



**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 5769-2

Title: Florida State-Florida A & M –Tallahassee Community College Shared Snack Vending Program

Date of Issue: June 5, 2015

Response Due Date and Time: July 9, 2015 @ 3:00 PM

CS Point of Contact

Name: Karen Gibson

Phone: 850-644-6850

Email: kgibson@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

**INVITATION TO NEGOTIATE
ITN 5769-2
Florida State University
Florida Agricultural & Mechanical University
Tallahassee Community College
Shared Snack Vending Program**

I. STATEMENT OF PURPOSE, AND VISION:

The Florida State University (FSU), the Florida Agricultural and Mechanical University (FAMU) and Tallahassee Community College (TCC) are seeking the creation of a shared vending program to serve the needs of all Institutions with a combined enrollment of over 65,000 students. The Institutions are seeking to secure a contract with a vendor(s) who has the ability, experience and resources to effectively and efficiently operate an automated snack vending operation, and is committed to delivering innovation, creativity, quality products, efficient equipment, resources and expertise necessary to develop a best in class snack vending program. The snack program should embrace and support the operational vision and objectives of the Institutions. **Collectively, there are over 120 machines with annual sales over \$639,000 for all three institutions.**

Campus communities are ever changing and we are interested in partnering with a company that can adapt to that change. This includes providing a wide range of packaged products for consumption and use, including traditional snack items, healthy and/or organic options, wrapped food and other options approved by each Institution. All products sold in the snack vending machines should be reasonably priced and competitive. The preferred company would provide a full service snack vending solution at for profit and at no expense to the Institutions including but not limited to all vending machines, card readers, supplies, installation, maintenance, service and support, labor, product fulfillment, customer service, marketing and other value added services. The title of ownership of all equipment shall be with the vendor. For the duration of the agreement, the vendor should provide a program that meets or exceeds the expectations of all the Institutions.

The intended coverage of this ITN shall be for the FSU Campus, including the Main campus, Tucker Center and Innovation Park, the FAMU Main campus, FAMU/FSU College of Engineering and the FAMU College of Law located in Orlando, Florida, and the TCC Main campus, Florida Public Institute and the Ghazvini Center for Healthcare Education; all located in Tallahassee, Florida.

FSU is the lead University, facilitating the ITN process. The ITN process will work towards finalization of a contract(s) that addresses the needs and requirements of the Institutions as set forth in this document.

II. INSTITUTIONAL BACKGROUND:

Select Information About Florida State University:

One of the nation's elite research universities, FSU — with the Carnegie Foundation's highest designation, Doctoral/Research University-Extensive — offers a distinctive academic environment built on its cherished values and unique heritage, welcoming campus on the oldest continuous site of higher education in Florida, championship athletics, and prime location in the heart of the state capital.

Combining traditional strength in the arts and humanities with recognized leadership in the sciences, FSU provides unmatched opportunities for students and faculty through challenging academics, cultural discovery and community interaction.

Underlying and supporting the educational experience at FSU is the development of new generations of citizen leaders, based on the concepts inscribed in our seal: Vires, Artes, Mores — Strength, Skill and Character.

Epitomized by recently named Rhodes Scholars Garrett Johnson and Myron Rolle — elite athletes and scholars committed to public service — and Joseph O'Shea — a campus and community leader as well as a top scholar — Florida State's 41,000 students are dedicated to academic excellence and providing leadership in our complex world.

FSU's 16 colleges offer more than 275 undergraduate, graduate, doctoral, professional and specialist degree programs, including medicine and law, covering a broad array of disciplines critical to society today. Each year the University awards over 2,000 graduate and professional degrees.

With its impressive breadth of leading graduate, professional and undergraduate programs, FSU is a demanding, intellectually stimulating, yet warm and caring environment for students and faculty. Recognized nationally for its commitment to diversity, FSU is a national leader in the number of doctorates awarded to African-American students and in the graduation rate of African-American undergraduates. Its College of Medicine and College of Law are ranked in the nation's Top 10 for Hispanic students.

