



THE FLORIDA STATE UNIVERSITY FINANCE & ADMINISTRATION

Arena District Hotel & Convention Center Invitation to Negotiate



April 10, 2015

Table of Contents

I.	Statement of Purpose	1
II.	Background, Vision and Goals	1
III.	Timeline	5
IV.	Specifications	6
V.	Evaluation Process	6
VI.	Disclosure	8
VII.	Conditions	8
VIII.	Definitions	8
IX.	Sole Point of Contact	10
X.	Authority to Negotiate (See Attachment A)	10
XI.	Contractual Agreement	11
XII.	Formatting	11
XIII.	Delivery of Proposals	14
XIV.	Responsiveness And Responsibility Determination	16
XV.	Interpretations	16
XVI.	Nonconformance to Solicitation Conditions	17
XVII.	Additions, Deletions and Substitutions	17
XVIII.	Legal Requirements	17
XIX.	Lobbying and Gratuities	17
XX.	Advertising	18
XXI.	Public Inspection	18
XXII.	Competitive Solicitation (ITN) Award	18
XXIII.	Coverage and Participation	18
XXIV.	Special Accommodations	18

XXV.	Conflict Between Documents	19
XXVII.	Proprietary or Confidential Information	19
XXVIII.	Certification of Proposal	19
XXIX.	Attachments	20

I. Statement of Purpose

The objective of this Invitation to Negotiate (ITN) is to enable Florida State University (FSU) to enter into an agreement with an expert or team of experts for the Arena District development (The Development) in whole or in part of the +/- \$300 million Arena District to be located on approximately 25 acres of land in the already bustling heart of Tallahassee, situated between the Florida State Capitol Complex and the campuses of Florida State University (“FSU”) and Florida A&M University (“FAMU”).

Although FSU is interested in hearing a variety of creative and financially attractive approaches from Respondents, The Development will generally be based upon the components presented in the Arena District Master Plan. The Development will serve as an enhancement and addition to existing FSU facilities and should reflect a design and ambiance congruent with the campus aesthetic objectives.

The Development will potentially host clientele who are visitors, graduates, and friends of FSU, as well as renowned national and international figures from the fields of politics, sports, the sciences, literature, and the arts. Essential elements include full service accommodations, guest rooms and suites, on-site dining, and facilities for conferences, meetings, and events. While the conference and meeting settings should facilitate academic-level productivity, facilities also should be available for, or can convert to, areas for any type of community event such as awards ceremonies, weddings, and related celebrations.

This facility will be expected to provide a financial return to FSU. This could be in the form of ground rent or other equally-attractive remuneration. The Successful Respondent, if any, will enter into a contract with FSU that provides for the performance of all terms and conditions set forth in this ITN, unless FSU has agreed to accept or negotiate specific differing terms and conditions.

II. Background, Vision and Goals

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 475 acre academic environment for more than 42,000 students and over 10,000 employees. FSU is built on a foundation of cherished values and a unique heritage, on the oldest continuous site of higher education in Florida, with championship athletics, and a prime location in the heart of the state capital.

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.

Florida Agricultural and Mechanical University's (FAMU) academic achievements are what set it apart as a unique learning experience. In 2014, FAMU was recognized among U.S. News & World Report's "Best National Universities", including recognition as the top public historically black college or university in the nation for 2015. FAMU values diversity in thought, perspective, and culture. The 420 acre main campus enrolls approximately 10,000 students hailing from across the United States and more than 70 countries. The student body includes representatives from all ethnic, socio-economic, and religious backgrounds.

The Arena District – FSU has an ambitious yet achievable vision for The Development, derived from a set of overarching goals established at the outset of the planning process. These goals, listed at right, provide a philosophical basis for The Development and have guided the design process throughout the master planning effort.

Respondents are asked to spend considerable time familiarizing themselves with the Arena District Master Plan as the University has spent considerable time and resources in creating it. However, the University is not bound, nor limited, to what is found in the Master Plan. If a respondent is able to propose an alternative that better meets the goals of the project, the University is open to such creativity.

ARENA DISTRICT VISION GOALS

1. **Establish the identity** of the Arena District as a vibrant, connected, and mixed-use University and City District
2. **Provide the best possible student experience** in siting new University facilities within the District
3. **Create a strong civic statement** with the new Conference Center
4. **Provide spaces for celebrating** team spirit and special events within the public realm
5. **Sequence investments and projects** to create a realizable implementation plan

The creation of a vibrant, inviting, and varied public realm is a major focus of the vision. A series of connected parks, plazas, allées and shaded walkways provide a verdant framework for the District that responds both to the larger urban context and to the human scale.

FSU and its local partners envision a robust mix of interrelated uses in the Arena District, including a conference/convention center, retail space, a full service hotel, restaurants, new training space for the basketball team, and academic buildings. The new program proposed for the site totals between 700,000 and 800,000 gross square feet (GSF), and could stretch to as much as 1 million GSF, a dramatic intensification of uses on the site.

Prominent new buildings, including the FSU College of Business, a new full-service hotel, and the convention center, are sited to provide a refreshed identity for the District and to reinforce the overall civic structure of Tallahassee. The convention center creates a strong visual landmark and the College of Business, sited at the highest point of the O’Connell block and adjacent to the restored chain of parks, creates a strong civic gesture for FSU close to downtown Tallahassee and the State Capitol Complex.

USE	PROGRAM (GSF)
HOTEL/CONFERENCE	164,000 - 240,000
<i>Guest Rooms (200-300)</i>	100,000 - 150,000
<i>Common Areas</i>	32,000 - 48,000
<i>Conference/Meeting Space</i>	32,000 - 42,000
CONFERENCE FACILITY	80,000 - 100,000
Phase 1	40,000 - 60,000
Phase 2	40,000 - 60,000 (up to 100,000)
EXISTING CONFERENCE SPACE	127,000
<i>Turnbull Center</i>	50,000
<i>Civic Center Exhibit Hall</i>	53,000
<i>Civic Center Meeting Rooms</i>	24,000
RETAIL	22,000
COLLEGE OF BUSINESS	225,000
ENTREPRENEURIAL SPACE	20,000
BASKETBALL TRAINING ADDITION	60,000
TOTAL	698,000 - 794,000 GSF

The vision for the Arena District encompasses a program mix that meets the needs and strategic priorities of FSU and contributes to a vibrant and distinct destination within central Tallahassee. Consensus around the program evolved over successive planning studies.

