
20'
0
10'


BUILDING No. 223 – A
GATE K
GATE L
GATE M
GATE J
GATE H
GATE G
GATE F
GATE E
GATE D
GATE C
GATE B
GATE A
BUILDING No. 226 – D
BUILDING No. 224 – B
BUILDING No. 225 – C
LOWER CONCOURSE
EAST STANDS
WEST STANDS
NORTH ENDZONE
SOUTH ENDZONE
FLORIDA STATE
SEMINOLES
LOWER LEVEL - BUILDING No. 0100
North
0
10'
20'


S0104
E0102
134
133
130
130A
130B
131A
131
100E
100D
129
122
128
126
132
100C
125
100F
127
124
T0101
100G
121
122A
123
123A
119
118
100H
120
117
106A
106
116
115D
112
109
108
107
S0105
100L
100J
115C
115
100K
103
102
114
113
110
104C
115B
113A
111
104
101
115A
113B
110A
104B
S0103
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E0101
M0101
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100B
100A
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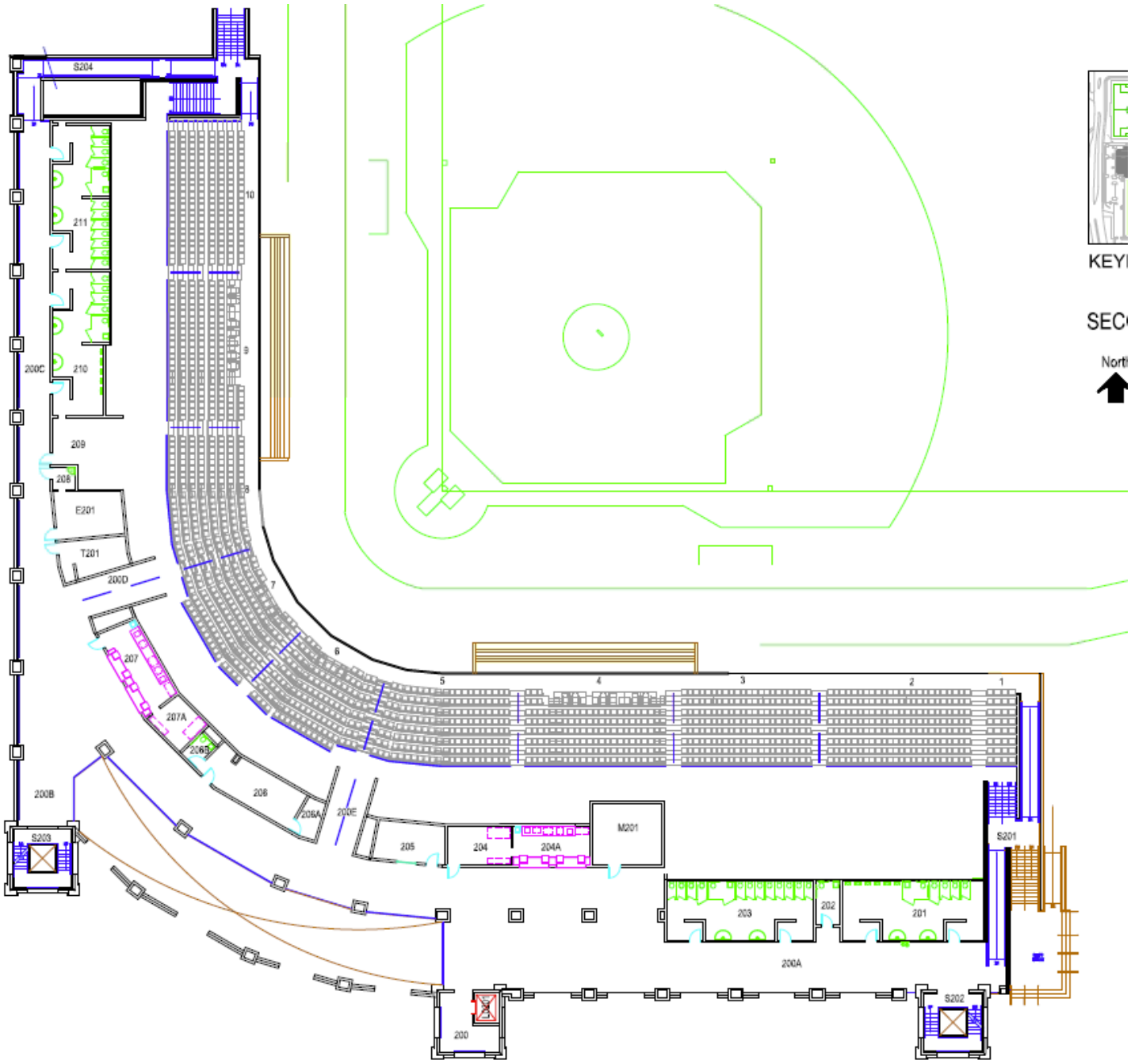
D101
M0102
S0102


S204
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E201
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200C
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206B
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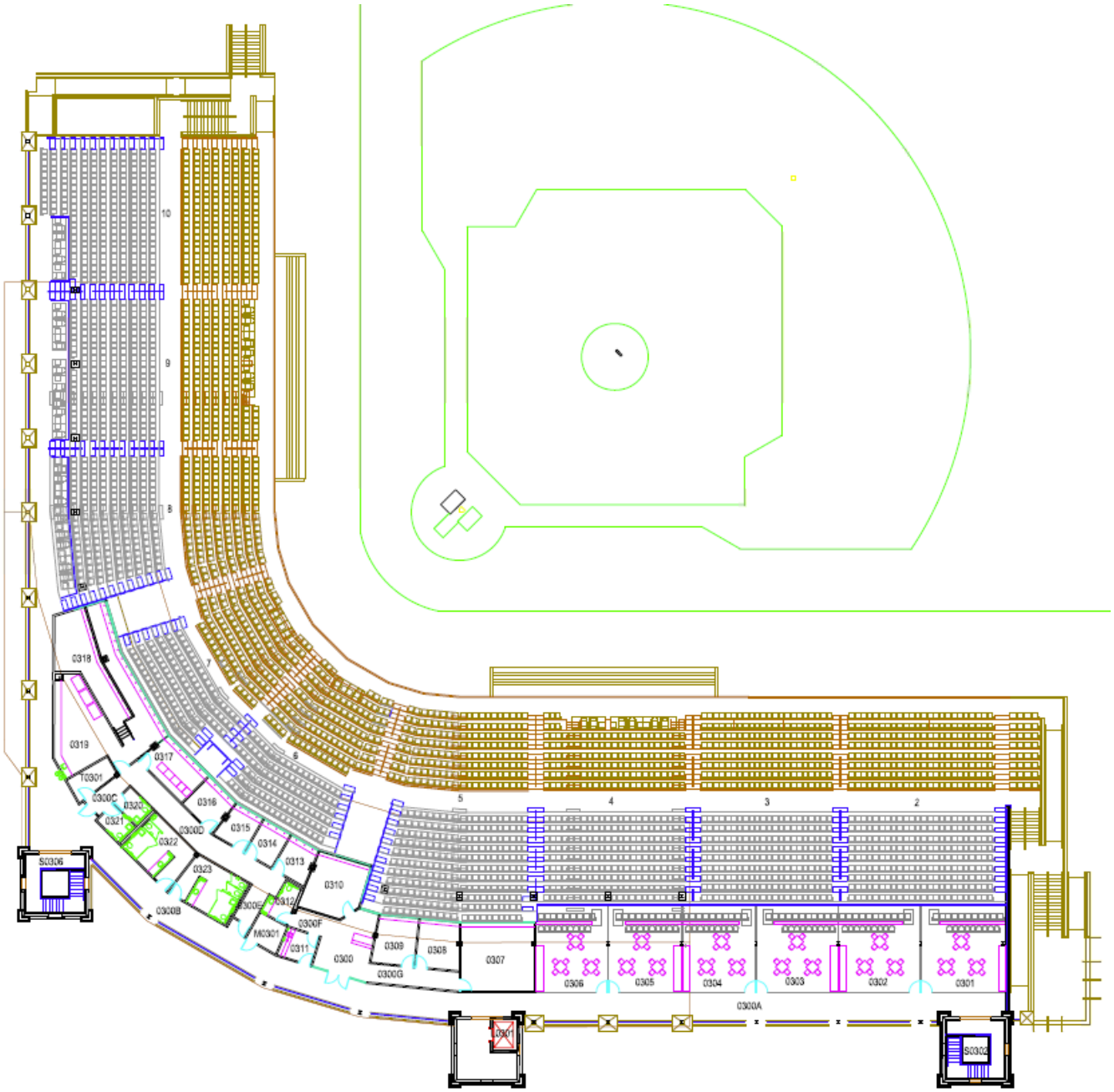
206A
200E
200B
S203
205
204
204A
M201
S201
203
202
201
200A
200
S202
KEY
SEC
Nort