FSU's arts programs — dance, film, music and theatre — rank among the finest in the world, offering an arts education comparable to leading conservatories. Its creative writing program is ranked among the nation's best and is home to the most consistently honored and published student body in the United States. FSU is responsible for governance of the John and Mable Ringling Museum of Art and associated arts programs, one of the largest museum/university complexes in the nation.

Other programs consistently included in the top public university list include physics, chemistry, political science, psychology, criminology, public administration, library science, information, human sciences, business and law.

At the Ph.D. level, interdisciplinary programs draw on notable research faculty strengths that transcend the traditional disciplines, including neuroscience, molecular biophysics, computational science, materials science and research at the National High Magnetic Field Laboratory—home to the world's most powerful magnets.

Select Information about FSU Current Vending Services:

In 2010, Florida State conducted a competitive Invitation To Negotiate (ITN) process to select a snack vending provider. Refreshment Services Vending (RSV) was awarded the contract and became the exclusive snack provider for the FSU main campus in Tallahassee, Florida. The initial contract length was for 5 years. Sales over the course of the contract have been consistent, with over \$375,000 annually. Payment tenders varies by machine including cash/coin and/or FSUCash. It is the goal of the University to have no barriers to purchase and as such all machines should accept all forms of payment at each machine including cash/coin, debit/credit, mobile payments and FSUCash.

Exclusivity rights for food and beverage can be found in **Attachment A**.

A list of the seventy-five (75) current snack vending locations can be found in **Attachment D**.

Additional Information: FSU highly recommends any firm interested in responding to this ITN to take a significant amount of time to review and understand FSU and the current service options via the following links: www.fsu.edu , <http://campus.map.fsu.edu/index.aspx>, www.obs.fsu.edu and www.vending.fsu.edu

Select Information About Florida Agricultural and Mechanical University:

Florida Agricultural and Mechanical University (FAMU), is a public, fully accredited member of the State University System of Florida. FAMU is a doctoral/research institution and is the premier school among Historically Black Colleges and Universities. We are fully accredited by the Southern Association of Colleges and Schools.

Florida A&M University offers 62 bachelor's degrees and 39 master's degrees. The university also offers a juris doctor at its College of Law in Orlando. FAMU offers the following doctoral programs: chemical engineering; civil engineering; electrical engineering; mechanical engineering; industrial engineering; biomedical engineering; physics; pharmaceutical sciences; educational leadership; and environmental sciences.

The university also has several satellite campuses including the College of Law in Orlando and the College of Pharmacy and Pharmaceutical Sciences has sites in Miami, Jacksonville, Tampa and Crestview.

FAMU was founded on October 3, 1887 with fifteen students and two instructors. Over time the institution's name changed from the State Normal College for Colored Students to the State Normal and Industrial College for Colored Students, then to Florida Agricultural and Mechanical College (FAMC). Then perhaps one of the greatest achievements came when the Florida legislature elevated the College to university status, and in 1953, Florida A&M College became Florida Agricultural and Mechanical University (FAMU). FAMU achieved a significant first by becoming the first Negro institution to become a member of the Southern Association of Colleges and Schools.

Select Information about FAMU Current Vending Services:

In 2010, FAMU conducted a Request for Proposal (RFP) to select a snack vending provider. Gilly Vending Inc. was awarded the contract and became the exclusive snack provider for the FAMU and FAMU/FSU College of Engineering campuses in Tallahassee, Florida. The initial contract length was for five (5) years. Sales for the past fiscal year totaled over \$164,000. Payment tender includes cash/coin and credit card.

Exclusivity rights for food and beverage can be found in **Attachment A**.

A list of the thirty-two (32) current snack vending locations can be found in **Attachment E**.

Additional Information: FAMU highly recommends any firm interested in responding to this ITN to take a significant amount of time to review and understand FAMU and the current service options via the following links: www.famu.edu , www.famu.edu/oir , <http://www.famu.edu/index.cfm?FacilitiesPlanning&CampusMap> and <http://www.famu.edu/index.cfm?auxiliaryservices&About> .

Select Information About Tallahassee Community College:

Since 1966, Tallahassee Community College has offered high-quality post-secondary education for the citizens of Leon, Gadsden and Wakulla counties, along with students from throughout the state, nation and abroad. With over 80 associate's degree and certificate programs, we offer hundreds of day and evening courses in traditional classrooms, as well as online, and self-paced instruction. TCC offers affordable and flexible education to ensure student success. TCC values diversity in thought, perspective, and culture.

