REQUEST FOR PROPOSAL

CONTRACTUAL SERVICES

Bidder Acknowledgement

Submit Proposals to:
FLORIDA A&M UNIVERSITY
PURCHASING DEPARTMENT
Foque-Hilyer Administrative Center
1700 Lee Hall Drive, Room 208
Tallahassee, Florida 32307-3200
Telephone Number: (850)599-3203

PROPOSALS WILL BE OPENED
June 10, 2009 @ 2:30 PM
PROPOSAL NO.
RFP 7397

MAILING DATE:
04/14/2009
PROPOSAL TITLE:
FLORIDA CLASSIC HOTEL AND MEETING ROOM ACCOMMODATIONS

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

REASON FOR NO PROPOSAL:

VENDOR NAME:

POSTING OF PROPOSAL TABULATIONS
Proposal tabulations with recommended awards will be posted for review by interested parties at the location where proposals were opened and will remain posted for a period of 72 hours (excluding weekends and holidays). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes and University Regulation 6.005 (R1), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

VENDOR MAILING ADDRESS:

AUTHORIZED SIGNATURE (MANUAL)

CITY-STATE-ZIP:

AUTHORIZED SIGNATURE (TYPED) & TITLE

AREA CODE:
TELEPHONE NUMBER:
TOLL-FREE NUMBER:

GENERAL CONDITIONS

SEALED PROPOSALS: All proposal sheets and this acknowledgement form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date and time of the proposal opening and the proposal number. Proposal prices not submitted on attached proposal price sheets when required shall be rejected. All proposals are subject to the conditions specified herein.

1. EXECUTION OF PROPOSAL: Proposal must contain an original manual signature of authorized representative in the space provided above. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by proposer must be initialed. The company name and F.E.I.D. or social security number shall appear on each pricing page of the proposal as required.

2. NO PROPOSAL SUBMITTED: If not submitting a proposal, respond by returning only this proposal acknowledgement form, marking it "NO PROPOSAL" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reasons for such failure, non-conformance to contract conditions, or other pertinent factors will result in removal of the proposer's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO PROPOSAL", and it must be received no later than the stated proposal opening date and hour.

3. PROPOSAL OPENING: Shall be public, on the date, location and at the time specified on the acknowledgement form. It is the proposer's responsibility to assure that its proposal is delivered at the proper time and place of the proposal opening. Proposals, which for any reason are not so delivered, will not be considered. Offers by telegram, telephone or facsimile are not acceptable. Only the proposal receipt and other generic administrative information may be announced and recorded on the proposal opening date. The contents of the proposals will be kept confidential for 10 calendar days, or date of award, whichever is sooner. NOTE: Proposal tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope. Proposal tabulations will not be provided by telephone.

4. PRICES, TERMS AND PAYMENT: Firm prices shall be proposed and include all services rendered to the purchaser.

5. TAXES: FLORIDA A&M UNIVERSITY, a public body corporate of the State of Florida, does not pay Federal Excise and Sales taxes on direct purchases of services. See tax exemption number on face of purchase order or agreement form. This exemption does not apply to purchases of services in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, Florida Statutes.

6. DISCOUNTS: Cash discount for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

7. MISTAKES: Proposers are expected to examine the conditions, scope of work, proposal prices, extensions and all instructions pertaining to the services involved. Failure to do so will be at the proposer's risk.

8. ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

9. PAYMENTS: In the event University owes payment to the Vendor, the University shall mail the Vendor's payment within forty (40) days after receipt of an acceptable invoice and receipt, and after inspection and acceptance of the goods, services or both, as provided in accordance with the terms and conditions of the applicable purchase order/agreement. Failure to payments within 40 days shall result in the University paying interest pursuant to Section 55.03(1) Florida Statutes, on the unpaid balance from the expiration of such 40 day period until such time as the warrant is issued to the Vendor. The University has established a "Vendor Ombudsman". The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s).

b) Partial payment in the full amount of the value of service received and accepted may be requested by the submission of a properly executed invoice, with supporting documents, if required. Only one partial payment will be made per month.

c) The Vendor agrees that bills and invoices for fees or other compensation for services or expenses shall cite the Purchase Order/Agreement Number and shall be submitted to the Controller in detail sufficient for a proper preaudit and postaudit. Each bill or invoice must clearly identify the services, portion of services and expenses for which compensation is sought. Payment will be tendered only for services, or the portion of services, completed prior to the submission of the bill or invoice, or for expenses incurred prior to such submission, or both.

d) The performance of the University of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the Legislature of the State of Florida, the obligation of funds by the prime funding agency, or otherwise lawfully expendable for the purposes of this agreement for the current and future periods. The University shall give notice to Vendor of the non-availability of such funds when University has knowledge of such fact. Upon receipt of such notice by Vendor, the Vendor shall be entitled to payment only for those services performed and expenses incurred prior to the date notice is received.

