



FLORIDA STATE UNIVERSITY SEMINOLE BOOSTERS, INC.

**INVITATION TO NEGOTIATE
ITN #2025-001**

FOOTBALL STADIUM HOTEL

Table of Contents

I.	Statement of Purpose.....	3
II.	Background, Vision and Goals	3
III.	Timeline	4
IV.	Specifications	4
V.	Evaluation Process	5
VI.	Disclosure	7
VII.	Conditions.....	7
VIII.	Definitions	7
IX.	Sole Point of Contact.....	8
X.	Authority to Negotiate (See Attachment A)	9
XI.	Contractual Agreement.....	9
XII.	Formatting	9
XIII.	Delivery of Proposals	12
XIV.	Responsiveness and Responsibility Determination.....	13
XV.	Interpretations	14
XVI.	Nonconformance to Solicitation Conditions.....	14
XVII.	Additions, Deletions, and Substitutions.....	14
XVIII.	Legal Requirements.....	15
XIX.	Lobbying and Gratuities	15
XX.	Advertising	15
XXI.	Competitive Solicitation (ITN) Award.....	15
XXII.	Special Accommodations	16
XXIII.	Conflict Between Documents	16
XXIV.	Certification of Proposal	16
XXV.	Attachments	16

I. Statement of Purpose

The objective of this Invitation to Negotiate (ITN) is to enable Seminole Boosters, Inc. (SBI) to enter into an agreement with an expert or team of experts for a hotel development (The Development) to be located on approximately 7 acres of land within close proximity to the Florida State University Doak Campbell Football Stadium, located in Tallahassee, Florida.

The Development will serve as an enhancement and addition to existing Florida State University (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 SBI. 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 SBI that provides for the performance of all terms and conditions set forth in this ITN, unless SBI 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 486-acre academic environment for more than 43,000 students and over 15,000 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 18 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 3,000 graduate and professional degrees.

Seminole Boosters, Inc. – A University Direct Support Organization that supports the intercollegiate athletic program of FSU and oversees its annual fund and other fundraising programs. As the fundraising arm of FSU Athletics, SBI is responsible for engaging fans, alumni and loyal supporters of FSU in order to generate financial contributions for the purpose of enriching the overall educational and athletic experience for over 500 student-athletes participating in 20 sports programs by providing financial security for long-term growth and prosperity.

The Hotel – The full-service hotel will add a highly desired service component to the area. The facility will reflect a design and ambiance congruent with the campus educational and aesthetic objectives. 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.

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 above. If SBI 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. All times listed are Eastern Standard Time (EST). It is the Respondent’s responsibility to check SBI’s website for any updates or addendums to this ITN.

Task	Date
SBI Releases ITN	12/12/2024
Question Submission no later than 5 pm EST	12/18/2024
Answers to Questions posted no later than 5 pm EST	12/30/2024
Proposals Due from Respondents no later than 3 pm EST	1/23/2025
Negotiations Begin on or about	2/3/2025

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. 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 SBI.

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/15A_RCH.pdf

Landscape Design

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

Technical Design Guidelines and

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

V. Evaluation Process

SBI 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 SBI 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. SBI 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 SBI.
- 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 to SBI 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 SBI. 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 SBI, except to respond to requests for clarification from the Committee.
- e. The final recommendation of the Evaluation Committee will be presented to the SBI President and Chief Executive Officer, and will be based upon the initial written response, negotiation sessions, and any best and final offers, if applicable. The committee will recommend that the award be made to the responsive and responsible respondent whose proposal is most advantageous to or in the overall best interest of SBI, taking into account the evaluation criteria.

SBI 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 SBI, 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 SBI has entered into a binding agreement.
- Reject proposals not received by the written proposal due date/time required by the ITN.

SBI 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 SBI'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 SBI;
- 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 SBI 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 SBI to the award of a contract, nor to pay any costs incurred in the preparation and submission of ITNs in anticipation of a contract. SBI 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 SBI'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 or SBI 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 SBI 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 SBI'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. SBI 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 SBI 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”, “Offeror,” “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

Name: J.P. Sinclair
 Title: Chief Financial Officer
 Department: Business Operations
 Street Address: 403 Stadium Drive, Building C; Suite C-5100
 Tallahassee, FL 32304
 Phone Number: 850-644-3484
 Email Address: jpsinclair@fsu.edu

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

Only those communications that are in writing from the SBI sole point of contact shall be considered as a duly authorized expression on behalf of SBI. Respondents may not consider any verbal instructions as an official expression on SBI’s behalf. **QUESTIONS DIRECTED TO, OR ANY PROPOSALS RECEIVED FROM ANY OTHER DEPARTMENT, PERSON, AGENT, OR REPRESENTATIVE OF FSU OR SBI WILL NOT BE CONSIDERED VALID OR BINDING.** Also, SBI 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 and their Board of Trustees, or SBI and their Board of Directors concerning any aspect of this ITN, except in writing to the Sole Point of Contact or as provided in this ITN document, from the date of release of this ITN through the end of the 72-hour period following SBI’s posting of the notice of intended award. 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. SBI will not enter into extensive contract negotiations with the selected Respondent(s) after the negotiation process has been completed. If SBI 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, SBI reserves the right to immediately cancel the award.
- b. Company negotiators shall enter the negotiations prepared to speak on behalf of the Respondent's company. SBI 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 SBI that provides for the performance of all terms and conditions set forth in this ITN, unless SBI has agreed to accept or negotiate certain terms and conditions during the ITN. After an award is made, the entire agreement between SBI 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 SBI and collectively constituting the ITN and 3) the proposal document submitted by the successful Respondent.