Some of our Tallahassee Community College's degree and certification programs include computer programming and technology, accounting, manufacturing technology, criminal justice and nursing.

TCC is recognized, annually, in Community College Week's Top 100 colleges for the number of associate degrees awarded. In 2013, TCC ranked first among two-year institutions nationwide in the total number of associate of arts degrees awarded.

TCC's faculty provide a strong foundation for its many graduates moving on to Florida State University, Florida Agricultural & Mechanical University and other four-year institutions. Nearly 75 percent of TCC's A. A. graduates transfer into the State University System within a year, the highest percentage in the Florida community college system.

Select Information about TCC Current Vending Services:

In 2009, TCC conducted a Request for Proposal (RFP) to select a snack vending provider. Gilly Vending Inc. was awarded the contract and became the exclusive snack provider for the TCC campus in Tallahassee, Florida. The initial contract length was for five (5) years. Sales for the past fiscal year totaled over \$100,000. Payment for product is cash and coin.

Exclusivity rights for food and beverage can be found in **Attachment A**.

A list of the nineteen (19) current snack vending machine locations can be found in **Attachment F**.

Additional Information: TCC highly recommends any firm interested in responding to this ITN to take a significant amount of time to review and understand TCC and the current service options at <https://www.tcc.fl.edu/Pages/default.aspx> . A campus map can be found at <https://www.tcc.fl.edu/College/Locations/Pages/Interactive-Campus-Map.aspx>

III. DEFINITIONS

- a. Contract Administrator – The awarded Respondent's single point of contact for each institute. Responsible for overseeing day to day operations of the contract for the institute.
- b. Contract/Agreement – the formal bilateral agreement signed by a representative of the FSU, FAMU, TCC, 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.
- c. Institutes – Florida State University, Florida State University Board of Trustees is a public body corporate of the State of Florida; Florida Agricultural & Mechanical University, Florida Agricultural & Mechanical University Board of Trustees is a public body corporate of the State of Florida; Tallahassee Community College, Tallahassee Community College Board of Trustees.
- d. 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.
- e. May, Should – indicates something that is not mandatory, but permissible, recommended, or desirable.
- f. Minor Irregularities – irregularities that have no adverse effect on the institute's interests, will not affect the amount of the ITN and will not give a Respondent an advantage or benefit not enjoyed by another Respondent.

- g. Must, Shall, Will – the words “shall,” “must,” or “will” are equivalent and indicate mandatory requirements or conditions. Committee will not waive Responder’s material deviation from any of the mandatory requirements.
- h. 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.
- i. Respondent - anyone who submits a timely offer in response to this ITN.
- j. Responsible Respondent – a Respondent has the capability in all respects to perform the contract requirements and the integrity and reliability that will assure good performance.
- k. Responsive Proposal – a proposal, or reply submitted by a responsive and responsible Respondent that conforms in all material respects to the solicitation.
- l. 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.
- m. 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.

IV. INITIAL CONTRACT PERIOD AND RENEWAL OPTION

The contract term is anticipated to be a minimum period of five (5) years with an optional one two (2) year renewal. Any and all renewals are subject to satisfactory performance evaluations by FSU, FAMU and TCC and must be executed in advance by written instrument agreed to by both parties. All terms and conditions of the original agreement, unless noted and mutually agreed upon will remain in force for the renewal period. Upon expiration of the initial term and renewal period, the term shall continue month-to-month for no more than twelve (12) months.

V. SOLE POINT OF CONTACT

Karen Gibson
Associate Director
Procurement Services
Florida State University
282 Champions Way, Ste. A1400
Tallahassee, FL 32306-2370
Phone: 850-644-6850
Email: kgibson@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. The Sole Point of Contact may respond to questions via an addendum that will be posted to the FSU 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 the Sole Point of Contact shall be considered as a duly authorized expression. Respondents may not consider any verbal instructions as an official expression. **QUESTIONS DIRECTED TO, OR ANY PROPOSALS RECEIVED FROM ANY OTHER DEPARTMENT, PERSON, AGENT, OR REPRESENTATIVE OF THE INSTITUTES WILL NOT BE CONSIDERED VALID OR BINDING.** Also, the Committee 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, FAMU, TCC, 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 FSU 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.

