INVITATION TO NEGOTIATE

CAMPUS DINING SERVICES

ITN# 01-14-ML

NEW COLLEGE OF FLORIDA

The New College of Florida is requesting proposals from qualified firms interested in the New College of Florida Invitation to Negotiation for **Campus Dining Services** as further specified herein.

If you are interested in submitting a proposal, please note that the proposal needs to be submitted no later than **3:00 p.m., April 1st, 2014**. Any questions concerning this Invitation to Negotiate should be directed to Mark Lillquist, Purchasing Director: mlillquist@ncf.edu.

All interested parties are required to attend a **MANDATORY** pre-proposal meeting on February 20th, 2014, commencing at 10:00am with kitchen tour to follow. Please plan on meeting in Sudakoff Center (5845 General Dougher Place, Sarasota, FL 34243). Note the terms "bid" and "proposal" and variations of such are intended to be used interchangeably.

New College of Florida
Purchasing Department
5800 Bay Shore Rd
Sarasota, FL 34243
http://www.ncf.edu/purchasing

SUBMIT PROPOSAL TO:
NEW COLLEGE OF FLORIDA
PURCHASING DEPARTMENT
5800 BAY SHORE RD PMD
SARASOTA FL 34243
Telephone Number: Area Code 941-487-4570
Web Address: http://www.ncf.edu/purchasing

INVITATION TO NEGOTIATE

ITN WILL BE OPENED April 1st 2014 at **3:00 P.M**
and may not be withdrawn within 120 days after such date and time.

ISSUING DATE: 01/28/2014

ITN TITLE: CAMPUS DINING SERVICES

FEID NUMBER OR S.S. NUMBER

Delivery will be _____ Days ARO

Cash Discount Terms

VENDOR NAME

VENDOR MAILING ADDRESS

CITY-STATE-ZIP

WEB ADDRESS: _____

AREA CODE | TELEPHONE NUMBER

TOLL-FREE NUMBER

REASON FOR NOT SUBMITTING PROPOSAL

_____

CERTIFIED OR CASHIER'S CHECK IS ATTACHED, WHEN REQUIRED, IN THE AMOUNT OF $

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. Failure to file a protest within the time prescribed in Section 120.53(5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

*I certify that this ITN proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal 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 ITN proposal and certify that I am authorized to sign this ITN proposal for the vendor and that the vendor is in compliance with all requirements of the Invitation To Negotiate, including but not limited to, certification requirements. In submitting a proposal to the New College of Florida, a public body corporate, herein after known as the College, the vendor offers and agrees that if the ITN proposal is accepted, the vendor will convey, sell, assign, or transfer to the College all rights, title and interest in and to all causes of action it * now or hereafter acquire under the Anti-trust laws of the United States and the College for price fixing relating to the particular commodities or services purchased or acquired by the College. At the College's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the vendor.*

_____
AUTHORIZED SIGNATURE (MANUAL)

_____
AUTHORIZED SIGNATURE (TYPED) TITLE

E-MAIL ADDRESS: _____

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 as instructed shall be rejected. All proposals are subject to the conditions specified herein. ITN responses, which do not comply with specified conditions, may be rejected.

1. EXECUTION OF ITN**:** ITN proposal must contain an original manual signature of authorized representative in the space provided above. ITN proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by vendor to his ITN price must be initialed. The company name and E.I.N. number or social security number shall appear on each pricing page of the ITN as required. Complete ordering instructions must be submitted with the ITN proposal.

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

3. ITN OPENING**:** Shall be public, on the date and at the time specified on the ITN form. It is the vendor's responsibility to assure that his ITN proposal is delivered at the proper time and place of the ITN opening. ITN proposals, which for any reason are not so delivered, will not be considered. Offers by facsimile or telephone are not acceptable. An ITN proposal may not be altered after opening of the proposals. NOTE: Proposal tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope. Proposal files may be examined during normal working hours by appointment. Proposal tabulations will not be provided by telephone.

4. PRICES, TERMS AND PAYMENT: Firm prices shall be proposed and include all packing, handling, shipping charges and delivery to the destination shown herein.

(a) TAXES: The College does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property or services. See tax exemption number on face of purchase order or agreement form. This exemption does not apply to purchases of tangible personal property or services made by vendors who use the tangible personal property or services in the performance of contracts for the improvement of College-owned real property as defined in Chapter 192, F.S.

(b) DISCOUNTS: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for ITN proposal evaluation purposes.

(c) MISTAKES: Vendors are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at vendor's risk. In case of mistake in extensions the unit price will govern.

(d) CONDITIONS AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this ITN proposal shall be new, current standard production model available at time of the ITN. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

(e) INVOICING AND PAYMENT: The vendor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the vendor's EIN number. An original invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment**. VENDOR'S RIGHT TO PAYMENT:** Vendors providing goods and services to the College shall submit invoices to the College in order to receive payment. The College shall issue the Vendor's payment within 40 days (35 days for healthcare providers) after receipt of acceptable invoices, receipt, inspection and acceptance of goods and/or services provided in accordance with the terms and conditions of the purchase order/contract. If payment is not made within said 40 days, a separate interest penalty (established pursuant to Section 55.03 (1), Florida Statues) on the unpaid balance will be paid upon Vendor's written request to the College, providing said request is received by the College no later than 40 days from the date shown on the College's check. The interest provision applies after a 35-day period to health care providers as defined by rule. Interest of less than one (1) dollar will not be enforced.

(f) The College's vendor ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the College may be contacted at 941-487-4570. Written inquiries and requests for interest penalty payments can be addressed to: NCF Accounts Payables, 5800 Bay Shore Rd Sarasota , FL 34243.

5. DELIVERY: Unless actual date is specified (or if specified delivery cannot be met), show number of days required making delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be Monday through Friday, 8:00 a.m. to 11:30 a.m. and 1:00 p.m. to 4:00 p.m., excluding New College of Florida holidays, unless otherwise specified.

6. ADDITIONAL TERMS AND CONDITIONS: No additional terms and conditions included with the ITN response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this ITN. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this ITN solicitation are the only conditions applicable to the ITN and the vendor's authorized signature affixed to the vendor acknowledgement form attests to this.

7. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS: Any manufacturers' name, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). **MEASUREMENTS:** Customary measurements appearing in these specifications are not intended to preclude proposals for commodities with metric measurements. If proposals are based on equivalent products, indicate on the ITN form the manufacturer's name and number. Vendor shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The College reserves the right to determine acceptance of item(s) as an approved equivalent. Proposals, which do not comply with these requirements, are subject to rejection. Proposals lacking any written indication of intent to propose an alternate brand will be received and considered in complete compliance with the specifications as listed on the ITN form. The Purchaser 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 the College unless evidenced by a Change Notice issued and signed by the College.

8. INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than forty-eight (48) hours prior to the ITN opening. Inquiries must reference the date of ITN opening and ITN number. No interpretation shall be considered binding unless provided in writing by the College in response to requests in full compliance with this provision. Any person who is adversely affected by the Agency'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 NCF Regulation. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

9. NOTICE OF ITN PROTEST BONDING REQUIREMENT**:** Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the College pursuant to Section 120 F.S., shall post with the College at the time of filing the formal written protest, a bond payable to the College in an amount equal to 10 percent of the College'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 him 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 College pertaining to requests for approval of exceptional purchases, the bond shall be in the amount equal to 10 percent of the requesting agency's estimate of the contract amount for the exceptional purchase requested or $10,000, whichever is less. In lieu of a bond, the College 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.**

10. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, F.S. All vendors must disclose with their proposal the name of any officer, director, or agent who is also an employee of the College. Further, all vendors must disclose the name of any College employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.

11. AWARDS: As the best interest of the College may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all proposals or waive any minor irregularity or technicality in proposals received. When it is determined there is competition to the lowest responsible vendor, evaluation of other proposals is not required. Vendors are cautioned to make no assumptions unless their proposal has been evaluated as being responsive. All awards made as a result of this ITN shall conform to applicable Florida Statutes, and College Regulations, policies and Procedures.

12. SAMPLES: Samples of items, when called for, must be furnished free of expense on or before ITN opening time and date, and if not destroyed may, upon request, be returned at the vendor's expense. Each individual sample must be labeled with vendor's name, manufacturer's brand name and number, ITN number, and item reference. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within 90 days after ITN opening date. If instructions are not received within this time, the College shall dispose of the commodities.

13. NONCONFORMANCE TO CONTRACT CONDITIONS**:** Others acceptable to the College may test Items for compliance with specifications by the Florida Department of Agriculture and Consumer Services. Should the items fail testing, the College may require the vendor to reimburse the College for costs incurred by the College in connection with the examination or testing of the commodity including costs relating to transporting the commodity samples to the testing site, actual test costs, personnel costs and other applicable costs. The data derived from any tests 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 vendor's expense. These items and items not delivered as per delivery date in ITN and/or purchase order may result in vendor being found in default in which event any and all reprocurement costs may be charged against defaulting vendor. Any violation of these stipulations may also result in:
a) Suppliers name being removed from the College list.
b) All College departments being advised not to do business with the supplier without written approval from Purchasing and Property Services until such time as supplier reimburses the College for all reprocurement and cover costs.

14. INSPECTION, ACCEPTANCE AND TITLE**:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filling, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:
a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
b) Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
c) Retain the item and its shipping container, including inner packing material, until the carrier and the contract supplier perform inspection.
d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

15. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this ITN prior to their delivery, it shall be the responsibility of the supplier to notify Purchasing at once, indicating in his letter the specific regulation which required an alteration. The College 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 College.

16. ADDITIONAL QUANTITIES: For a period not exceeding 180 days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to the amount shown on the ITN but not to exceed the threshold for category two at the prices proposed in this invitation. If additional quantities are not acceptable, the ITN proposal sheets must be noted "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY."

17. SERVICE AND WARRANTY: Unless otherwise specified, the vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Vendors must explain on an attached sheet to what extent warranty and service facilities are provided.

18. 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 ITN response hereto and the College, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any vendor shall not constitute a cognizable defense against the legal effect thereof.

19. PATENTS COPYRIGHTS, TRADEMARKS, ROYALTIES and other Intellectual Property: The vendor, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, trademarked or unpatented invention, process, or article manufactured or supplied by the vendor. The vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by vendor or is based solely and exclusively upon the College's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement and will afford the vendor full opportunity to defend the action and control the defense.

20. Further, if such a claim is made or is pending the vendor may, at its options and expenses procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the College agrees to return the article on request to the vendor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the vendor uses any design, device or materials covered by copyright, patent or trademark, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

21. ASSIGNMENT: Any Purchase Order issued pursuant to this ITN and the monies, which may become due hereunder, are not assignable except with the prior written approval of the ordering agency.

22. LIABILITY: The vendor shall save and hold harmless the College, its officers, agents and employees against any and all claims by third parties resulting from the vendor's breach of this contract, the vendor's negligence, and/or vendor's other wrongful acts.

23. FACILITIES: The College reserves the right to inspect the vendor's facilities at any reasonable time with prior notice.

