



**Florida State University
Competitive Solicitation
Acknowledgement Form**

Submit Response To:

Procurement Services
Florida State University
282 Champions Way, UCA 1400
Tallahassee, FL 32306-2370
Phone (850) 644-6850 | Fax (850) 644-8921
www.procurement.fsu.edu

CS No: FAC1700257

Title: Chemical Science Laboratory – Laboratory Air Compressor Install

Date of Issue: 6/23/2017

Response Due Date and Time: 7/13/2017

CS Point of Contact

Name: Veroncia Cline

Phone: 850-644-7639

Email: vcline@fsu.edu

Vendor Information

Federal Employer Identification Number or SS Number:

Company Name:

Reason for no offer:

Mailing Address:

City, State, Zip Code:

Posting of Competitive Solicitation Tabulations

Area Code Telephone no.

Proposal tabulations with intended award(s) will be posted for review by interested parties 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.

Toll Free no.

Fax no.

Email Address:

Government Classifications
Check all applicable

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

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

Printed Name/Title

Authorized Signature

**FLORIDA STATE UNIVERSITY
INVITATION TO BID
FAC1700257
Chemical Science Laboratory (CSL) – Laboratory Air Compressor Install**

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 and install a new oil free laboratory air compressor in the Chemical Science Laboratory (CSL) Building.

II. DEFINITIONS

- a. **Purchase Order/Contract** – The Purchase Order (PO) or other form or format, provided to the awarded Respondent(s), FSU uses to make a purchase under the contract term, which includes a formal written PO, electronic PO, Procurement Card (P-card), or any other means authorized by Procurement Services and which incorporates the requirements and conditions listed in the Bid.
- b. **Invitation to Bid** – a written or electronically posted solicitation for competitive sealed replies to select one or more Respondents to procure commodities or services during the term of the contract.
- c. **May, Should** – Indicates something that is not mandatory, but permissible, recommended, or desirable.
- d. **Minor Irregularities** – irregularities that have no adverse effect on FSU’s interest, will not affect the amount of the ITB and will not give a Respondent an advantage or benefit not enjoyed by another Respondent.
- e. **Must, Shall, Will** – The words “shall,” “must,” or “will” are equivalent and indicate mandatory requirements or conditions. FSU will not waive Responder’s material deviation from any of the mandatory requirements.
- f. **Response** – The entirety of the Respondent’s submitted bid response to the ITB, including any and all supplemental information submitted.
- g. **Respondent** - Anyone who submits a timely bid in response to this ITB.
- h. **Responsible Respondent** – A Respondent that has submitted a bid that conforms in all material respects to the solicitation
- i. **Responsive Bid** – A bid submitted by a responsive and responsible Respondent that conforms in all material respects to the solicitation.
- j. **Sole Point of Contact** - The Procurement Officer or designee to whom Respondents shall address any questions regarding the solicitation or award process. The sole point of contact shall be the arbitrator of any dispute concerning performance of the Contract.
- k. **Successful Respondent** - The firms or individual who is the recommended recipient of the award of a contract under this ITB (also synonymous with “Payee”, “Offerer,” “Contractor” and “Vendor”). If a Respondent is a manufacturer, its certified dealers and resellers may also furnish products under the Contract; in choosing to do so, the dealers and resellers agree to honor the

Contract and the term “contractor” shall be deemed to refer to them. Unless awarded the Contract as a direct Respondent, however, dealers and resellers are not parties to the Contract, and the Respondent that certifies them shall be responsible for their actions and omissions.