VI. CALENDAR OF EVENTS

Task	Date
ITN Issued	6/5/15
Non-Mandatory Conference Location: University Center C, Room 6109 Dial In number for those that cannot attend in person: (605)562-0020, ID# 478 375 037	6/15/15 at 10AM EST
Written Questions from Respondents no later than 5 pm EST	6/19/15
Answers to Questions issued via addendum no later than 3 pm EST	6/25/15
Written Proposals Due from Respondents no later than 3 pm EST	7/9/2015
Negotiations Begin on or about week of	7/27/15
Best and Final Offers on or about	TBA
Intent to Award posted on or about	TBA

Non-Mandatory Conference location: University Center C, Room 6109 at 10:00AM EST.
Dial In Number for those that cannot attend in person: (605)562-0020, ID# 478 375 037.

Visitor parking is available at the University Center next to the FSU Visitor's Center. Parking is \$1.00 per hour with a max of \$5.00 per day. Metered parking spaces are available throughout campus at a rate of \$0.50 per hour. These spaces are available on a first come first serve basis. <http://www.visit.fsu.edu/directions/>

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 Committee 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 FSU Procurement Services website. All times listed is Eastern Standard Time (EST). It is the Respondent's responsibility to check the FSU Procurement Services website for any updates or addendums to this ITN.

VII. ITN GOALS AND OBJECTIVES

Goals and objectives for the ITN for FSU, FAMU and TCC are as follows:

1. Increase revenue and compensation
2. Expand the service offerings through a variety of packaged products (i.e. traditional snack items, healthy options, ice cream products, prepared foods, hot beverages (coffees, cocoa and hot tea), etc. efficient and Energy Star compliant equipment, high level of customer service, multiple payment tenders, cutting-edge technology, new ideas and overall quality.
3. Other goals and objectives specific to each Institution are as follows:
 - a. FSU
 - i. New state of the art machines
 - ii. 4:1 Reader that accepts payment for cash/coin, credit/debit, mobile payments and FSUCash (in connection with the FSUCard).
 - b. FAMU
 - i. Reader that accepts payment for cash/coin, credit/debit, mobile payments and RattlerBucks (in connection with the RattlerCard).
 - ii. State of the art machines
 - c. TCC
 - i. New state of the art machines
 - ii. Reader that accepts payment for cash/coin, credit/debit and mobile payments.
4. Select one (1) qualified vendor that will provide a snack vending program to all three (3) Institutions. The three institutions reserve the right to award all or in part to multiple vendors based on each Institutions' needs and the proposals received.

While the ITN outlines key goals and objectives around scope, service, and contracting (including the University's standard contract language), this section is focused on clarifying the prospective primary supplier's value proposition and approach towards delivery of that value. This value will be proposed and discussed in the negotiation stages of this process.

VIII. AUTHORITY TO NEGOTIATE (See Attachment B)

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

IX. CONTRACTUAL AGREEMENT

The Successful Respondent(s), if any, will enter into a separate contract with each Institute that provides for the performance of all terms and conditions set forth in and agreed to during this ITN process. Non-negotiable terms and conditions (as indicated on Attachment C for FSU) must always be performed by the Contractor. Other Institutes may have similar contract terms and conditions. After an award is made, the entire agreement between each Institute 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 FSU and the awarded Respondent, is attached for reference (**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 VI.

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.