e) If this agreement includes reimbursement for travel expenses, such reimbursement must comply with Section 112.061, Florida Statutes and will be processed in accordance with the University's travel polices as stated in the Controller's Manual and utilizing the Travel Authorization Request (TAR) process.

f) Invoices, which have to be returned to a Vendor because of Vendor preparation errors, will result in a delay on the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the University.
10. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, F.S. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of FLORIDA A&M UNIVERSITY or the State of Florida, or any of its agencies. Further, all bidders must disclose the name of any University or State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder’s firm or any of its branches. No person or firm receiving a contract to perform a feasibility study of the potential implementation of a subsequent contract, participating in the drafting of a solicitation or specifications, or developing a program for future implementation shall be eligible to contract with the agency for any contracts dealing with that specific subject matter; and proposers must disclose with their proposal any such conflict of interest.

11. AWARDS: As the best interest of the University may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

12. INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the proposal opening. Inquiries must reference the date of proposal opening and proposal number. No interpretation shall be considered binding unless provided in writing by FLORIDA A&M UNIVERSITY in response to requests in full compliance with this provision. Any person who is adversely affected by the University’s decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with University Regulation 6.005(8). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

13. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality of the services offered on this proposal prior to their completion, it shall be the responsibility of the successful proposer to notify the purchaser at once, indicating in his letter the specific regulation which required an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the University.

14. DEFAULT: Failure to perform according to this proposal and/or resulting contract shall be cause for your firm to be found in default in which event any and all reprocurement costs may be charged against your firm. Any violations of these stipulations may also result in:

a) Contractor’s name being removed from the Purchasing vendor mailing list.

b) All State public entities being advised not to do business with the contractor without written approval of the University until such time as vendor reimburses the University for all reprocurement and cover costs.

15. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and FLORIDA A&M UNIVERSITY and the FLORIDA A&M UNIVERSITY Board of Trustees, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.

16. ADVERTISING: In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.

17. ASSIGNMENT: Any Contract or Purchase Order issued pursuant to this request for proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

18. LIABILITY: On any contract resulting from this proposal the proposer shall hold and save the FLORIDA A&M UNIVERSITY Board of Trustees, FLORIDA A&M UNIVERSITY, and the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the contractor’s breach of this contract or the contractor’s negligence. This requirement does not apply to contracts between governmental agencies.

19. FACILITIES: The University reserves the right to inspect the proposer’s facilities at any time with prior notice.

20. CANCELLATION: The University shall have the right of unilateral cancellation for refusal by the contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with the contract.

21. PUBLIC RECORDS: Any material submitted in response to this Request for Proposal will become a public document pursuant to Section 119.07, F.S. This includes material that the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

22. NEGOTIATIONS: To assure full understanding of and responsiveness to the solicitation requirements, discussions may be conducted with qualified proposers. The proposers shall be accorded fair and equal treatment prior to the submittal date specified in the request for proposals with respect to any opportunity for discussion and revision of proposals. All such revisions shall be in the form of a written addendum.

After the submittal date, the University reserves the right to select the top ranked proposals and conduct discussions with those proposers. Such discussions may result in changes to the RFP and the proposers’ proposal as deemed necessary and in the best interests of the University.

23. AS SPECIFIED: A purchase order may be issued to the successful offeror with the understanding that all materials and services rendered must meet the specifications herein. Any orders or contracts will be subject to immediate cancellation if the materials or services do not comply with specifications as stated herein or fails to meet the University’s standards. Materials not in compliance will be returned for compliant material as specified at no additional cost to the University. Services rendered not as specified shall be completed as specified at no additional cost to the University.

24. PROPOSAL PREPARATION: All costs associated with responding to this RFP are the sole responsibility of the Vendor.

25. FORCE MAJEURE: No default, delay or failure to perform on the part of the contractor or the University shall be considered a default, delay or failure to perform otherwise chargeable, hereinon, 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 government authorities; epidemics; wars; embargoes; fire; earthquake; acts of God; 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.

26. POLICIES AND RULES: All Vendor employees and their agents will govern their conduct in a professional business manner. Sexual harassment, discrimination and/or any other behavior considered unprofessional, disruptive or not conducive to the University environment or in violation of University policies will not be tolerated. Any vendor employee participating in unacceptable activities will not be allowed to continue performance. Chronic behavioral or conduct problems with vendor employees may result in cancellation/termination of any agreement/purchase orders issued.

The Vendor, their employees and agents shall be responsible for exercising extreme care and caution in the conduct of operations to insure the safety and well being of University personnel. Unsafe practices or the reckless endangerment of personnel may result in the cancellation/termination of any agreement/purchase orders issued. Any agreement/purchase orders issued to the Vendor does not protect nor relieve the Vendor of cancellation/termination of any agreement/purchase orders issued. Any agreement/purchase orders issued to the Vendor does not protect nor relieve the Vendor of responsibility from any fines or other actions that may be taken as a result of a violation.