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

III. INITIAL CONTRACT PERIOD AND RENEWAL OPTION

The contract term is anticipated to be from the date of the executed purchase order until the completion of requested repairs. Any and all renewals are subject to satisfactory performance evaluations by FSU and must be executed in advance by written instrument agreed to by both parties. All terms and conditions of the original agreement will remain in force for the renewal period

IV. SOLE POINT OF CONTACT

Veronica Cline
Facilities Purchasing
969 Learning Way, Rm. 102A
Tallahassee, FL 32306-2370
Phone: 850-644-7639
Email: ycline@fsu.edu

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

Only those communications that are in writing from Procurement Services shall be considered as a duly authorized expression on behalf of FSU. Respondents may not consider any verbal instructions as an official expression on FSU’s behalf. **QUESTIONS DIRECTED TO, OR ANY RESPONSES RECEIVED FROM ANY OTHER DEPARTMENT, PERSON, AGENT, OR REPRESENTATIVE OF FSU WILL NOT BE CONSIDERED VALID OR BINDING.** Also, FSU will recognize only communications from Respondents that are signed and in writing as duly authorized expressions on behalf of the Respondent.

Respondents to this ITB or persons acting on their behalf shall not contact any employee or officer of FSU, Board of Trustees, or a University Direct Support Organization concerning any aspect of this ITB, except in writing to the Sole Point of Contact or Chief Procurement Officer or as provided in this ITB document, from the date of release of this ITB through the end of the 72-hour period following FSU’s posting of the notice of intended award, in accordance with Board of Governors (BOG) Regulation 18.002. Violation of this provision may be grounds for rejecting a response. If there are any changes or additions to the sole point of contact information at any time in the process, participating companies will be notified via an addendum to the ITB.

V. CALENDAR OF EVENTS

Task	Date
FSU Issues ITB	06/23/2017 @ 5:00pm
Pre-Bid Meeting & Site Visit	06/29/2017 @ 10:00am

Written Questions from Respondents	07/06/2017 @ 5:00pm
FSU Issues Answers to Questions via addendum	07/10/2017 @ 5:00pm
Written Bid Responses Due from Respondents	07/13/2017 @ 2:00pm
FSU Posts Intent to Award on or about	07/18/2017 @ 11:00am

**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.

VI. SPECIFICATIONS

The Florida State University Facilities Department is soliciting bids to provide and install a new oil free laboratory air compressor. Installation will include connecting to existing building compressed air system in the Chemical Science Laboratory (CSL) Building on the FSU Main Campus.

Drawings are attached to the end of this document.

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.

VII. Formatting

a. Response Format

1. Submit one (1) original and 2 copies of the bid in hard copy form. Submit one electronic copy of the bid on a flash drive, preferably in Word®, Excel®, or PDF format. The original response shall contain the original manual signature of the authorized person signing the bid, and the electronic copy of the bid. Failure to include the original bid response and all signed copies may be grounds for rejection of your bid without further evaluation.
2. Each Respondent's bid response shall include the information and required submittals described and as requested in the ITB.
3. Questions and requests for information may not be rearranged, regrouped, or divided in any way.
4. All information and required submittals requested SHALL BE in hardcopy and included in your written bid response. Responses shall not refer FSU to electronic media such as websites, CD's, disks, or tapes in order to obtain the required information or submittals.
5. Information submitted that is not requested by FSU may be considered to be supplemental, not subject to evaluation.
6. If there is any information or required submittals which due to size or binding cannot be incorporated, the Respondent must provide information, telling the Sole Point of Contact where the information can be found in the response.
7. The Addenda Acknowledgement form shall be signed by a company representative, dated and returned to FSU by the date specified in Section V. for the bid due date/time. Failure to return an Addenda Acknowledgement form issued for this ITB may be grounds for rejection of the bid response.

Note: If Respondent's bid deviates from these instructions, such bid may, at FSU's sole discretion, be REJECTED.

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

Effective Period of Bids. Under this ITB, Bidder responses shall remain firm for a period of no less than ninety (90) days following the closing date, in order to allow time for evaluation, approval, and award of the purchase order/contract. Any bidder who does not agree to this condition shall specifically communicate in its bid response such disagreement to the University, along with any proposed alternatives. This University may accept or reject such proposed alternatives without further notification or explanation.

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

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

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

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

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

VIII. DELIVERY OF BIDS

The original and number of copies specified above shall be mailed or delivered to the FSU Sole Point of Contact noted above. These copies must be received within Procurement Services no later than the date and time noted in the Calendar of Events. Emailed and faxed copies are not acceptable and shall be considered as an invalid response.