X. EVALUATION CRITERIA

No specific point values will be assigned to responses; however, the Committee's determination of the short list of Respondents with whom negotiations may continue will be determined from the following evaluation factors and criteria that will be considered during the evaluation process in no particular order or weighting. See Section XII under Tabular Format for specific submittal information:

- 1) Guaranteed Commission
- 2) Plan for Increasing Snack Vending Revenues
- 3) Prior Experience
- 4) Quality, Pricing and Number of Products offered for vending including healthy snack options
- 5) Strength of Proposals for the Institutions

XI. EVALUATION PROCESS

An Evaluation Committee comprised of representatives from FSU, FAMU and TCC that are knowledgeable about the services and intent of the ITN to evaluate all proposals has been established. 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 each Institution 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. Committee 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 the institutions.
- 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 Committee 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 the Institutions. 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 the Committee, 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 the institutions, taking into account the evaluation criteria.
- f. This ITN does not commit the Institutions to the award of a contract, nor to pay any costs incurred in the preparation and submission of ITNs in anticipation of a contract. The Committee reserves the right to reject all submittals, portion of submittals, sub-consultants or team members, to further modify the scope of work and negotiate a fee for such modification, and/or to select the firm which, in the Committee's sole judgment, provides the best proposal with respect to qualifications and abilities.

Committee 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 the institutions, 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 Committee until after Committee 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.

Committee 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.

XII. FORMATTING

a. Response Format

1. Submit one (1) original and 10 copies of the proposal in hard copy form. Submit one electronic copy 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 Committee 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 Committee 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 Committee'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 Committee. 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 Committee 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 Institute's individual visions for the project.

- a. Provide an overview and history of your company, and experience in providing a snack vending program similar in scope to those requested in Section I and VII. 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.
- c. The Respondent must be very clear as to whether their proposal is to provide a program for all three Institutions or is specific to one Institution.

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 VI. 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. Provide a list of current or recent similar-type accounts, if any, which are located in the United States. Client account information shall include contact name, address, phone number, length of service. NOTE: The Committee 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.
- b. Provide a list of client accounts lost through early termination or non-renewal over the past five (5) years. Include contact name and phone number, length of service at each account, and reason for loss.
- c. Describe the qualifications and experience of the staff that would provide services to and be assigned to FSU, FAMU and TCC accounts. 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: Based upon the goals and objectives outlined in Section I and VII of the ITN, submit a detailed explanation of the company’s “vision” for campus snack vending services and how your company would plan on approaching the task. This “vision” should be comprehensive enough for the committee to understand your approach and methodologies. Include detailed answers to the following:

Product Selection and Pricing

1. Indicate product price points and commission on **Attachment G**. Include product selection, product sizes and types, national pricing and suggested contract pricing. (Note: All sales tax payable on vending sales shall be the sole responsibility of the vendor for collection and reporting.)
2. Provide an overview of your product selection process and plans to address nutritional offerings. Include the process for assessing product performance, including changing, adding and removing products. How does this process relate to determining emerging products or sampling new products?
3. Describe how your company would stabilize pricing and commission for the length of the contract.

Compensation

Describe your compensation package to the Institutions. Include any investment commitments, commission structure, discounts, non-cash support (i.e. in kind, marketing, etc.) and additional revenue producing opportunities you would offer for each Institution.

Equipment & Service

1. Describe the proposed equipment that would be offered as outlined in **Attachment H**. Include in your proposal photos and details about the proposed make, model and lifecycle of the equipment. Define a timeline of when equipment would be upgraded or replaced.
2. Describe your plan for product fulfillment, service and maintenance.
3. Describe your company’s solution for monitoring repairs, machine and product inventory, performance and product movement. Include machine uptime and service and repair response guarantee. Describe any real time reporting features that would be available and accessible to each Institution.
4. Describe your plan to present machines that are uniformed in appearance, modern in design, and attractive to each Institution’s campus.
5. What type of network access would be used for the machines?
6. How would various payment tenders including cash/coin, credit/debit, a campus card (with a declining balance account), etc. be honored at all machines located at each institution? What is the plan to continue to adopt emerging payment technology?
7. Does your company have a plan for developing, implementing and/or deploying next generation vending services?

Sustainability

All the Institutions are committed to the practice and education of sustainability. Describe your company's current sustainability efforts such as local and sustainable sourcing, waste reduction, recycling, energy conservation and vehicle idling, current practices and future plans. How would you incorporate those practices on our campuses?

Customer Service

1. How will you address customer complaints? Include response and resolution times.
2. How will you handle refunds?
3. Describe any possible cross promotional initiatives which may include strategic alliances with national, regional, and/or local third party brands or partners.