10
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0301
0300A
0300B
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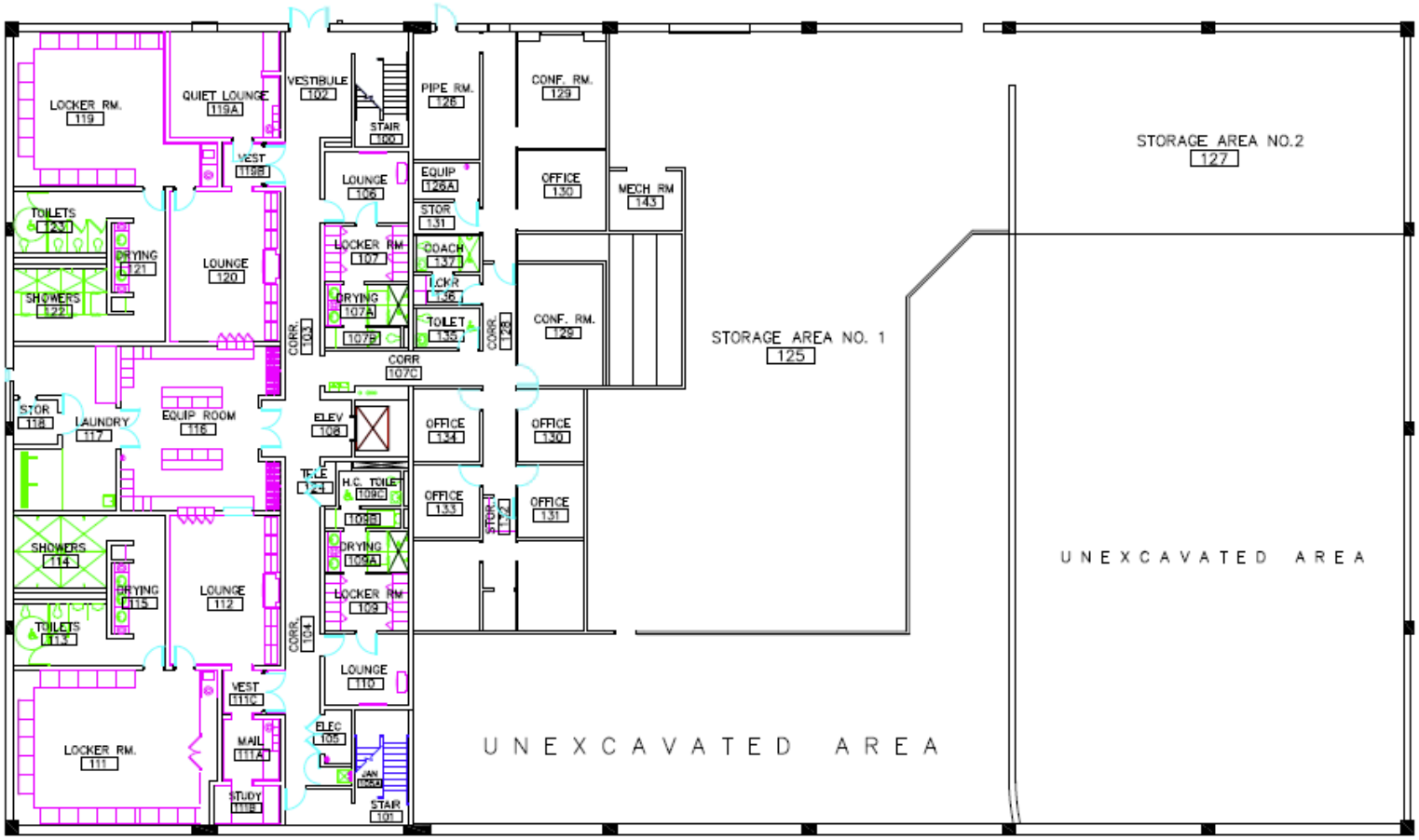
S0301
S0302

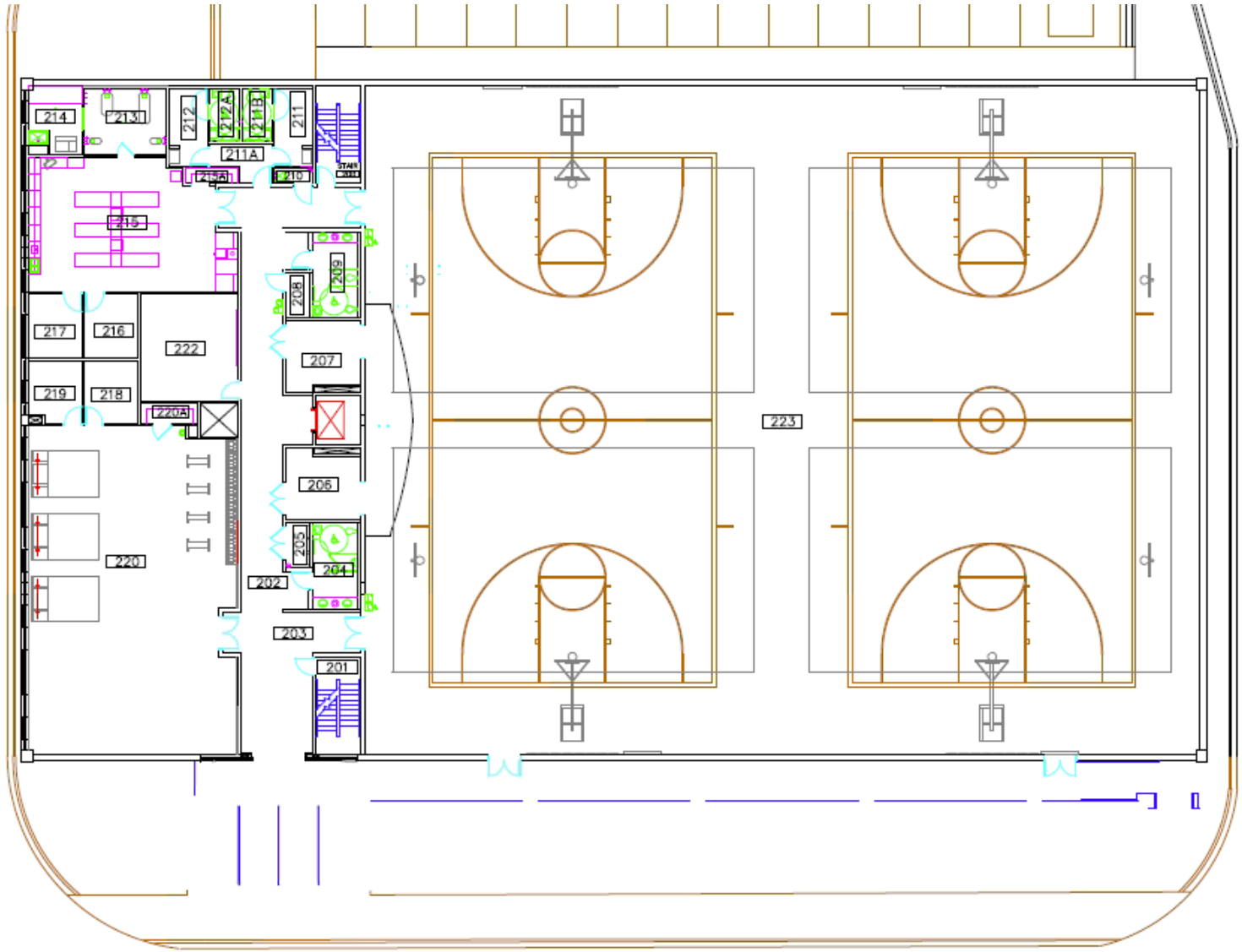


FIRST FLOOR

North

5' 20'

0 10'