Note: Delivery to any other point on, or off campus is NOT acceptable and shall be grounds for rejection of the ITB.

- a. All bid responses must contain the Competitive Solicitation Acknowledgement form with a manual signature (or a facsimile). Bids must be typed except for those areas where the ITB specifically allows hand written entries. If submitted by mail, do not include more than one response in a sealed envelope or package. The face of the envelope or package shall contain the Procurement Services address as provided in this ITB, the date and time of the bid opening and the ITB number. Bids submitted on any attached response form or in another specified media may be rejected. Any manual changes made to a ITB price must be initialed. All bids are subject to the conditions specified herein. Any response that does not comply with these conditions will be rejected.
- b. DO NOT ALTER THIS ITB document IN ANY WAY. The only acceptable changes or alterations to this ITB will be made in the form of addenda and issued only by FSU Procurement Services.
- c. Only fully capable and responsible companies or individuals, who are in good standing with the State of Florida and FSU, who can demonstrate the ability to fulfill all specifications, and that possess the financial capability, experience, and personnel resources to provide all goods and services of the scope and breadth described in this ITB should respond.
- d. The Respondent submitting the bid warrants that, to the best of their knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish its ability to satisfy Contract obligations, should a contract be awarded.

- e. **No Bid Submitted.** If not submitting a response to this ITB, respond by returning only the ITB Competitive Solicitation Acknowledgement Form with the statement “NO RESPONSE” written on it and a brief explanation in the space provided on that form. Failure to respond to an ITB by not returning a response or this acknowledgement form may result in removal of your company from the FSU’s ITB bidder database.
- f. **Delivery Deadline.** The absolute deadline for receipt of sealed responses is listed in Section V. The clock in the lobby of Procurement Services shall be the official timepiece for determining if a response has been received at the correct time. FSU is not responsible for lost, misdirected or mis-delivered, or late bid packages for Respondent(s) using delivery services/carriers (i.e. USPS, FedEx, DHL, UPS, etc.).
- g. **Samples.** Samples of items, when called for, must be furnished free of expense, and if not destroyed, may, upon request, be returned at the Respondent’s expense. Each individual sample must be labeled with Respondent’s name, manufacturer’s brand name and number, ITB number and item reference. A request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your bid. If instructions are not received within this time, the samples shall be disposed of by FSU.
- h. **Disqualification of Respondent.** Only one bid response from an individual, firm, partnership, corporation or association under the same or different names will be considered. Reasonable grounds for believing that a Respondent is involved in more than one bid response for the same ITB will be cause for rejection of the highest bid response in which such Respondents are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Respondents. Bids in which the prices obviously are unbalanced will be subject to rejection.
- i. **Bid Materials.** The materials submitted in response to this ITB become the property of FSU upon delivery to Procurement Services.

Important Note Regarding Written Bid Response

The determination of the companies selected will be based on evaluation of the written response submitted. Any response that does not provide complete, accurate, and detailed answers to each question or which indicates the company prefers to defer providing complete details until a later stage in the process, may be declared non-responsive and rejected without further evaluation or consideration.

IX. 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.”

- X. 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.
- XI. 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. Inquires 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.
- XII. 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 procurement 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.

XIII. ADDITIONS, DELETIONS, SUBSTITUTIONS

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.

XIV. 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.

XV. 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.

XVI. ADVERTISING

In submitting a bid, Respondent agrees not to use the results therefrom as a part of commercial advertisement.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.”

XXII. 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.

XXIII. 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.

XXIV. 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.

XXV. 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 hereafter 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:

<http://procurement.fsu.edu/sites/default/files/media/doc/StandardInsuranceProvisions.pdf>

FSU's standard Purchase Order Terms and Conditions:

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

The Federal Acquisition Regulations for federally funded contracts:

<http://procurement.fsu.edu/sites/default/files/media/doc/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 _____