24 PUBLIC PRINTING: A vendor must have at the time of ITN opening a manufacturing plant in operation, which is capable of producing the items proposed, and so certify upon request of the agency. Every agency of the State, including agencies within the legislative and judicial branches of government, shall give preference to vendors located within the State when awarding contracts to have materials printed, whenever such printing can be done at no greater expense than, and at a level of quality comparable to that obtainable from a vendor located outside the State.
(a) CONTRACTS NOT TO BE SUBLET: In accordance with Printing Laws and Regulations printing contracts cannot be sublet. Printing shall be awarded only to printing firms. No contract shall be awarded to any broker, agent, or independent vendor offering to provide printing manufactured by other firms or persons.
(b) PRINTING ADJUSTMENTS, OVERRUNS-UNDERRUNS: No adjustment shall be accepted by an agency on any purchase of printing unless conditions or specifications of proposal expressly so provide.
(c) COMMUNICATIONS: It is expected that all materials and proofs will be picked up and delivered by the printer or his representative, unless otherwise specified. Upon request, materials will be forwarded by registered mail.
(d) RETURN OF MATERIALS: All copy, photos, artwork, and other materials supplied by the purchaser must be handled carefully and returned in good condition upon completion of the job. Such return is a condition of the contract and payment will not be made until return is affected.
(e) QUALITY-PERFORMANCE ANALYSIS: The vendor on any purchase of printing in excess of the threshold for category two shall complete and forward to Purchasing and Property Services the analysis form that accompanied his purchase order together with an invoice copy.

25. PUBLIC RECORDS: Any material submitted in response to this ITN will become a public document pursuant to Section 119.07, F.S. This includes material, which the responding vendor 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.

26. 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) Vendor's name being removed from Purchasing and Property Services vendor mailing list.
b) All College agencies being advised not to do business with the vendors without written approval of Purchasing and Property Services.

27. CANCELLATION**:** The College 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.

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

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SECTION I: INTRODUCTION

PUROSE OF ITN

New College of Florida, Board of Trustees, a public body corporate invites qualified food service provider to submit responses to its Invitation to Negotiate (ITN) to provide dining services for the NCF campus. This ITN will serve to describe the College's needs and allow competing Contractors to offer innovative dining options in a joint venture that will benchmark the campus dining service in the higher education arena. The College intends to contract with one Contractor whose proposal is considered to be in the best interests of the College. The provider shall provide the College with all dining services management and operations personnel, technical support, training, food product, supplies, materials, systems, and effort necessary to perform the contracted dining services functions at a level of quality that consistently meets or exceeds the College's expectations. The terms "College" and "NCF" are used interchangeably throughout this ITN.

SECTION II: SPECIAL CONDITIONS

Attention Contractor: Any Contractors who received this Invitation to Negotiate from the Purchasing Department or Contractors who have downloaded this Invitation to Negotiate from the NCF Purchasing Web site http://www.ncf.edu/purchasing are solely responsible to check the NCF Purchasing Web site forty-eight (48) hours before the closing time of this Invitation to Negotiate to verify that they have downloaded any and all addenda that may have been issued for this bid/proposal or negotiation.

1. OPENING NOTE TO CONTRACTORS

Contractor's response to this **Invitation to Negotiate** shall be delivered to the ***Purchasing Department, New College of Florida, 5800 Bay Shore Rd, Sarasota, FL 34243***, no later than **3:00 P.M. on April 1, 2014** according to the official clock located in the College's Purchasing Department. No other time-keeping source will be considered for this purpose. The College shall not extend or waive this time requirement for any reason whatsoever. Responses to the Invitation to Negotiate that arrive after **3:00 P.M. on April 1, 2014** will be rejected in the College's sole discretion. These proposals will be returned unopened to the Contractor. Proposals and/or amendments ***will not*** be accepted at any time via facsimile or electronic mail. **At 3:00 P.M. on April 1, 2014, all timely ITN Proposals received will be opened and recorded.**

If the Contractor elects to mail/ship its ITN Proposal package, the Contractor must allow sufficient time to ensure the College's proper receipt of the proposal package by the time specified above. **Regardless of the form of delivery, it is solely the responsibility of the Contractor to ensure that the ITN Proposal package arrives at the College's Purchasing Department no later than 3:00 P.M. on April 1, 2014.**

ITN Proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposals submission time and date shown above.

ITN Proposals must be delivered in sealed envelopes/packages clearly marked: **ITN Proposal No.01-14-ML**.

All proposals submitted must include a signed copy of our standard Invitation to Negotiate Form (found on the first two pages immediately following this ITN's title page).

2. EVENT SCHEDULE (dates are subject to change)

Below is a list of projected dates of activities pertaining to this ITN that is presented for general organization purposes. These dates are subject to change by the College. It is the responsibility of the proposer to verify the dates with the College.

Event Schedule:

ITN Issued	01/28/2014
Pre-Proposal Meeting (mandatory)	02/20/2014
Bidder's Questions Due	02/24/2014
Response to Questions Posted	02/28/2014
Proposals Due/Opening	04/01/2014
Proposal Evaluations	04/02 to 04/11/2014
Contractor Presentations	04/16/2014
Proposal Awarded	05/30/2014
Contract Development	06/01/2014 to 07/30/2014

3. INQUIRIES

The College will not give verbal answers to inquiries regarding negotiation considerations or verbal instructions prior to or after the selection process of this Invitation to Negotiate. A verbal statement regarding same by any person shall be non-binding. The College is not liable for any cost incurred by the Contractor in connection with the preparation, production, or submission of their ITN Proposal including any increased costs resulting from the Contractor accepting verbal direction. All College changes to the ITN terms or specifications, if necessary, shall be made by the College by written addendum to the Invitation to Negotiate and distributed electronically by e-mail and post on the Purchasing Web site only.

Note: Contractors are responsible to insure that the College has their point of contact as well as their name, title, company name, address, telephone, and e-mail address in order to receive any addenda via e-mail.

4. MANDATORY PRE-PROPOSAL MEETING

All interested parties are required to attend a MANDATORY pre-proposal meeting on February 20, 2014 at the Sudakoff Center (5845 General Dougher Place, Sarasota, FL 34243). This meeting will commence at 10:00am with a tour of campus dining facilities to follow. At this time the College's representatives will be available to answer questions relative to this ITN. Any suggested modifications may be presented in writing to or be discussed with the College's representative(s) at this meeting. If any modifications are necessary and agreed to by the College, then a written addendum will be made available to all prospective proposers who attend the mandatory pre-proposal conference.

5. QUESTIONS ABOUT ITN - POINTS OF CONTACT

ALL QUESTIONS MUST BE SUBMITTED IN WRITING VIA EMAIL BY 5:00 P.M. February 24, 2014.

Any questions concerning this Invitation to Negotiate should be directed to Mark Lillquist, Purchasing Director, Purchasing Department, PMD, via e-mail at mlillquist@ncf.edu. Phone: (941) 487-4570.

6. RESPONSE TO CONTRACTOR QUESTIONS

Responses to all Contractor questions received prior to **5:00 pm on February 24, 2014** will be addressed via an Addendum by **5:00 pm on February 28, 2014.** Send email questions to Mark Lillquist mlillquist@ncf.edu.

7. ADDENDA

NCF Purchasing Department may issue written addenda prior to the proposal opening date, supplementing, modifying or interpreting any portion of this Invitation to Negotiate. No verbal or written information from any source other than the NCF Purchasing Department addenda is authorized as representing the College.

Contractor's failure to return any and all addenda may result in disqualification of that Contractor's Invitation to Negotiate.

PLEASE NOTE: It is solely the Contractor's responsibility to check the NCF Purchasing Web site at http://www.ncf.edu/purchasing, forty-eight (48) hours before the closing time of this proposal to verify that the proposer has received any addenda that may have been issued.

8. MEETINGS

Notice of public meetings regarding the Invitation to Negotiate will be posted on the front window located outside the NCF Purchasing Department located at 5800 Bay Shore Rd Sarasota FL 34243 building PMD and posted electronically on the NCF Purchasing Proposal website five business days prior to the meeting, http://www.ncf.edu/purchasing . For the purpose of this ITN, meeting notices will be Noticed (posted) by e-mail to the ITN Contractor list.

9. PARKING

Annual, semester, monthly, weekly, or daily parking permits must be purchased from the Parking Office (941) 487-4626 for any contractor vehicles and/or individual contractor employee vehicles that will be parked on campus. This applies to all vehicles used for an extended period of time (over 3 days or on a recurring basis). Campus parking rules and regulations must be observed by all drivers.

10. AWARD

Contractor's proposals will be evaluated based on the requirements set forth in this Invitation to Negotiate. The College reserves the right to reject any or all proposals.

Contractors may be required to answer questions and may be required to make a presentation to the evaluation committee regarding their qualifications, experience, service, and capability to furnish the required service(s).

The evaluation of each response to this ITN will be based on its overall competence, compliance, format, and organization. The Award shall be made to the responsible Contractor whose proposal is determined to be the most advantageous to New College, taking into consideration the evaluation criteria listed in this ITN. However, New College is under no obligation whatsoever to select as most responsive the proposal that demonstrates the lowest pricing but not necessarily the one receiving the highest overall ranking.

11. PROPOSAL TABULATION

For contractors desiring a copy of the proposal tabulation, the tabulation will be available for downloading after the award is made and will be posted on the Purchasing website http://www.ncf.edu/purchasing.The proposal tabulation is an accounting of initial proposal information received relative to requested information and may not include price information. Proposal tabulation results will not be given out over the telephone.

12. THE INVITATION TO NEGOTIATE PROCESS

The ITN process is a flexible procurement process that is used when highly specialized and or variable services or products are required. Negotiations offer an opportunity for selected Contractor(s) to discuss their responses with an evaluation committee. The goal of this comprehensive process is for identification of the optimal outcome or the solution that best meets the needs of the College. Only representatives of the participating Contractors who are authorized to negotiate and make agreements shall be involved in negotiations.

13. EVALUATION CRITERIA

Evaluation will be based on criteria identified in the specifications. **Any information a Contractor deems essential to the evaluation of the services offered, for which no provision is made in the ITN, should be clearly stated in the proposal.** While the College reserves the right to request additional information or clarification from Contractors at any time in the process, Contractors should not assume that they will be allowed to amplify or modify their initial written proposal. The initial response must be a clear and easy to understand explanation of the products, services, benefits and prices offered and should include information as to how all specifications will be met.

14. NEGOTIATION WITH CONTRACTORS

To identify Contractors for negotiations, submitted proposals will be evaluated, presentations may be requested, and references may be verified and reviewed. The College will compare the proposals according to the evaluation criteria described in the specifications for the purpose of identifying Contractors for negotiation. The evaluation criteria does not necessarily determine the best value for the College or the award to be made.

Contractors may be invited to continue in the negotiation process. Negotiations offer an opportunity for the selected Contractors to discuss their offers and proposals in further detail with the College. Selected Contractors may be given the opportunity to refresh their initial offers. Refreshed proposals allow

Contractors to match or exceed the offers made by competitors, both as to services and cost. This allows the College to secure services which best meet its needs, at a highly competitive and favorable cost. At the conclusion of this negotiation process, the College may ask selected Contractors to submit a written best and final offer, to memorialize all agreements reached during negotiations and to extend additional benefits to the College, if desired. Invitation to submit a best and final offer is not automatic. After this negotiation a final Contractor(s) may be selected.

15. INVITATION TO NEGOTIATE FORM

All proposals shall be submitted using New College of Florida's Invitation to Negotiate form (found on the first two pages immediately following this ITN's title page) as a cover to be considered for an award of the proposal. The form shall be completed in ink or typewritten, signed by an authorized signatory of the Contractor and returned with the proposal in a sealed envelope. Contractor is responsible for marking the outside of the sealed envelope with the proposal number and the opening date.

The Invitation to Negotiate form and all related pages are a legal document and cannot be altered by the Contractor in any way. Any alteration made by a Contractor may disqualify the proposal and the response may be considered invalid. Any necessary changes to an Invitation to Negotiate document will be implemented by written addenda to the proposal issued by Purchasing & Property Services.