FSU’s stakeholders agreed on hospitality, athletic, and academic uses on the site, including a new building for the College of Business and space for the School of Hospitality. External stakeholders, like the City of Tallahassee, desired renovations to the Civic Center building and improved conference facilities. The consensus planning program is summarized in the table at left.

FSU's decision to assume responsibility for the Civic Center stems from an outward- and forward-looking vision established in its Master Plan. The 2008 update to the FSU Master Plan called for extending the physical boundaries of the campus to Maccomb Street, which defines the eastern edge of the Civic Center site, as well as continuing coordination of land use policies with the University's host communities, the City of Tallahassee and Leon County.



The acquisition of the Civic Center significantly expands these mandates, with FSU now responsible for programming the facility and coordinating the investments needed to refurbish it. Implicit in this responsibility is considerable discretion over how the broader Arena District will develop, and a challenge to the University to sync the varied interests of its internal and external stakeholders. FSU recognizes the importance of building consensus around a vision, evidenced by its decision to pursue a master planning process.

Planning for the redevelopment of the Civic Center and its site began in earnest in 2012 with several studies commissioned by the University, FSU, and local governmental agencies. These studies included analysis of the existing conditions of the Civic Center facility and site and also provided preliminary ideas for future development. The FSU Facilities Department conducted several detailed technical studies, including a structural analysis of the Civic Center and an environmental assessment of the site.

In addition to studies conducted by FSU, local governments and their agencies have looked at the Civic Center and its surroundings. The Tallahassee Downtown Improvement Authority completed a study in November 2013 that features a series of recommendations for downtown development, including the Civic Center site. Many of these studies and supporting documentation are available in the resources listed in the appendix to this document.

All of the previous planning efforts set the stage for the Arena District Master Plan to expand and refine the vision for the Civic Center within the district context, to delineate program and phasing concepts, and to integrate the physical and economic components of the site.

The Hotel

The full service hotel will add a highly desired service component to the campus. The facility will reflect a design and ambiance congruent with the campus educational and aesthetic objectives. Although numerous hotel market studies have been conducted focusing on the immediate downtown and campus areas in the past few years, the number of rooms in this facility should be determined by the overall program developed for this site and what is in the best interest of the Development.

Distinction, warmth, and style are important to the design and execution of the facility, as are demonstrating the history and the academic standing of FSU while combining state-of-the-art technology and contemporary style.

A Convention Campus

The combination within the Development of the existing meeting, exhibition and conference space found in the Augustus B. Turnbull Florida State Conference Center, The Donald L. Tucker Civic Center, new space to be created as a part of the Hotel, and the new Convention center should all work seamlessly together. The opportunity exists, if creatively and carefully designed, to create a truly distinctive, if not unique, convention campus that integrates all of these pieces into a distinctive and attractive whole that will help to attract local, regional and national conference and convention business.



Additional Information

It is highly recommended that any firm interested in responding to this ITN take a significant amount of time to review and understand Florida State University, the City of Tallahassee, applicable Florida laws, and the tuckercenter.fsu.edu website.

III. Timeline

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 below. If the University determines, in its sole discretion, that it is necessary to change any of these dates and times, it will issue an Addendum to the ITN and issue a Notice of Addendum on the Procurement Services website. All times listed are Eastern Standard Time (EST). It is the Respondent's responsibility to check the Procurement Services website for any updates or addendums to this ITN.

Task	Date
FSU Issues ITN	4/10/2015
Non-Mandatory Pre-Proposal Conference On-Site FSU Main Campus, Tallahassee, FL (Please anticipate a few hours for this site visit)	4/30/15, 10:00 a.m.
Last Day for Respondent Questions	5/11/15, 5:00 p.m.
Addenda Released (if necessary) w/ Answers to Questions	5/18/15/14, 5:00 p.m.
ITN Proposal Due Date	7/14/15, 1:00 p.m.
FSU and Committee Review Proposals	July-Aug 2015
Negotiation Meetings Start	Week of 9/8/15
Post Intent to Award on or about	10/5/2015
Work to Commence	TBD
Work Completion	TBD

IV. Specifications

Respondents are asked to provide a proposal which describes and illustrates their plans for the Development in the format described in Section XII. Although a single master developer for the Developer is one possible model, FSU will accept proposals for either the entire development or just the component(s) that the Respondent is interested in developing. In addition to the specific items mentioned in Section XII, the proposal should include information, diagrams, spreadsheets, illustrations, or collateral materials as necessary to effectively communicate the respondent's conceptual vision for the Development to include developing versus operating the Development, timelines, specific plans and means of approaching the process of fully programming the site, along with preliminary financial viability information and the financial remuneration proposed to benefit FSU.

In order to develop appropriate, historically-sensitive and cost-effective projects, Florida State University has adopted three sets of standards that provide guidance to architects and engineers on the appearance and performance of its buildings. The first two sets are the "Architectural Design Guidelines" and the "Landscape Design Guidelines" that can be found in Elements 15 and 16, respectively, in the University's Campus Master Plan (see links below). These two sets of guidelines describe the University's overall architectural and landscape design intent for new construction and major renovation projects. The third set is the Technical Design Guidelines and Specifications which, as the name suggests, provide much more detailed information about building materials, systems and products (see link below). Combined, all three sets of standards answer the majority of questions about the University's expectations on not only what a project should look like but also about how a building and its landscape should perform.

These various standards are more optimally applied to projects that are typically found on the FSU campus, such as research and academic buildings, residence halls, and auxiliary facilities, such as student unions. In this particular instance, respondents should be aware of these standards and how they could be applied to the projects discussed in this solicitation. Though the University will not require adherence to these standards, it does expect that the design of all projects attempt to follow the spirit of the guidelines.