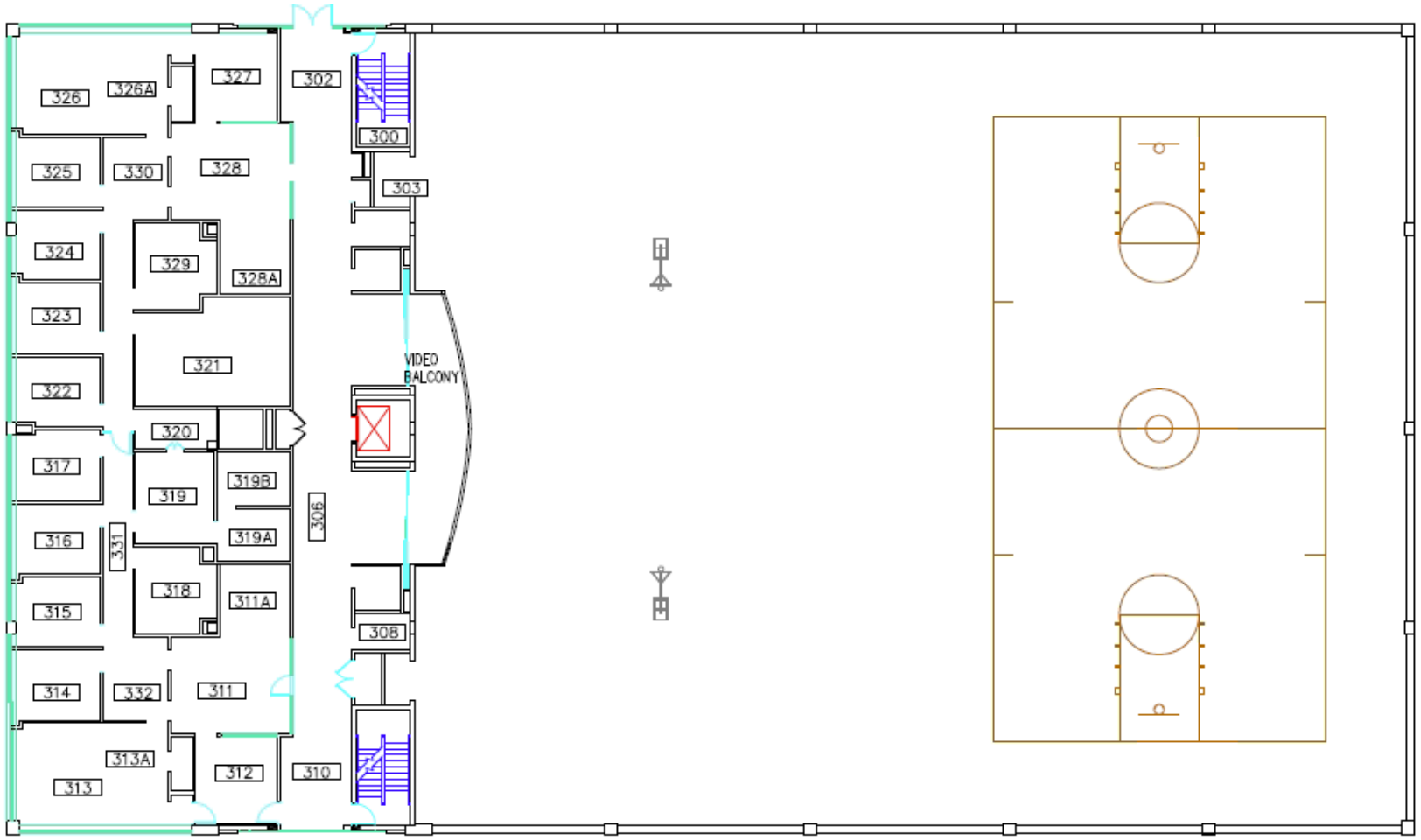


SECOND FLOOR

North

5' 20'

0 10'

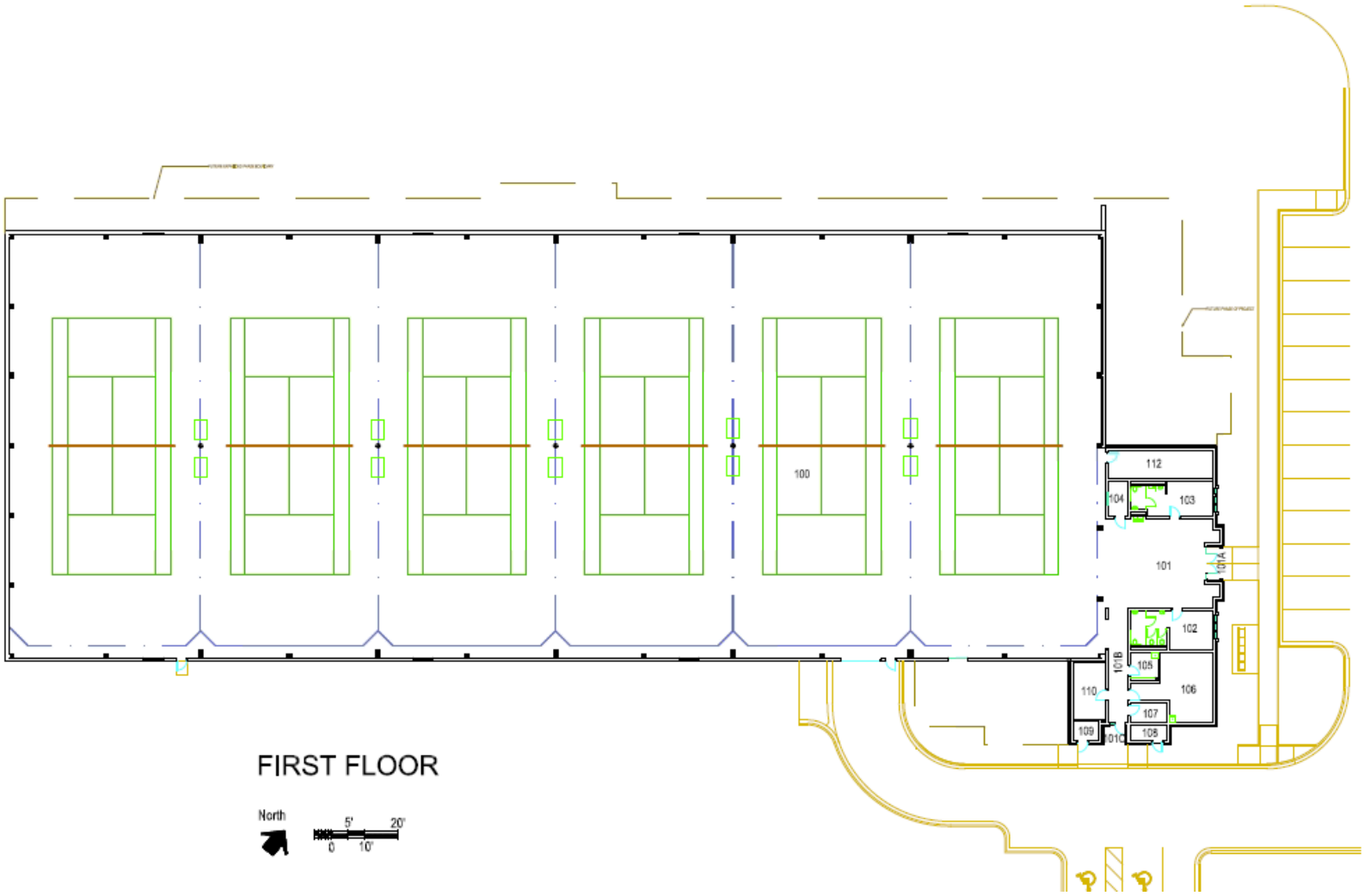


THIRD FLOOR

North

5' 20'

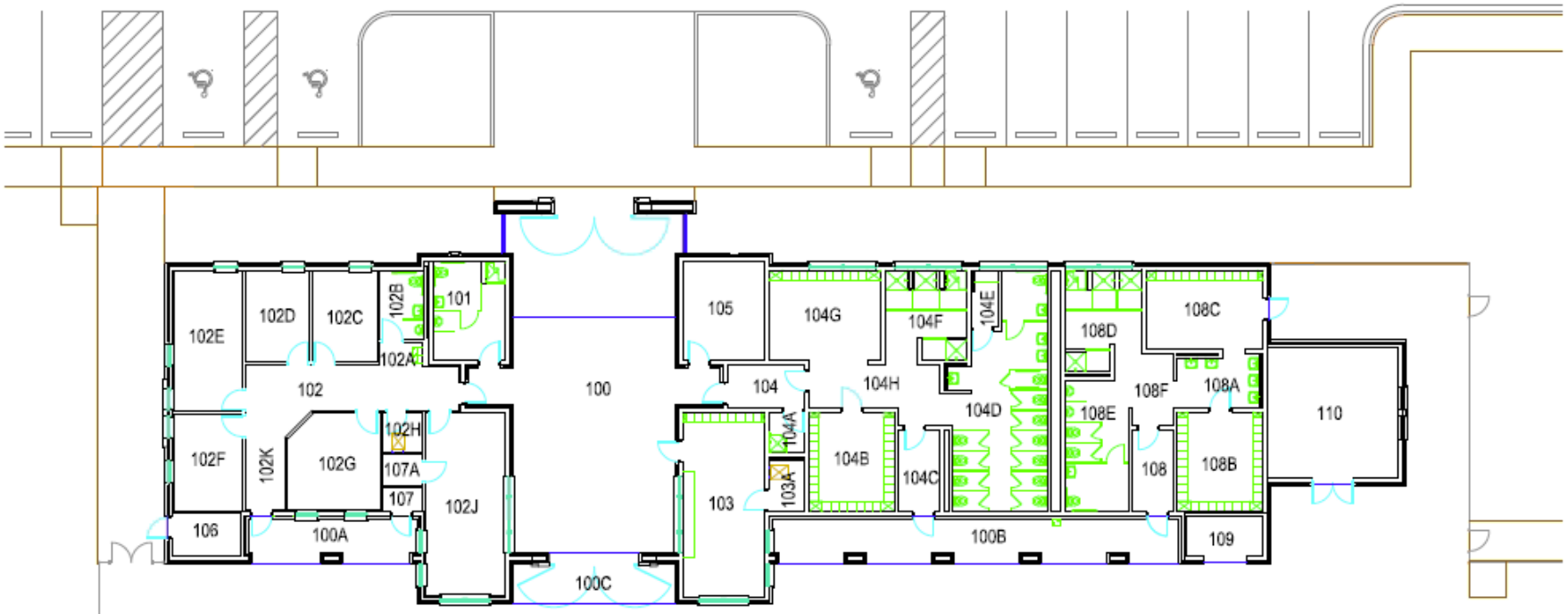
0 10'