16. RIGHT TO NEGOTIATE

Upon evaluation of the responses, the College has the right to enter into negotiations with one or multiple Contractors that appear to have submitted proposal(s) that best meet the needs and requirements of the College. Negotiations could include but are not limited to price and the terms and conditions of this ITN.

If for any reason a Contractor(s) and the College cannot arrive at a mutual agreement that would result in the issuance of a contract, the College reserves the right to terminate negotiations, to reject the proposal(s), and to continue negotiations with other responsive Contractors that may lead to the issuance and award of a contract.

17. CONTRACTOR'S RESPONSIBILITY

It is understood and the Contractor hereby agrees that it shall be solely responsible for all services that it proposes, notwithstanding the detail presented in the Invitation to Negotiate.

18. CONTRACTOR'S EXPENSE

All proposals submitted in response to the ITN must be submitted at the sole expense of the Contractor, whether or not any agreement is signed as a result of this Invitation to Negotiate. Proposers will pay all costs associated with the preparation of proposals and necessary visits to campus and other required site visits.

19. NUMBER OF PROPOSALS SUBMITTED

Contractor shall submit one (1) original proposal-clearly mark as "original" and eight (8) copies. **Contractors will also submit one electronic copy preferably on a flash drive. Proposals that do not provide the requested copies may be rejected without further review.**

20. PROPOSAL REJECTION

The College shall have the right to reject any or all ITN proposals and in particular to reject an ITN proposal not accompanied by data required by the Invitation to Negotiate or an ITN proposal in any way incomplete or irregular including the omission of pricing information. Conditional ITN proposals may be considered non-responsive.

The College may terminate this ITN process at any time up to notice of award, without prior notice, and without liability of any kind or amount. Further, the College reserves the right to commence one or more subsequent ITN processes seeking the same or similar products or services covered hereunder.

21. OPEN COMPETITION

The College encourages free and open competition among Contractors. Whenever possible, specifications, invitations to negotiate, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the College's needs and the accomplishment of a sound economical operation. The Contractor's signature on their ITN proposal guarantees that the prices quoted have been established without collusion with other Contractors and without effort to preclude the College from obtaining the lowest possible competitive price.

22. ORAL PRESENTATION

After ITN proposals have been opened, Contractors submitting ITN proposals reaching the finalist stage will be required, at the sole option of the College, to make oral presentations or provide written clarifications. Such presentations or clarifications will provide an opportunity for the Contractor to clarify the proposal. Oral presentations may be recorded. Recorded oral presentations and written clarifications will be affixed to the Contractor's ITN proposal and become part of the same as if originally submitted.

23. MISTAKES

Contractors must check their proposals for any errors. Failure to do so will be at the Contractor's risk.

In the event a mistake results in the written request of a Contractor withdrawing any part of the proposal, the Contractor must withdraw the entire proposal package and the College will not consider that proposal for award of ANY of the subject ITN. This applies to all requests for withdrawal. The only exception to this policy would be a case where the mistake was the result of misinformation unknowingly supplied by the College. In this event, a waiver of policy must be approved by Purchasing whose decision shall be final.

24. RIGHT TO TERMINATE

In the event any of the provisions of the contract are violated by the successful proposer, the College may serve written notice upon Contractor of its intention to terminate the contract. Such notice will state the reason(s) for the intention to terminate the contract. If the violation does not cease and satisfactory arrangements for correction are not made within ten (10) days after the notice is served upon the Contractor, the contract shall cease and terminate. The liability of the Contractor and/or his surety for any and all such violation(s) shall not be affected by any such termination.

25. CANCELLATION

For the protection of both parties all contractual obligations shall prevail for at least 90 days after the effective date of the contract. After that period, for the protection of both parties, this contract may be cancelled, in whole or in part, by either party by giving thirty (30) days written notice to the other party.

26. FORCE MAJEURE

No default, delay or failure to perform on the part of the either party 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; acts of terrorism; 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.

27. PAYMENT

The College will make partial payment in the amount of the value of items or service received and accepted by the College in response to a request by the Contractor along with the submission of a properly executed invoice, and supporting documents (if required). The College shall issue the Contractor's payment within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the purchase order/contract. Any penalty or delay in payment shall be in accordance with section 55.03, Florida Statutes. The College's Contractor ombudsman, whose duties include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from the College may be contacted at 941-487-4323.

28. FEID NUMBER

Contractors MUST supply their Federal Employee Identification Number or Social Security number.

29. W-9 (W-8BEN for Foreign Contractors) FORM

Contractors are required to complete and return the W-9 Form attached herein with their proposal response (the W-8BEN form can be downloaded from the IRS site, http://www.irs.gov/pub/irs-pdf/fw8ben.pdf.)

NOTE: The W-9 or W8BEN statement must be completed and signed before a contract can be approved.

30. STANDARDS OF CONDUCT

It is a breach of ethical standards for any employee of the College to accept, solicit, or agree to accept a gratuity of any kind, form or type in connection with any contract for commodities or services. It is also a breach of ethical standards for any potential Contractor to offer an employee of the College a gratuity of any kind, form or type to influence the development of a contract or potential contract for commodities or services.

31. AMERICAN WITH DISABILITIES (ADA)

The Contractor awarded this proposal/proposal shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.

NOTE: If special accommodations are required in order to attend any event or meeting in conjunction with this Invitation to Negotiate, please notify NCF Purchasing Department at (941) 487-4570 at least 5 working days prior to the scheduled event.

32. PUBLIC RECORDS

Sealed proposal responses received by the College pursuant to Invitation to Negotiate are exempt from the provisions of the Florida Statute Chapter 119 until such time as the College provides notice of a decision or intended decision pursuant to Florida Statute Chapter 120 or within thirty (30) days after the proposal opening, whichever is earlier.

The College reserves the right of unilateral cancellation for refusal by the Contractor(s) to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 and made or received by the Contractor(s) in conjunction with this resulting contract.

33. EFFECTIVE PERIOD OF PROPOSALS

Under this ITN, the College shall hold that Contractors' responses to this ITN shall remain in effect for a period of ninety (90) days following the closing date, in order to allow time for evaluation, approval, and award of the contract. Any Contractor who does not agree to this condition shall specifically communicate in its proposal such disagreement to the College, along with any proposed alternatives. This College may accept or reject such proposed alternatives without further notification or explanation.

34. EQUAL OPPORTUNITY STATEMENT

The College believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to non-discrimination based on race, creed, color, sex, age, national origin, religion or disability. To be considered for inclusion as a Contractor under this agreement, the bidder commits to the following:

A. The provisions of Executive Order 11246, September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value. See Required Forms section at end of ITN.

B. If the bidder expects to receive $25,000 in Revenues during the first 12 months of this agreement, a complete "Certificate of Non-Segregated Facilities" shall be attached to the proposal response. See Required Forms section at end of ITN.

C. If the bidder expects to receive $60,000 in Revenues during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEO-1) must be filed prior to March 1 of each year.

D. If the bidder expects to receive $60,000 in Revenues during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the bidder, subject to review upon request by the user agencies of this agreement.

35. PUBLIC ENTITY CRIMES

Any person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, for a period of 36 months from the date of being placed on the convicted Contractor list.

36. LOBBYING

The expenditure of funds from Grants and Aids Appropriations, for the purpose of lobbying the Legislature or a State Agency, is prohibited. This condition is applicable to Florida State appropriated grants and aids.

37. AVAILABILITY OF FUNDS

The College's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

38. AFFIRMATIVE ACTION

As a condition of this contract, the Contractor agrees to comply with Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 503 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, which are incorporated herein by reference.

39. TAXES

The State of Florida, and the College, is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. The Contractor shall pay all personal property taxes on leased equipment and all taxes based upon net income.

40. LICENSES

In the event either party is required to obtain from any governmental authority any permit, license, or authorization as a prerequisite to performing its obligations hereunder, the cost thereof shall be borne by the party required to obtain such permit, license, or authorization.

41. CERTIFICATION

In accordance with Section 112.3185, Florida Statutes, the Contractor hereby certifies that to the best of his knowledge and belief no individual employed by him or subcontracted by him has an immediate relation to any employee of the College who was directly or indirectly involved in the

procurement of said services. Violation of this section by Contractor shall be grounds for cancellation of this Agreement by the College.

42. INDEMNIFICATION

Contractor agrees to indemnify and hold free and harmless, and defend the State of Florida, the Board of Board of Governors of the State University System, New College of Florida, and the New College of Florida Board of Trustees, a public body corporate, and their 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 the presence, activities and promotions of every kind and nature whatsoever of Contractor and/or Contractor's officers, employees, agents and contractors, in connection with this Agreement.

43. INSURANCE

a. The Contractor shall not commence any work in connection with this contract until obtaining, at a minimum, all of the types of insurance enumerated below and having such insurance approved by the College. The Contractor shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained. All insurance policies shall be with insurers qualified to do business in Florida. The Contractor shall furnish the College proof of insurance coverage by certificates of insurance no later than ten (10) days after Contract award. All required insurance policies shall name New College of Florida Board of Trustees, State Board of Governors and the State of Florida as additional named insureds.

b. The Contractor must secure and maintain, during the life of this agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor's insurance. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in work under his contract at the site of the project is not protected under Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the College, for protection of the employees not otherwise protected.

c. The Contractor must secure and maintain during the life of the Agreement, COMPREHENSIVE GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE which shall protect the Contractor and its officers, employees, servants, agents, and College from claims for damages and personal injury, including accidental death, as well as claims for property damages which may arise from operations under this agreement whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor and the amounts of such insurance shall be for, at a minimum, the amounts as follows:

1.	Commercial General Liability	
	Each occurrence	$250,000
	Each aggregate	$500,000
2.	Business Auto Liability Insurance	
	Combined Single limit	$ 500,000
3.	Umbrella or Excess Liability	$1,000,000
4.	Umbrella or Excess Liability	$10,000.000

d. The College is exempt from paying, and is in no way liable for, any sums of money which may represent a deductible in any Contractor's insurance policy. The payment of such deductible is solely the responsibility of the Contractor obtaining the insurance.

44. RELATIONSHIP OF PARTIES

It is understood and agreed that nothing herein contained is intended, or should be construed, as creating or establishing the relationship of partners or joint ventures, or any similar relationships between the parties hereto, or as constituting Contractor as the agent or representative of the College for any purpose in any manner whatsoever. Contractor is not authorized to bind College to any contracts or other obligations. Contractor shall not expressly or impliedly represent to any party that Contractor and College are partners or that Contractor is the agent or representative of College or of the Board of Trustees for any purpose or in any manner whatsoever.

45. TECHNOLOGY PROVIDED

The College's expectation is that Contractors shall provide the most current available technology in the execution of the terms and conditions and in providing all services related to the contract.

46. PURCHASES BY OTHER COLLEGE ENTITIES

With the consent and agreement of the successful Contractor(s), purchases may be made under this ITN by New College of Florida Direct Support Organization and affiliated entities. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation.

47. MINORITY CONTRACTOR ENTERPRISES

The College actively encourages the continued development and economic growth of small, minority, service disabled veterans and women-owned businesses. Central to this initiative is the participation of a diverse group of Contractors doing business with the College. To this end, it is vital that small, minority, service disabled veterans and women-owned business enterprises participate in the State's procurement process as both prime contractors and subcontractors. Small, minority, service disabled veterans and women-owned business enterprises are strongly encouraged to submit replies to this solicitation, or to contact larger suppliers about subcontracting opportunities.