Architectural Design

Guidelines: https://www.facilities.fsu.edu/depts/planningMan/Documents/MP_docs/GOP/15ARCH.pdf

Landscape Design

Guidelines: https://www.facilities.fsu.edu/depts/planningMan/Documents/MP_docs/GOP/16LANDSC.pdf

Technical Design Guidelines and

Specifications: <https://www.facilities.fsu.edu/depts/designConstr/guidelines.php>

V. Evaluation Process

FSU will establish an Evaluation Committee comprised of representatives knowledgeable about the services and intent of the ITN to evaluate all proposals. The purpose of the Committee and evaluation process is to objectively review, discuss, and analyze submitted proposals and to narrow the list of Respondents to those firms which present the best proposal and are best qualified to provide any and all of the services outlined in the ITN. The Evaluation Committee will evaluate and provide a consensus opinion of all initial proposals. The proposal(s) most closely aligned with the preferred requirements or offering a solution that is determined to be desirable and in the best interest of FSU by the Evaluation Committee will be invited into the negotiation

process. After initial written proposal responses have been evaluated, the following negotiation process will be utilized:

- a. FSU may determine a short list of two or more companies with whom to enter into negotiations either concurrently or sequentially, whichever is in the best interest of FSU.
- b. If, at the conclusion of the negotiation process, the evaluation team feels that further evaluation of an offer is not needed and is unlikely to end in a contract award to the Respondent, the Respondent may be notified that his/her participation has been terminated.
- c. At the conclusion of this negotiation process, companies in whose offer FSU is still interested may be asked to submit a written best and final offer to memorialize all agreements reached during negotiations and to extend additional benefits to FSU. An invitation to submit a best and final offer is not automatic.
- d. The negotiation process will stop upon submission of the “best and final” offers and companies will not be allowed to make further adjustments to their offer or communicate further with FSU, except to respond to requests for clarification from the Committee.
- e. The final recommendation of the Evaluation Committee will be presented to the FSU Vice President for Finance & Administration, and will be based upon the initial written response, negotiation sessions, and any best and final offers, if applicable. The committee will recommend that award(s) be made to the responsive and responsible Respondent(s) whose proposal is most advantageous to or in the overall best interest of FSU, taking into account the evaluation criteria.

FSU May:

- Reject any and all proposals or any part thereof, to waive informalities, to accept and further negotiate the proposal(s) deemed most favorable and beneficial to FSU, and to make single or multiple awards. Incomplete proposals may not be considered in the evaluation.
- Reserve the right to, but is not obligated to, request and require that each Respondent provide an in-person formal presentation of its proposal at a date and time to be mutually determined.
- Reserve the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation and other qualifications of the Respondent(s) and any subcontractors and to reject any proposal irrespective of pricing and financial terms if it is determined that the Respondent is deficient in any of the essentials necessary to assure acceptable standards of performance in the services of this ITN.
- Reserve the right to refrain from notifying the unsuccessful Respondent(s) that their proposals have not been awarded until after FSU has entered into a binding agreement.
- Reject proposals not received by the written proposal due date/time required by the ITN.

FSU Will:

- Reject any proposal that fails to meet mandatory specifications (i.e. functional, cost or contractual requirements) stated in the ITN.

No specific point values will be assigned to responses, however FSU'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:

- 1) Respondent's ability to articulate, address, and outline its plan to meet and accomplish all of the necessary components in order to make the Development a reality;
- 2) Respondent's relevant experience, qualifications, and previous success;
- 3) Respondent's overall creativity, commitment and excitement to work on this project with FSU;
- 4) Respondent's financial health and wherewithal;
- 5) Respondent's ability to incorporate and describe responses to Questions regarding services;
- 6) Respondent's references from current or former clients;
- 7) The financial components and financial return potential to FSU of Respondent's proposal;
- 8) Respondent's specific experience with public-private-partnerships (P3);
- 9) Respondent's knowledge of Florida specific development and P3 rules, laws, and practices.

VI. 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 the project, including but not limited to, financial services, architectural services, construction services, or marketing services.

VII. Conditions

Evaluation and Award – This ITN does not commit the FSU 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 FSU 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 FSU's sole judgment, provides the best proposal with respect to qualifications and abilities.

Conflict of Interest – A firm or business filing a response thereby certifies that no officer, agent, board member, or employee of FSU has a pecuniary interest in the proposal and that the proposal is made in good faith without fraud or collusion.

VIII. Definitions

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

- b. Invitation to Negotiate – a written or electronically posted solicitation for competitive sealed replies to select one or more Respondents with which to commence negotiations for the procurement of commodities or contractual services.
- c. May, Should – indicates something that is not mandatory, but permissible, recommended, or desirable.
- d. Minor Irregularities – irregularities that have no adverse effect on FSU’s interest, will not affect the amount of the ITN and will not give a Respondent an advantage or benefit not enjoyed by another Respondent.
- e. Must, Shall, Will – the words “shall,” “must,” or “will” are equivalent and indicate mandatory requirements or conditions. FSU will not waive Responder’s material deviation from any of the mandatory requirements.
- f. Proposal/Response – the entirety of the Respondent’s submitted proposal responses to each point of an ITN, including any and all supplemental offers or information not explicitly requested within the ITN.
- g. Respondent - anyone who submits a timely offer in response to this ITN.
- h. Responsible Vendor – a Respondent that has submitted a proposal, or reply that conforms in all material respects to the solicitation
- i. Responsive Proposal – a proposal, or reply submitted by a responsive and responsible Respondent that conforms in all material respects to the solicitation.
- j. Sole Point of Contact - the Procurement Officer or designee to whom Respondents shall address any questions regarding the solicitation or award process. The sole point of contact shall be the arbitrator of any dispute concerning performance of the Contract.
- k. Successful Respondent - the Respondent(s) or individual(s) who are the recommended recipient(s) of the award of a contract under this ITN (also synonymous with “Payee”, “Offerer,” “Contractor” and “Vendor”). If a Respondent is a manufacturer, its certified dealers and resellers may also furnish products under the Contract; in choosing to do so, the dealers and resellers agree to honor the Contract and the term “contractor” shall be deemed to refer to them. Unless awarded the Contract as a direct Respondent, however, dealers and resellers are not parties to the Contract, and the Respondent that certifies them shall be responsible for their actions and omissions.
- l. University – Florida State University, Florida State University Board of Trustees is a public body corporate of the State of Florida.