27. PUBLIC ENTITY CRIME LAW: In accordance with FLORIDA A&M UNIVERSITY’s Regulation 6.005(6): The University shall not accept a competitive solicitation from or purchase commodities or contractual services from a person or affiliate who has been convicted of a public entity crime and has been placed on the State of Florida’s convicted vendor list for a period of 36 months from the date of being added to the convicted vendor list.

28. NOTICE OF BID PROTEST BONDING REQUIREMENT: Any person who files an action protesting a decision or intended decision pertaining to contracts administered by a public entity pursuant to Section 120.57(3), F.S., shall file within 10 calendar days a formal written protest and post with the University at the time of filing a bond payable to FLORIDA A&M UNIVERSITY in an amount equal to 10 percent of the University’s estimate of the total volume of the contract or $10,000 whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against the Contractor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the University pertaining to requests for approval of exceptional purchases, the bond shall be in the amount equal to 10 percent of the University’s estimate of the contract amount for the exceptional purchase requested or $10,000, whichever is less. In lieu of a bond, FLORIDA A&M UNIVERSITY may, in either case, accept a cashier’s check or money order in the amount of the bond. FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.
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Prepared By: Willie Minton  Date: 05/14/2009  
Purchasing Agent
1.0 PURPOSE
The intent of this Request for Proposal and resulting contract is to obtain firm fixed price proposals from hotels able to be the “host” hotel for the Florida A&M University’s Florida Classic Weekend to be held November 18 – 22, 2009. The hotel will manage all aspects of reservations for the Florida Classic. The goal of the resulting contract is to be able to make available reasonably priced accommodations within close approximation to the Florida Classic.

2.0 COMPETITION INTENDED
It is the University's intent that this Request for Proposal (RFP) permit competition. It shall be the proposer’s responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals.

3.0 BACKGROUND INFORMATION
The Florida Classic is now the largest football game between two historically Black Colleges in America — Florida A&M University and Bethune-Cookman University. The Florida Classic is the top attended game in NCAA Division I-AA. The Classic has drawn in excess of 1.3 million fans since 1978 and a per-game crowd in excess of 70,000.

Florida A&M University and Bethune-Cookman University will host its 30th Annual Florida Classic November 18 – 22, 2009. This event is more than a football game, it is a time for both University’s to recruit potential students.

4.0 SCOPE OF SERVICES
All proposals must be made on the basis of and either meet or exceed the requirements contained herein.

4.1 Contractor Responsibilities:

4.1.1 Reservations

a. Provide a flat discounted rate per night per room for all reservations placed for the Florida Classic Weekend, November 18 – 22, 2009. This rate shall remain flat regardless of the number of rooms reserved.

b. Two (2) complimentary Two bedroom presidential suites (1) for our University’s President lodging November 18 – 23, 2009 and (1) Alumni/University Hospitality Room November 19 and 21, 2009.

c. One (1) complimentary one bedroom suite for November 18 – 22, 2009.

d. Ten (10) Jr. suites at the group rate

e. Fifteen (15) upgrades at the group rate

f. Sixty (60) staff/students rooms at the group rate, rooming list will be provided at arrival on Thursday and Friday, double occupancy departing on Sunday

g. Pre Conference and Post Conference Meeting Space for the Educational Fair, Friday, November 20, 2009.
h. Free parking for 25 bus and students arriving for the Educational Fair

i. Number of rooms:  
   November 18, 2009  15 rooms  
   November 19, 2009  20 rooms  
   November 20, 2009  300 rooms  
   November 21, 2009  300 rooms

j. Apply the discount to any individual requesting a room for a “FAMU Florida Classic Weekend”

k. Accept reservations via telephone, at a minimum.

l. Hold all individuals responsible for any charges associated with the reservation, including any damages to the rooms.

m. Set aside a large block of rooms for the Florida Classic for preferably until at least three (3) weeks before Florida Classic Weekend. Rooms shall be in good working order. The University reserves the right to reject if accommodations are not suitable.

n. Exempt the University from requiring payment of a deposit as the University is not responsible for the payment of the rooms reserved by individuals.

o. Provide a complimentary meeting space and green space to accommodate 1,000 students for use by the University to hold an Educational Fair. The hotel shall display signage directing guests where this room is located.

p. Provide 1000 box lunches not to exceed a budget of $15.00 inclusive per box.