The Contractor shall submit documentation addressing the Governor's One Florida Initiative and describing the efforts being made to encourage the participation of small, minority, service disabled veterans and women-owned business enterprises. Please refer to the Governor's "One Florida Initiative" Section 2: Nondiscrimination in subcontracting when preparing this documentation:
http://dms.myflorida.com/media/general_counsel_files/one_florida_executive_order_pdf

Contractors who contract with the College are required to provide information related to the use of certified/non certified small, minority, service disabled veterans and women-owned business. Prime Contractor Quarterly Reports should identify any participation by diverse contractors: subcontractors, Contractors, resellers, distributors, or such other participation as the parties may agree. Prime Contractor Quarterly Report documentation shall include the reporting of spending with state of Florida certified/non certified small, minority, service disabled veterans and women-owned business enterprises. Such reports must be submitted quarterly to the NCF Purchasing Director by e-mail to mlillquist@NCF.edu.

The successful Contractor(s) shall be required to supply quarterly reports to the College of its payments to small, minority, service disabled veterans and women-owned business enterprises for goods and services provided in servicing the users of this Data Storage Equipment Contract. These quarterly reports will be submitted directly to the NCF Purchasing Director by e-mail: mlillquist@NCF.edu to be utilized for the College's Quarterly subcontractor reporting to the State of Florida, Department of Management Services, Office of Supplier Diversity. Subcontractor Reports should be provided by the Prime Contractor on a quarterly basis by the 7th of the month in January, April, July & October.

Contractor shall provide with the proposal list of MBE suppliers and subcontractor.

48. CONDITIONS AND PROVISIONS

NCF reserves the right to reject any and all proposals and to waive minor variances from the requirements set forth in this ITN. NCF at its sole discretion will select the proposal it deems is in the best interests of NCF.

49. FEDERAL DEBARMENT

By signing this bid/proposal, the offeror certifies, to the best of its knowledge or belief, that the offeror and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; or have not within a three-year period preceding this offer, been convicted of or have a civil judgment rendered against them in connection with a public contract or subcontract; or are not criminally or civilly charged by a governmental entity with commission of offenses; or has not within a three-year period preceding this offer had a contract terminated for default by any Federal agency. (Federal Acquisition Regulation 52.209-5)

50. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, of the Florida Statutes. All Contractors must disclose with their ITN the name of any officer, director, or agent who is also an employee of the College. Further, all Contractors must disclose the name of any College employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor's firm or any of its branches.

By submitting a response to this ITN without such information, the Contractor certifies that to the best of his knowledge and belief no individual employed by him or subcontracted by him has an immediate relation to any employee of the College who was directly or indirectly involved in the procurement of said services. Violation of this section by Contractor shall be grounds for cancellation of the Contract.

51. NOTICE OF ITN PROTEST BONDING REQUIREMENT

Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the College pursuant to Section 120 F.S., shall post with the College at the time of filing the formal written protest, a bond payable to the College in an amount equal to 10 percent of the College'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 him 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 College pertaining to requests for approval of exceptional

purchases, the bond shall be in the amount equal to 10 percent of the requesting agency's estimate of the contract amount for the exceptional purchase requested or $10,000, whichever is less. In lieu of a bond, the College 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.

52. PATENTS COPYRIGHTS, TRADEMARKS, ROYALTIES and other Intellectual Property

To the extent that intellectual property of Contractor will be sold or licensed as a part of the products or services offered, the Contractor, without exception, shall indemnify and hold harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, trademarked or unpatented invention, process, or article manufactured or supplied by the Contractor.

53. COMPLIANCE WITH LAWS

Contractor shall comply with applicable Federal, State, and local laws and regulations and College Regulations and Policies with respect to its participation in the ITN process. If Contractor receives an award as a result of the ITN, Contractor shall continue to comply with the foregoing laws, regulations, and policies. **If Contractor fails to comply with the requirements of the preceding sentences in this section, the College, in its sole discretion, may disqualify Contractor, or, if Contractor has been awarded a contract pursuant to the ITN, the College, in its sole discretion, may determine that the Contractor is in default.**

54. TERM OF AGREEMENT AND RENEWALS

The College will execute a minimum five (5) year contract with the awarded provider beginning the first year on or before August 1, 2014 and ending June 30, 2019 with optional renewals not to exceed a full contract term of 10 years; specific terms and conditions of the renewal shall be agreed upon between the College and the provider no less than 180 days prior to the end of the preceding contract term. The type of contract shall be rent/lease plus capital improvements, management agreement, or a combination.

55. ATTENTION TO TERMS AND CONDITIONS

Contractors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this ITN. The awarded Contractor is expected to enter into a form of agreement. The College agreement terms and conditions included in this ITN are intended to be incorporated into this agreement. Proposals that are contingent upon any changes to these terms and conditions may be deemed to be non-responsive and may be rejected.

SECTION III PROPOSAL SPECIFICATIONS

Background:

New College of Florida (NCF) is open to proposals for financial terms and operational conditions that will provide a basis for a solid, long term, partnership with a capable provider. Therefore, in your response to this ITN, do not limit your response to the replication of current operational or financial conditions.

It is our intent to grant the successful Contractor exclusive rights to the operation of food services, both board plan and retail, at New College of Florida with one caveat regarding the Four Winds Cafe. Catering rights will be granted on a non-exclusive basis.

Our student-run coffee house, the Four Winds Café, has a limited relationship with our current food service provider (See Exhibit G). Contractors are encouraged to include in their proposals ways in which that relationship could be strengthened. The College has three goals for the Four Winds Café: 1) provide a casual coffee house/light dining alternative for the campus community, 2) exhibit strong student involvement in menu, decor, management and hiring, and 3) break even or operate in the black. We expect that the Four Winds Cafe will continue to be one of NCF's dining alternatives, no matter whether the relationship with the successful Contractor is strengthened, remains the same or is not included in the resulting contract.

The students of New College frequently express concerns regarding social justice and corporate responsibility, the successful Contractor must be flexible and willing to collaborate with students on these matters. All respondents must address their company's policies with regard to labor and environmental practices in their proposal.

The New College of Florida student body presents unique challenges and opportunities to the selected Contractor. A much larger population of students who are vegetarian and vegan exists at NCF than found at other higher education institutions. Proactive accommodations for these preferences must be highlighted in your proposal.

Please see other important New College information at this link: http://www.ncf.edu/fast-facts

1.0 This ITN and successful Contractor's proposal will be incorporated in the final Agreement by reference.

2.0 Objective of the ITN

2.1 This ITN solicits a level of exceptional quality in dining and catering service comparable to the finest operations in the higher education institutions in the United States.

2.2 NCF's dining Contractor provides essential services for students, faculty and staff that contribute to the social environment of NCF. These services are highly visible factors that influence the recruitment, retention and overall satisfaction of NCF's students.

2.3 Therefore, with input from across NCF community, the successful Contractor shall continually implement innovations for continuous improvement of merchandising, menu variety, customer satisfaction, price/value relationships and revenues levels.

2.4 As a matter of practice and in keeping with our quest for continuous improvement, the successful Contractor must demonstrate a willingness to be held accountable for their performance. At NCF, the contracting process does not conclude when an award is made. Over the term of the awarded contract, NCF will continually monitor and evaluate services received, against measurable standards.

2.5 It is NCF's intention that the resultant contract, if approved by the Board of Trustees at their May 31, 2014 meeting, would be for an initial contract period of five years, through June 30th 2019 with one five-year renewal term. The renewal would be subject to satisfactory performance, continued need, and mutually agreeable terms and conditions. Any resultant contract shall be governed by the laws of the State of Florida and would include a 180-day termination provision without cause or cost for both parties.

2.6 **IN THEIR RESPONSE TO EACH NUMBERED ITN ELEMENT, CONTRACTORS ARE HIGHLY ENCOURAGED TO FOLLOW THE ITN NUMERICAL SEQUENTIAL FORMAT OF THIS ITN.**

2.8 If necessary, an addendum will be emailed and posted on the Purchasing website to all Contractors on the Purchasing bid list. If the addendum is after the mandatory pre-proposal conference, then the addendum will be emailed and posted on the Purchasing website to all Contractors which attended the mandatory pre-proposal conference.

2.9 Contractors may photograph menu boards and layouts, but, should try to avoid taking pictures of people if possible.

2.10 The awarded proposer shall be prepared to begin full scale operations no later than July 30, 2014.

3.0 OTHER CONDITIONS

3.1 Under the incumbent Contractor's management, dining services at NCF are profitable. The potential exists to improve the current level of revenue and profitability through effective expense management, improved service / quality, creative concepts, and innovative marketing. Contractors should focus on locating and quantifying opportunities in the overall program.

3.2 Resultant agreement may be terminated by either party upon 180 days prior written notice to the other party without cause. If Contractor terminates this agreement without cause before the end of the contract period, Contractor shall continue service until a successor firm can be hired, notwithstanding an unreasonable amount of time.

In the event that Contractor shall fail to carry out and comply with any covenants, conditions, and agreements to be performed by it hereunder, or to comply with any reasonable regulations adopted by NCF with respect thereto, NCF shall thereupon give Contractor written notice to institute appropriate corrective measures within ten (10) business days. Should Contractor fail to correct such deficiency within the said ten (10) day period (unless such deficiency by its nature requires a longer period of time, in which case Contractor shall at least initiate correction within said ten (10) day period), NCF shall have the right to cancel and terminate this Contract forthwith and without further notice.

3.3 Contractors will attend the scheduled mandatory pre-proposal conference meeting, complete site visits and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof.

3.4 No other tours of the back-of-the-house space will be conducted. Contractors are permitted to visit the public areas of the campus food services sites at times they are open.

3.5 NCF will attempt to provide the Contractors with accurate and complete information. However, NCF is not responsible or liable for any inadequacy, inaccuracy or incompleteness of any information provided pursuant to this ITN.

3.6 NCF is seeking recommendations for more innovative solutions in residential dining, retail brands, catering, and customer service than the methods that have been used in the past.

3.7 Contractors must understand that permission to visit the facilities of the campus does not include permission to disturb or question the employees of the current dining operator.

3.8 Contractor will assure that any employee to be present on any NCF site, for any reason whatsoever, is not a registered sex offender or sexual predator. The Contractor will not allow persons to enter NCF property if their backgrounds indicate they would be a threat to others.

The Contractor shall perform initial background criminal history background checks focusing on convictions for theft, violence/sexual assault or drugs on all applicants for employment who will be assigned to NCF and who provide services under this agreement. Such background checks will be applicable to the extent allowed by Federal, state and local laws and NCF's personnel policies. Any adverse findings will be promptly reported to NCF.

3.9 The terms and conditions of the Agreement shall not preclude occasional staff, and student government/club/activity fund-raisers.

3.10 In the event that similar service becomes necessary during the term of this Agreement, the Agreement may be extended to include these locations by mutual agreement between NCF and the Contractor. This clause does not give the proposer the right of first refusal for additional similar services.

3.11 The Contractor agrees to have one of its executive level representatives contact NCF within twenty-four (24) hours of any request by NCF to discuss and resolve recurring problems of critical importance.

3.12 The Contractor shall maintain twenty-four (24) hour availability of a responsible employee via cell phone, or his/her substitute, with decision-making authority to be contacted in the event of an emergency.

3.13 The Contractor shall notify NCF of the organizational line of authority for management personnel from the local representative to the representative at the highest corporate level, including contact names, telephone and cell phone numbers and email addresses. NCF shall be promptly informed of any subsequent changes in the company organization.

3.14 NCF prides itself upon the aesthetic appearance of NCF campus. The Contractor will not be allowed to engage in excessive promotional practices that blatantly commercialize the campus in an effort to market product. NCF, at its sole discretion, will determine what constitutes excessive.