IX. Sole Point of Contact

Ian R. Robbins
Director & Chief Procurement Officer
Procurement Services
282 Champions Way, Ste. A1400
Tallahassee, FL 32306-2370
Phone: 850-644-6850
Email: irobbins@fsu.edu

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

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

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

X. Authority to Negotiate (See Attachment A)

- a. Representatives of the Respondent(s) selected to participate in oral negotiation(s) shall be required to submit written authorization from the company CEO or CFO attesting to the fact that the company's lead negotiator is authorized to bind the company to the terms and conditions agreed to during negotiations and as contained in the Respondent's best and final offer. FSU will not enter into extensive contract negotiations with the selected Respondent(s) after the negotiation process has been completed. If FSU determines that a company awarded a contract based on this ITN does not honor all agreements reached during the negotiations, as contained in the best and final offer, FSU reserves the right to immediately cancel the award and to place the company on FSU's suspended vendor list.

- b. Company negotiators shall enter the negotiations prepared to speak on behalf of the Respondent's company. FSU reserves the right to immediately terminate negotiations with any company whose representatives are not empowered to, or who will not make a best and final offer from any company whose representative(s) have been unable or unwilling to commit to decisions reached during the verbal negotiation process.
- c. Only representatives of the selected companies who are authorized to negotiate and initiate contracts shall be involved in negotiations.

XI. Contractual Agreement

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

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

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.

XII. Formatting

a. Response Format

1. Submit one (1) original hardcopy and 5 copies of the proposal in hard copy form, or 5 electronic copies on 5 separate flash drives. Additionally, 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 FSU to electronic media such as websites, cd's, disks, or tapes in order to obtain the required information or submittals.

5. Information submitted that is not requested by FSU may be considered to be supplemental, not subject to evaluation by the committee members.
6. If there is any information or required submittals which due to size or binding cannot be incorporated following the proper tab, the Respondent must provide information following the numbered tab, telling the evaluation committee where the information can be found in the response.

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

b. Tabular Format

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

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

- a. Provide an overview and history of your company, and experience in providing Developments similar in scope to those requested in 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 develop the District as a whole, or only some individual element or mix of components of the district.

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 III. 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, public entity, or other similar clients that you have serviced.

- a. Provide a list of current or recent similar-type Developments, if any, which are located in the United States. Client account information shall include contact name, address, phone number, length of service. NOTE: FSU reserves the right to contact these clients, if deemed necessary. Additionally, include the firm's key professionals involved in the account and who of that staff would be assigned to this account.
- 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 will provide services to and be assigned to the FSU account. Provide resumes that describe the job qualifications, skill sets and experience of each staff member. Clearly indicate if subcontractors or sub-consultants will be used.

Tab 5: Respond to General Performance Requirements/Specifications.

- a. Demonstrate an understanding of the services FSU requires under this contract.
- b. Provide a work plan and methodology the Respondent will employ to fulfill the requirements in this ITN.
- c. An initial conceptual assessment of current and projected market conditions for the range of uses that the Developer believes are appropriate for the Development. This assessment is not intended to be a comprehensive market study, but rather a preliminary evaluation of the market forces that helped to determine the Developer's general concept plan for the Site.
- d. A general assessment of the physical site opportunities and constraints, which will guide or bound the Developer's development plan.
- e. Using the Master Plan as a guide, but not as a directive, a list of potential uses of the site and the reasoning behind the choices. The list will identify required sales, occupancy rates and projected revenue for retail proposed. This may include:
 1. Determining the scale of the development
 2. Preliminary retail square footage the development could support

3. Description of amenities included in the Project
4. Conceptual drawings of the building(s)

f. A conceptual management plan that would include an organizational chart, fees, responsibility matrix and a narrative that details how the management of the project and the operating entity(s) will function short-term and long-term.

g. Provide an initial marketing plan.

Tab 6: Financial Statement: Provide a Financial Statement for the most recent calendar or fiscal year.

Tab 7: Additional Tab for Supplemental Information at the Respondent's discretion.

Tab 8: Financial Proposal. Describe financial considerations or creative offerings such as ground lease payments, profit shares, signing bonuses, rebates, multi-year discounts, growth incentives, programs resulting in the end user being charged a reduced amount, early payment discounts, scholarship sponsorships, etc. A conceptual draft pro forma modeling one or more scenarios that describes the development phase, capital funding, and steady state operations over time will greatly assist in the consideration of the respondent's proposal.

Effective Period of Proposals. Under this ITN, Respondent's pricing shall remain firm for a period of no less than one hundred and twenty (120) days following the closing date, in order to allow time for evaluation, approval, and award of the contract. Any Respondent who does not agree to this condition shall specifically communicate in its proposal such disagreement to the University, along with any proposed alternatives. This University may accept or reject such proposed alternatives without further notification or explanation.

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

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.

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 a ITN price must be initialed. All proposals are subject to the conditions specified herein. Any response that does not comply with these conditions will be rejected.
- b. Do not alter this ITN document in any way. The only acceptable changes or alterations to this ITN will be made in the form of addenda and issued only by FSU Procurement Services.
- c. Only fully capable and responsible companies, who are in good standing with the State of Florida and FSU, who can demonstrate the ability to fulfill all specifications, and that possess the financial capability, experience, and personnel resources to provide all goods and services of the scope and breadth described in this ITN should respond.
- d. The Respondent submitting the proposal warrants that, to the best of their knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish its ability to satisfy Contract obligations, should a contract be awarded.
- e. **No Proposal Submitted.** If not submitting a response to this ITN, respond by returning only the ITN acknowledgement form with the statement “NO RESPONSE” written on it and a brief explanation in the space provided above. Failure to respond to a ITN by not returning a response or this acknowledgement form may result in removal of your company from the FSU’s ITN bidder database.
- f. **Delivery Deadline.** The absolute deadline for receipt of sealed proposal responses is listed in Section III. The clock in the lobby of Procurement Services shall be the official timepiece for determining if a response has been received at the correct time. FSU is not responsible for lost, misdirected or mis-delivered, or late proposal packages for Respondent(s) using delivery services/carriers (i.e. USPS, FedEx, DHL, UPS, etc.).
- g. **Samples.** Samples of items, when called for, must be furnished free of expense, and if not destroyed, may, upon request, be returned at the Respondent’s expense. Each individual sample must be labeled with Respondent’s name, manufacturer’s brand name and number, ITN number and item reference. A request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your proposal. If instructions are not received within this time, the samples shall be disposed of by FSU.
- h. **Disqualification of Respondent.** Only one proposal response from an individual, firm, partnership, corporation or association under the same or different names will be considered. Reasonable grounds for believing that a Respondent is involved in more than one proposal response for the same ITN will be cause for rejection of the highest proposal response in which such

Respondents are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Respondents. Proposals in which the prices obviously are unbalanced will be subject to rejection.

