



**Florida State University
Competitive Solicitation
Acknowledgement Form**

Submit Response To:

Facilities Purchasing
Florida State University
114 Mendenhall Building A
Tallahassee, FL 32306
Phone (850) 645-0407 | Fax (850) 644-9696
www.facilities.fsu.edu

CS No: RFP 151617-15 **Title:** Liquid Propane Gas (LPG) Commodity & Delivery Services

Date of Issue: March 2, 2015 **Response Due Date and Time:** March 24, 2015 @ 2:00pm

CS Point of Contact

Name: Fredrick Ross **Phone:** 850-645-0407 **Email:** fross@admin.fsu.edu

Vendor Information

Federal Employer Identification Number or SS Number:

Company Name:	Reason for no offer:
Mailing Address:	
City, State, Zip Code:	

Posting of Competitive Solicitation Tabulations

Area Code	Telephone no.	Proposal tabulations with intended award(s) will be posted for review by interested parties on our solicitation web page and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Florida Board of Governors Regulation 18.002 and FSU Regulation FSU 2.015, or failure to post the bond or other security as required in Florida Board of Governors Regulation 18.003, shall constitute a waiver of proceedings under that regulation.
	Toll Free no.	
	Fax no.	
Email Address:		

Government Classifications
Check all applicable

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

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

Printed Name/Title

Authorized Signature

**FLORIDA STATE UNIVERSITY
REQUEST FOR PROPOSALS
RFP 151617-15
LIQUID PROPANE GAS (LPG) COMMODITY & DELIVERY SERVICES**

I. STATEMENT OF OBJECTIVE

The objective of this Request for Proposals (RFP) is to enable Florida State University (FSU) to enter into a contract with a Respondent to provide LPG services for the University fiscal years of: 2015-16 and/or 2016-17 and 2017-18. The University's fiscal year runs from July 1 to June 30.

II. DEFINITIONS

- a. **Contract/Agreement** – The formal bilateral agreement signed by a representative of the FSU and the awarded Respondent(s) which incorporates the requirements and conditions listed in this RFP and the Respondent(s) proposal.
- b. **Request for Proposal** – a written or electronically posted solicitation for competitive sealed replies to select one or more Respondents to procure commodities or services during the term of the contract.
- 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 RFP 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 RFP, including any and all supplemental offers or information not explicitly requested within the RFP.
- g. **Respondent** - Anyone who submits a timely offer in response to this RFP.
- 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 RFP (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.

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

III. INITIAL CONTRACT PERIOD AND RENEWAL OPTION

The contract term is anticipated to be July 1, 2015 – June 30th 2018. Any and all renewals are subject to satisfactory performance evaluations by FSU and must be executed in advance by written instrument agreed to by both parties. All terms and conditions of the original agreement will remain in force for the renewal period

IV. SOLE POINT OF CONTACT

Fredrick Ross
Purchasing Specialist
FSU Facilities Purchasing
114 Mendenhall Building A
Tallahassee, FL 32306
Phone: 850-645-0407
Email: fross@admin.fsu.edu

Preliminary questions relative to the RFP 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 Facilities Purchasing bid website. At all times it shall remain the responsibility of the Respondent participating in the RFP 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 FSU Facilities Purchasing 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 RFP 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 RFP, except in writing to the Sole Point of Contact or Chief Procurement Officer or as provided in this RFP document, from the date of release of this RFP 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 RFP.

V. CALENDAR OF EVENTS

Task	Date
FSU Issues RFP	3/2/2015 5:00pm

Written Questions from Respondents no later than 5 pm EST	3/13/2015 5:00pm
FSU Issues Answers to Questions via addendum no later than 3 pm EST	3/17/2015 3:00pm
Written Proposals Due from Respondents no later than 3 pm EST	3/24/2015 2:00pm
Proposal Evaluations	3/25/2015 – 3/30/2015
FSU Posts Intent to Award on or about	4/6/2015

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

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

VI. SPECIFICATIONS

See Attachment B for Specifications

FSU May:

- Reject any and all proposals or any part thereof, to waive informalities, and to make single or multiple awards. Incomplete bids may not be considered in the evaluation.
- 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 RFP.
- Reserve the right to refrain from notifying the unsuccessful Respondent(s) that their bids have not been awarded by FSU until after FSU has entered into a binding agreement with the successful Respondent(s).
- Reserve the right to ask for clarifications of a bid response.