Reporting

Describe your ability to produce the requested reports as outlined in **Attachment I**. What is your ability to produce additional customized reports? Would each institution have real time access/reporting?

Tab 6: This section can include any additional information that you feel we would be interested in. This section could include "out of the box" ideas or concepts from previous engagements or anything that would help differentiate you from other companies.

Tab 7: Provide a comprehensive project outline and a timeline to complete your proposed program. Please be as detailed and specific as possible.

Tab 8: Completed Attachments.

Tab 9: Financial Statement: Provide a Financial Statement for the most recent calendar or fiscal year.

Tab 10: Additional Tab for Supplemental Information at the Respondent's discretion.

XIII. 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 ITN financials/pricing 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 each Institute, 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 the 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 VI. The clock in the lobby of FSU 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.
- j. **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.

- k. **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.
- l. **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.
- m. **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.
- n. **Taxes.** FSU, FAMU and TCC, 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 each Institute.
- o. **Disclosure.** Each responder shall disclose all subsidiaries, parents, or otherwise affiliated entities with whom it is associated that might be considered for providing future services on this contract, including but not limited marketing services, construction services, or financial services.
- p. **Conflict of Interest.** A firm or business filing a response thereby certifies that no officer, agent, board member, or employee of FSU, FAMU, or TCC has a pecuniary interest in the proposal and that the proposal is made in good faith without fraud or collusion.

XIV. 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.

XV. 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."

XVI. 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 the Committee's requirements in the written phase of the ITN process. Committee 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 FSU 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 unless evidenced by an addendum issued by FSU Procurement Services.

XVII. INTERPRETATIONS

Respondents shall examine the ITN to determine if Committee'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 Committee'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 Sole Point of Contact 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 Committee's specifications and a waiver of the Respondent's right to protest the ITN specifications. Committee reserves the right to determine which changes to the ITN shall be acceptable.

XVIII. NONCONFORMANCE TO SOLICITATION CONDITIONS

Items may be tested and/or inspected for compliance with specifications by any appropriate testing facilities. Should the items fail testing, Institutes may require the Respondents to reimburse Institutes for all costs incurred by Institutes 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 procurement costs may be charged against the defaulting Respondent. Any violation of these stipulations may also result in Respondent's name being removed from FSU Procurement Services bidder distribution list.

XIX. ADDITIONS, DELETIONS, SUBSTITUTIONS

Should Committee 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.

XX. 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 Institutes 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.

XXI. LOBBYING AND GRATUITIES

It shall be a breach of ethical standards for any employee of the Institutes or member of Institutes 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 each Institute, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any Institute's 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 Institute's 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.

XXII. ADVERTISING

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

XXIII. 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 this 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 an 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.

XXIV. 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 FSU Procurement Services website at: [http://procurement.fsu.edu/CS Decisions](http://procurement.fsu.edu/CS%20Decisions) 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.

XXV. 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, community colleges, 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, FAMU, and TCC shall not be a party to any transaction between the awarded Respondent and any other purchaser.

XXVI. 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. If meetings are scheduled at other Institute locations other than FSU, parking information will be provided prior to the date/time of the scheduled meeting.

XXVII. 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.

XXVIII. 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.

XXIX. 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.

XXX. 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, FAMU or TCC, 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 the Sole Point of Contact 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. Referenced below are FSU's standard terms and conditions. FAMU and TCC have their own similar terms and conditions.

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

EXCLUSIVITY RIGHTS FOR FOOD & BEVERAGE

The contracts under which the Institutions has granted exclusive rights as it relates to food and beverage include, but are not necessarily limited to, the following:

Florida State University

- Beverage Pouring Agreement for Stadium Concessions, Campus (including the Tucker Center) and Seminole Golf Course with The Coca-Cola Company, Inc., effective August 15, 2012
- Beverage Vending Agreement with The Coca-Cola Company, Inc., effective August 15, 2012
- Sponsorship and Marketing Rights Agreement for Athletics (beverage) with The Coca-Cola Company, Inc., effective August 15, 2012
- Food Service Agreement with Aramark Educational Services, LLC, effective August 1, 2003.
- Food & Beverage Agreement for Tucker Center with Global Spectrum effective February 26, 2014

Florida A&M University

- Beverage Vending and Pouring Rights Agreement for Campus (including the College of Law in Orlando, Florida) effective July 1, 2007, expires June 30, 2015.with Coca Cola Company
- Bookstore Services Agreement with Barnes & Noble, effective November 1, 2010.
- Dining Services Agreement with Metz Culinary Management, LLC, effective November 1, 2013.