3.15 To be responsive, Contractors shall list below 3-5 references relating to your providing similar services as defined in this ITN. Preference will be given to references that are for higher education clients.

Reference #	Client	Contact Name	Phone #/ Email Address	# Years of Contractual Relationship	Annual Sales $
1					
2					
3					
4					
5					

3.16 Currently NCF has no exclusive beverage pouring rights agreement; accordingly merchandising of cold beverages is unrestricted. However, NCF reserves the right to enter into an exclusive pouring rights

agreement in the future, if it is their best interest to do so. The contractor will be required to comply with any such agreements.

3.17 In the future, NCF may wish to replace or supplement dining service locations with fresh and frozen foods via vending machines. Any financial implications, should this concept be requested, will be handled equitably between the parties. Contractors should address their capabilities to provide this type of service in their proposals.

4.0 DINING SERVICES

4.1 NCF will provide adequate initial inventory levels of expendable equipment such as serving trays, pots, pans, kitchenware and small wares. The Contractor will maintain the initial inventory levels at its expense, but new items or increased inventory level requirements will be NCF's responsibility and will be owned by NCF Contractor shall take such steps as may be reasonably required by NCF for protection against loss of these items by pilferage or destruction.

4.2 The Contractor will maintain on file with NCF's designee, a detailed process for the investigation of any suspected outbreak of food borne illness alleged to have resulted from food served at any NCF location. This documentation will also detail a protocol for dealing with the recall of tainted or unwholesome food.

4.3 The Contractor will be granted the exclusive right and license during this contract to provide the all daily residential, retail food service operations with the exception of the student operated Four Winds Coffee House operation.

4.4 Right of Inspection: NCF reserves the right to periodically conduct unannounced inspections with or without Contractor being present. NCFs representative and/or other authorized NCF officials and/or consultant and all state and local authorities will have complete cooperation from the Contractor.

5.0 PROPOSED STYLE OF OPERATIONS

5.1 The Contractor's proposal must contain detailed information describing the manner in which the Contractor plans to discharge its responsibilities. It is essential that the evaluation committee have a clear understanding of the operational concepts the Contractor intends to apply to NCF's dining service program. NCF is expecting each respondent to provide a variety of recommended meal plans and the corresponding cost of each.

5.2 Contractor will submit data to support the existence of programs your company can bring to an operation with respect to providing a safe, sanitary, and secure work and dining environment. Please note in the proposal the type and frequency of training programs and mandated procedures that support safety, sanitation, and security. Include a description of your company's Hazard Analysis and Critical Control Points (HACCP) program or equivalent food safety program.

5.3 Upon arrival at any Contractor operated site of any health inspector, regulatory official or law enforcement officer, the Contractor will immediately contact the assigned NCF representative. The Contractor will promptly provide the assigned NCF representative a copy of all resulting reports received.

5.4 NCF reserves the right to require the replacement of any management personnel due to operating difficulties determined to be the result of deficient on-site management. NCF may also require the Contractor to remove any of the Contractor's employees from NCF's premises for any reason sufficient to NCF. Any such removals will be made in the name of the Contractor.

5.5 All Contractor personnel operating on campus must be dressed in clean, distinctive uniforms with name tags at all times while on Campus. Management shall be appropriately dressed (but not necessarily in uniform) and also wear name-tags.

5.6 Contractor will provide biographies of the local on-site General Manager and immediate support team members. There will be one (1) point of contact for NCF. NCF reserves the right to conduct interviews with local account management and/or management team prior to contract award.

5.7 Contractor cleaning responsibility for NCF food service locations. (Note: Dining refers to seated dining areas)

A. Hamilton Center residential dining area – preparation and serving areas
B. Hamilton Center residential dining area to include the counter, accompanying store rooms and loading dock
C. Excludes fume hoods above grilling stations
D. Excludes dining areas outside the building

5.8 Contractor responsibilities for cleaning equipment and facilities

A. Cleaning of Equipment - The Contractor is responsible for cleaning and keeping in a sanitary condition all Contractor and NCF-owned appliances and equipment that are necessary and used by or assigned to the operation.

B. Cleaning of Facilities – The Contractor is responsible for cleaning and keeping in a sanitary condition all facilities in the areas designated above. This includes, but is not limited to an office, walk-in cooler/freezer, and preparation, storage, dining (as designated), and serving areas. The Contractor shall ensure achievement of consistent Florida Department of Health inspections with no major violations at any time. The Contractor may propose use of a custodial subcontracting company to provide said services.

5.9 Contractor is responsible for preventative maintenance of the Contractor-owned appliances and equipment, as per a mutually agreed upon maintenance schedule. NCF is responsible for preventative maintenance of NCF-owned appliances and equipment.

5.10 Repairs and alterations. The Contractor is responsible for repair of all Contractor-owned appliances and equipment and this shall be accomplished on a timely basis. The Contractor will be required by NCF to provide payment for the repair, rebuild and repaint of all or part of the premises, which may be damaged or destroyed by the acts or omissions of the Contractor, and shall return the premises, upon expiration or termination of the Agreement, to NCF in the same condition that existed at the commencement of the Agreement, except for normal wear and depreciation.

5.11 NCF shall have the absolute right to make any repairs, alterations, or additions to the buildings free from any and all liability to the Contractor herein for loss of business or damages of any nature whatsoever occasioned during the making of such repairs or alterations.

5.12 NCF responsibilities: NCF shall use its best efforts to provide at no cost to the Contractor:

A. All utilities, electricity, water, sewer, heat and air conditioning. NCF shall maintain the air conditioning system and those mechanical, electrical and structural items that are an integrated part of the building.

B. Pest control/eradication service. NCF shall be responsible for providing effective vermin control measures in all dining service facilities. Vermin control service is to be scheduled by NCF, using NCF's pest control Contractor.

C. Building security patrol service

D. Existing dining service equipment in-place

E. Existing small wares

F. Floor care (i.e., stripping/waxing/buffing) in dining areas not included in the Chart of Contractor Area of Cleaning Responsibility for NCF Cafés

G. Maintenance of walls, windows, light fixtures/bulbs and ceilings in all areas of the Hamilton Center dining facility, including all dining areas for all Hamilton Center dining facility.

H. Light fixture/bulb replacements, as necessary.

I. Solid waste removal (i.e., dumpsters, waste containers). NCF will provide convenient trash and garbage collection dumpsters for the dining service operations at no expense to the Contractor. Waste containers located inside the dining rooms at NCF Hamilton Center dining facility shall be emptied as needed and cleaned by NCF, except for the dining areas specified in the Chart of Contractor Area of Cleaning Responsibility for NCF Cafés above.

J. Fire suppression system inspection/maintenance

K. Range hood cleaning

L. Grease trap cleaning and maintenance

M. Portable fire extinguisher maintenance and inspections

5.13 Contractor shall provide at its own expense and be responsible for:

(Contractors shall include a response to this section and examples of exhibits such as a preventative/daily maintenance schedule/self-inspection forms and procedures, employee's handbook).

A. Preventative maintenance of all dining service equipment owned by the Contractor.

B. Cleaning of all dining service equipment whether owned by NCF or Contractor.

C. All personnel, benefits, uniforms/expenses, thereof.

D. Cleaning of all kitchens and serving areas to the quality level/satisfaction of not only the Florida Department of Health, but also the designated NCF representative. This shall include mopping up spills, sweeping continuously during the day, and deep cleaning.

E. In the dining areas bus tables/chairs and wipes them clean and dry as often as required daily to assure a high standard of cleanliness.

F. Mop up spills/sweep up debris in the serving and dining areas as often as required each day to assure a safe/clean appearance.

G. Wash and dry thoroughly trays and china ware.

H. Include in the proposal not only what type containers (i.e., beverages/plates, etc.) proposed to be use (i.e., paper, Styrofoam, plastic, etc.) but what recycling efforts/program is proposed to put in-place.

I. Appropriate disposal of all perishable dining scraps/waste/spoilage.

J. Contractor shall be responsible for the entire food service operation, including the hiring/management and the on-going professional development/training of the dining service staff/procurement of supplies, accounting services, menu, and pricing procedures.

K. Cost of all licenses, inspections, taxes, or permits by the Florida Department of Health or any federal, state or local governmental agency

6.0 STAFFING

6.1 The Contractor's proposal must include details of the staffing plan for all NCF operations. The proposal must contain the expected staff by campus, by hour levels necessary to provide adequate service during normal and peak activity periods. An organizational chart describing the organizational structure must be provided with your proposal. The function and basic responsibilities of key management and supervisory positions should be outlined.

6.2 The Contractor will be required to provide staffing of the dining service operation that adequately meets NCF's service and sanitation requirements. Contractor shall monitor employees to ensure that each employee is free of communicable diseases or illness and routinely practices good hygiene, including hand washing.

Contractor shall not allow any food service employees to work with known illnesses that are transmitted through the air or via the food products, equipment or other mediums such as open sores or other visible symptoms.

Contractors employees shall be neat and tidy in appearance and shall follow established mandated and food service industry best hygiene practices in the handling of food. NCF requires that all food service employees have their hair restrained and wear disposable gloves when handling food.

6.3 NCF is of the opinion that the performance of the Contractor's staff, particularly the on-site General Manger, influences the overall success of the dining services program more than any other factor. The utilization of NCF students as part time food service labor is viewed as a mutually beneficial practice and is highly encouraged.

At all times during the term of this Agreement, Contractor will provide a fully competent on-site General Manager who is permanently and exclusively assigned to NCF. The site manager shall be interviewed and accepted by NCF prior to assuming managerial responsibilities. He/she may continue in service at NCF only as long as his/her work is acceptable to NCF, and he/she may not be removed from his/her assignment unless NCF gives approval. NCF shall not unreasonably withhold an acceptance or approval required by this paragraph.

Local management shall be augmented by Contractor's district, regional, and corporate visitations of every aspect of the Food Service operations. Please include a visitation schedule indicating the frequency of each support action. Each support visit shall entail a complete evaluation of designated aspects of service operations and shall culminate in both a written report to and a meeting with the designated representatives of NCF.

6.4 During all hours of operation at each campus, the Contractor must have on duty an employee who is a Certified Food Manager as per the Florida Bureau of Environmental Health.

7.0 MENU

Define your proposed detailed listing of dining service menu items available for sale, noting at a minimum, the portion size and proposed retail price. Describe how needs for student special diets will be accommodated, i.e. gluten free, peanut allergy, vegan, etc.

Example:

Product	Portion Size	Retail Price
Fresh Brand Coffee	16 oz.	$x.xx/each
Cheeseburger	4 oz.	$x.xx/each

7.1 Define in detail your proposed non-exclusive catering service menu items and prices.

7.2 Weekly postings for NCF website are required of what themes/hot items/specials/ coupons/ discounts will be offered so students and staff can know what is ahead for the week and as a result increase overall participation.

8.0 CATERING

8.1 Contractor shall provide non-exclusive catering services to NCF. This shall be exempt from commission payment to NCF. Third party catering must be pre-approved by NCF and will be commissionable at a rate as may be mutually agreed upon between the Contractor and NCF.

8.2 A catering plan must be included with your proposal that defines whether food will be produced at NCF or with off campus support. Catering is an important segment of NCF dining service operation that greatly affects the customers' perception of the Contractor's overall performance. Effective marketing is necessary to promote services to NCF staff. Effective promotion and merchandising is necessary to make more customers aware of this catering feature.