FIRST FLOOR

North

0 5' 10' 20'

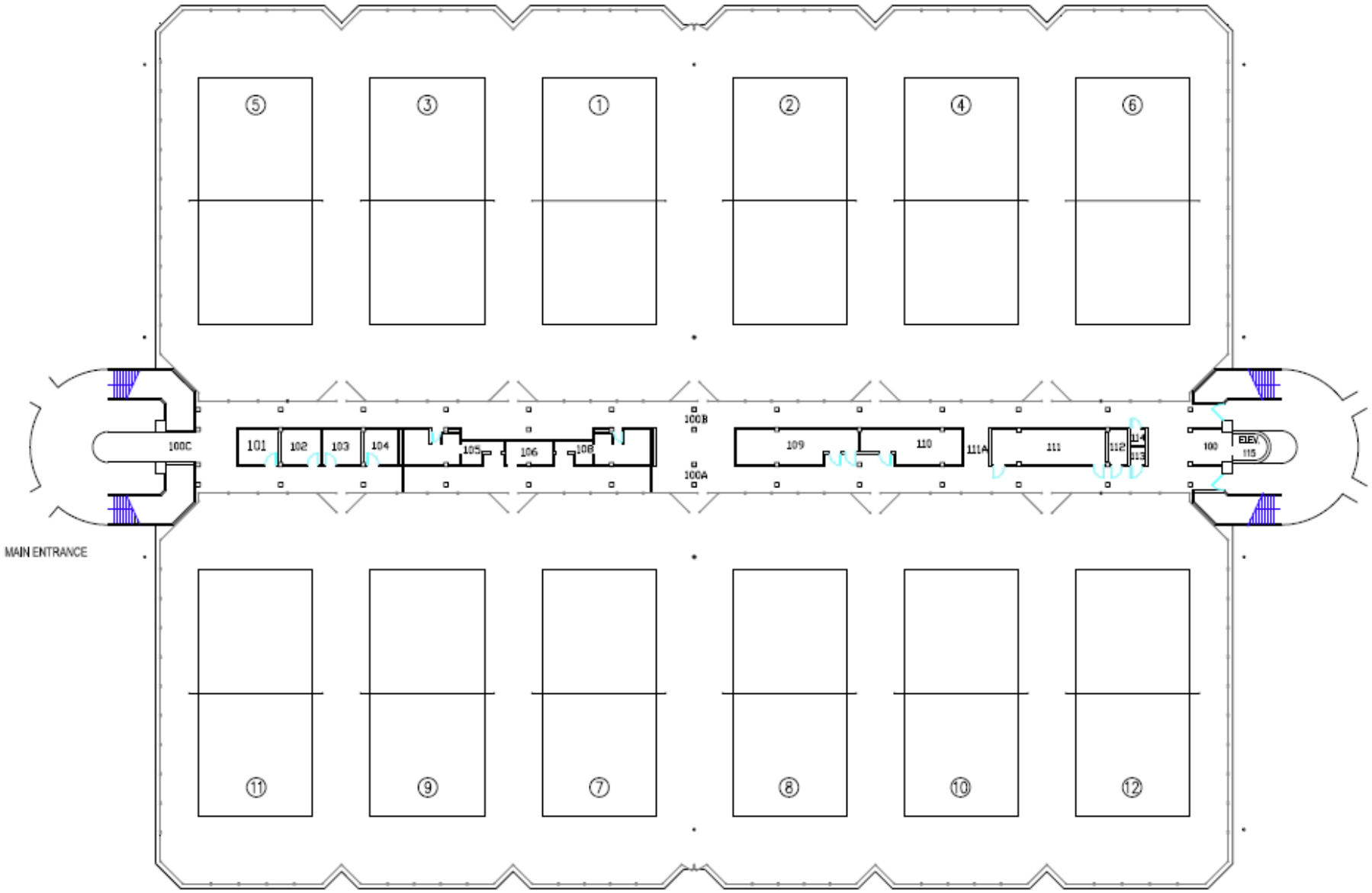


North

FIRST FLOOR

5' 20'

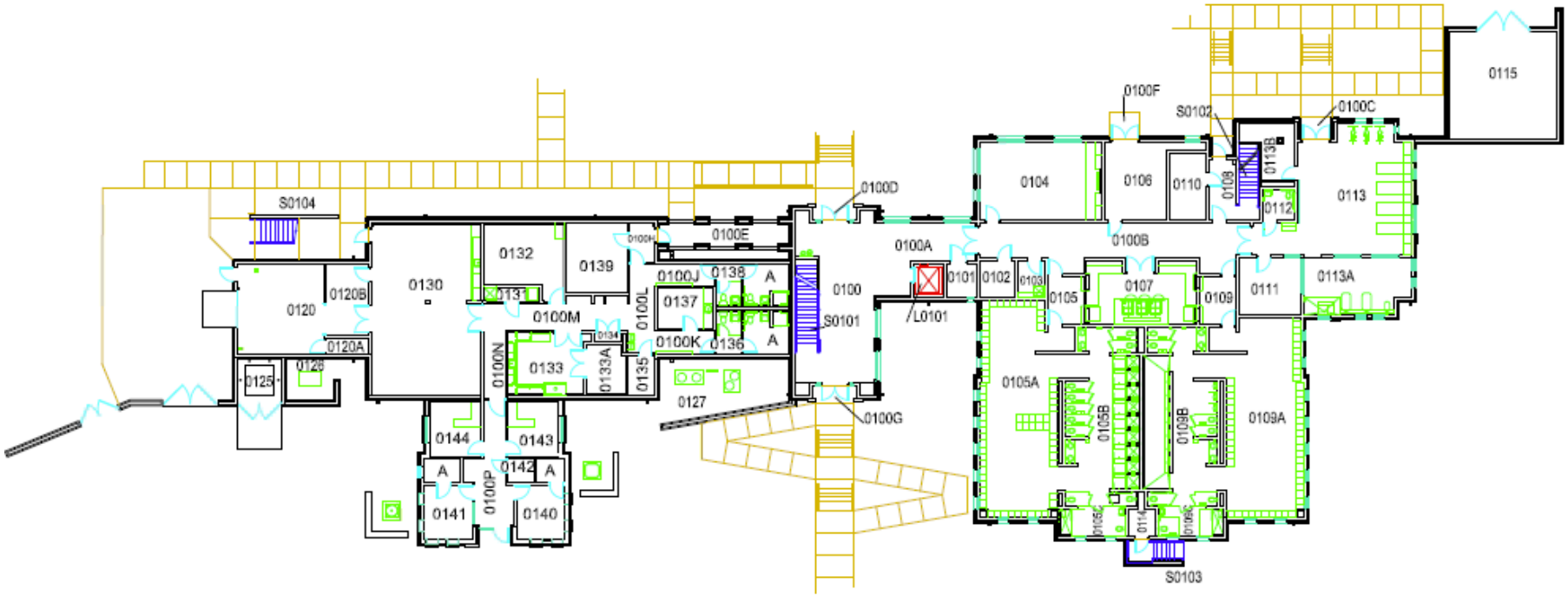
0 10'



FIRST FLOOR - BUILDING No. 0077

North

5' 20'
0 10'