4.1.2 Educational Fair meeting room must be availability for setup and rehearsal for the following dates and time; Thursday, November 19, 2009 starting at 4:00 P.M to 11:00 P.M and Friday, November 20, 2009 starting at 5:00 A.M to 4:00 P.M. The actual event will take place on Friday, November 20, 2009

   a. Set meeting room for 1100 theatre style
   
   b. 16 x 24 stage
   
   c. Twenty (20) eight foot tables for display around the perimeter of the room
   
   d. Four (4) eight foot tables for registration in foyer
   
   e. Green room for 20 people with tea and water
   
   f. Box/bag lunches for 1100 with cost not be exceed $15 inclusive
   
   g. One (1) podium and one (1) microphone

4.1.3 Host Hotel Provisions (Options)

   a. Permit the University to put a direct link to the hotel’s website on the Florida Classic Consortium and/or University’s website.
   
   b. Provide the University with a listing of the number of rooms reserved for Florida Classic Weekend.
   
   c. Provide a complimentary suite/room to the University for every 30 rooms reserved.

4.2 University’s Responsibilities:

   a. Distribute and advertise the awarded hotel’s contact information in advertisements for the Florida Classic Weekend.
   
   b. Provide contact information for the hotel directly to the students and staff participating in the Educational Fair.
   
   c. Provide Florida Classic Weekend information to the hotel for informational purposes.
d. Provide all information and materials to be displayed in the Educational Fair and hospitality room.

e. Compensate the hotel for any reservations placed by University officials for use by the University. The University will not be responsible for any charges for reservations or damages incurred by individual reservations.

5.0 CONTRACT TERMS AND CONDITIONS

5.1 Procedures

The extent and character of the services to be performed by the firm shall be subject to the general control and approval of the Florida A&M University Event Director or her authorized representative(s). The firm shall not comply with requests and/or orders issued by other than Florida A&M University Event Director or her authorized representative(s) acting within their authority for the University. Any change to the contract must be approved in writing by the Director of Purchasing and the Contractor.

5.2 Contract Period

The contract shall cover the period from November 18 through November 23, 2009.

5.3 Delays

If delay is foreseen contractor shall give immediate prior written notice to the Office of University Purchasing and Event Director for the University. Contractor must keep the University advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Office of University Purchasing to purchase supplies, equipment or services elsewhere and charge full increase in cost and handling to defaulting contractor.

6.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

The General Contract Terms and Conditions set forth certain criteria which will be used in the receipt of proposals and selection of the successful firm. In addition, the criteria set forth below will be considered.

The University Evaluation Committee will independently read, review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The firms submitting proposals shall include with that proposal statements on the following:

A. Availability of rooms. 25 points

B. Distance from tournament locations. 10 points

C. Additional special concessions/services available. 35 points

D. Compliance with contract terms and conditions. 5 points

E. Cost of services. 20 points

The University Evaluation Committee member will rate the proposals separately and forward in a sealed envelope to the Purchasing Agent. The Purchasing Agent will develop a composite rating which indicates the group's collective ranking of the all proposals evaluated from highest rated proposals in a descending order. The Purchasing Agent will provide a summary to the Director of Purchasing, who will then make a recommendation to the President through the Vice President of Administrative and Financial Affairs. Based on what is determined to be in the best interest of FAMU, the President or /Vice President will make the final decision whether or not to negotiate with the highest ranked proposer(s), recommend the award of a contract to a Proposer to this RFP or cancel the RFP.

FAMU reserves the right to conduct negotiations with the offerer(s) it determines to be in the best interest of the university.
7.0 PROPOSAL FORMAT
Proposers shall format their responses to address the issues and requirements contained in this section.

A. Availability of rooms.
   1. Provide the total number of reserved rooms in your hotel, broken down by each room type.
   2. Provide the number of rooms your hotel is willing to set aside (block off) broken down by room type.
   3. How long is your hotel willing to hold the above number of rooms available before the start of the event?
   4. If reservations exceed the number of rooms blocked off, is your hotel willing to open up more rooms if additional reservation requests are made by individuals?
   5. Does your hotel have a partner or affiliate hotel nearby that would be willing to provide the same rates and agree to the same terms if additional room space is needed?

B. Distance from the Florida Classic Event locations.
   1. Is your hotel within 10-15 miles of the Event locations?

C. Additional options/services available.
   1. Provide a list of amenities and services standard to your hotel that would be offered to guests as part of this event.
   2. What percent rebate/commission is the hotel willing to provide for each room reserved by individuals?
   3. The University is requesting one complimentary room for every 30 rooms reserved. Would the hotel be willing to consider the total volume of rooms reserved for all attending the Florida Classic when calculating the complimentary rooms?

D. Compliance with contract terms and conditions.
   1. State your firm’s compliance with the terms and conditions as set forth in Section 5.0.

E. Cost of services.
   1. What is your hotel’s typical rate per night for each type of room (2 double beds, king, etc.)?
   2. What discounted rate will your hotel give for reservations for this event? Please provide a discounted flat rate for each type of room.