FSU Will:

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

VII. 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 RFP.. 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 RFP 2) the documents issued by FSU and collectively constituting the RFP and 3) the proposal document submitted by the successful Respondent.

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

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

VIII. EVALUATION CRITERIA

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

- a. Experience and Qualifications
- b. Overall Responsiveness of Proposal to Satisfy Specifications of RFP
- c. Overall Pricing

IX. EVALUATION PROCESS

FSU will establish an Evaluation Committee comprised of representatives knowledgeable about the services and intent of the RFP 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 RFP. The Evaluation Committee will evaluate proposals based on above evaluation criteria. The proposals with the highest score and in the best interest of FSU by the Evaluation Committee will be awarded.

Award(s) shall be made to the responsive and responsible Respondent(s) whose proposal is determined to be the most advantageous to or in the overall best interest of FSU, taking into account the evaluation criteria.

FSU May:

- Reject any and all proposals or any part thereof, to waive informalities, to accept 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 RFP.

- Reserve the right to refrain from notifying the unsuccessful Respondent(s) that their proposals have not been awarded by FSU until after FSU has entered into a binding agreement with the successful Respondent(s).
- Reserve the right to require a presentation from any and all Respondents, in which they may be asked to provide or they may provide information in addition to that provided in their proposals.

FSU Will:

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

X. FORMATTING

a. Response Format

1. Submit one (1) original and 3 copies of the proposal in hard copy form. Submit one electronic copy of the proposal on CD or PC compatible medium (USB etc.), preferably in Word®, Excel®, or PDF format. The original response shall contain the original manual signature of the authorized person signing the proposal, and the electronic copy of the proposal. Failure to include the original proposal response and all signed copies may be grounds for rejection of your proposal without further evaluation.
2. The original response, clearly marked original, and copies shall be in a standard size 3 ring binder or binders, tabbed and numbered as described below.
3. Questions and requests for information may not be rearranged, regrouped, or divided in any way.
4. All information and required submittals requested SHALL BE in hardcopy and included in your written proposal response. Proposal responses shall not refer 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 RFP, and how the Respondent plans to address the FSU's vision for the project.

- a. Provide an overview and history of your company, and experience in providing **X** similar in scope to those requested in Section I. of this RFP.
- b. Provide a chart of the company's organization and a description of its corporate structure. Also provide the company's chain of ownership up to its ultimate parent corporation, and all subsidiaries.

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

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

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

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

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

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

Tab 5: 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 RFP.
- c. Include a breakdown of tasks necessary to successfully accomplish FSU's goals.
- d. Include timelines and estimated completion of the needed analysis if possible.
- e. Discuss how Respondent will document and provide overall results, specific recommendations and potential action plans both during and at the end of the engagement.
- f. Discuss how project status updates will be provided, how project scope adjustments will be implemented and how milestones will be adjusted as necessary.
- g. Discuss post-project follow-up and documentation transfer/availability to assist with remediation efforts.
- h. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of PO. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of FSU, Monday through Friday, unless otherwise specified.
- i. Unless otherwise specified, the Respondent shall define any warranty service and replacements that will be provided during and subsequent to this contract. Respondents must explain to what extent warranty and service facilities are provided.

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

Tab 7: Overall Pricing. Describe any financial considerations or creative offerings such as 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.

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

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

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

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

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

- a. The proposal submitted in response to this RFP should enumerate a lump sum fixed fee.
- b. Provide the number of hours anticipated to complete the scope of services. Include detail as to various personnel who will be involved in the activities that will be completed during the engagement.
- c. List any other categories of ancillary expenses that may be billed. Note: FSU will not reimburse for travel, meals, or lodging expenses.

XII. DELIVERY OF PROPOSALS

The original and number of copies specified above shall be mailed to the FSU Sole Point of Contact noted above. These copies must be received within FSU Facilities Purchasing 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 RFP.