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

Important Note Regarding Initial Written Response

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

XIV. 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.”

XV. Interpretations

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

the Respondent's right to protest the ITN specifications. FSU reserves the right to determine which changes to the ITN shall be acceptable.

XVI. Nonconformance to Solicitation Conditions

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

XVII. Additions, Deletions and Substitutions

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

XVIII. Legal Requirements

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

XIX. Lobbying and Gratuities

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

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

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

XX. Advertising.

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

XXI. Public Inspection

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

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

XXII. Competitive Solicitation (ITN) Award

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

XXIII. Coverage and Participation

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

XXIV. Special Accommodations

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

XXV. Conflict Between Documents

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

XXVII. Proprietary or Confidential Information

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

XXVIII. Certification of Proposal

Respondent agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced ITN and any addenda thereto in the event of any award. Exceptions are to be noted as stated in the ITN. By signature on the Competitive Solicitation Acknowledgement form, the Respondent certifies that (1) proposal did not involve collusion or other anti-competitive practices, (2) Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal, (3) Respondent certifies there is no employee of FSU, or whose relative has, a substantial interest in any Agreement subsequent to this ITN, (4) Respondent certifies they are not currently debarred, or suspended or proposed for debarment by any federal entity and agrees to notify FSU of any change in this status, should one occur, until such time as an award has been made under this procurement action and (5) Respondent certifies review of the ITN in its entirety and understands the terms and conditions contained herein and referenced below.

FSU's Standard Insurance Provisions:

<http://procurement.fsu.edu/sites/default/files/media/doc/StandardInsuranceProvisions.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>

XXIX. Attachments

- Attachment 1: Contextual Map of Development Site
- Attachment 2: Potential Mixed Use Concept by Populous Consultants
Full Report: <http://fsu.edu/tuckercenter.html>
- Attachment 3: FSU Dedman School of Hospitality
<http://dsh.fsu.edu/>
- Attachment 4: Donald L. Tucker Civic Center
Space Configurations
<http://www.tuckerciviccenter.com/>
- Attachment 5: Florida State Conference Center - *Augustus B. Turnbull III*
Space Configurations
<http://learningforlife.fsu.edu/fsu-conference-center/>
- Attachment 6: Gaines Street Revitalization
<http://www.talgov.com/gaines/GainesStreet.aspx>
- Attachment 7: Visit Tallahassee
<http://www.visittallahassee.com/>
- Attachment 8: Strategic Planning Group Feasibility Study Executive Summary
<http://arenadistrict.fsu.edu/documents/SPG-EXECUTIVE-SUMMARY-031414.pdf>
- Attachment 9: Imagine Tallahassee
<http://cms.leoncountyfl.gov/Imagine-Tallahassee>
- Attachment 10*: Arena District Website
<http://tuckercenter.fsu.edu/>
- Attachment A: Authority to Negotiate
- Attachment B: Standard Contract Template

* Respondents are asked to carefully review the Arena District website as most of the sites and materials listed above are linked from this site, and full copies of all planning documents, including the Arena District Master Plan are available for download.

Attachment 1

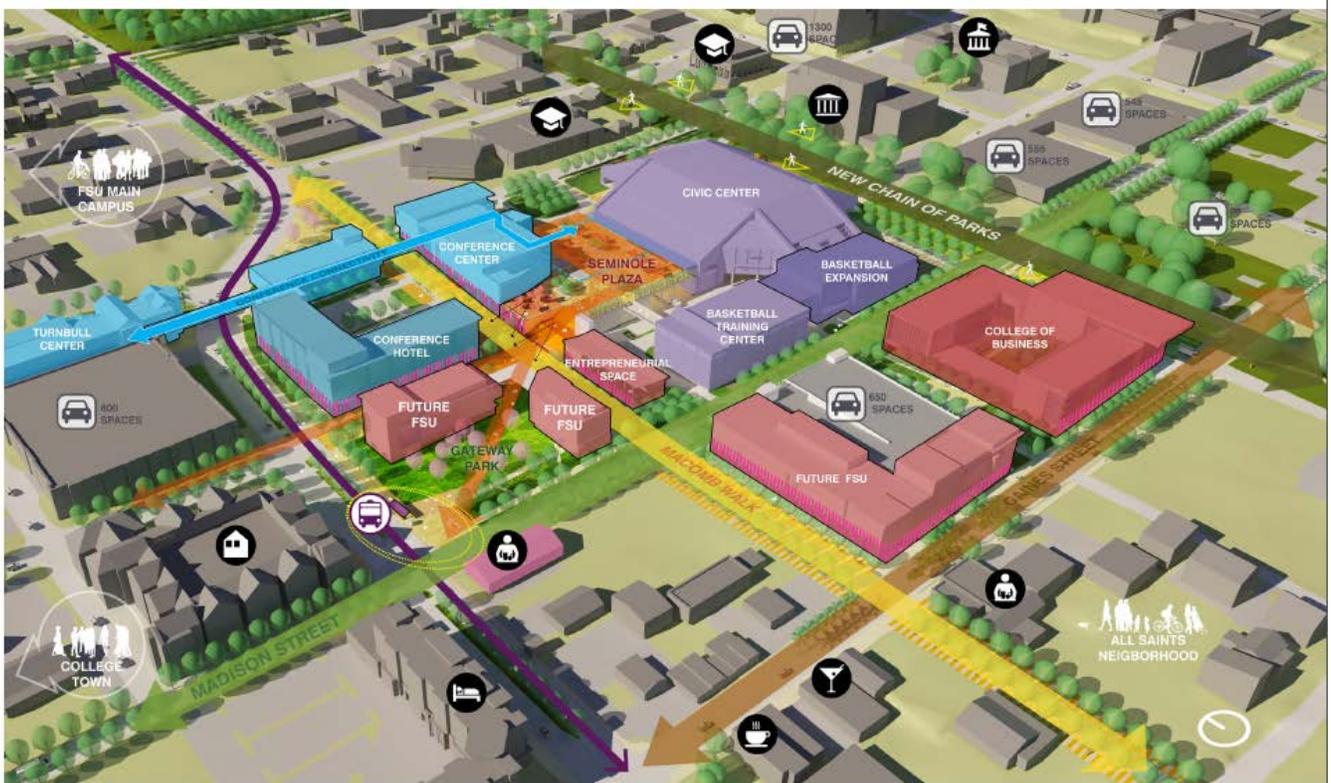
Contextual Map of Development Site

LANDSCAPE FRAMEWORK





View from Southeast, proposed long-term vision for Florida State University Arena District