8.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS
8.1 Submission of Proposals
Read the ENTIRE solicitation, including the Terms and Conditions before submitting a proposal. Failure to read any part of document will not relieve any contractor from his/her contractual obligation. Be sure proposal container is completely and properly identified. The face of the container shall indicate the RFP number, time and date of acceptance, and the title of the RFP. Proposals must be received by the Purchasing Office PRIOR to the hour specified on the acceptance date. Proposals may either be mailed or hand delivered to 208 Foote-Hilyer Administration Center, 1700 Lee Hall Drive, Tallahassee, FL 32307. Faxed and emailed proposals will not be accepted.
8.2 Questions and Inquiries
Questions and inquiries, both verbal and written, will be accepted from any and all firms. Inquires pertaining to Request for Proposals must give RFP number, title and acceptance date. Material questions will be answered in writing and will be distributed to all firms who receive the RFP provided, however, that all questions are received the date specified in the Calendar of Events.

8.3 Addendum and Supplement to Request
If it becomes necessary to revise any part of this request or if additional data are necessary to enable an exact interpretation of provisions of this request, an addendum will be issued. It is the responsibility of the proposer to ensure that he has received all addendums prior to submitting a proposal.

8.4 Firm Pricing for University Acceptance
Proposal pricing must be firm for University acceptance for 120 days from proposal receipt date. "Discount from list" proposals not acceptable unless requested.

8.5 Proprietary Information
Trade secrets or proprietary information submitted by an proposer in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, the proposer must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Proposers shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

8.6 Posting of Recommended Selection
The recommendation to award a contract, if any, to a Proposer(s) to this RFP will be posted for review by interested parties in the Purchasing Department and will remain posted for a period of seventy-two (72) hours (three (3) business days).

A. If the Proposer desires to protest the recommendation to award a contract, if any, the Proposer must file with FAMU:

1. A written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended award. FAMU shall not extend or waive this time requirement for any reason whatsoever.

2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. FAMU shall not extend or waive this time requirement for any reason whatsoever.

B. Failure to file in writing either a notice of intent to protest or a formal protest by petition within the time prescribed in Section 120.57 (3), Florida Statutes, shall constitute a waiver of all proceedings under Chapter 120, Florida Statutes.

C. A formal written protest by petition must be accompanied by a Protest Bond payable to FAMU in the amount of $10,000 or 10% of FAMU’s estimate of the total value of the proposed contract, whichever is less. The form of the Protest Bond shall be a cashier’s check or money order made payable to FAMU.
D. In addition to all other conditions and requirements of this RFP, FAMU shall not be obligated to pay for information obtained from or through the Proposer.
8.7 Calendar of Events

Listed below are the dates and times by which stated actions should be taken or completed. If FAMU determines, in its sole discretion, that it is necessary to change any of these dates and times, it will issue an Addendum to this RFP. All listed times are local time in Tallahassee, Florida.

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<td>Request for Proposal advertised</td>
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<tr>
<td>05/14/2009</td>
<td>Request for Proposal released</td>
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<tr>
<td>05/21/2009</td>
<td>Last Day to submit communications and/or inquiries in writing only; preferably by email to <a href="mailto:Marcus.Hayes@famu.edu">Marcus.Hayes@famu.edu</a> and <a href="mailto:Purchasing@famu.edu">Purchasing@famu.edu</a></td>
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<td>05/28/2009</td>
<td>Responses to inquiries and Addenda, if any, mailed to Proposers</td>
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<td>Deadline for Proposal submission at 2:30 p.m. (RFP opening)</td>
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<td>Evaluation Process will begin</td>
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9.0 General Conditions

9.1. Authorized FAMU Representative/Public Notices/FAMU Discretion

Proposer’s response to this RFP and any communications and/or inquiries by Proposer during this RFP process must be submitted in writing to the individual and address stated below. Inquiries are preferred via email. FAMU will consider only those communications and/or inquiries submitted in writing to the individual below on or before the date and time specified in Section 2.2, “Calendar of Events.” To the extent FAMU determines, in its sole discretion, to respond to any communications and/or inquiries, such response will be made in writing and mailed and/or transmitted by facsimile to all Proposers. FAMU shall not accept or consider any written or other communications and/or inquiries (except a Proposal) made between the date of this deadline and the posting of an award, if any, under this RFP.

Willie Minton
Purchasing Department
1700 Lee Hall Drive
208 Foote-Hilyer Administration Center
Tallahassee, FL 32307
Email address: Marcus.Hayes@famu.edu
PH (850)599-3203
Fax: (850) 412-2160
Advance notice of public meetings regarding this RFP, if FAMU determines in its sole discretion whether any such meetings will be held, will be in writing and posted in FAMU’s Purchasing Department, 208 Foote-Hilyer Administration Center. FAMU reserves the sole discretion over the conduct of such meetings and the extent, if any, that public attendees may participate in such meetings. FAMU also reserves the right and sole discretion to REJECT any proposal at any time on grounds that include, without limitation, either that a proposal is nonresponsive to the RFP or is incomplete or irregular in any way, or that a responsive proposal is not in FAMU’s best interest.