- 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 RFP 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 FSU Facilities Purchasing address as provided in this RFP, the date and time of the proposal opening and the RFP number. Proposals not submitted on any attached response form or in another specified media may be rejected. Any manual changes made to a RFP 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 RFP document IN ANY WAY. The only acceptable changes or alterations to this RFP will be made in the form of addenda and issued only by FSU FSU Facilities Purchasing.
- 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 RFP 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 RFP, respond by returning only the RFP acknowledgement form with the statement "NO RESPONSE" written on it and a brief explanation in the space provided above. Failure to respond to a RFP by not returning a response or this acknowledgement form may result in removal of your company from the FSU's RFP bidder database.
- f. **Delivery Deadline.** The absolute deadline for receipt of sealed proposal responses is listed in Section V. The clock in the lobby of FSU Facilities Purchasing 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, RFP 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 RFP 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 RFP become the property of FSU upon delivery to FSU Facilities Purchasing.

Important Note Regarding Initial Written Response

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

XIII. RESPONSIVENESS AND RESPONSIBILITY DETERMINATION

Responsiveness Determination

A proposal response that is considered responsive is one that conforms to all essential requirements and satisfies all mandatory conditions set forth in the RFP 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, financial resources and capacity to satisfactorily perform. Determining whether a Respondent is responsible can include evaluation of the following: financial resources, performance schedule, performance record, organization and skills, equipment and facilities, and various other matters relating to the ability of a Respondent to perform the contract. Section 287.012(24) F.S. defines a “responsible vendor” as “a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.”

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

Any manufacturers’ names, trade names, brand names, or catalog numbers used in the specifications are there for the purpose of establishing and describing general performance and quality levels. Such references are not intended to be restrictive and proposal responses are invited on comparable brands or products of any manufacturer. The Respondent may propose any equivalent brand or product that meets or exceeds the specifications for an item(s). However, a Respondent shall not be allowed to offer more than one brand or equivalent products on any one item. It is the Respondent’s responsibility to select the single equivalent brand or product that his/her firm sells which meets all specifications and is the lowest in cost. If a Respondent offers more than one equivalent brand or product on an item, only the equivalent brand or product offering the lowest response shall be considered. If an offer is based on an equivalent brand or product the manufacturer’s name and number must be indicated on the response form. Respondent shall submit with the proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The Respondent shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. In addition, if a Respondent has more than one best value or solution for an RFP, they should base their offer on the best value or solution that meets FSU’s requirements in the written phase of the RFP process. FSU reserves the right to determine acceptance of item(s) as an approved equivalent or best values and solutions. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to offer an alternative brand will be received and considered incomplete of compliance with the specifications as listed on the RFP document. The Sole Point of Contact in FSU Facilities Purchasing is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon FSU unless evidenced by an addendum issued by FSU Facilities Purchasing.

XV. INTERPRETATIONS

Respondents shall examine the RFP 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 RFP 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 RFP opening and RFP 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 RFP specifications. FSU reserves the right to determine which changes to the RFP 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 RFP specification and items not delivered as per delivery date in the RFP and/or purchase order may result in Respondent being found in default. In which event, any and all procurement costs may be charged against the defaulting Respondent. Any violation of these stipulations may also result in Respondent's name being removed from FSU Facilities Purchasing bidder distribution list.

XVII. ADDITIONS, DELETIONS, SUBSTITUTIONS

Should FSU find it necessary to supplement, modify, correct, or interpret any portion of the RFP during the RFP 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 RFP or resulting contract for commodities or services.

The Respondent shall not, in connection with this RFP 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 RFP opening pursuant to Section 119.07, F.S. In accordance with Florida Statutes, sealed proposals, or replies received by FSU pursuant to a RFP 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 RFP proposals, or final replies, whichever is earlier.

If FSU rejects all proposals, or replies submitted in response to a RFP and FSU concurrently provides notice of its intent to reissue the RFP, 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 RFP or until FSU withdraws the reissued RFP. A proposal, or reply is not exempt for longer than 12 months after the initial notice rejecting all proposals, or replies.