8.3 Contractor will submit a catering program that reflects the diverse needs of students, faculty, staff and administrators in its service and menus. It is important that catered functions for these groups be of the highest professional standards featuring quality service and appropriate ambiance. NCF wishes to develop and maintain an excellent reputation for catering. The Contractor must demonstrate the knowledge, experience and capability necessary to achieve these objectives.

8.4 Contractor will provide a comprehensive marketing campaign for catering. This campaign shall detail plans for marketing to NCF community and student organizations. In order to be successful, the catering program must be priced competitively for this market.

8.5 By June 1, each year the catering guide shall be provided to NCF for posting to NCF website by July 1, each year. Catering guides shall provide four levels of service for catering:

A. Fine dining.
B. Standard table linen, china, and flatware.
C. Paper and disposable.
D. Pick-up/carry-out, no frills.

8.6 The Contractor shall provide no 3rd party catering from NCF's kitchen areas without prior approval.

8.7 NCF shall not be responsible for damage to the Contractor's merchandise or equipment in case of break-in or burglary, power failure due to hurricane, electrical storm, water damage, or other acts beyond the reasonable control of NCF. NCF does not guarantee uninterrupted service in providing any utilities. The Contractor agrees to hold NCF harmless from any loss or damage that may arise as a result of the failure of any utility service. The Contractor agrees that, in the event of a power or refrigeration failure that might result in damage to perishable products, no such questionable perishable product will be sold.

9.0 HOURS OF OPERATION

9.1 Initially, the Contractor will maintain the existing hours of operation for all semesters. It is the intention of NCF to approve requested changes in operating hours when such changes are justified by transaction interval analysis (customer counts) sales volume, service requirements, changes in enrollment, and changes in the academic calendar or any other factors that may justify a change in operating hours.

NCF will expect the full cooperation of the Contractor to determine the most effective operating hours including experimentation with earlier and later operating hours to ensure optimal revenue and customer service.

10.0 VENDING SERVICE

10.1 Provision for vending services is not addressed in this ITN. The College reserves the right to place vending machines at the College's sole discretion.

11.0 FINANCIAL

11.1 Beyond NCF owned equipment currently in place the cost of all additional equipment proposed prior to agreement commencement shall be borne entirely by the Contractor. The Contractor will furnish NCF a complete listing of all additional equipment (if any) proposed to be installed by the Contractor and a schedule of installation.

11.2 Contractor shall purchase equipment for and renovate the dining service operation, as may be mutually agreed and with prior approval of the NCF.

11.3 All facility renovations, remodeling or modifications are to be in compliance with current editions of the Florida Building Code, Florida Fire Prevention, and State Requirements for Educational Facilities and NCF standards.

11.4 If renovations, remodeling or modifications are performed by Contractor, or their NCF approved sub-contractor, Contractor will provide all necessary design and construction documents for review and approval by the College.

11.5 NCF shall own the equipment/renovation investment, excluding any proprietary equipment and signage utilized in branded concepts.

11.6 Contractor shall amortize their investment on a straight-line basis, including an interested rate to be negotiated, over the term of the Agreement. Contractor shall include a proposed interest rate in their submittal. Such amortization shall be charged as an operating expense of the dining service operation. An initial schedule of amortization will be provided to NCF at the beginning of the Agreement and updated at each successive quarter.

11.7 If prior to the complete amortization of the contractor's investment, the Agreement is terminated, NCF shall reimburse the contractor for the unamortized portion and shall thereafter continue to own the equipment/renovation.

11.8 Control methods acceptable to NCF must be installed for collections, recordings of inventory, catering invoices, and sales. The liability for all equipment, machines and contents including merchandise or cash stored at NCF shall remain the sole responsibility of the Contractor.

The current Point of Sale (POS) software and server (C-Board) have reached the end of their useful life. Contractor shall propose a replacement system and include such capital investment as part of their proposal.

11.9 Over the term of the Agreement the Contractor will design, implement, evaluate, and modify, on an ongoing basis marketing plans for the Food Service. Contractors shall include with proposal a line item marketing, special promotion and advertising expense fund, in a specific dollar amount, dedicated to attracting students and staff to dining locations

11.10 Cash registers at Hamilton Center dining facility shall accept cash, debit and credit cards. There will be no minimum sales amount, or up-charge, for the use of cards.

11.11 The sales price of all products shall not be higher than the price normally charged at higher education facilities or to the public local to each campus. If the Contractor desires to make changes after the first year of this agreement in prices, quantity or quality of dining or beverages, the Contractor must submit a written request for such changes together with specific justification for the changes. NCF will either approve or disapprove the changes within thirty (30) working days. It is the intention of NCF to approve changes in sales prices, or other financial relief, when the basis for adjustments are quantified and documented and such changes are necessary to provide a fair and equitable profit margin for the Contractor.

11.12 Pricing and commission rates for any proposed new or additional products not listed in the Contractor's original proposal must be pre-approved by NCF in writing prior to offering them for sale.

11.13 NCF, its designee, or the State Auditor General's Office shall have the right to inspect the Contractor's records; POS meter readings, invoices and any other accounting documentation necessary to verify sales and/or commissions. The Contractor will file with NCF an annual audited statement rendered by a certified public accounting firm acceptable to NCF for each contract year, at their expense.

11.14 A performance bond (value to be determined) may be required of the successful Contractor at NCF's sole discretion. Whether or not a performance bond will be required and at what amount will be discussed during Vendor presentations in April.

12 FOOD QUALITY AND PROCUREMENT

12.1 Contractor shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storing and inventorying of all foods, beverages and direct supplies. However, NCF is to receive the full benefit of all quantity purchase rebates and off-invoice discounts associated with purchases made on its behalf.

12.2 Upon request Contractor must document its process(s) for verifying that all Contractors are in full compliance with all legal mandates and foodservice industry best practices relative to the manner food is purchased, stored and transported to NCF facilities.

12.3 The Minimum Purchase Specifications that must be adhered to include:

A. All meat and meat products are slaughtered processed and manufactured in plants operated under a USDA Inspection program and bear the appropriate seal. All meat and meat products are sound and sanitary on delivery.

B. No preservatives, tenderizers or coloring agents may be added to any fresh meat or fresh meat product. Imported fresh or frozen meat products are prohibited.

C. The minimum grading requirements for all graded cuts are as follows:

D. Beef, lamb and veal shall be USDA Grade Choice or better.

E. Pork shall be USDA #1.

F. Poultry shall all be USDA Grade A, including all fresh and frozen products.

G. Provisions or variety meats shall be USDA Grade #1. Deli meats shall be 100% natural and not contain gelatins, water, sugars, starches or added fillers.

H. Fresh fish & seafood is to be US Grade A; frozen fish & seafood must be a nationally distributed brand, and inspected by the U.S. Department of Commerce (USDC) Seafood Inspection Program. All fish served must be rated "Best Choices" by the Monterey Bay Aquarium Seafood Watch.

I. Dairy products:

- Eggs - Fresh USDA or state graded AA.
- Butter - USDA Grade AA - 92 score.
- Cheese - USDA Grade A for all graded cheese.
- Milk and Milk products - USDA Grade A.

J. Fruits & vegetables - USDA Fancy to USDA #1 are to be used.

K. Dry stored items and canned goods - USDA Grade a Fancy. Frozen fruits and vegetables - USDA Grade A.

L. Nothing in the above specifications shall compromise the contractor's ability to purchased locally-sourced products.

M. Contractor shall bake as many items in-house as possible. High quality mixes, frozen par-baked and ready to bake items can be utilized. Organic products and food products for local sources are desired.

N. Contractor shall adhere to all laws and guidelines addressing salt, trans-fats, sugary soft drinks, and labeling currently in effect now as well as any other regulations that may evolve in the future.

O. NCF reserves the right to periodically review invoices to ensure that these specifications are being met. Any deviation from specifications must be approved by NCF Representative prior to purchasing.

P. NCF shall have free access to any records, ingredients, production methods, product specifications, menus, and foods issued to each service unit to verify that these specifications are met.

Q. Upon request, patrons will be provided with complete nutritional information for all items sold.

12.11 The Contractor shall maintain all books and records customarily used in this type of operation in accordance with accepted accounting practices standards. All records and books of account recording gross sales transactions, or in any way connected with the service, shall be kept at all times within Florida.

12.13 The Contractor will operate on a profit and loss basis using the operating hours, conditions specified and menu prices proposed. Using the format shown in Exhibit E, the Contractor shall submit a dining services pro forma operating statement for the first full year of operation.

A. An amortization schedule of any Contractor funded improvements and/or investment must be included in the proposal together with applied interest rates. All equipment and capital improvements funded by the Contractor will become the exclusive property of NCF upon the

conclusion of this initial agreement. Such investment is to be amortized over the life of the contract with an appropriate buy-out clause for any underappreciated value for early termination.

B. The Contractor will describe, in detail, the resources that are covered by general and administrative expenses.

C. The Contractor will procure and pay for all food and food supplies utilized by and in the course of such procurement. The Contractor will take full advantage of all trade discounts, rebates, credits and volume incentives and openly credit them against the purchase price.

13.0 REPORTS

13.1 The awarded Contractor shall provide monthly electronic sales reports by dining and beverage sales to NCF. All reports must be in user-friendly formats.

13.2 NCF shall meet with the Contractor not less than quarterly to review the dining services program to ensure a continuous improvement perspective. Contractor shall establish quantitative goals and corresponding metrics to measure customer satisfaction, quality of service, quality of food and financial performance.

13.3 The awarded Contractor will provide NCF with the following monthly reports, on or before the 20th day of the month for the previous month. :

A. Not later than the 20th day following the last day of each accounting period the Contractor shall provide NCF with a complete set of dining services revenue and expense statements. The financial statements shall show the budgeted and actual sales and/or operating profit results for the current period, previous period and year-to-date. Contractor shall note causes and appropriate documentation of abnormal revenue and expense deviations from budget as part of these statements.

B. Contractor must provide with ITN their submittal samples of all financial and operational reports to be submitted.

C. The successful Contractor will reconcile these records and reports with NCF designee as may be requested.

D. The Contractor must keep all accounting records on file at the Contractor's office and accessible for review or full audit, with or without prior notification, by State of Florida Auditor General, NCF, or its designee for the entire term of the contract and for five (5) years thereafter.

E. Total transparency is required; NCF may at any time request any additional supporting details, data or reports that are directly related to the Contractor’s operations at NCF. The Contractor must provide any such information within five (5) business days.

F. Copies of all Florida Department of Health inspection reports will be submitted to the assigned NCF representative on the day of inspection.

13.4 The awarded contractor will provide NCF annually:

A. Summary Food Service Profit & Loss Statement.

B. An external CPA auditor report documenting they have audited and confirmed the accuracy of the prior year's sales, records and commission payments to NCF.