9.2. Proposal Due Date

Proposer’s response to this RFP shall be prepared in accordance with Section 7.0., “Proposal Format”. Proposals are due at the time and date specified in Section 8.7, “Calendar of Events” and must be received by FAMU’s Authorized Representative in FAMU’s Purchasing Department, Room 208 Foote-Hilyer Administration Center, and 1700 Lee Hall Drive, Tallahassee, FL 32307 no later than 2:30 PM on June 10, 2009 according to the time clock in FAMU’s Purchasing Department. FAMU shall not extend or waive this time requirement for any reason whatsoever. Proposals or amendments to proposals that arrive after 2:30 PM on June 10, 2009 will not be accepted/considered for any reason whatsoever. Telephone, including facsimile and electronic mail, and telegraphic proposals and/or amendments to proposals shall not be accepted at any time. At 2:30 PM on June 10, 2009, all timely proposals will be opened for the sole purpose of recording the names of the Proposers submitting written proposals.

If it elects to mail in its proposal package, the Proposer must allow sufficient time to ensure FAMU’s proper receipt of the proposal package by the time specified above. Regardless of the form of delivery, it is the responsibility of the Proposer to ensure that the proposal package arrives at FAMU’s Purchasing Department no later than 2:30 PM on June 11, 2009.

Proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposal submission time and date shown above. Proposals must be delivered in sealed envelopes clearly marked: RFP 7397 FLORIDA CLASSIC HOTEL AND MEETING ROOM ACCOMMODATIONS. The proposal must be submitted in one (1) original and six (6) copies. Only one copy needs to contain original signatures of the Proposer’s authorized representatives on the document titled “REQUEST FOR PROPOSAL ACKNOWLEDGMENT FORM (Form RFP/CS).” The copy containing the original signature must be marked “ORIGINAL.”

9.3. Proposal Opening Date

Proposals will be opened in FAMU’s Purchasing Department on the date and at the time shown in Section 8.7, “Calendar of Events.”

9.4. Disposition of Proposals

All proposals become the property of the University’s Board of Trustees, the University and the State of Florida; and the University shall have the right to use all ideas, and/or adaptations of those ideas, contained in any proposal received in response to this RFP. Any parts of the proposal or any other material(s) submitted to FAMU with the proposal that are copyrighted or expressly marked as “confidential”, “proprietary”, or “trade secret”, will be exempted from the “open records disclosure requirements” of Chapter 119, Florida Statutes, but only to the extent expressly authorized by Florida law. FAMU’s selection or rejection of a proposal will not affect this exemption.

9.5. Economy of Presentation
Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the Proposer’s capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. To expedite the evaluation of proposals, it is mandatory that Proposers follow the format and instructions contained herein. FAMU is not liable for any costs incurred by any Proposer in responding to this RFP including, without limitation, costs for oral presentations requested by FAMU, if any.

9.6. Restricted Discussions/Submissions

From the date of issuance of the RFP until FAMU takes final agency action, the Proposer must not discuss the proposal or any part thereof with any employee, agent, or representative of FAMU except as expressly requested by FAMU in writing. Violation of this restriction will result in REJECTION of the Proposer’s proposal.

9.7. Verbal Instructions Procedure

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any FAMU employee. Only those communications that are in writing from the authorized FAMU representative identified in Section 9.1. of this RFP that have been approved in writing by FAMU’s President or the President’s designee shall be considered as a duly authorized expression on behalf of FAMU. Only communications/inquiries from the Proposer that are signed in writing and delivered on a timely basis, i.e., not later than 4:30 PM on May 22, 2009, will be recognized by FAMU as duly authorized expressions on behalf of the Proposer.

9.8. State Licensing Requirements

All corporations seeking to do business with the State of Florida shall, at the time of submitting a proposal in response to this RFP, either be on file or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application must be furnished to FAMU when submitting the proposal. The successful Proposer, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this RFP, if any. Similarly partnerships seeking to do business with the State shall, at the time of submitting such a proposal, have complied with the applicable provisions of Chapter 620, Florida Statutes. A statement shall be required indicating that the Proposer is a corporation or other legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes, providing their corporate charter numbers. For additional information, the Proposer shall contact the Florida Secretary of State’s Office at: Corporations (850) 245-6052, option 2; limited liability or partnership companies (850)245-6051; or www.sunbiz.org

9.9. Definitions

FAMU’S Contract Administrator - The University’ designated liaison with the Proposer. In this matter FAMU’s Contract Administrator will be Marcus Hayes.

Proposer - Anyone who submits a timely proposal in response to this RFP.
**Successful Proposer** - The firm or individual who is the recommended recipient of the award of a contract under this RFP.

**Contract** - The formal bilateral agreement signed by a representative of the University and the Vendor which incorporates the requirements and conditions listed in this RFP and the Vendor’s proposal.

**Project Manager** - After contract award a liaison from the user department will oversee the contractor’s performance and report as needed to the contract administrator. The Project Manager is Tammie Hamlett.