Long-term vision for the Arena District, showing planned and future development including restoration of the street grid at the northeast corner of West Macomb and West Madison Streets.

Attachment 3

FSU Dedman School of Hospitality

<http://www.dsh.fsu.edu>



FLORIDA STATE UNIVERSITY
Dedman School of Hospitality

DSH Search

Quicklinks

DEDMAN SCHOOL OF HOSPITALITY

- Students
- Academic Programs
- Faculty & Research
- Alumni
- Industry Partners
- Contact Us

Florida State / Dedman School of Hospitality



Dedman School of Hospitality graduates earn a Bachelor of Science in Hospitality Management conferred by the College of Business with a major in Hospitality or PGA Golf Management. The curriculum for both majors is comprehensive and rigorous, combining the best the Dedman School of Hospitality has to offer with solid hospitality management principles.

Founded in 1947, the Dedman School of Hospitality has a long tradition of excellence in the hospitality industry. Boasting a nearly 100-percent placement rate for its graduates, the Dedman School is the ideal place to prepare for a multitude of opportunities in the hospitality and tourism industry. The hospitality industry is composed of many different facets that focus on providing services for diverse consumers.

Hospitality management industry careers include: Hotel and Lodging Operations, Bed and Breakfast Management, Limited-Service Facilities, Luxury Hotels, Resort Operations, Restaurant Operations, Quick Service Restaurant Operations, Bar and Beverage Operations, Catering Services, Casinos, Golf Management, Attractions, Cruise Lines, Distribution Services, Meetings and Event Services, Private Clubs, Senior Living Centers, Travel Management Companies, Real Estate Opportunities in Hospitality, Teaching in Hospitality and Management Consulting.

For more information, contact our Director, Dr. Jane Ohlin, at johlin@fsu.edu or (850) 644-4891.

You may also call the front desk at (850) 644-4787.

Follow us on Facebook



Events and Announcements

April 26 - Last day of classes

May 4 - Graduation

J.W. "Bill" Marriott awarded the Cecil B. Day Ethics Award [read more](#)

Online Giving

[Give Online](#)



© Department of Hospitality, UCB 4100, Florida State University, Tallahassee, FL 32306
(850) 644-4787 | Comments & broken link reports to Alashia Piotrowski

Attachment 4

Donald L. Tucker Civic Center

<http://www.tuckerciviccenter.com/>

The image is a screenshot of the Donald L. Tucker Civic Center website. At the top, there is a search bar with the text "SEARCH YOUR EVENT OR KEYWORD" and a magnifying glass icon. Below the search bar is the center's logo, which includes the Florida State University seal and the text "Donald L. Tucker Civic Center FLORIDA STATE UNIVERSITY". To the right of the logo are five navigation buttons: "EVENTS & TICKETS", "PLAN YOUR VISIT", "PREMIUM SEATING", "BOOK YOUR EVENT", and "ARENA INFORMATION".

The main banner features a woman in a tan trench coat pointing towards the camera. The text on the banner reads: "FLORIDA STATE WOMEN'S BASKETBALL THE DANCE STARTS IN TALLAHASSEE". Below this, it says "NCAA 2015 BASKETBALL CHAMPIONSHIP" with the NCAA logo and a basketball icon. The date "MARCH 20" is displayed in a gold box, followed by "NCAA WOMEN'S BASKETBALL FIRST AND SECOND ROUNDS" and a small Florida state icon. At the bottom left of the banner, it says "SATURDAY MARCH 21ST, 2015".

Below the main banner are four smaller promotional images: 1) The NCAA 2015 Basketball Championship logo. 2) A poster for "THE OUTSIDERS ERIC CHURCH WORLD TOUR" featuring a man with his arms raised. 3) A poster for "THE OUTSIDERS" featuring a group of men in a field. 4) A poster for "J/C MEDIA COMPANY LLC" featuring a group of women in colorful outfits.

Attachment 5

Florida State Conference Center <http://learningforlife.fsu.edu/fsu-conference-center/>



SEARCH FLORIDA STATE

Web Search

THE FLORIDA STATE UNIVERSITY

FSU CONF Quick Links

Augustus B. Turnbull III
FLORIDA STATE CONFERENCE CENTER

Where hospitality meets technology, the Florida State Conference Center can host a full schedule of academic events, government meetings, and live webcasts.

MEET IN THE CENTER CONNECT TO THE WORLD



Conference Home

Facility

Services

Frequently Asked Questions

About Us

Host Your Next Event at the Florida State Conference Center



Located on the corner of Pensacola and Copeland Streets, the 47,000 square foot facility features:

- three video walls
- LCD screens, Blu-Ray technology
- 802.11G wireless Internet
- live webcasting
- five-story parking garage
- professional event management
- flexible catering options
- 350-seat auditorium
- 336-seat dining room
- executive boardroom
- eight additional breakout rooms that can host from 10-100 guests

Consistent with the department's mission of learning for life, the Center is intended for academic conferences, government meetings, association programs, corporate seminars and professional development events.



Two Floors of Meeting Space

View the floor plan of the building (238kb PDF) to learn more about our event space or contact Conference Services.



Enjoy our video recap of the 2010 Florida Government Technology Conference held at the FSU Conference Center.