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 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 SBI 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 SBI 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 SBI'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 SBI. 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 SBI 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 SBI'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.

Note: 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 SBI 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: SBI 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 SBI 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 SBI 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. 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 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, 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 SBI, along with any proposed alternatives. SBI 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 SBI Sole Point of Contact noted above. These copies must be received within SBI 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 other than that specified within the ITN 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 handwritten 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 SBI 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 the SBI sole point of contact.
- c. Only fully capable and responsible companies, who are in good standing with the State of Florida, FSU and SBI, 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. **Delivery Deadline.** The absolute deadline for receipt of sealed proposal responses is listed in Section III. The clock in SBI shall be the official timepiece for determining if a response has been received at the correct time. SBI is not responsible for lost, misdirected or misdelivered, or late proposal packages for Respondent(s) using delivery services/carriers (i.e. USPS, FedEx, DHL, UPS, etc.).
- f. **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.
- g. **Proposal materials.** The materials submitted in response to this ITN become the property of SBI upon delivery to SBI.

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. A “responsive bid, responsive proposal, or responsive reply” is a bid, proposal, or reply submitted by a responsive and responsible vendor

that conforms in all material respects to the solicitation. A “responsive vendor” is 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. A “responsible vendor” is 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 SBI’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 SBI’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 SBI 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 SBI’s specifications and a waiver of the Respondent’s right to protest the ITN specifications. SBI 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, SBI may require the Respondents to reimburse SBI for all costs incurred by SBI in connection with the examination. 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 re-procurement costs may be charged against the defaulting Respondent.

XVII. Additions, Deletions, and Substitutions

Should SBI 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 SBI 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 FSU employee, FSU Board of Trustees member, SBI employee, or SBI Board of Director 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 or SBI, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any FSU or SBI 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 or SBI 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. Competitive Solicitation (ITN) Award

An ITN Notice of Intended Award letter will be posted on the SBI website upon successful completion of contract negotiations. that serves as the "Notice of Intended Decision" will be posted for review by interested parties on the SBI website and will remain posted for a period of seventy-two (72) hours. Any person who is adversely effected by SBI decisions or intended decisions as detailed above in connection with this ITN, shall file a written "Notice of Protest" with the SBI sole point of contact. 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.

XXII. 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 SBI at 850 644-3484 and ask for the Sole Point of Contact noted in the ITN.

XXIII. 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: Contract, Change Order, Purchase Order, Addenda, ITN special Terms and Conditions, ITN Specifications, General Conditions of the ITN Acknowledgement form.

XXIV. 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 FSU or SBI employee, 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 SBI 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.

XXV. Attachments

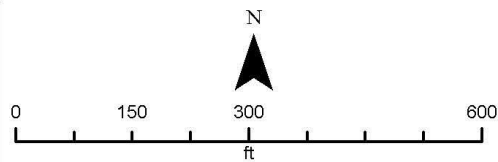
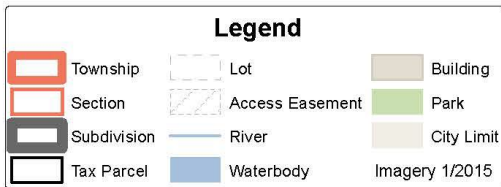
- Attachment 1: Development Site Map
 - Attachment 2: Authority to Negotiate
 - Attachment 3: Competitive Solicitation Acknowledgement Form
-

ATTACHMENT 1

DEVELOPMENT SITE MAP



Available Seminole Booster Properties



Akin Akinyemi, PhD, RA, CFA, CMS
Leon County Property Appraiser

315 S. Calhoun St, Third Floor
Tallahassee, FL 32301

Phone: (850) 606-6200
Fax: (850) 606-6201

Email: admin@leonpa.org
Website: leonpa.org

DISCLAIMER: This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

Date Printed: Nov 13, 2024

ATTACHMENT 2

AUTHORITY TO NEGOTIATE

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

Signature of Authorized Officer Date: _____

Printed Name

Title

ATTACHMENT 3

COMPETITIVE SOLICITATION ACKNOWLEDGEMENT FORM

I certify that I have read and agree to the ITN Standard Provisions included herein. I also certify that this offer is made without prior understanding, agreement, or connection with any entity or person submitting an offer for the same scope of work and services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of this ITN.

Company Name of Respondent: _____

Signature of Authorized Officer

Date: _____

Printed Name

Title