9.10. Procurement Rules

A. FAMU has established for purposes of this RFP that the words “shall”, “must”, or “will” are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by FAMU. A deviation is material if, in FAMU’s sole discretion, the deficient response is not in substantial accord with this RFP’s mandatory conditions requirements.

B. The words “should” or “may” are equivalent in this RFP and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a proposal, but may result in the proposal being considered as not in the best interest of FAMU.

C. The Proposer must agree to abide by each mandatory condition and requirement included in this RFP. Also, the Proposer must initial the designated item, using APPENDIX II, indicating that this section has been understood and agreed upon.

D. The Proposer is solely responsible for the accuracy and completeness of its proposal. The Proposer’s errors or omissions, if any, are solely at the risk of the Proposer and may be grounds for FAMU’s REJECTION of the proposal.

9.11. Force Majeure

No default, delay or failure to perform on the part of FAMU 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 FAMU’s reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, default of common carrier. In the event of such default, delay, or failure to perform due to causes beyond FAMU’s reasonable control, 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 cause beyond the reasonable control of FAMU.

9.12. Limitation of Remedies, Indemnification, and Insurance

A. The Attorney General of the State of Florida has rendered an opinion that agencies of the State of Florida cannot contractually limit the State’s right to redress. Consequently, any proposal by Proposer to limit the Proposer’s liabilities to the State or to limit the State’s remedies against the Proposer is unacceptable and will result in the REJECTION of the Proposer’s proposal.
B. As an agency of the State of Florida, FAMU’s liability is regulated by Florida law. Except for its’ employees acting within the course and scope of their employment, FAMU shall not indemnify any entity or person. The State of Florida is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, FAMU’s liability and indemnification obligations under this RFP and the resulting contract, if any, shall be effective only to the extent required by Florida law; and any provision requiring FAMU to provide insurance coverage other than the State of Florida self-insurance shall not be effective.

Under this RFP and the resulting contract, if any, the Proposer must hold FAMU and those in privities with FAMU, and their officers, employees, and agents harmless from and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings and judgments from claims arising or resulting from the acts and omissions of the Proposer and those under the Proposer’s supervision and control; provided, however, such indemnification shall not include any amounts for consequential damages and shall be limited to proven damages in an amount not to exceed the required insurance policy limits of the Proposer.

C. The Proposer shall obtain, maintain, and pay for insurance in the categories as required by Florida Statutes. The insurance coverage in each category shall meet or exceed the minimum limits set forth by the Florida Statutes for their industry. All such insurance policies must be with insurers qualified to do business in Florida. The insurance shall cover all of the Proposer’s operations under the contract resulting from this RFP, if any, and shall be effective throughout the effective period of such contract. The Proposer shall furnish FAMU proof of Proposer’s insurance coverage by original ACCORD certificates of insurance no later than five (5) days after the contract resulting from this RFP, if any, is executed.

9.13 Cancellation /Termination of Contract

Any contract established as a result of this RFP may be unilaterally canceled by FAMU for refusal by Proposer to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Proposer in conjunction with this RFP or the resulting contract. FAMU also may terminate such contract resulting from this RFP, if any, without cause on thirty (30) days advanced written notice to the Proposer. The parties to such contract may terminate the contract at any time by mutually consenting in writing, either party may terminate such contract immediately and also for breach by the other that remains substantially uncured after thirty (30) days’ advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party.

9.14 Assignment and Amendment of Contract

Neither the contract resulting from this RFP, if any, nor any duties or obligations under such contract shall be assignable by the Proposer without the prior written consent of FAMU. Any contract resulting from this RFP may be amended only in writing signed by the Proposer and FAMU with the same degree of formality evidenced in the contract resulting from this RFP.

9.15 Performance Investigations

As part of its evaluation process, FAMU may make investigations to determine the ability of the Proposer to perform under this RFP. FAMU reserves the right to REJECT any proposal if the
Proposer fails to satisfy FAMU that it is properly qualified to carry out the obligations under this RFP.

9.16 Severability

If any provision of the contract resulting from this RFP, if any, is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provision shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of such contract.

9.17 Notices

All notices and all other matters pertaining to the contract resulting from this RFP, if any, to party shall be in writing, shall be hand delivered, or sent by registered or certified U.S. Mail, return receipt requested, and shall be deemed to have been duly given when actually received by the addressee at the address listed below:

Mr. Avery McKnight, General Counsel  
Florida A&M University  
Office of General Counsel  
300 Lee Hall  
Tallahassee, FL 32307  
And  
Ms. Stephany Fall, Interim Director of Purchasing  
University Purchasing Office  
1700 Lee Hall Drive, 208 FHAC  
Tallahassee, FL 32307  
And  
Tammie Hamlett, Director of Events  
University Relations  
Florida A&M University  
Tallahassee, Florida 32307

9.18 Governing Law and Venue

This RFP and resulting contract, if any, and any disputes there under will be governed by the laws of the State of Florida and shall be deemed to have been executed and entered into in the State of Florida. Any such contract shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. FAMU and Proposer hereby agree that this RFP and resulting contract, if any, shall be enforced in the courts of the State of Florida and that venue shall always be in Orange County, Florida.

