INVITATION TO BID

The Florida State University Facilities Purchasing will receive sealed bids until the dates and times shown for the following projects. Bids may be brought to the bid opening or sent to:

Florida State University
Facilities Maintenance, Purchasing
107A Mendenhall Building A
Tallahassee, Florida 32306

prior to bid opening. Bidder must reference bid number, opening date and time on outside of bid package to insure proper acceptance. **Bids submitted by facsimile are not acceptable.** For information relating to the Invitation(s) to Bid, contact the Purchasing Agent.

**Bid Number**
FAC – 141103-13
Floating Dock System
FSU Coastal and Marine Laboratory

**Purchasing Agent:**
Fredrick Ross, Facilities
(850) 645-0407

**Mandatory Pre-bid Site Visit:**
November 15, 2013 @ 10:00 a.m.

**Location:**
Dockside - FSU Coastal and Marine Laboratory
3618 Highway 98
St. Teresa, FL 32358

A list of **all** Subcontractors shall be turned in to the Engineer at the time of the mandatory pre-bid meeting. Both the General Contractors and all Subcontractors must be approved and prequalified by the Marine Lab Director, the Florida State Project Manager and the Engineer based on their past performance with Florida State University over the past 5 years. Past unsatisfactory performance will result in disqualification from participation in this project.

**Public Bid Opening:**
November 21, 2013 @ 2:00 pm
FSU-Facilities Maintenance
969 Learning Way
125 Mendenhall, Building A
Tallahassee. Florida 32306-4150
Facilities Maintenance Purchasing

**Bid Documents:**
**FLOATING DOCK SYSTEM**
**COASTAL AND MARINE LABORATORY**

The work includes the manufacture and installation of a floating dock system to include a concrete floating dock, 3 timber piles, an aluminum landing and ramp. The work also includes handrails on the landing and ramp.

**Contact Person:**
Fredrick Ross, Facilities
(850) 645-0407
fross@admin.fsu.edu
NOTICE TO BIDDERS

THERE WILL BE A PUBLIC BID OPENING

BID NUMBER: FAC141103-13
Purchasing Agent: Fredrick Ross, Facilities Purchasing
Location: 969 Learning Way, 107A MMA, FSU Campus
Tallahassee, Florida 32306
TITLE: Floating Dock System – FSU Coastal Marine Lab
Public Bid Opening: November 21, 2013 @ 2:00 pm

Bids may be brought directly to the bid opening or delivered to the Facilities Purchasing Department, 969 Learning Way, 107A Mendenhall Building A, Tallahassee, Florida 32306 prior to the scheduled opening time. Bids, which for any reason, are not delivered to this location at the prescribed time will not be considered. Delivery of a bid to the University Post Office or any other point on the University campus other than the Facilities Purchasing Department Office is not acceptable. It is the bidder’s responsibility to insure that his/her bid is delivered at the proper time and place for the bid opening. To insure your BID or NO BID response remains sealed until opening time, place BID NUMBER, DATE, AND TIME OF OPENING ON OUTSIDE envelope of Federal Express package, etc.

Please indicate on envelope if this is a “NO BID”

Failure to comply with any of the above conditions may be grounds to reject the offending vendor’s bid.

I certify by the signing of this invitation to bid that the prices offered to Florida State University on the items included are less than or equal to those offered other state universities for the same or similar items.

Fredrick Ross, Procurement Specialist
Facilities, Florida State University
969 Learning Way
107A Mendenhall, Building A
fross@admin.fsu.edu
INSTRUCTION FOR COMPLETING

ITB ACKNOWLEDGEMENT FORMS

The ITB Acknowledgement Form must be completely filled in. This may be done on line then printed or you may print then fill in with pen or typewriter.

PLEASE NOTE: IF THIS IS NOT COMPLETED IT MAY BE GROUNDS FOR REJECTING YOUR SOLICITATION.

NOTICE TO RESPONDERS:

Responders must E-Mail or Fax Verification of Receipt of Competitive Solicitation. E-Mail Fredrick Ross at fross@admin.fsu.edu or Fax Attention: Fredrick Ross, (850) 644-5071.
OVERVIEW

The purpose of this invitation to Bid (ITB) is to establish a service contract for Dockside – FSU Coastal and Marine Laboratory by a qualified contractor.

DEFINITIONS

Purchaser: The Florida State University hereinafter referred to as FSU.

Bidder: Company or individual participating in the ITB process.