14.0 EVALUATION CRITERIA

14.1 Phase #1 Evaluation of Submitted Proposals

A. Experience in providing similar dining (maximum of 10 points):

- Application of best practices in higher education
- Planning and budgeting semester cycles
- Pro forma comparisons

B. Proposed on-site management, organizational structure and staffing levels (maximum of 10 points):

- Tenure
- Education
- Full time / Part time ratios
- Student employment
- Executive support structure, visitation schedules

C. Marketing concepts, brands, merchandising, special promotions (maximum of 5 points):

- Loyalty programs
- Seasonal and ethnic events
- Discounts, BOGO, coupons
- Advertising
- Nationally known, iconic brands

D. Sustainability (maximum of 15 points):

- Organic food
- Local Food
- Fair trade food
- Reusable tableware/flatware
- Education
- Composting

E. Catering (maximum of 5 points):

- Range of concepts available, low to high
- Minimum orders, volume discounts
- Delivery options
- Special inducements
- Camps, and conferences

F. State of the Art Technology (maximum of 5 points):

- POS Systems
- Signage
- User friendly reports, ability to manage information

G. Pricing (maximum of 5 points):

- Comparison of market basket of retail products offered
- Cost of meal plans

H. Experience with student run operation (maximum of 10 points):

- Mentoring
- Purchasing support
- Meal plan points exchange

I. Financial return (maximum of 5 points):

- Minimum annual guarantee
- Commissions
- Growth incentive, bonuses
- In-kind donations

J. Capital investment (maximum of 10 points):

- Investment amount
- Intent of Capital Investment (Areas of Investment)
- Amortization Schedule for a contractor funding improvements and/or investments
- Dollar amount committed
- Terms of ownership
- Buy back provisions

K. Food quality assurance (maximum of 15 points):

- Customer satisfaction
- Quality of service
- Quality of food

L. Proposal Quality (maximum of 5 points):

- Orderly and Systematic
- Ease of Review
- Addressed Items Requested in ITN

14.2 Phase #2 Evaluation of Selected Finalists

A. Reference checks (maximum of 10 points):

- Telephone interviews

B. Finalists oral presentations (maximum of 10 points):

- Clear communication of features and benefits
- Professionalism
- Compatibility

C. Site visits (maximum of 20 points):

- Observations, customer service
- Observations, sanitation
- Taste and presentation, quality of food products
- Client interviews

14.3 All decisions will be made in the overall best interests of NCF and NCF shall be the sole judge of its own best interests.

Exhibit A

Unaudited Food Service Sales

	2012-2013	2011-2012
Boars head cash and credit	5,797	4,295
Meal plan contribution	3,376	2,001
Meal plans	782,621	874,304
Boars head meal plan	111,477	121,891
Client catering	31,399	37,247
Conferences	79,468	82,545
Royalties 4 winds	25,762	23,683
Camps and conferences	1,402	524
Res dining cash and credit	26,371	18,991
Faculty club	135	248
TOTAL SALES	1,067,808	1,165,728

Exhibit B
Unaudited Food Service Sales by Month
2011-12, 2012-13, and 2013-14 (through November 2013)

					Exhibit B								
			Unaudited Food Service Sales by Month										
	Jul 13	Aug 13	Sep 13	Oct 13	Nov 13	Dec 13	Jan 14	Feb 14	Mar 14	Apr 14	May 14	Jun 14	
13-14	29,172	67,454	172,461	87,544	99,047	-	-	-	-	-	-	-	455,678
	Jul 12	Aug 12	Sep 12	Oct 12	Nov 12	Dec 12	Jan 13	Feb 13	Mar 13	Apr 13	May 13	Jun 13	
12-13	74,306	69,972	185,821	93,979	86,160	39,849	31,139	134,639	126,400	110,746	97,598	17,197	1,067,806
	Jul 11	Aug 11	Sep 11	Oct 11	Nov 11	Dec 11	Jan 12	Feb 12	Mar 12	Apr 12	May 12	Jun 12	
11-12	9,796	66,939	193,597	103,306	116,529	41,194	25,612	130,350	156,965	113,512	103,053	104,876	1,165,729

Exhibit C

Equipment Owned by Contractor

Item	Quantity	Location
Impinger Oven	2	Sub Shop and Dining Room
Salad Refrigerator	1	Dining Room
Work Top Refrigerator	1	Dining Room
Electric Induction Range	All	Dining Room
Open Merchandiser	2	STG- Dining Room
Smoothie Machines	2	Dining Room
Flat Presser	2	Sub Shop
Salad Bar	1	Dining Room
Bulk Bin Rack	1	Dining Room
Rolling Cart (Wood Stations)	2	Dining Room
Pizza Case	1	Dining Room
Hot Holding Slides	2	Dining Room
Soup Kettles	2	Dining Room
Metro Shelving	8 Sections	Dining Room
Biometric Time Clock	1	Dining Room
Industrial Waste Receptacle	5	Dining Room and Dish room
PCs and Peripheral Hardware	All (Non POS)	Dining Service Office, Kitchen Office
Contractor loaned equipment		Coolers, Waffle Station, Boar's Head Soup Kettle
		Starbucks Coffee Machine

Exhibit D
Food Service Hours of Operation
Academic Year 2013-14

Regular Fall & Spring Terms	
	Hamilton Center Dining Room
Breakfast: Monday - Friday	**8:15 a.m. – 10:30 a.m.**
Brunch: Saturday - Sunday	**11:15 a.m. – 12:45 p.m.**
Lunch: Monday - Friday	**11:00 a.m. – 1:00 p.m.**
Dinner: Monday - Friday	**4:45 p.m. – 6:30 p.m.**
Saturday - Sunday	**4:45 p.m. – 5:45 p.m.**
Late Night: Monday - Thursday	**6:30 p.m. – 10:30 p.m.**
	Boar's Head Deli
Monday - Thursday	**10:30 a.m. – 6:00 p.m.**
Friday	**10:30 a.m. – 5:00 p.m.**
Saturday – Sunday	**Closed**
Fall Break (Week of October 14, 2013)	
	Hamilton Center Dining Room
Monday - Friday	**10:00 a.m. – 4:00 p.m.**
Saturday	**Closed**
Sunday: Dinner Only	**4:45 p.m. – 5:45 p.m.**
	Boar's Head Deli is Closed Entire Week
Thanksgiving (Week of November 25, 2013)	
	Hamilton Center Dining Room
Monday - Tuesday	**Regular Fall Hours**
Wednesday: Lunch	**10:30 a.m. – 1:00 p.m.**
Special Dinner	**3:30 p.m. – 5:45 p.m.**
Thursday – Saturday	**Closed**
Sunday: Dinner Only	**4:45 p.m. – 5:45 p.m.**
	Boar's Head Deli
Monday - Tuesday	**Regular Fall Hours**
Wednesday	**10:30 a.m. – 3:30 p.m.**
Thursday – Sunday	**Closed**
Week of December 2, 2013	
	Hamilton Center Dining Room
Monday – Wednesday	**Regular Fall Hours**
Thursday	**8:15 a.m. – 1:00 p.m.**
	1:45 p.m. – 10-30 p.m.
Friday	**8:15 a.m. – 6:00 p.m.**
Saturday - Sunday	**Regular Fall Hours**

Week of December 2 (cont.)	**Boar's Head Deli**
Monday – Wednesday	**Regular Fall Hours**
Thursday - Friday	**11:30 a.m. – 1:00 p.m.**
Saturday - Sunday	**Regular Fall Hours**
Winter Break (December 9, 2013 – January 5, 2014)	
	Hamilton Center Dining
Monday (12/9) – Wednesday (12/11)	**8:15 a.m. – 1:00 p.m.**
	1:45 p.m. – 10:30 p.m.
Thursday (12/12)	**8:15 a.m. – 1:00 p.m.**
	1:45 p.m. – 6:30 p.m.
Friday (12/13)	**8:15 a.m. – 1:00 p.m.**
Saturday (12/14) – Sunday (1/5/14)	**Closed**
Beginning Thursday (12/5)	**Boar's Head Deli (Moves into HCT Dining)**
Thursday (12/5) – Friday (12/6)	**11:30 a.m. – 1:00 p.m.**
Saturday (12/7) – Sunday (12/8)	**Closed**
Monday (12/9) – Thursday (12/12)	**11:30 a.m. – 1:00 p.m.**
Friday (12/13) – Sunday (1/5/14)	**Closed**
January 2014 Independent Study Period (January 6 – 31)	
	Hamilton Center Dining
Monday – Friday	**10:00 a.m. – 2:30 p.m.**
	3:00 p.m. – 7:00 p.m.
Saturday – Sunday	**11:15 a.m. – 12:45 p.m.**
	4:45 p.m. – 5:45 p.m.
	Boar's Head Deli is Closed Entire Month
Spring Break (Week of March 24, 2014)	
	Hamilton Center Dining
Monday – Friday	**10:00 a.m. – 3:00 p.m.**
Saturday	**Closed**
Sunday (Dinner Only)	**4:45 p.m. – 5:45 p.m.**
	Boar's Head Deli is Closed Entire Week
Following Commencement on May 23, operating hours are determined by summer conference needs.	

Exhibit E (Pro Forma)

The Contractor will operate on a profit and loss basis using the operating hours, conditions specified and menu prices proposed. Using the below format, the Contractor shall submit a dining services pro forma operating statement for the first full year of operation.

Cash sales	
Credit card sales	
Total Sales	
Food cost	
Salaries and wages	
Paper/ disposables	
Commissions	
Branded royalties	
Promotions / merchandising	
Training	
Office supplies	
Bank charges	
Credit card fees	
Cleaning supplies	
Uniform / Laundry	
Travel / vehicle	
Flowers / rentals	
Insurance	
Small wares replacement	
Repairs	
Depreciation[1]	

General and administrative[2]	
(Discounts, rebates, volume incentives)[3]	
Total expenses	
Operating profit	

Notes:

1) An amortization schedule of any Contractor funded improvements and/or investment must be included in the proposal together with applied interest rates. All equipment and capital improvements funded by the Contractor will become the exclusive property of NCF upon the conclusion of this initial agreement. Such investment is to be amortized over the life of the contract with an appropriate buy-out clause for any underappreciated value for early termination.

2) The Contractor will describe, in detail, the resources that are covered by general and administrative expenses.

3) The Contractor will procure and pay for all food and food supplies utilized by and in the course of such procurement. The Contractor will take full advantage of all trade discounts, rebates, credits and volume incentives and openly credit them against the purchase price.

Exhibit F

Meal Plan Options, Costs and Enrollments

Spring Semester 2013 (2/2/13 to 5/24/13)

and

Fall Semester 2013 (8/21/13 to 12/13/13)

Current Meal Plan Enrollments
Semester II
Spring: 2/2/13 - 5/24/13 (112 days)

Plan	Enrolled	Plan Cost	Paid to NCF	Buying Power	Paid to Sodexo
First Year, Pei	248	$ 1,470.63	$ 364,716.24	$ 1,042.72	$ 258,594.56
B Dorm	32	$ 1,088.52	$ 34,832.64	$ 762.72	$ 24,407.04
Apartment	301	$ 472.35	$ 142,177.35	$ 328.16	$ 98,776.16
Commuter	208	$ 214.32	$ 44,578.56	$ 181.44	$ 37,739.52
	789		$ 586,304.79		$ 419,517.28

Semester I
Fall (includes ISP)
Fall: 8/21/13 - 12/13/13 (115 days) and ISP: 1/5/14 - 1/31/14 (26 days)

