Florida State University
Competitive Solicitation
Acknowledgement Form

CS No: FAC161670-16
Title: Dirac Science Library Elevator Modernization
Date of Issue: 3/30/2016
Response Due Date and Time: 5/3/2016 2:00 pm

CS Point of Contact
Name: Fredrick Ross
Phone: 850-645-0407
Email: fross@admin.fsu.edu

Vendor Information

Federal Employer Identification Number or SS Number:

Company Name:
Reason for no offer:

Mailing Address:

City, State, Zip Code:

Area Code | Telephone no.
Toll Free no.
Fax no.

Posting of Competitive Solicitation Tabulations
Proposal tabulations with intended award(s) will be posted for review by interested parties at Procurement Services and our solicitation web page and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Florida Board of Governors Regulation 18.002 and FSU Regulation FSU 2.015, or failure to post the bond or other security as required in Florida Board of Governors Regulation 18.003, shall constitute a waiver of proceedings under that regulation.

Government Classifications
Check all applicable

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

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

Printed Name/Title

Authorized Signature
I. STATEMENT OF OBJECTIVE
The objective of this Invitation to Bid (ITB) is to enable Florida State University (FSU) to enter into a purchase order (PO) with a Respondent to provide elevator modernization services for the Dirac Science Library.

II. CALENDAR OF EVENTS

<table>
<thead>
<tr>
<th>Task</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>FSU Issues ITB</td>
<td>3/30/2016 @ 5:00pm</td>
</tr>
<tr>
<td>Mandatory Pre-Bid Meeting &amp; Site Visit</td>
<td>4/7/2016 @ 11:00am</td>
</tr>
<tr>
<td>Written Questions from Respondents</td>
<td>4/21/2016 @ 5:00pm</td>
</tr>
<tr>
<td>FSU Issues Answers to Questions via addendum</td>
<td>4/22/2016 @ 5:00pm</td>
</tr>
<tr>
<td>Written Bid Responses Due from Respondents</td>
<td>4/28/2016 @ 2:00pm</td>
</tr>
<tr>
<td>FSU Posts Intent to Award on or about</td>
<td>5/3/2016 @ 5:00pm</td>
</tr>
</tbody>
</table>

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

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

III. SPECIFICATIONS

See attached Invitation to Bid document for specifications, scope of work and project requirements.

FSU May:
- Reject any and all bids or any part thereof, to waive informalities, and to make single or multiple awards. Incomplete bids may not be considered in the evaluation.
- Reserve the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation and other qualifications of the Respondent(s) and any subcontractors and to reject any bid irrespective of pricing and financial terms if it is determined that the Respondent is deficient in any of the essentials necessary to assure acceptable standards of performance in the services of this ITB.
- Reserve the right to refrain from notifying the unsuccessful Respondent(s) that their bids have not been awarded by FSU until after FSU has entered into a binding agreement with the successful Respondent(s).
- Reserve the right to ask for clarifications of a bid response.

FSU Will:
• Reject bids not received by the written bid due date/time required by the ITB.
• Reject any bid that fails to meet mandatory specifications (i.e. functional, cost or contractual requirements) stated in the ITB.

IV. RESPONSIVENESS AND RESPONSIBILITY DETERMINATION

Responsiveness Determination
A bid response that is considered responsive is one that conforms to all essential requirements and satisfies all mandatory conditions set forth in the ITB specifications. Essential requirements and mandatory conditions can include required qualifications, necessary company resources and experience, pre-qualification requirements, and required certifications, and various other required or mandatory specifications. Section 287.012(25) F.S. defines a “responsive bid, responsive proposal, or responsive reply” as “a bid, proposal, or reply submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.” Section 287.012(26) F.S. defines a “responsive vendor” as “a vendor that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.”

Responsibility Determination
A Respondent is responsible if it can perform the contract as promised. Thus, the concept of responsibility focuses on the Respondent’s trustworthiness, quality, fitness and capacity to satisfactorily perform. Determining whether a Respondent is responsible can include evaluation of the following: financial resources, performance schedule, performance record, organization and skills, equipment and facilities, and various other matters relating to the ability of a Respondent to perform the contract. Section 287.012(24) F.S. defines a “responsible vendor” as “a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.”