XXII. COMPETITIVE SOLICITATION (RFP) TABULATION

An RFP Tabulation that serves as the "Notice of Intended Decision" will be posted for review by interested parties on the FSU Facilities Purchasing website 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 RFP, shall file a written "Notice of Protest" with the Director of FSU Facilities Purchasing. 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 RFP 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 FSU Facilities Purchasing at 850-644-6850 and ask for the Sole Point of Contact noted in the RFP.

XXV. ADDITIONAL QUANTITIES

Unless otherwise noted in the RFP document or different terms are negotiated, for a period not exceeding ninety (90) days from the date of award of the proposal by FSU, the right is reserved to acquire additional quantities up to the amount shown on the RFP, but not to exceed \$75,000, at the prices listed on the proposal response to this RFP. If additional quantities are not acceptable, the tabulation sheet must be noted "RESPONSE IS FOR SPECIFIED QUANTITY ONLY."

XXVI. CONFLICT BETWEEN DOCUMENTS

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

XXVII. PROPRIETARY OR CONFIDENTIAL INFORMATION.

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

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

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

- Principal Place of Business Definition: Principal place of business is defined as location where a corporation’s officers direct, control, and coordinate the corporation’s activities (known as the nerve center test). In most states, corporations must report their principal place of business to the Secretary of State.
- Personal Property: When the most advantageous proposal, or the best value reply is submitted by a Respondent whose principal place of business is in a state or political subdivision outside the State of Florida, which grants a preference for the same purchase to a vendor in such state or political subdivision, as applicable, then FSU shall grant the same preference to the responsible and responsive Resident Vendor with the most advantageous proposal received, or the best value reply received pursuant to an Invitation to Negotiate.
With respect to Proposals and Invitations to Negotiate, if the most advantageous proposal or best value reply in that state does not grant a preference to companies having a principal place of business in that state, then no price preference will be granted.
Personal Property Definition: “Personal Property” shall be defined as goods and commodities, but not real estate, intellectual property or services.
- **IMPORTANT NOTICE:** Pursuant to Board of Governors Regulation 18.001, Respondents whose principal place of business is outside the state of Florida must include, with their proposal, or RFP response document, a written statement, signed by an attorney at law licensed to practice in the Respondent’s state (referred to as their "principal place of business" in the law), detailing geographical price preferences, if any or none, granted by the laws of that state or political subdivision.
- Note: The Respondent’s principal place of business, as represented by the Respondent in its proposal or reply, may be relied upon by FSU without further inquiry. If FSU determines that a Respondent has misrepresented its principal place of business, the Respondent’s proposal or reply shall be rejected.

XXIX. CERTIFICATION OF PROPOSAL

Respondent agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced RFP and any addenda thereto in the event of any award. Exceptions are to be noted as stated in the RFP. 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 RFP, (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 RFP in its entirety and understands the terms and conditions contained herein and referenced below.

FSU’s standard Insurance requirements:

<http://procurement.fsu.edu/sites/default/files/media/doc/Standard Insurance Provisions.pdf>

FSU's standard Purchase Order Terms and Conditions:

<http://procurement.fsu.edu/sites/default/files/media/doc/Standard Terms and Conditions.pdf>

The Federal Acquisition Regulations for federally funded contracts:

<http://procurement.fsu.edu/sites/default/files/media/doc/Federal Acquisition Regulations.pdf>

ATTACHMENT A

ATTESTATION OF PRINCIPAL PLACE OF BUSINESS

(To be completed by each Respondent)

RFP Number _____

Business Name _____

Identify the state in which the Respondent has its principal place of business _____

Signature of Respondent representative authorized to attest to the accuracy of all information _____

Typed or printed name of above signatory _____ Title: _____

INSTRUCTIONS:

IF your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your proposal response. No further action is required, however, falsely claiming Florida as your principle place of business, even unintentionally, may cause your proposal to be deemed non-responsive and eliminated from further evaluation.

IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your proposal response. Failure to comply may cause your proposal to be deemed non-responsive and eliminated from further evaluation.

OPINION OF OUT-OF-STATE RESPONDENT ATTORNEY ON PREFERENCES

(To be completed by the Attorney for an Out-of-State Respondent)

NOTICE: FSU Regulation FSU-2.015, provides that “a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.”