[Larger version of this video.](#)

Fully Integrated Presentation and Webcasting Solutions



Equipped with the latest in large format video displays, live presentation video streaming and a friendly and knowledgeable staff, the Florida State Conference Center stands ready to deliver your message. The Center's smart podiums feature all necessary connections for client ease of use, while the integrated audiovisual systems in each room provide clear sound and breathtaking visuals in HD quality. Webcast recorders capture and stream conferences for live or on-demand viewing.

Hundreds may attend but thousands can participate.

Attachment 6

Gaines Street Revitalization

<http://www.tal.gov.com/gaines/GainesStreet.aspx>

Tal.gov.com, the Official Website of the City of Tallahassee

City of Tallahassee

Live Play Work Government

About the City Departments

Sign In | Register

Project History

Pictures and Tour

Project Updates

Urban Design

Development of a Destination District

Project Overview

Cyclist Safety

Project Overview

Roadway work has transitioned to the second portion of Phase II construction. Work is taking place from Railroad Avenue to roughly Stone Valley Way. Allen's Excavating is the contractor for this portion of the work.

[More on the Gaines Street project overview](#)

Cyclists' Safety

The City has tried to balance the design of Gaines Street between the needed physical space for cars and the safety and comfort of pedestrians and bicyclists within the limited right-of-way. Gaines Street is a narrow corridor, and the improvements are being made within the existing right of way to help preserve existing businesses and limit the expense of the project. The current design is a result of a 2007 workshop with citizens on how to best design the roadway.

[More on Cyclist Safety](#)

like  on facebook

follow  on twitter

City of Tallahassee Gaines Street Project 300 South Adams Street Tallahassee FL 32301 850-891-6460 Maps and Directions	City Commission John Marks, III, Myr. Andrew Gillum Scott Maddox Nancy Miller Gil Ziffer	City Officials Anita F. Thompson, Mgr. Lewis E. Shelley, Atty. Sam McCall, Aud. James O. Cooke, IV, Tres.	City Services Utility Accounts Parking Tickets Trouble Report TPD Online Reporting Email Subscriptions	Online Kennel Driver Info Service Bid/RFP Information Athletics Registration WCDOT Online	Tal.gov.com Privacy Policy Disclaimer Site Tools Contact Us
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Attachment 7

Visit Tallahassee

www.visittallahassee.com



Where It All Comes Together Beautifully

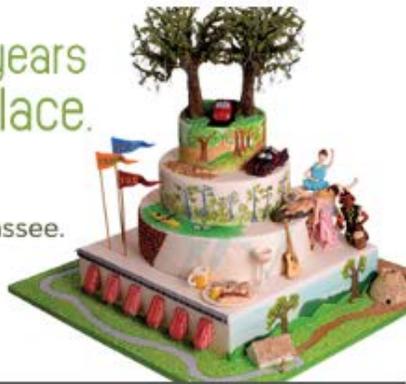


Celebrate 500 incredible years
in one extraordinary place.



It's Florida's 500th,
and the party is in Tallahassee.

[CHECK COMMEMORATIVE EVENTS](#)



NEWS

[NEWS ARCHIVE](#)

Featured Story

Creative Tallahassee 2013 Exhibit City Hall Art Gallery

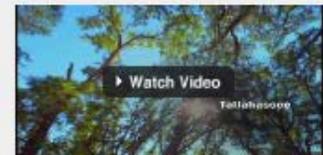
Celebrate the skill, talent, ingenuity and creativity of some of the most exciting artists in the Big Bend area. In this multimedia show at the City Hall Gallery, the Council ... [More](#)



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Select a Category

TALLAHASSEE VIDEOS



[More](#)

TALLAHASSEE VISITOR'S GUIDE



VISITOR'S GUIDE

The Official Guide to
Floridas Capital City
and Surrounding Area.

[Download](#)

[Request A Guide](#)

Attachment 8

Strategic Planning Group Feasibility Study Executive Summary

Full Document: <http://arenadistrict.fsu.edu/documents/SPG-EXECUTIVE-SUMMARY-031414.pdf>

EXECUTIVE SUMMARY

The overall Tallahassee/Leon County economy was not as negatively impacted by the Great Recession as was the State of Florida as a whole, because its economy is largely driven by State government and three (3) institutions of higher learning. However, the overall economy was still negatively impacted and is still in a state of recovery. Employment is still below its high and its residential housing market is still constrained by vacancies and foreclosures.

DEMOGRAPHICS

The overall population growth over the last three years is approximately 1% annually. Data suggests full recovery is possible in 2015. The County's overall population is projected to increase from its current population of 278,377 to 298,400 in 2020, or a growth rate of approximately 1%. The Demographics are:

- Still recovering from Recession,
- Full recovery by 2015
- Projected annual growth rate of 1%
- Market shows that District can support a Full Service Hotel, Student Apartments, Retail, and Parking Garage but does not currently support additional Office space.

MIXED USE CONCEPT

The analysis of the Tallahassee/Leon County real estate market and the new development occurring within the greater Gaines Street/West Madison Street redevelopment area (including the District) indicate that much of the new real estate development is being based on "Smart Growth" principles that feature the concept of "live, work, play and buy" all within a walkable community. This highest and best use analysis assumes that the various real estate segments discussed below and within the body of this report will also be based on Smart Growth principles and are not stand alone developments but rather fully intergraded mixed use developments whose individual parts are synergistically connected to one another.

HOUSING MARKET

The overall housing market is in a state of recovery. The market has a large amount of vacant units; vacancy rate is estimated at 13%. Foreclosures have been averaging 1,625 per year. The residential market has a growing multi-family segment which accounts for approximately 31% of the market. Over the last two years, multi-family housing (primarily student oriented) accounted for the majority of permits and construction. The market has not seen any major increase in market grade apartments (which has been the major housing growth section nationally and State-wide). The growth of student housing is the result of a geographic redistribution, not overall growth, and is largely driven by a new student housing paradigm. The new student housing product is largely driven by walkable proximity to the campus and located in mixed use smart growth communities. This mixed use student housing model, currently represents only ten (10) percent of the student apartment market, has the highest rental rates (\$1.72 per sq. ft. to 2.15 per sq. ft.). Gaines Street and West Madison developments have created a new major student housing hub based on the concepts of a "live, work, play and buy walkable" community. The area has seen 183 student housing units (813 beds) open in 2013 and are fully occupied, with another 414 units under construction with openings planned for late summer 2014. Interviews suggest that preleasing is proceeding at better than projected rate. There is not sufficient data to determine the potential size of this new product. The Gaines Street/ West Madison student housing market, with its mixed use developments, has the potential to become an entertainment and retail district with the introduction of 44,000 sq. ft. of retail space. It is the location of choice for new retailers to the area, including Urban

Attachment 9

Imagine Tallahassee

<http://cms.leoncountyfl.gov/Imagine-Tallahassee>



Imagine if you could build a city.
Imagine if YOUR ideas could make it happen.
Can YOU Imagine Tallahassee?