Vendor: The proposer who submits the successful proposal and receives a purchase order from the University based on and incorporating the terms, conditions and prices listed in this proposal

ITB: Invitation to Bid

MANDATORY PRE-BID SITE VISIT

It shall be MANDATORY that each Bidder be present for the pre-bid site visit. This meeting is to occur on November 15, 2013 @ 10:00 a.m., Dockside – FSU Coastal and Marine Laboratory, 3618 Highway 98, St. Teresa, Florida 32358. Attendees are to meet promptly at 10:00 a.m. All attendees must sign in at that time. The purpose of this visit is for all prospective bidders to acquaint themselves with the conditions of the site and should take notes if applicable. Bidders shall stay for the duration of the site visit and shall sign out when the site visit is complete. The solicitation response from a proposer who fails to attend the entire site visit or to sign in and out will be rejected. No allowances will be made for unreported conditions which a prudent bidder would recognize as affecting the work called for or implied by this bid.

scope

The work includes the manufacture and installation of a floating dock system to include a concrete floating dock, 3 timber piles, an aluminum landing and ramp. The work also includes handrails on the landing and ramp.
The following is the anticipated timetable for the procurement process. The University reserves the right to adjust the schedule, as it deems necessary.

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
<th>TIME (EDST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>University Issues ITB Invitation</td>
<td>11/1/13</td>
<td>2:00 p.m.</td>
</tr>
<tr>
<td>Mandatory on site pre-bid meeting (FSU Coastal &amp; Marine Lab)</td>
<td>11/15/13</td>
<td>10:00 a.m.</td>
</tr>
<tr>
<td>Questions submitted by potential bidders</td>
<td>11/18/13</td>
<td>4:30 p.m.</td>
</tr>
<tr>
<td>Answers returned to potential bidders</td>
<td>11/19/13</td>
<td>4:30 p.m.</td>
</tr>
<tr>
<td>Public Bid Open</td>
<td>11/21/13</td>
<td>2:00 p.m.</td>
</tr>
</tbody>
</table>
October 30, 2013

Project: Floating Dock System  
FSU Coastal and Marine Laboratory  
Bid No. FAC – 141103-13

You are invited to submit a prequalification package as a general contractor for evaluation and possible prequalification to bid the Floating Dock System at FSU Coastal and Marine Laboratory, St. Teresa, Florida. Contractor prequalification criteria includes contractor’s primary office to be within 200 miles of the project site.

The contract period is 127 days.

The work includes the manufacture and installation of a floating dock system to include a concrete floating dock, 3 timber piles, and an aluminum landing and ramp. The work also includes handrails on the landing and ramp.

The Construction Document plans and specifications may be obtained by in PDF format from the Engineer’s Office. The Construction Documents will be issued by e-mail or issued on CD in pdf format with a non-refundable cost of $20. Requests for documents may be sent to rdavis@REI-Engineering.com.

A list of all Subcontractors shall be turned in to the Engineer at the time of the mandatory pre-bid meeting. Both the General Contractors and all Subcontractors must be approved and prequalified by the Marine Lab Director, the Florida State Project Manager and the Engineer based on their past performance with Florida State University over the past 5 years. Past unsatisfactory performance will result in disqualification from participation in this project.

Contractors and/or subcontractors previously disqualified, failed to prequalify for a government or university project or barred or disallowed from doing work for any governmental agency or educational institution during any period in the past three (3) years will not be qualified to bid work on this project.

To be considered for prequalification for bidding this project, please submit two (2) completed packages of the following items on the Contractor’s letterhead: letter of interest/cover letter (not to exceed two pages), and a separate “Financial Statement”, attached herein, or another similar accounting statement. Additional sheets may be added to complete the form if space is not adequate. All prequalification submittals packages are to be delivered to the Engineer at the Mandatory Jobsite Visit on November 15, 2013, 10:00 a.m., local time.

The University Prequalification Committee and Engineer shall review the prequalification submittal packages from each firm, and shall evaluate and determine the prequalified bidders, based on the submittal package. The Engineer shall notify the prequalified firms of approval to bid the referenced project. Failure to file a protest concerning this prequalification package within 72 hours of receipt of prequalification package or failure to file a protest concerning prequalification determination results within 72 hours of issue (by e-mail or fax) will constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Brick Rosenbaum, P.E.  
Engineer

Attachments:  
Invitation to Bid Packet
BIDDER PRICE SHEET
BID NUMBER: FAC141103-13
DATE: November 1, 2013
LOCATION: FSU, 969 Learning Way, 107A MMA
TIME: 2:00 p.m.

PROJECT: Floating Dock System, Marine Lab

____________________________
COMPANY NAME

____________________________
CONTACT PERSON

_________________________ / _________________________
PHONE NUMBER                FAX NUMBER

____________________________
E-MAIL ADDRESS

BASE BID: _________________________

____________________________
Print Individual or Firm Name
(Apply Seal if Corporation)

____________________________
SIGNATURE: ______________________________

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

GENERAL CONDITIONS

BID SUBMISSION: All bids must contain this Acknowledgment Form with a manual signature (or a facsimile) in the appropriate space above. Bid responses must be typed except for areas where the bid specifically allows handwritten entries. If submitted by mail, do not include more than one bid in an envelope. The face of the envelope shall contain the address, the date and time of the bid opening and the bid number. Bids not submitted on any attached bid form or in any other specified media may be rejected. Any manual changes made to a bid that price must be initialed. All bids are subject to the conditions specified herein. Any bid that does not comply with these conditions will be rejected.