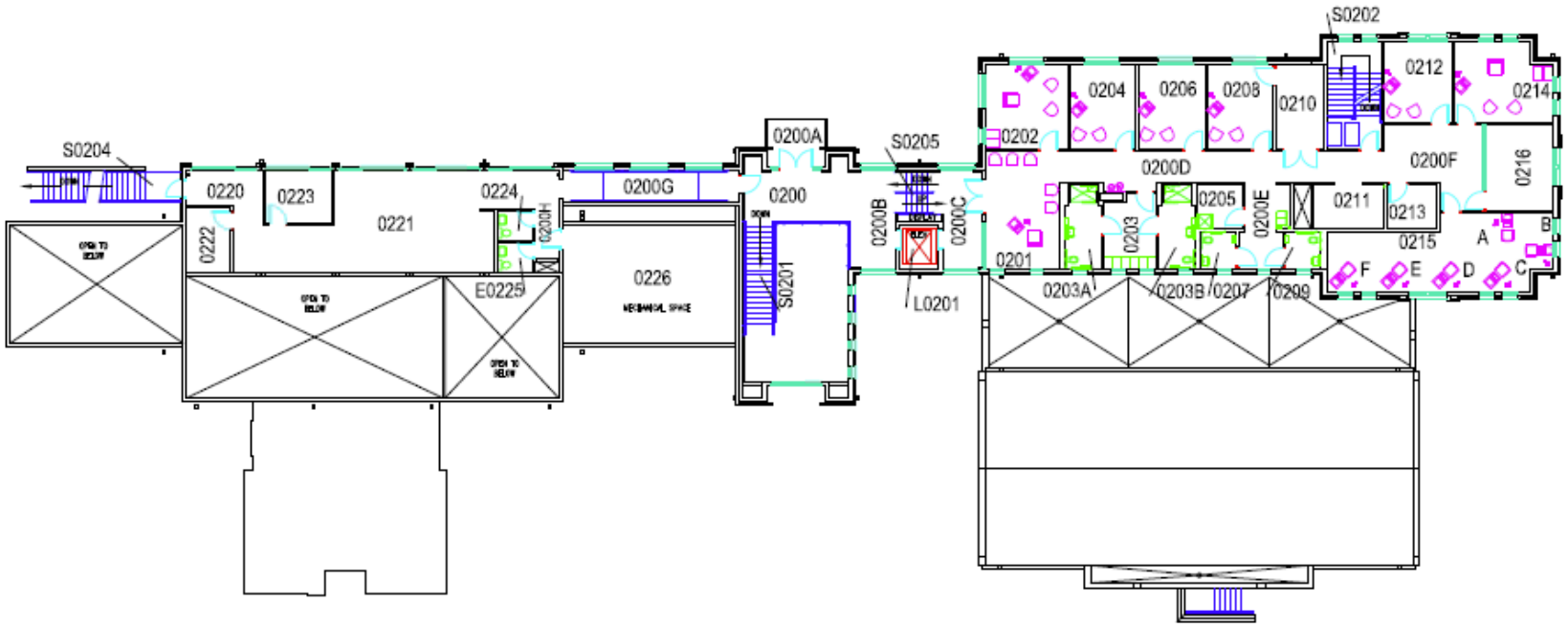


FIRST FLOOR - BUILDING NO. 0091

North

5' 20'

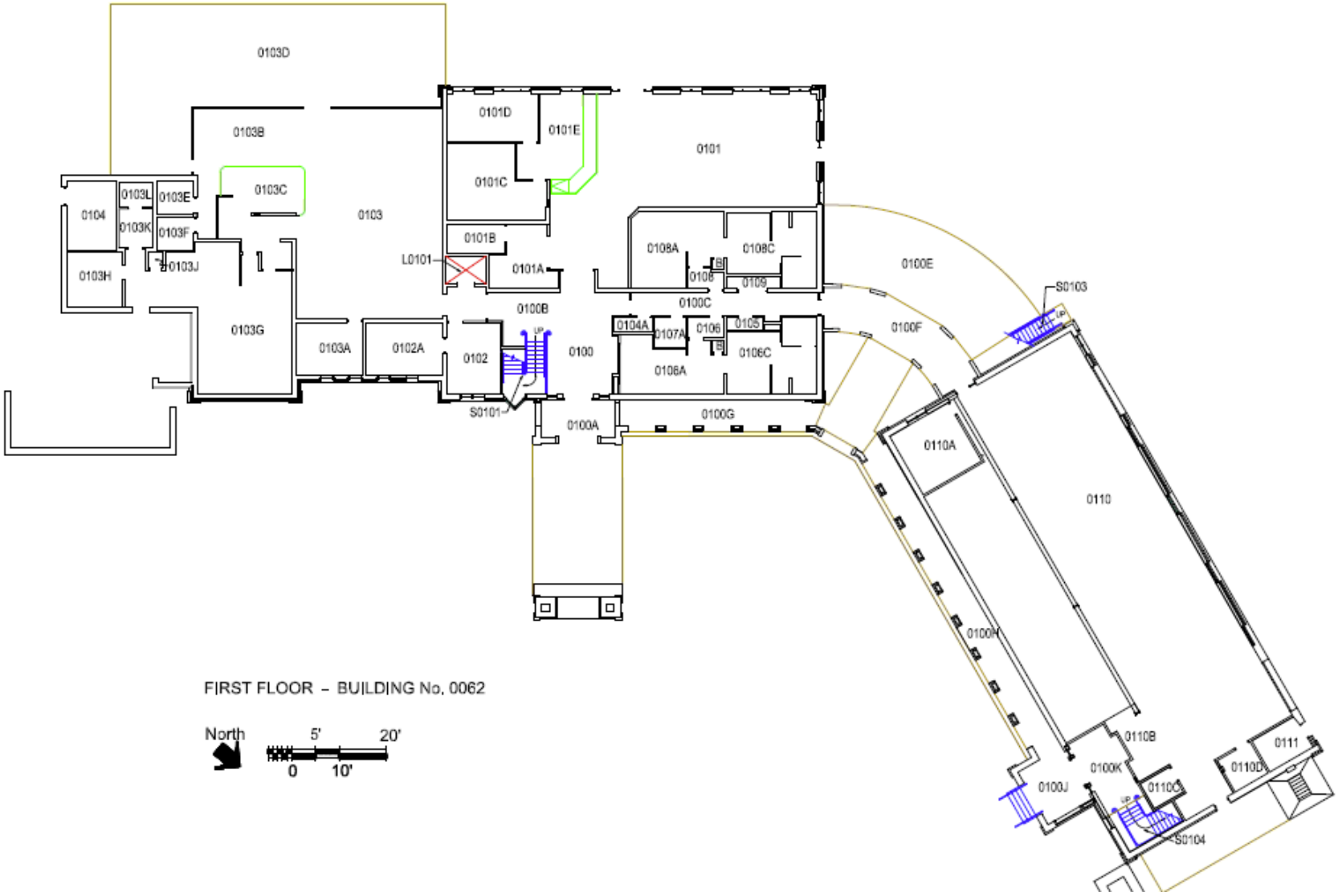
0 10'