IMAGINE Tallahassee

IMAGINE Tallahassee is a grassroots initiative providing citizens an opportunity to brand their community. The brand will act as a powerful compass to guide economic developments strategies, capital investment decisions, and ensure Tallahassee's success for generations to come.

Background:

IMAGINE Tallahassee is financed with private funds, supported by County and City staff, and led under the guidance of a national consulting firm Wallace, Roberts, and Todd LLC (WRT). Local residents have demonstrated strong support and commitment in this process by offering to raise more than \$200,000 in order to secure the WRT consulting firm to guide the Steering Committee. WRT has had great success in undertaking similar efforts in communities such as Austin, TX; Albany, NY; and Bloxi, MS. The Leon County Sales Tax Committee has tentatively set aside up to 15% of the future infrastructure sales tax revenues (currently the Blueprint 2000 tax) for economic development. Once the branding process is complete, Imagine Tallahassee will provide the Sales Tax Committee, and ultimately the County and City Commissions, a compass for future economic development investment in our community. Following the Imagine Tallahassee initiative, the Sales Tax Committee will determine its final recommendations relating to the allocation of funds toward economic development and infrastructure projects.

This initiative has the potential to determine the best economic development use of more than \$90 million.

Vision:

We believe that together we can create something more powerful than one individual, group or sector could do alone. Our vision is to enrich what we already love about Tallahassee while creating a better tomorrow.

Attachment 10

Arena District Website

<http://tuckercenter.fsu.edu/>

FLORIDA STATE UNIVERSITY

Google Custom Search

DONALD L. TUCKER CENTER DISTRICT

HOME VISION PROGRESS MULTIMEDIA AFFILIATES FAQs

Hotel & Convention Center

Academics - FSU College of Business

Basketball & Training Facility

Restaurants & Retail

Looking to the future, the Tucker Center District will boast a hotel and convention center, new Florida State University academic buildings, as well as a generous mix of top-of-the-line sports facilities, retail locations, and more.

IN THE PRESS

September 25, 2014
[Donald L. Tucker Construction](#)

August 15, 2014
[Civic Center getting a new look](#)

August 4, 2014
[Florida State University spending \\$16M to upgrade Donald L. Tucker Civic Center](#)

LATEST DOCUMENTS

- [Global Spectrum names Ben Weiss General Manager of Donald L. Tucker Civic Center \[122.8 KB PDF\]](#)
- [Parking Lot Phasing and Scheduling \[3.7 MB PDF\]](#)
- [Sasaki's Community Stakeholders Presentation \[12.2 MB PDF\]](#)
- [Site Utilization Study \[24.7 MB PDF\]](#)
- [Meeting Workshop - August 2012 \[1.1 MB PDF\]](#)

AFFILIATES

ATTACHMENT A

AUTHORITY TO NEGOTIATE

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

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

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

_____ Date: _____

Signature of Authorized Officer

Printed Name

ATTACHMENT B

STANDARD CONTRACT TEMPLATE

THIS CONTRACT (“Contract”) is made as of the Effective Date by and between **Florida State University Board of Trustees**, a public body corporate of the State of Florida, acting for and on behalf of **Florida State University**, whose address is 222 S. Copeland Avenue, Westcott Building – Suite 211, Tallahassee, Florida 32306-1480 (hereinafter “FSU”) and **<Insert Contractor Name>** (hereinafter “Contractor”), a **<insert type of firm>** 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 details>**
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) **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 Contractor Name Address:</p> <p>Telephone: FAX: Email:</p>
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11. **Coordination with Contract Manager.** Contractor shall coordinate with and assist FSU's Contract Manager in the performance of the latter's responsibilities, which include without limitation:

- (a) Monitoring the activities of Contractor.
- (b) Receiving and reviewing the reports of Contractor to determine whether the objectives of the Contract are being accomplished.
- (c) Receiving and reviewing the invoices for payment of funds to assure that the requirements of the Contract have been met and that payment is appropriate.
- (d) Evaluating the process used by Contractor to monitor the activities of any subcontractor or assignee, if any.
- (e) Establishing the right for the Contract Manager to directly access subcontractors and assignees, if any, as the Contract Manager deems necessary.

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

13. **Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by FSU's designated Contract Manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the Contractor files with FSU a petition for administrative hearing. FSU's

decision on the petition shall be final, subject to the Contractor's right to review pursuant to Florida Board of Governors Regulations. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120. Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate court in Leon County, Florida; in any such action, Florida law shall apply. Each party shall be liable for its own costs and fees, including attorney's fees.

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

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

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

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

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

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, regulation, or accounting oversight body.
- (d) Meet all requirements for retaining public records and transfer, at no cost to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records

disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

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

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

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

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

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

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

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

Regulations (ITAR), or the Health Insurance Portability and Accountability Act (HIPAA), the Genetic Information Nondiscrimination Act (GINA)); or (v) ought in good faith to be treated as sensitive, proprietary, or confidential.

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

25. **Security Standards.** 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. **Tax.** FSU is exempt from State sales and use tax.

29. **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.

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

31. **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.

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

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

34. **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.

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

36. **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.

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

38. **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.

39. **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.

40. **Entire Contract.** This Contract as amended, its Attachments, and <ITN #, if applicable> 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 forth above.

FSU:

THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, a public body corporate, acting for and on behalf of THE FLORIDA STATE UNIVERSITY

Signature: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR:

CONTRACTOR NAME

Signature: _____

Name: _____

Title: _____

Date: _____

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

Signature: _____

Name: _____

Title: _____

Date: _____

Approved on behalf of Florida State University Procurement Services.

Signature: _____

Name: _____

Title: _____

Date: _____