Tallahassee Community College

- Beverage and Snack Vending Rights Agreement for Campus (including Florida Public Safety Institute) effective August 1, 2009 through July 31, 2014, then extended for a period of two years effective August 1, 2014 through July 31, 2016 (includes the addition of Ghazvini Center for Health Education, Micro-Market Concept)
- Bookstore Services Agreement with Follett, effective July 1, 2009 through June 30, 2016.
- Food Service agreements with Pepper's Mexican Grill, Subway, Krispy Krunchy Chicken and Voltage Café effective July 1, 2015 through June 30, 2020.

ATTACHMENT B

AUTHORITY TO NEGOTIATE

Respondent(s) selected to participate in negotiation(s) shall be required to submit written authorization satisfactory to the ITN Committee 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. The Committee 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). The Committee 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. The Committee shall not enter into extensive contract negotiations with the selected Respondent(s) after the negotiation process has been completed. If an Institute 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, the Institute 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

ATTACHMENT C

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:

<p>For FSU:</p> <p>Name Title Florida State University Address</p> <p>Telephone: FAX: Email:</p>	<p>For Contractor:</p> <p>Name Title Address</p> <p>Telephone: FAX: Email:</p>
----------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------

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 contact 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.** Contractor agrees that it shall protect the data it receives from or on behalf of FSU at all times under the following standards:
 - (a) Network Security. Contractor shall at all times maintain network security that includes, at a minimum: network firewall provisioning, and intrusion detection. Contractor shall also maintain network security that conforms to one of the following:
 - i. Those standards that Florida State University applies to its own network, as found at www.its.fsu.edu;

- ii. Current standards set forth and maintained by the National Institute of Standards and Technology, including those at: <http://checklists.nist.gov/repository/1023.html> and <http://checklists.nist.gov/repository/>; or
 - iii. Any generally recognized comparable standard that Contractor applies to its own network.
- (b) Data Security. Contractor shall protect and maintain the security of data with protection that is at least good as or better than that maintained by Florida State University. These security measures include maintaining secure environments that are patched and up to date with all appropriate security updates as designated, for example, by Microsoft notification.
 - (c) Data Transmission. Contractor shall ensure that any and all transmission or exchange of data with Florida State University and/or other parties expressly designed by Florida State University shall take place via secure means, e.g. HTTPS or FTPS.
 - (d) Data Storage. Contractor shall ensure that any and all data will be stored, processed, and maintained solely on designed target servers and that no data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes.
 - (e) Data Encryption. Contractor shall store all backup data as part of its designated backup and recovery processes in encrypted form, using no less than 128 bit key.
 - (f) Return or Destruction of Data. Upon cancellation, termination, expiration, or other conclusion of the Contract, Contractor shall erase, destroy, and render unreadable all data, including copies, in possession of Contractor, its subcontractors and agents and certify in writing that these actions have been completed within thirty (30) days of the termination of this Contract or within seven (7) days of the request of FSU, whichever shall come first.
 - (g) Notification of Network or Data Breach. Contractor shall immediately report in writing to FSU any network breach and/or use of FSU data not authorized by the Contract, including any reasonable belief that unauthorized access to the data has occurred. Contractor shall make the report to FSU not less than two (2) business days after Contractor reasonably believes there has been such unauthorized use of FSU data. Contractor's report shall identify: (i) the nature of the unauthorized use of FSU data; (ii) the network element(s) and/or data used or disclosed; (iii) who made the unauthorized use or received the unauthorized FSU data; (iv) what Contractor has done, or shall do, to mitigate any negative effect of the unauthorized FSU data; and, (v) what corrective action Contractor has taken, or shall take, to prevent future unauthorized use of FSU data.

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: _____