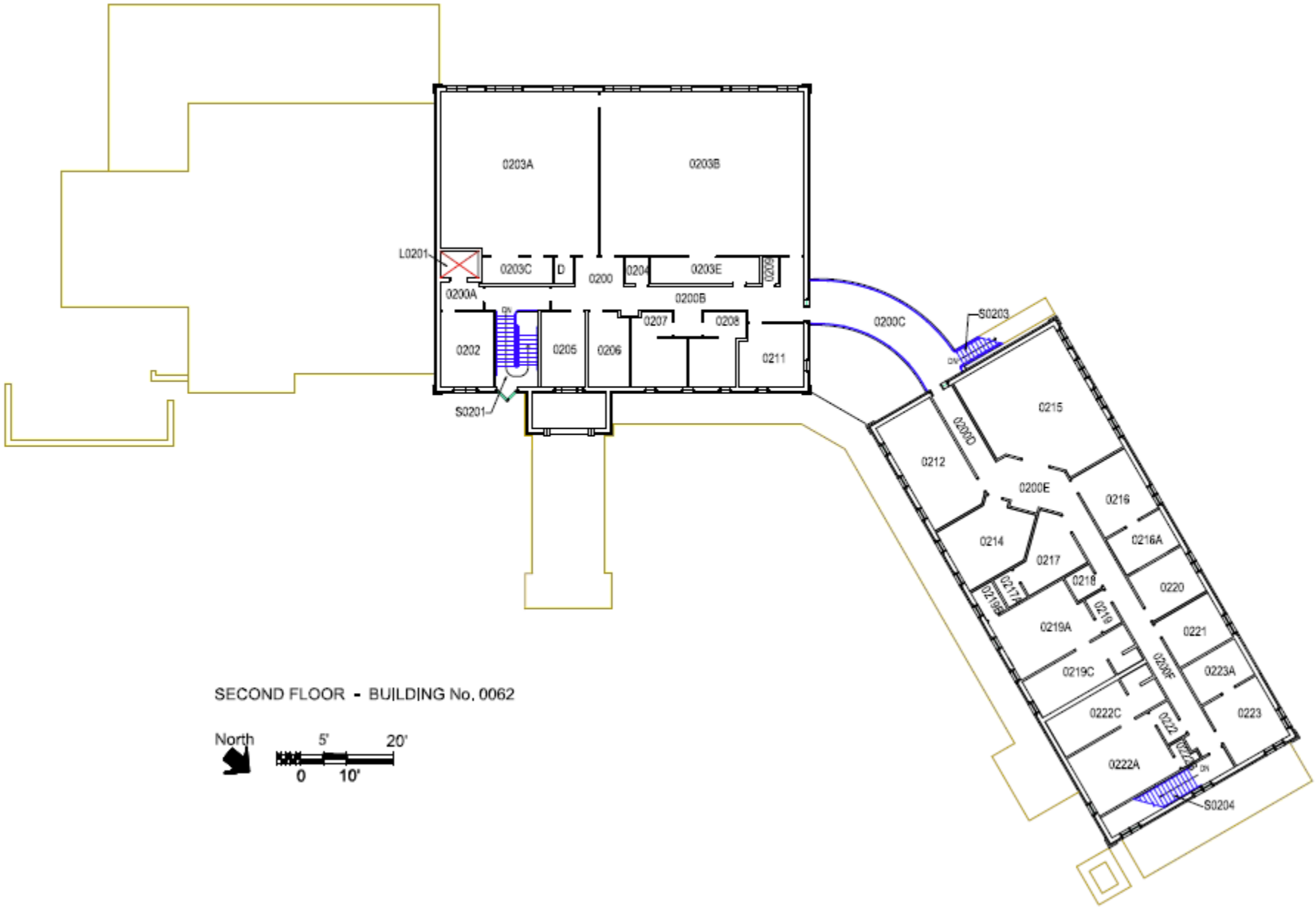
SECOND FLOOR - BUILDING NO. 0091

North

5' 0 10' 20'



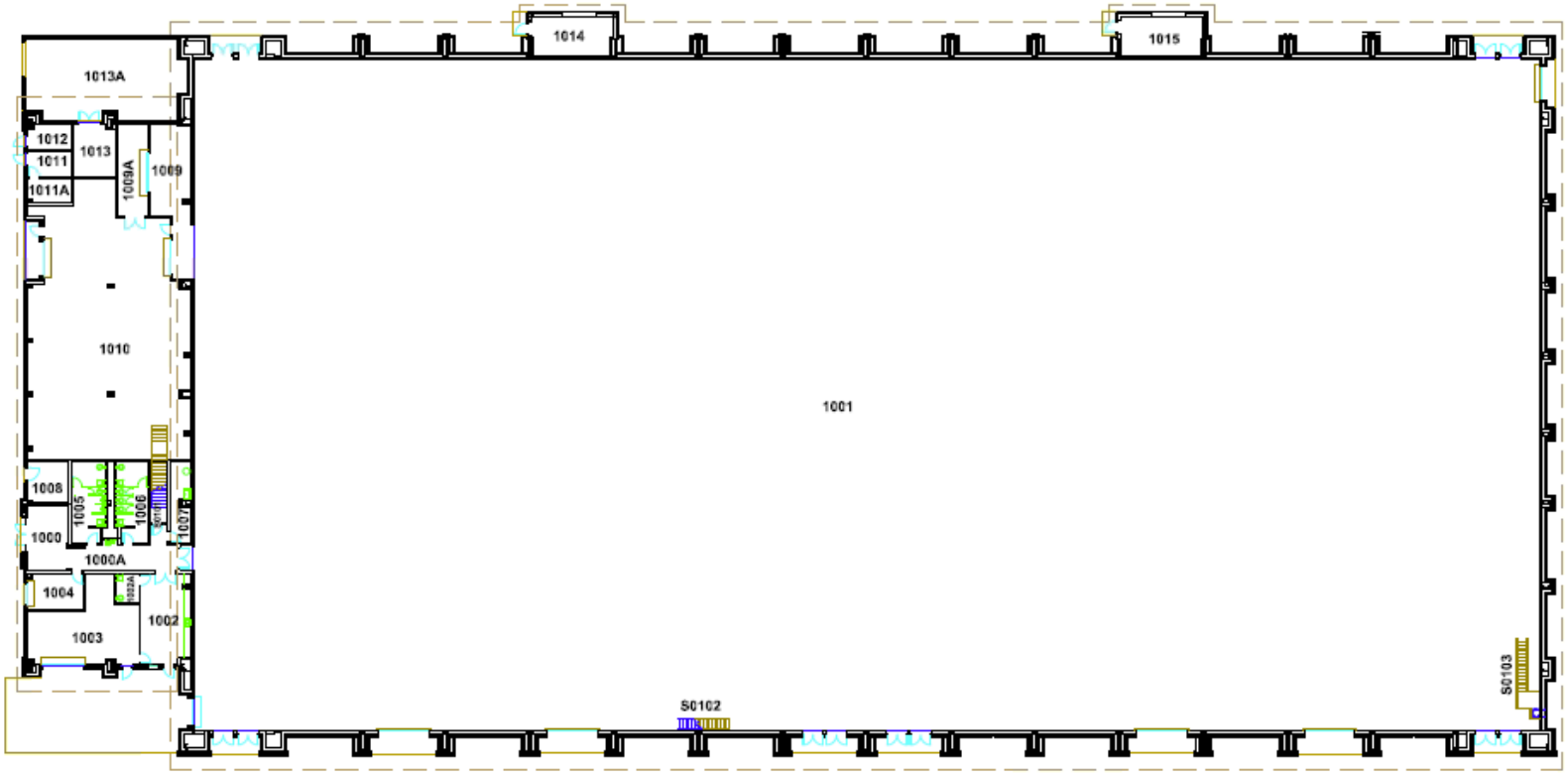
FIRST FLOOR – BUILDING No. 0062



SECOND FLOOR - BUILDING No. 0062

North

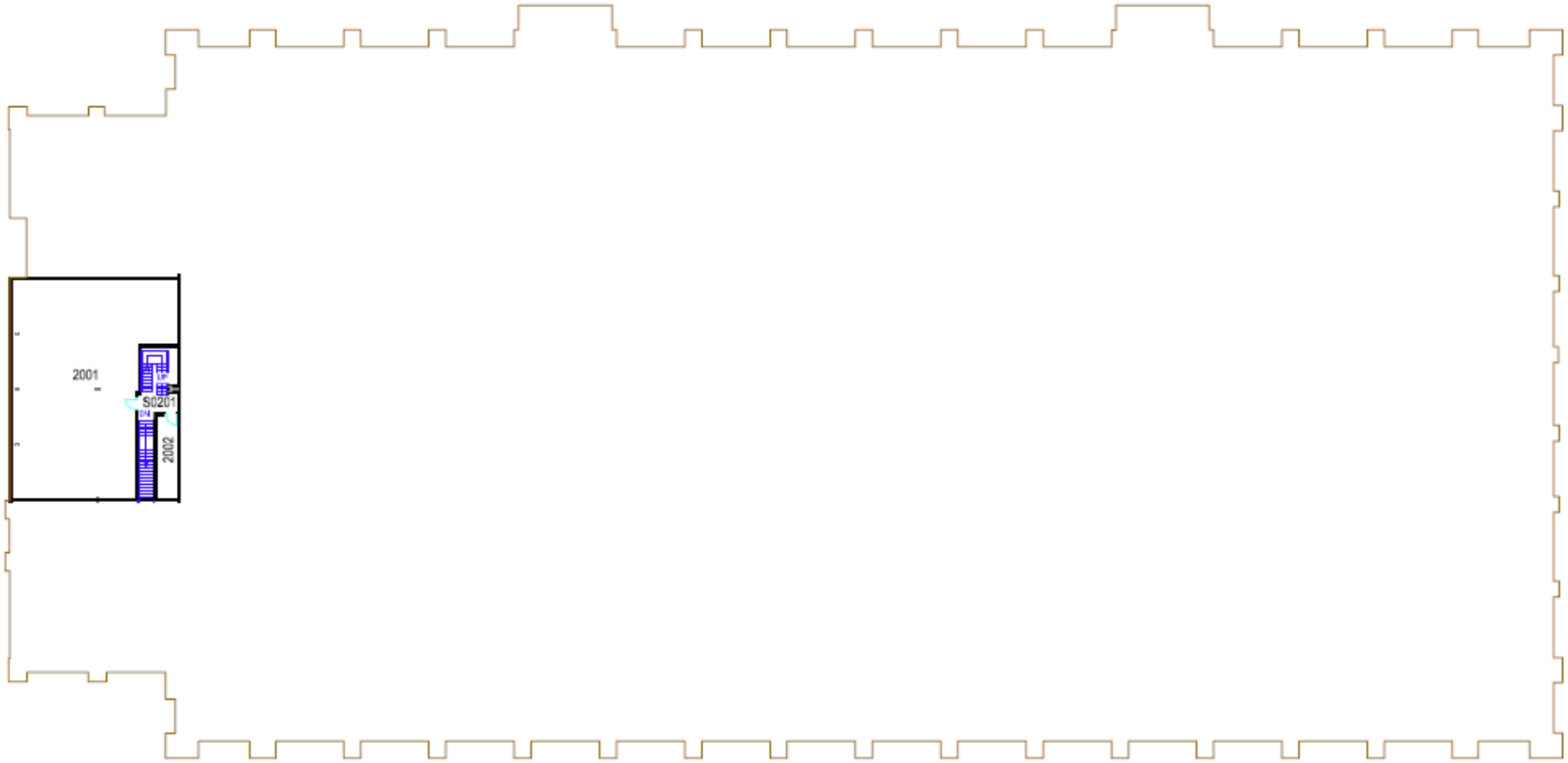
0 5' 10' 20'