LEGAL OPINION ABOUT STATE PREFERENCES

(Please Select One)

_____ The Respondent's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Respondent's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

ATTACHMENT B - SPECIFICATIONS

Liquid Propane Gas (LPG) Commodity & Delivery Services (RFP)

REQUEST FOR PROPOSAL (RFP) FOR LIQUID PROPANE GAS (LPG) COMMODITY & DELIVERY SERVICES

Document Purpose

The purpose of this RFP is to provide interested Vendors with sufficient information to enable them to prepare and to submit proposals (i.e. quotations) for consideration by the Florida State University Facilities Department for LPG services for the University fiscal years of: 2015-16 and/or 2016-17 and 2017-18. The University's fiscal year runs from July 1 to June 30.

Information Requested

In order to facilitate Florida State University Facility's selection of a Vendor, the following information should be provided to the University:

1. Location of the Vendor nearest terminal to Florida State University.
2. Response time of the Vendor to Florida State University main Campus in the event of an emergency or a required repair that could disrupt service.
3. LPG fuel dispensing options available to the University. **The University currently owns a 6000 gallon LPG storage tank located in the parking lot west of Mendenhall a building.**
4. Costs quoted by the Vendor to perform the specified LPG (commodity and delivery) services.
5. Any type of penalty per gallon to be charged to the University by the Vendor for either purchasing less gallons of LPG or for purchasing more gallons of LPG that exceed the 10,000 gallons of LPG detailed in the RFP specifications.

(LPG) Fuel Request for Proposal (RFP) Specifications

Florida State University is seeking a qualified fuel supplier/vendor/contractor for the University's Liquid Propane Gas (LPG) fuel for approximately 15 light trucks LPG/gasoline powered vehicles. The vehicles will be fueled at the FSU Maintenance Facility located at 969 Learning Way, Tallahassee, Florida 32306 in Leon County. The University's total annual LPG consumption for these vehicles is estimated to be 10,000 gallons. The University expects delivery of the LPG vehicles to increase each year. Subsequently the volume of LPG purchased may increase also.

Fuel supply is a critical element to the University making this alternative fuel program a success and seeks to contract with a qualified LPG fuel supplier to cost effectively deliver and to manage the LPG fuel supply. The LPG fuel supplier shall recommend and provide vehicle refueling options as determined to be best suited for the specific operating location and the conditions.

The University is looking for prospective LPG fuel suppliers to provide innovative pricing options for both the LPG fuel and the LPG fuel equipment at the Facilities Maintenance location.

- The qualified LPG fuel contractor must provide a comprehensive LPG fueling solution including all equipment, equipment installation, permitting, training, ongoing support, and fuel supply.
- The qualified LPG fuel contractor will be responsible for all technical and professional services required to obtain and to maintain compliant on-site refueling operations including but not limited to: site survey(s), drawings, permit applications, inspections, certifications, controls, protection, and equipment. Equipment furnished under this specification shall be the latest model in current production, as offered to commercial trade, and shall be of highest quality workmanship and material. The qualified LPG fuel contractor will ensure that all equipment offered under this specification will, through the term of this agreement, remain in good working order and shall be in compliance with the current Liquefied Petroleum Gas (LPG) Safety Rules, National Fire Protection Association (NFPA-58) safety codes, and all other applicable Federal, State, & local Codes or regulations.
- The qualified LPG fuel contractor's proposal should include the LPG fuel supply and the required LPG fuel equipment.

The qualified LPG fuel contractor will either lease or sell to the University the fuel equipment and provide the LPG fuel to the University on a "cost plus basis" with the qualified contractor recouping the cost of the fuel equipment over the term of the contract. The qualified LPG fuel vendor will be responsible for all maintenance, repairs, and ongoing compliance associated with the LPG fuel equipment.