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

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

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

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

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

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

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

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

Respondents are prohibited from using funds provided under contract or PO for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.
XI. ADVERTISING
In submitting a bid, Respondent agrees not to use the results therefrom as a part of commercial advertisement.

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

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

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

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

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

XVI. ADDITIONAL QUANTITIES
Unless otherwise noted in the ITB document, for a period not exceeding ninety (90) days from the date of award of the bid by FSU, the right is reserved to acquire additional quantities up to the amount shown on the ITB, but not to exceed $75,000, at the prices listed on the bid response to this ITB. If additional quantities are not acceptable, the tabulation sheet must be noted “RESPONSE IS FOR SPECIFIED QUANTITY ONLY.”

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

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

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

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

- **Principal Place of Business Definition:** Principal place of business is defined as location where a corporation’s officers direct, control, and coordinate the corporation’s activities (known as the nerve center test). In most states, corporations must report their principal place of business to the Secretary of State.
- **Personal Property:** When the most advantageous bid, or the best value reply is submitted by a Respondent whose principal place of business is in a state or political subdivision outside the State of Florida, which grants a preference for the same purchase to a vendor in such state or political subdivision, as applicable, then FSU shall grant the same preference to the responsible and responsive Resident Vendor with the most advantageous bid received, or the best value reply received pursuant to an Invitation to Bid.

With respect to Invitations to Bid, if the most advantageous bid or best value reply in that state does not grant a preference to companies having a principal place of business in that state, then no price preference will be granted.

**Personal Property Definition:** “Personal Property” shall be defined as goods and commodities, but not real estate, intellectual property or services.

- **IMPORTANT NOTICE:** Pursuant to Board of Governors Regulation 18.001, Respondents whose principal place of business is outside the state of Florida must include, with their ITB response document, a written statement, signed by an attorney at law licensed to practice in the Respondent’s state (referred to as their “principal place of business” in the law), detailing geographical price preferences, if any or none, granted by the laws of that state or political subdivision.

- **Note:** The Respondent’s principal place of business, as represented by the Respondent in its bid response, may be relied upon by FSU without further inquiry. If FSU determines that a Respondent has misrepresented its principal place of business, the Respondent’s bid or reply shall be rejected.

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

FSU’s standard Insurance requirements:

FSU’s standard Purchase Order Terms and Conditions:

The Federal Acquisition Regulations for federally funded contracts:
http://procurement.fsu.edu/sites/default/files/media/doc/FederalAcquisitionRegulations.pdf
ATTACHMENT A

ATTESTATION OF PRINCIPAL PLACE OF BUSINESS
(To be completed by each Respondent)

ITB Number ________________________________

Business Name ____________________________
__________________________________________________________________

Identify the state in which the Respondent has its principal place of business_________________________________

Signature of Respondent representative authorized to attest to the accuracy of all information________________________

Typed or printed name of above signatory __________________________ Title: ________________________________________

INSTRUCTIONS:

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

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

OPINION OF OUT-OF-STATE RESPONDENT ATTORNEY ON PREFERENCES
(To be completed by the Attorney for an Out-of-State Respondent)

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

LEGAL OPINION ABOUT STATE PREFERENCES
(Please Select One)

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

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

_____________________________________________
LEGAL OPINION ABOUT POLITICAL SUBDIVISION PREFERENCES
(Please Select One)

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

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


__________________________________________________________________________


__________________________________________________________________________


__________________________________________________________________________


Signature of out-of-state Respondent’s attorney______________________________________________

Printed name of out-of-state Respondent’s attorney___________________________________________

Address of out-of-state Respondent’s attorney_______________________________________________

Telephone number of out-of-state Respondent’s attorney (_____) _____ - _________

Email address of out-of-state Respondent’s attorney__________________________________________

Attorney’s state of bar admission__________________________________________________________