FIRST FLOOR

North

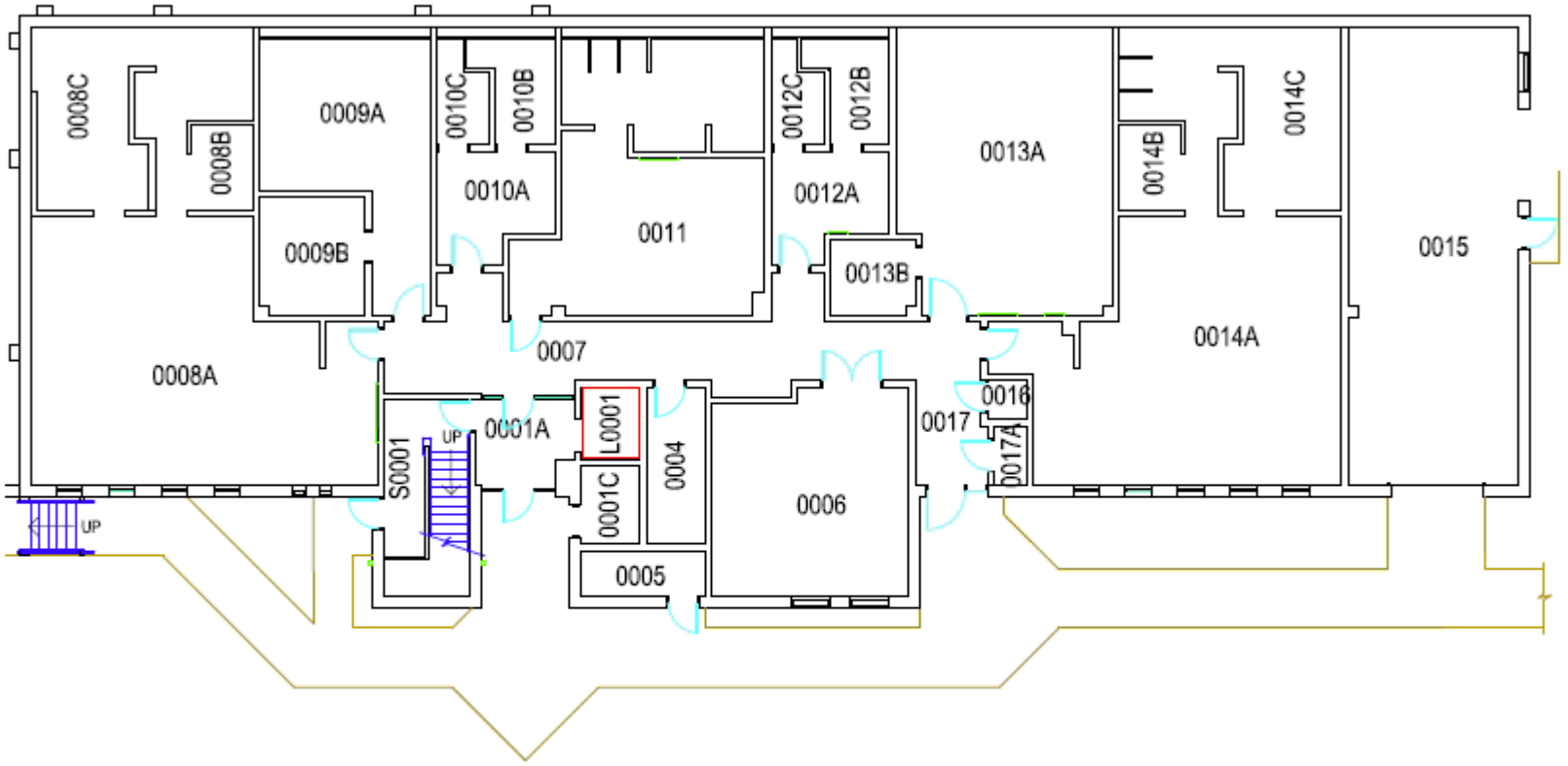
0 5' 10' 20'



SECOND FLOOR

North

5' 20'
0 10'

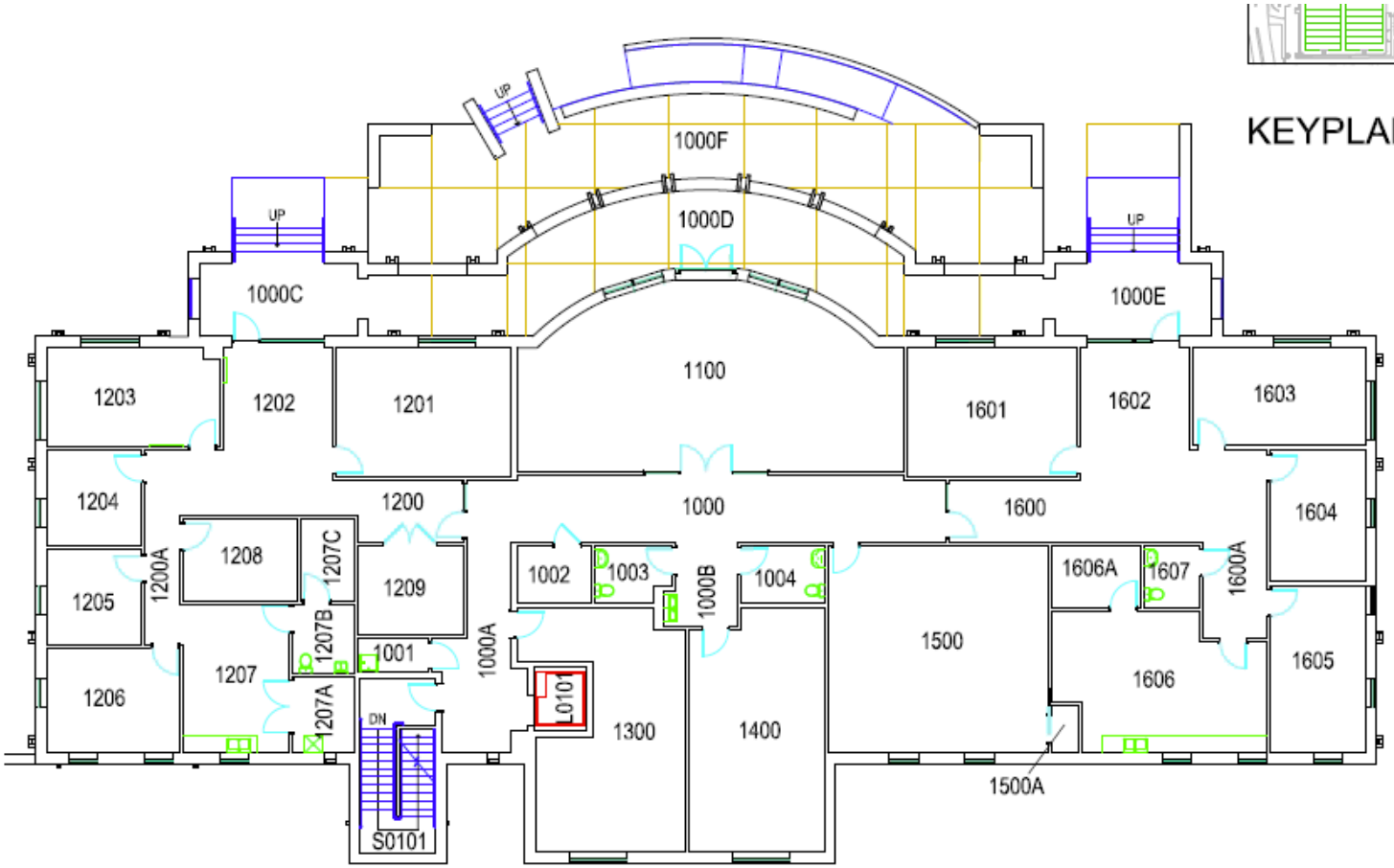


GROUND FLOOR - BUILDING NO. 0385

NORTH

5' 20'

0 10'