It is the University's desire to possibly lock in the price of the LPG fuel for either a one (1), two (2) year, or (3) year term beginning in July 2015 and ending in June 2016, June 2017 or June 2018. **The qualified LPG fuel contractor should propose a fixed price per gallon for the LPG fuel for either one (1), two (2), or three (3) years.**

Training & Safety

- The qualified LPG fuel contractor shall supply safety training on the proper handling of the LPG fuel and the refueling of vehicles for drivers and mechanics at the dispensing facility.
- The qualified LPG fuel contractor must provide comprehensive driver and fleet safety and operational education which must include the following:
 - Extensive LPG fueling training.
 - Extensive safety training on vehicles.
 - Presentation of Safety training certificate to fleet operators and technicians.
 - Provide detailed instructions for safe LPG fueling of a commercial vehicle.
 - Provide detailed explanation of your organization's standard Emergency procedures for:
 - a. LPG GAS LEAK PROCEDURES
 - b. LPG FIRE / EXPLOSION PROCEDURES
 - Safety Features must include the following:

- Internal Valve with excess flow remote closure. This internal valve is operated by propane vapor or nitrogen and is also tied to the remote shutoff device cabinet. In the event of loss of propane pressure (due to a leak or line break) the internal valve will automatically close.
- Emergency Break-Away Device. This device stops the flow of LPG fuel in the event of a driver pull away from the dispenser.
- Remote Shutoff. This device must be opened in order to dispense fuel and will be closed when the station is not in use. This safety device is also tied to the internal valve on the tank and will not allow product (propane) to flow through the piping until and unless this safety device is opened. Should there be a break in a gas line, a leak, or a fire; a thermal connection would also automatically melt thereby closing the remote shutoff and the internal valve preventing the flow of propane. In addition the remote shutoff shall be tied into the remote shutoff circuit for the nearby gasoline fueling station in effect breaking the circuit for all propane, gasoline, and diesel fueling operations.

Other Requirements

- The qualified LPG fuel contractor will be responsible for ongoing supply management, including:
 - Monitoring of LPG fuel levels and providing auto-replenish order and delivery.
 - Fuel management shall be performed through Florida State University's existing Fuel Master System. Vendor supplied dispensing equipment shall interface with existing University owned Fuel Master System.
 - Provide supply disruption plan and alternative fueling capability in the event of site outages or natural disaster.
 - Provide customer billing/invoicing and bulk tank inventory reconciliation reports.
 - The ability to provide emergency service for the fueling equipment within 24 hours of notice.
 - The ability to provide temporary remote filling of fuel should dispensing equipment be down for more than 24 hours.

Experience & Financial Strength

- The qualified LPG fuel contractor shall provide documentation of at least THREE (5) years of experience installing and maintaining LPG fueling equipment with a reliable LPG fuel supply.
- The qualified LPG fuel contractor shall provide a list of clients with at least 50 vehicles currently running on LPG and or diesel, using fuel provider-owned fueling equipment.
- The qualified LPG fuel contractor will provide the University with sufficient documentation to satisfy the University that the qualified LPG fuel contractor has the financial strength to satisfy the requirements of the University.

Propane Autogas Dispenser Specifications

The following are the minimum specifications, from the Propane Education and Research Council (PERC), to ensure positive end-user experiences with the installation and operation of propane autogas dispensing equipment. The University will require that all installed equipment will meet or exceed these specifications.

- Meets all necessary federal, state, and local codes and regulations.
- Delivers fuel to end-users in a similar method to those using gasoline.
- Will be the correct dispenser for the type of vehicle that will be filled.
- Provides propane auto gas powered vehicle operators a safe, reliable refueling option.

System performance requirements:

- Dispensing rate minimum of 8 gallons per minute (GPM).
- Pump package (motor, pump, bypass, piping, system sizing, and electrical) must be able to provide adequate differential pressure based on vehicle type, geographic location, and climate conditions.
- Location of dispensing station and proximity to the pump package impacts performance and shall be considered.
- Vehicle fueling area (ground where vehicle is parked) should be reasonably level to allow for complete fuel fills.