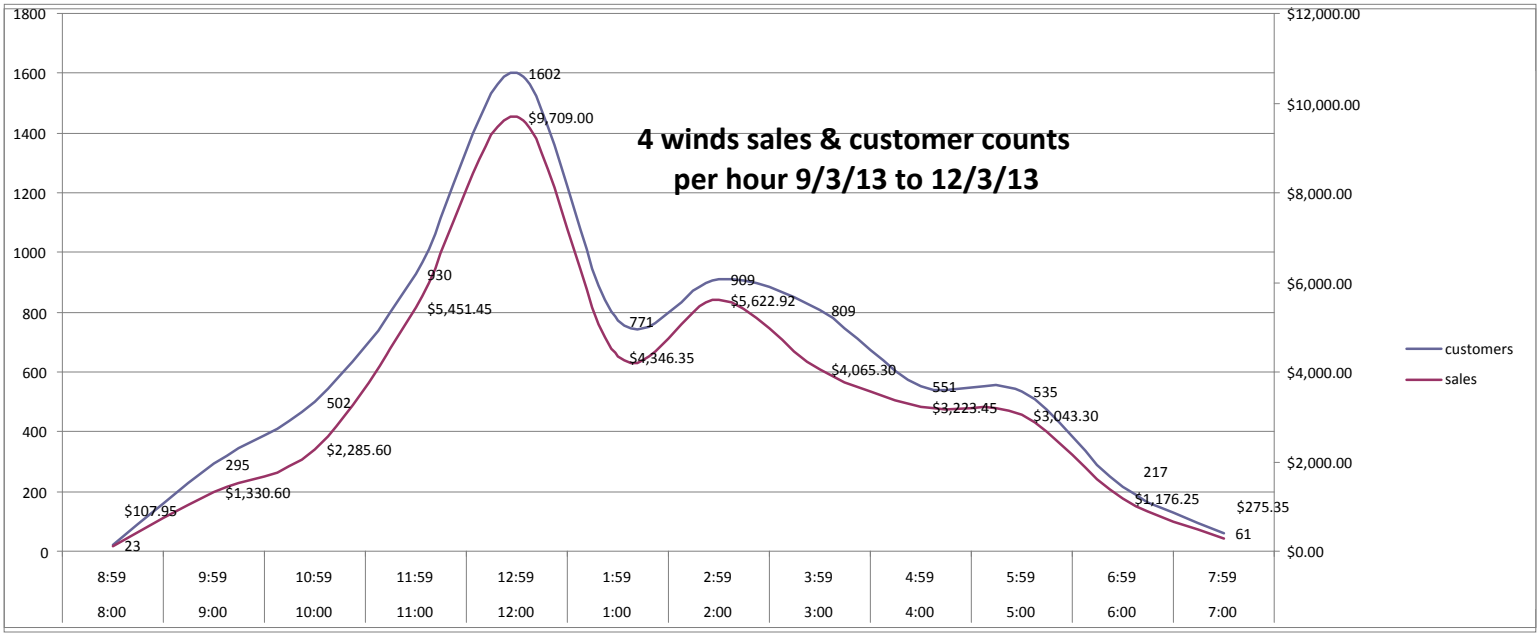
Plan	Enrolled	Plan Cost	Paid to NCF	Buying Power	Paid to Sodexo
First Year, Pei	256	$ 1,470.83	$ 376,532.48	$ 1,256.95	$ 321,779.20
B Dorm	33	$ 1,088.52	$ 35,921.16	$ 930.36	$ 30,701.88
Apartment	340	$ 472.35	$ 160,599.00	$ 403.72	$ 137,264.80
Commuter	158	$ 214.32	$ 33,862.56	$ 183.18	$ 28,942.44
	787		$ 606,915.20		$ 518,688.32

Plan Description:	
First Year, Pei:	All first year (freshmen) students are required to puchase this meal plan. Most first years live in the Pei Dorm complex, but some may transfer during the academic year to other residence halls.
B Dorm:	All students residing in this dorm are required to purchase this plan.
Apartment:	All students residing in the 5 new dorms plus Dort and Goldstein dorms are required to purchase this plan.
Commuter:	All students residing off campus are required to purchase this plan.

Exhibit G

The Four Winds Café Description for 2013 Invitation to Negotiate

- The Four Winds Café is a student run operation that provides food and beverage services on the Bayfront Campus at New College of Florida. Originally founded by a student, the café aims to provide the campus with a vegetarian menu, a means of employment on campus for students, as well as a versatile community space. The manager of the café is usually a recent graduate of New College and former employee of Four Winds that assumes the responsibility of management for one school year.
- The Café benefits primarily from beverage sales but also offers light meals that cater towards vegetarian, vegan, and/or gluten-free diets. The menu consists of weekly specials and a more stable "build your own" option.
- The Four Winds provides a casual dining experience on a small scale that can take time. Patrons of the café usually order knowing food orders are not prepared on the large scale or quick speed of the café in Hamilton Center. The dissimilarities between the Hamilton Center Café and the Four Winds makes Four Winds less of an on campus competitor and more of a supplement to the on-campus meal service.
- The Café relies heavily on subsidies from the New College Student Alliance.
- As shown on the following page, the café has been allotted an annually fixed amount of meal plan "points" under the condition that the meal plan provider receives a royalty of 40% of those sales. The Four Winds buys product for resale through the current meal plan provider at cost plus 5%. The current meal plan provider also provides an $8,000 subsidy annually to the café.
- Ultimately the Four Winds Café would like to work closely with the on-campus food service provider so as to fulfill the demand of the student body. While the current relationship is the best it has been in recent years and the royalty system increases sales significantly, we wish to improve this relationship and arrangement.



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	Four Winds Activity 2012-2013					
Row		**2012**	**% of Sales**		**2013**	**% of Sales**
1	**Beginning Fund Balance**	$1,985			$ 7,169	
	Revenues					
2	Sales & Services	25,086			48,170	
3	Catering Sales	2,828			3,498	
4	Meal Plan Sales	59,210			64,407	
5	Investment Income	164			129	
6	**Total Sales**	87,288			116,204	
	Expenses					
7	Salaries & Benefits					
8	Student	36,853			37,160	
9	OPS	14,331			20,463	
10	Fringe Benefits	720			340	
11	Total Salaries & Benefits	51,904			57,963	
	(% of sales)	59%			50%	
12	Food Service/Royalty Fees	23,684	27.1%		25,763	22.2%
13	Utilities	5,465	6.3%		7,530	6.5%
14	Purchase for Resale	28,473	32.6%		35,325	30.4%
15	Repairs & Maintenance	4,728	5.4%		16,253	14.0%
16	Equipment	4,696	5.4%		1,836	1.6%
17	Other Expenses	4,186	4.8%		3,817	3.3%
18	Admin. Overhead	5,967	6.8%		7,334	6.3%
19	**Total Expenses**	129,104	147.9%		155,822	134.1%
	Operations					
22	Profit (Loss) on Operations	(41,816)			(39,617)	
	Subsidy Support					
23	Activities & Service Fee	27,000			0	
24	Transfer From Food Service	12,000			12,000	
25	Transfer From Sodexho	8,000			8,000	
26	**Total Subsidy Support**	47,000			20,000	
27	**Overall Net Profit (Loss)**	5,184			(19,617)	
28	**Ending Fund Balance**	**$ 7,169**			**$(12,448)**	

Exhibit H

Required Forms

Invitation to Negotiate Cover Page (signed) – Located on first two pages after ITN Title Page

Minority Contractor and P-Card Certification (completed and signed)

Certificate of Non-Segregated Facilities (signed)

Bidder's Affirmation (completed and signed)

W-9 Form (completed and signed)

All issued Addendums to this ITN (signed)

Minority Contractor & Visa P-Card Certification

Certification of Minority Contractor

Is your firm a "Minority Business Enterprise", defined as a business concern engaged in commercial transactions, which is domiciled in Florida, and which is at least fifty-one (51%) percent owned by minority persons and whose management and daily operations are controlled by such persons?

YES___ NO___

If yes, is it certified by the State of Florida Office of Supplier Diversity (OSD)?

YES___ NO___

All bid proposals must be submitted on our standard Invitation to Negotiate Form. Bid proposals submitted on Contractor quotation forms will not be accepted without a completed Invitation to Negotiate Form.

Visa Purchasing Card (P-Card) acceptance Certification
I will accept payment by Visa Purchasing Card. (See Article IV, 28)

Print Name and Title

_____ _____

Authorized

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, _____
certify to New College of Florida 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 at any location, 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 identical 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 2067 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 2067), 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.

_____
(NAME OF COMPANY)

Signature: _____

TITLE: _____

DATE: _____

SUBPART D - 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 he 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 Contractor. The contractor will take such action with respect to any subcontract or purchase order s 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 Contractor 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 regulations published by the U.S. Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, Executive Order 11701 and Section 503 of the Vocational Rehabilitation Act of 1973, which are incorporated in this certificate by reference.

Bidder's Affirmation and Declaration

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgments, personally appeared

_____

Affiant's Name

who, after being duly cautioned and sworn (or who is unsworn if that be the case) and being fully aware of the penalties of perjury, does hereby state and declare, on his own behalf or on behalf of a partnership or corporation, whoever or whichever is the Bidder in the matter at hand, as follows:

1. That the Bidder, if an individual, is of lawful age; or

2. That if:
   a. The Bidder is a partnership or a corporation; it has been formed legally;
   b. The Bidder is a Florida Corporation, it has filed its Articles of Incorporation with the Florida Secretary of State; and,
   c. The bidder is a corporation incorporated under the law of a state other than Florida; it is duly authorized to do business in the State of Florida.

3. That if the Bidder is using a fictitious name, he/she/it has complied with the Fictitious Name Statute of the State of Florida.

4. That the Bidder has not submitted a rigged bid, nor engaged in collusive bidding or collusive bidding arrangements or fraudulent bidding, or entered into a conspiracy relative to this bid, with any other person, partnership, or corporation making a bid for the same purpose. The Bidder is aware that "Any understanding between persons where one or more agree not to bid, and any agreement fixing the prices to be bid so that the awarding of any contract is thereby controlled or affected, is in violation of a requirement for competitive bidding and renders a contract under such circumstances invalid." [See McQuillian, Municipal Corporations, §26.69].

5. That the Bidder is not in arrears to any agency in the State of Florida upon debt or contract and is not a defaulter, as surety or otherwise upon any obligation to any agency of the State of Florida.

6. That no officer or employee of New College of Florida, either individual or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract of obligation entered into between New College of Florida and this Bidder or awarded to this Bidder; nor shall any College officer or employee have any financial interest in assisting the Bidder to obtain, or in any other way effecting, the award of this contract or obligation to this Bidder.

7. That, by submitting this bid, the Bidder certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of the work to be performed and/or the services to be rendered.

Further Bidder Sayeth Not.

Bidder: Complete the Acknowledgment on the following page.

Bidder's Affirmation and Declaration - Continued

We the undersigned, as Bidders, hereby declare that we have carefully read this Invitation to Bid or Request for Proposal and its accompanying provisions, terms and conditions concerning the equipment, materials, supplies and/or services as called for, the technical specifications along with any applicable drawings, attended all applicable pre-bid or pre-proposal conference along with visual inspections, and with the full knowledge and understanding of the requirements and conditions, do hereby agree to furnish and to deliver as indicated, F.O.B. New College of Florida location, with all transportation charges prepaid, and for the prices quoted thereon as follows.

******See Bid Proposal Herein******

Firm Name:_____

Type of Organization: [ ] Individual [ ] Small Business [ ] Non-Profit
[ ] Partnership [ ] Corporation [ ] Joint Venture

Business is licensed, permitted or certified to do business in the State of Florida. [ ] Yes [ ] No

E-Mail Address:_____

Division of Management Services SPURS License No.:_____

State of Florida Corporation ID No. (from Secretary of State):_____

State of Florida Fictitious Name Reg. No. (from Secretary of State):_____

State of Florida Contractor's License No. (from DPR):_____

Name Contractor's License is under:_____

FEID No. _____ County of _____

Representative's Name:_____

Authorized Representative's Title:_____

Address:_____

City:_____ State:_____ Zip Code:_____

Telephone No._____Fax No._____

The foregoing instrument was acknowledged before me this the _____ day of _____, 2014, by _____ who is personally known to me or who has produced identification and who did (did not) take an oath.

_____ _____
Signature of Notary Public Authorized Signature of Affiant

Notary Public
State of _____

My Commission Expires: _____

_____ _____
Printed, typed or stamped Printed, typed or stamped
Commissioned Name of Notary Public Name of Affiant