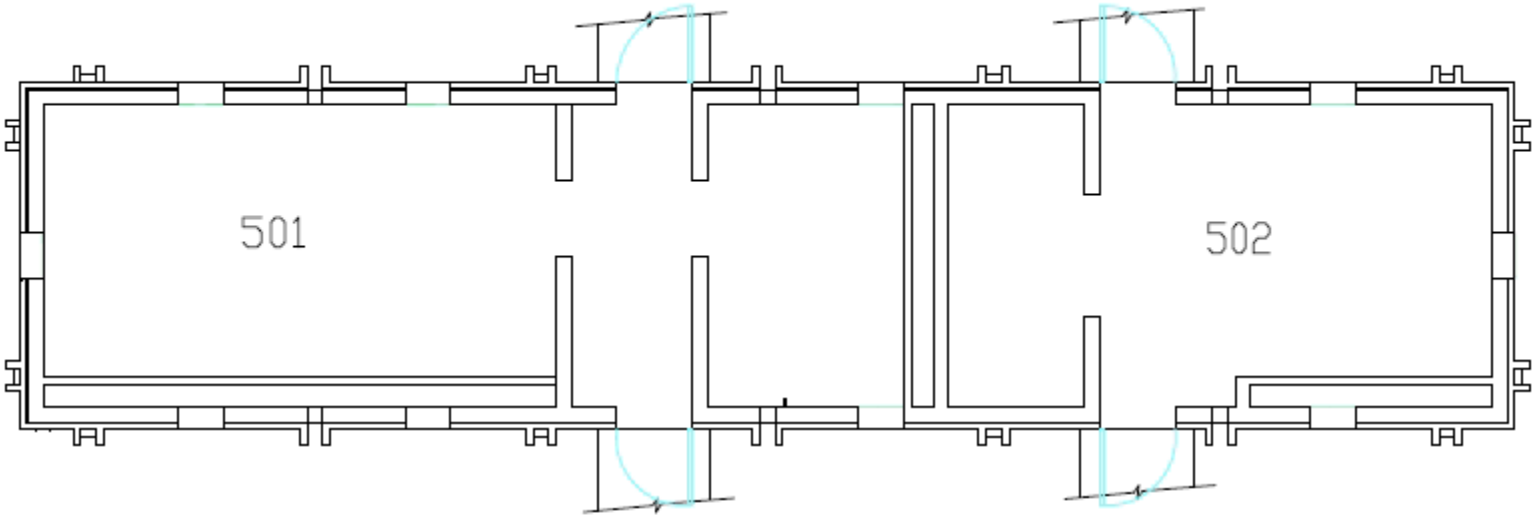


FIRST FLOOR - BUILDING NO. 0385

NORTH

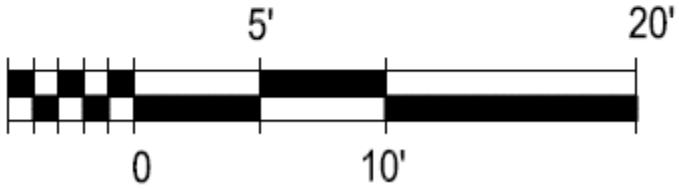
5' 20'

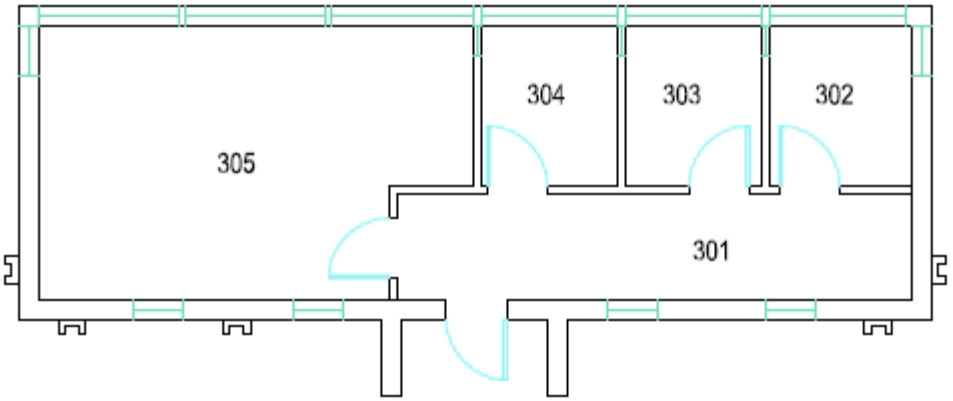
0 10'



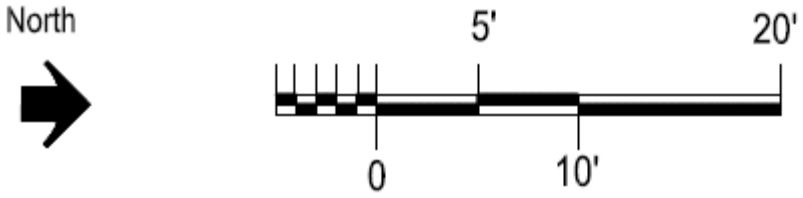
GROUND FLOOR - BUILDING NO. 0387

NORTH

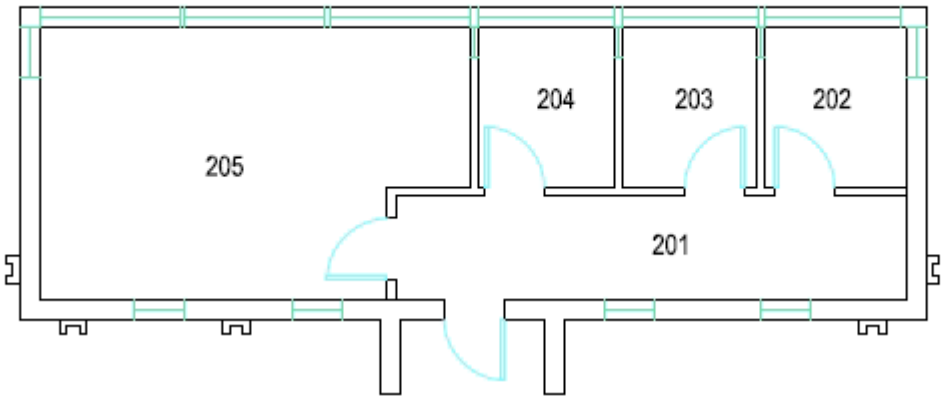




FIRST FLOOR PLAN - Bldg. 390



Soccer Pressbox

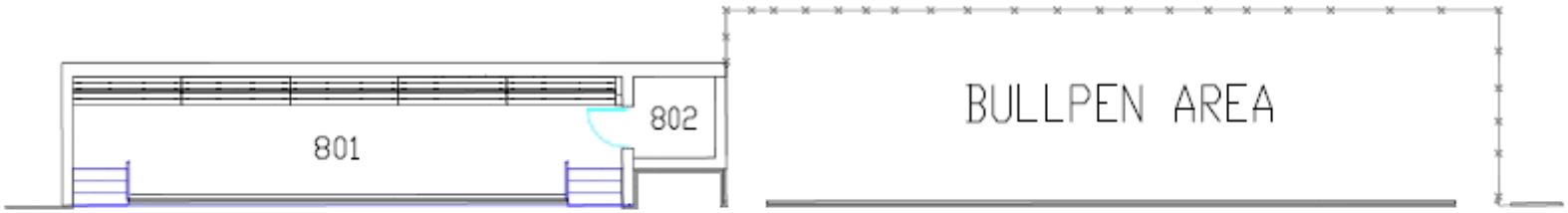


FIRST FLOOR PLAN - Bldg. 391

North

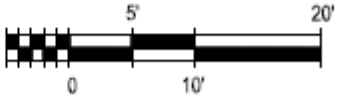
5'
20'
0
10'

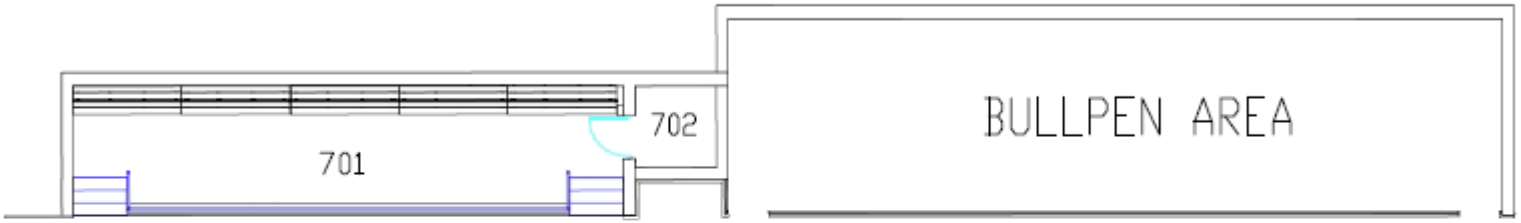
Softball Pressbox

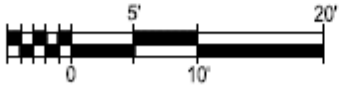


GROUND FLOOR - BUILDING NO. 0392

NORTH





GROUND FLOOR - BUILDING NO. 0393

NORTH