Equipment requirements:

- **Dispenser cabinet:**
 - Shall be constructed of nonflammable, noncombustible materials; including but not limited to powder coat steel, stainless steel, aluminum, or equivalent materials.
 - Shall meet all federal, state, and local codes and regulations applicable at the installation location.
 - Shall be constructed with lockable access panels to prevent tampering.
 - Shall provide separation of the base classified area from the non-classified area (above 48”) by a permanent seal.
- **Dispenser metering:**
 - Shall have a digital display capable of providing gross or net volumes.
 - Where required, temperature compensation shall be provided and meet all federal, state, and local codes and regulations; dispenser meter shall be provided with secondary temperature thermometer well for testing and proving (checking the accuracy/calibrating) the meter.
 - The metering system selected must have a minimum capacity sufficient to meet the performance standard listed in the System performance requirements section.
 - If you are using an electronic dispensing system, it shall be equipped with a pulse transmitter providing a minimum of 100 pulses per gallon (PPG) for retail sales and/or custody transfer.
 - Mechanical temperature compensation without pulse output is acceptable.
 - Meter accuracy shall be in accordance with federal, state, and local codes and regulations, with a minimum accuracy of $\pm 0.6\%$ (.006) linearity and $\pm 0.24\%$ (.0024) repeatability when dispenser is used for retail sales and/or custody transfer.
 - The meter shall be inspected prior to operation to ensure compliance with state weights and measure standards applicable at the location of installation when dispenser is used for retail sales and/or custody transfer.
- **Dispenser display:**

- Shall indicate gallons dispensed, with mechanical or electronic register.
 - If equipment is mechanical, indicate gallons dispensed and totalizer display.
 - If equipment is electronic, indicate gallons dispensed, net or gross gallons, dispenser may include display with an alpha numeric keypad for ease of entering data.
- **Electrical requirements:**
 - All electrical installations shall be performed by a licensed, bonded electrician with motor control experience to ensure compliance with all federal, state, and local codes and regulations at the location of installation.
 - Dispenser and all internal electrical components shall be wired in full compliance with the manufacturer's specifications. Electrical components contained within the dispenser cabinet, where required, shall be Class 1 Group D Division 1 or Division 2, and be provided with all required seal off devices.
 - Distance must be considered when selecting service wire sizing to meet necessary voltage and amperage requirements of the motor manufacturer.
 - **The University will provide all required electricity at their cost to operate the fuel system. The University will have single and three phase of power available. The University will have 200 Amps to work with, and they will provide the power necessary to operate the fuel system. The distance from the Service building to the tank pad location will be approximately 80 feet.**
- **Piping, valves, and fittings:**
 - All piping within the dispenser cabinet shall be A53 Grade B or better, schedule 80 or approved equivalent materials.
 - All threaded fittings shall be forged steel, brass or other materials approved for use with liquid propane.
 - All threaded fittings and valves shall be minimum 400 PSIG water, oil, or gas (WOG) rated.
 - Ball valves shall be full port for liquid service.
 - Internal valves, excess flow valves, and backflow check valves shall be installed in appropriate locations in accordance with federal, state, and local codes and regulations.
- **Hose assembly:**
 - UL and CGA propane delivery hose shall be continuously marked "LP-GAS 350 PSI WP, 1750 burst pressure", maximum 18' length per NFPA 58 code.
 - Hose assembly shall have a UL 567 compliant hose breakaway device.
 - Fueling nozzle shall be gas pump style 1 ¾" ACME with quick-acting shutoff, low emission release, and failsafe discharge feature (example: GG 20 low emission Gasguard or equivalent).
 - Compatible with the dispensing device locking mechanism.
- **Pump system and pump assembly:**
 - Dispenser provider shall evaluate the filling requirements and provide the appropriate pump to meet these requirements. LPG fuel vendor shall provide as a minimum pump curves showing flow, differential pressure, and minimum 5 horsepower or horsepower required to meet system needs.

- Most vehicles require a minimum differential pressure of 125 PSIG.
- Pump inlet strainer (minimum 80 mesh) or any restrictions shall be minimum of 10 pipe-diameters from the pump inlet. Pump manufacturer's installation instructions shall be followed.
- Pump inlet and outlet shall have isolation full port ball valves.
- **In-line fuel filter:**
 - Filter capable of filtering particles measuring 5 microns should be used.
 - Filter should be placed after the propane autogas pump, to filter the stored fuel prior to entering the vehicle.
- **Tank assembly:**
 - Vendor shall utilize owner provided 6000 gallon LPG tank and modify as necessary to accept dispensing equipment in accordance with all Federal, State, and Local codes.
- **Installation foundation:**
 - Dispensing unit shall be mounted on the existing concrete foundation

Additional information:

- Optional equipment and upgrades may include, but are not limited to:
 - Dispenser display with an alpha numeric key pad for ease of entering data.
 - Painted surface of dispenser shall be protected from damage from the breakaway system with an aluminum 12" x 14" wear plate.
- **Resources:**
 - UL 495: Power-Operated Dispensing Devices for LP-Gas.
 - Handbook 44, National Conference on Weights and Measures.
 - IFC.
 - NFPA 58, 30A, 70 (NEC).
 - Applicable federal, state, and local codes and regulations.