9.19 Liaison

FAMU’s liaison with the successful Proposer, if any, shall be the Tammie Hamlett, Director of Events.

9.20 Equal Opportunity Statement
The State of Florida and FAMU subscribe to equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination and are committed to non-discrimination on the basis of race, creed, color, sex, age, national origin, religion, veteran or marital status, or disability. Proposer commits to the following:

A. The provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the contract resulting from this RFP, if any, regardless of value.

B. The Proposer, if any, awarded a contract under this RFP shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.

C. If the Proposer anticipates receiving $10,000 in orders during the first 12 months of the contract, if any, resulting from this RFP, Proposer must complete a Certificate of Non-Segregated Facilities form and attach the form to the proposal. A sample certificate is attached in APPENDIX I.

D. If the Proposer anticipates receiving $50,000 in orders during the first 12 months of the contract, if any, resulting from this RFP, and employs more than 50 people, the Proposer must complete and file prior to March 1 of each year a standard form 100 (EEO-1).

E. If the Proposer anticipates receiving $50,000 in orders during the first 12 months of the contract, if any, resulting from this RFP, and employs more than 50 people, the Proposer must maintain a written program for affirmative action compliance that is accessible for review upon request by FAMU.

F. Proposers shall identify their company's government classification at time of proposal submittal. See FAMU Form RFP/CS (RFP acknowledgement cover page). Proposer's identity will not foster special consideration during this RFP process; this is only for informational purposes for reporting.

9.21. Waiver of Rights and Breaches

No right conferred on FAMU by this RFP or resulting contract, if any, shall be deemed waived and no breach of any such contract excused, unless such waiver of right or excuse of breach shall be in writing and signed by FAMU's signatory. FAMU's waiver or excuse of a breach by the other party shall not constitute a waiver or excuse of any other breach.

9.22. Employee Involvement/Covenant Against Contingent Fees

In accordance with Section 112.3185, Florida Statutes, the Proposer hereby certifies that, to the best of its knowledge and belief, no individual employed by the Proposer or subcontracted by the Proposer has an immediate relationship to any employee of FAMU who was directly or indirectly involved in any way in the procurement of the contract, if any, resulting from this RFP or goods or services hereunder. Violation of this section by Proposer shall be grounds for cancellation of such contract. The Proposer also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this RFP or any advantage hereunder upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any substantial consideration bargained for, excepting that which is provided to the Proposer's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable
diligence should have been known by the State to be maintained by the Proposer for the purpose of securing business for Proposer. In the event of the Proposer's breach or violation of this warranty, FAMU shall, subject to Proposer's rights under Chapter 120, Florida Statutes, have the right, at its option, to annul any contract resulting from this RFP without liability, to deduct from the charges otherwise payable by FAMU under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to FAMU under such contract, at law or in equity.
CERTIFICATE OF NON-SEGREGATED FACILITIES

We, __________________________________________ certify to the Florida A&M University that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive order 11246 of 24 September 1965.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash room, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

We, further, agree that (except where we have obtained identical certifications from proposed subcontractors for specific time periods) we will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted certifications for specific time periods):

NOTE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certificate of Non-segregated Facilities, as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted prior to the award of a sub-contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each sub-contract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.
APPENDIX I
CERTIFICATE OF NON-SEGREGATED FACILITIES
SUBPART - CONTRACTOR'S AGREEMENTS

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order
No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

SEC. 402 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:

(1) The contractor agrees to comply with the affirmative action clause and regulation published by the US Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, and Executive Order 11701, which are incorporated in this certificate by reference.

PROPOSER COMPANY NAME____________________________________

AUTHORIZED SIGNATURE______________________________________

TITLE_______________________________________________________

DATE_______________________________________________________
NOTICE OF CONFLICT OF INTEREST

Company or Entity Name  ________________________________

For the purpose of participating in the Request for Response process and complying with, the provisions of Chapter 112, *Florida Statutes*, and University Regulation 6.002, the undersigned corporate officer states as follows:

The persons listed below are corporate officers, directors or agents and are currently employees of the Florida A & M University or Users:

________________________________________  ________________________________

________________________________________  ________________________________

________________________________________  ________________________________

The persons listed below are current University employees who own an interest of five percent (5%) or more in the company/entity named above:

________________________________________  ________________________________

________________________________________  ________________________________

________________________________________  ________________________________

The above information is true and correct to the best of my knowledge. Signed on this ________, day of, ________________________________, 2009.

______________________________________________

Signature

______________________________________________

Print Name and Title
PRICE SHEET