(Return the following 2 pages as Page 1&2 of your LPG Services RFP)

Name of Vendor _____.

Address _____.

Contact Person _____.

Telephone Number _____.

FIRST, the undersigned have carefully examined the Request for Proposal (RFP) for LPG Services, and in accordance with the specifications of the proposal, submit this proposal and agrees to furnish and perform the specified LPG services for Florida State University Facilities for the amounts indicated below.

SECOND, the undersigned agrees to enter into a written contract to furnish such materials and services as required in the proposal specifications.

THIRD, the following quotation prices are listed as firm for a period of Sixty (60) days after the due date of this request for proposal.

RFP Quote #1:

This pricing is with **the Vendor OWNING** the fuel dispensing equipment:

LPG Services & Cost per Gallon for 2014-2015. BPN Cost+_____ Fixed \$_____

LPG Services & Cost per Gallon for 2015-2016. BPN Cost+_____ Fixed \$_____

LPG Services & Cost per Gallon for 2016-2017. BPN Cost+_____ Fixed \$_____

RFP Quote #2:

This pricing is with **Florida State University Purchasing** the fuel dispensing equipment from the Vendor:

LPG Services & Cost per Gallon for 2014-2015. BPN Cost+_____ Fixed \$_____

LPG Services & Cost per Gallon for 2015-2016. BPN Cost+_____ Fixed \$_____

LPG Services & Cost per Gallon for 2016-2017. BPN Cost+_____ Fixed \$_____

Fuel dispensing system; materials, installation, required plans, and training \$_____

RFP Quote #3:

This is the cost to purchase the fuel only from the Vendor:

LPG Services & Cost per Gallon for 2014-2015. BPN Cost+_____ Fixed \$ _____

LPG Services & Cost per Gallon for 2015-2016. BPN Cost+_____ Fixed \$ _____

LPG Services & Cost per Gallon for 2016-2017. BPN Cost+_____ Fixed \$ _____

Please describe any **penalty** per gallon to be charged to the University by the Vendor for either purchasing less gallons of LPG or for purchasing more gallons of LPG that exceed the 10,000 gallons of LPG detailed in the RFP specifications. Include thresholds for any penalties.

The contract may be extended by a mutually agreed upon fixed price between the School University and the Contractor for an additional period of up to twenty-four (24) months (two – twelve month extensions) under the same terms and conditions.

NOTE: Florida State University will not be liable and will not pay for any applicable costs not included and detailed in the RFP.

Signature _____ Date _____.

Title of Office _____.

LEGAL OPINION ABOUT POLITICAL SUBDIVISION PREFERENCES
(Please Select One)

_____ The Respondent's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Respondent's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

Signature of out-of-state Respondent's attorney _____

Printed name of out-of-state Respondent's attorney _____

Address of out-of-state Respondent's attorney _____

Telephone number of out-of-state Respondent's attorney (____) ____ - _____

Email address of out-of-state Respondent's attorney _____

Attorney's state of bar admission _____

ATTACHMENT C

STANDARD CONTRACT TEMPLATE

THIS CONTRACT (“Contract”) is made as of the Effective Date by and between **Florida State University Board of Trustees**, a public body corporate of the State of Florida, acting for and on behalf of **Florida State University**, whose address is 222 S. Copeland Avenue, Westcott Building – Suite 211, Tallahassee, Florida 32306-1480 (hereinafter “FSU”) and **<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 <RFP #, 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 WRFPESS WHEREOF, the parties hereto have executed this Contract as of the date first set forth above.

FSU:

CONTRACTOR:

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

CONTRACTOR NAME

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Date: _____

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
FSU Facilities Purchasing.

Signature: _____

Name: _____

Title: _____

Date: _____