1. BID DELIVERY: Bids must be delivered and available to be publicly displayed at the address, date and time specified above unless the bid specifically states otherwise. The closing in the lobby of the Purchasing Department shall be the official time for determining if a bid has been received in a timely manner. Bids, which for any reason are not available at this location at the prescribed time and date, will not be considered. It is the bidders responsibility to assure that his/her bid is delivered on the correct date and time at the specified location. If the bid specifications specifically allow submission by fax, the date and time printed on the copy of the bid received in the Purchasing Department will be the official date and time of the bid's receipt. Delivery of a bid document to the University Postal Office or any other place on the University campus is not acceptable. Timely delivery of the bid itself to the specified location is required. Offers by telephone are not acceptable under any circumstances.

2. NO BID SUBMITTED: If not submitting a bid, respond by returning only this acknowledgment form with the statement, "NO BID" written on it and a brief explanation in the space provided above. Failure to respond to an Invitation to Bid by not returning a bid or this acknowledgment form shall result in removal of your firm from the University's Bid/Proposal File. To qualify as a responsible, bidder must submit a "NO BID" and it must be received no later than 9 a.m. eastern display date and time.

3. TABULATION: Bid tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope. In accordance with 11,073(a), Florida Statutes, public review of responses to a competitive solicitation may be denied until the notice of a decision is posted or until 11:00 a.m. after the competitive solicitation display, whichever occurs first.

4. PRICES, TERMS AND PAYMENT: Prices bid shall be firm and include all packing, handling, shipping charges and delivery to be delivered to the destination shown herein.

5. TAXES: Florida State University does not pay Federal Excise or Florida Sales Tax on direct purchases of tangible personal property. The appropriate exemption number will be printed on the face of this purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property or service in the performance of contracts for the furnishing of University-owned real property as defined in Chapter 198, FS.

6. DISCOUNTS: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discounts will be computed from the date of satisfactory delivery at place of acceptance or from remittance of a correct invoice at the office specified, whichever is later. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

7. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS: All 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 mandatory, and bids are invited on comparable brands or products of any manufacturer. The bidder may offer any equivalent brand or product that meets or exceeds the specifications for an item(s). However, a bidder shall not be allowed to bid more than one brand or equivalent product on any one item. It is the bidder's responsibility to select the single equivalent brand or product that his firm sells which meets all specifications and is the lowest in cost. If a bidder makes more than one equivalent brand or product on an item, only the equivalent brand or product offering the lowest bid 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 bid form. Bidders shall submit with this bid data, sketches, and descriptive literature, and/or complete specifications. Reference to literature substituted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Florida State University reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which...
do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate bid will be rejected. All requirements and specifications are stated in detail on the bid form. The Director of Purchasing is to be notified of any proposed changes in (a) materials used, (b) manufacturing processes, or (c) construction. However, changes shall not be binding upon the University until the amended bid specifications have been approved.

7. CONFICT OF INTEREST. The award hereunder is subject to the provisions of Chapter 112, F.S. All bidders must disclose the bid name of any officer, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all bidders must disclose the bid name of any State employee who owns, directly or indirectly, an interest of five (5) percent or more in any bid form or of its branches.

8. AWARDS: The University reserves the right to make awards by individual bid, group of items, or all, or none, or a combination thereof: to reject any and all bids or waive any minor irregularity or technicality in bids received. When a bid is determined to be in competition to the lowest responsive bidder, the matter of the intended decision in connection with this bid, the University by and through its officers, employees, and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any bidder is not a basis to constitute a cognizable defense against the legal effect thereof.

9. ADDITIONAL QUANTITIES: For a period not exceeding ninety (90) days from the date of acceptance of this offer by the bidder, the right is reserved to acquire additional quantities up to the amount shown on the bid, but not to exceed $35,000, at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be marked "BID IS FOR SPECIFIED QUANTITY ONLY."

10. SERVICE AND WARRANTY. Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet what substantial warranty and service facilities are provided.

11. SAMPLES: Samples of items, when called for, must be furnished free of charge, on or before bid opening time and date, and if not delivered, may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidders names, manufacturer brand name and number, bid number and lots relating thereto as required for identification of the Purchasing Department. Evaluation of any sample bids is not required. Bidders are cautioned to make no assumption unless their bid has been evaluated as being responsive.

12. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested and/or inspected for compliance with specifications by any appropriate testing facilities. Should the items fail this testing, the University may require the vendor to reimburse the University for all costs incurred by the University in connection with the examination. The item thereby declared not in bid as to cost or quality may result in the bidder being found in default. In event any and all reprocurement costs may be charged against the defaulting contractor. Any violations of these stipulations shall also result in:

(a) Suppliers name being removed from the Purchasing Department vendor mailing list.
(b) All State departments being advised not to do business with the supplier without written approval from the Division of Purchasing. Failure to supply products or services as described in the contract shall result in the revocation of the right to do business with the University.

13. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be the destination location unless otherwise agreed in writing. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the University, unless loss or damage results from negligence by the University. The contractor shall be solely responsible for all expenses incurred in inspecting and handling all damages claims. However, to assist him in the expeditious handling of damage claims, the University will:

(a) Report any evidence of visible damage on all copies of the delivery carter'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.

14. INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications shall be directed in writing to the Purchasing Department Office for review by interested parties shortly after the scheduled opening date of this Invitation to Bid, and will remain posted for a period of 72 hours, not including Saturdays, Sundays and holidays. Any person who is affected adversely by the University's decision or intended decision in connection with this contract, may submit a written protest to the Director of Purchasing, within 10 days after filing of the Notice of Protest. If the Director of Purchasing or the office of protest shall make a decision to reverse the University's action in any subsequent appellate court proceeding.

15. NOTICE OF BID PROTEST BOND REQUIREMENT: Any person who files an action protesting a decision or intended decision by the University pursuant to Section 120.57(3)(b), F.S., Rule 6C2-2.015(13) of the Florida Administration Code (FAC) shall post with the University at the time of filing the filing, written "Notice of Protest" a bond payable to the University in an amount equal to 1 percent of the total dollar amount of bid(s) or $10,000, whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the University may 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 FORAL PROTEST, WILL RESULT IN A DENIAL OF THE PROTEST.

16. 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 proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the buyer at once, indicating in his letter the specific regulation which required the alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract as to the merchandise.

17. 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 bids received in response hereto and shall govern any award by the Florida State University by and through its officers, employees, and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

18. PATENTS AND ROYALTIES: The bidder, without exception, shall indemnify and save harmless Florida State University and its employees from liability of any nature or kind, including cost and expenses for or for an account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Florida State University. If the bidder uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid price shall include all taxes thereon or cost arising from the use of such design, device, or material in any way involved in the work.

19. ADVERTISING: In submitting a bid, bidder agrees not to use the results therefrom as a part of commercial advertisement.

20. ASSIGNMENT: Any Purchase Order issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the University.

21. LIABILITY: The supplier shall hold and save Florida State University, its officers, agents, and employees harmless against claims by third parties resulting from the suppliers breach of this contract or the supplier’s negligence.

22. FACILITIES: The University reserves the right to inspect the bidders facilities during normal business hours with prior notice being required.

23. DISQUALIFICATION OF BIDDERS: Only one bid from an individual, firm, partnership, corporation or association under the same or different names will be considered. Reasonable grounds for believing that a bidder is involved in more than one bid for the same item will cause for rejection of the highest bid in which such bidder is involved or be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between bidders. In which the prices obviously unbalanced will be subject to rejec-

24. FLORIDA BIDDER: Florida State University shall give preference to bidders located within the State when awarding contracts whenever the commodity can be provided at no greater expense, then, and at a level of quality comparable to that obtainable from a bidder located outside the State.

25. POSTING OF BID TABULATION: A Tabulation with recommended award(s) will be posted at the Purchasing Department for review by interested parties shortly after the scheduled opening date of this Invitation to Bid, and will remain posted for a period of 72 hours, not including Saturdays, Sundays and holidays. Any person who is affected adversely by the University's decision or intended decision in connection with this contract, may submit a written protest to the Director of Purchasing within 10 days after the time the notice of protest is filed. If the Director of Purchasing or the office of protest shall make a decision to reverse the University's action in any subsequent appellate court proceeding.

26. BID IS FOR SPECIFIED QUANTITY ONLY. Failure to supply products or services as described in the contract shall result in the revocation of the right to do business with the University. The contractor shall be solely responsible for all expenses incurred in inspecting and handling all damages claims. However, to assist him in the expeditious handling of damage claims, the University will:

(a) Report any evidence of visible damage on all copies of the delivery carter'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.

27. EQUAL OPPORTUNITY EMPLOYER. The nondiscrimination clause contained in Section 202, Executive Order 11246 as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations promulgated by the Secretary of Labor are incorporated herein.

28. PUBLIC RECORDS: Any material submitted in response to this Invitation to Bid will become a public document pursuant to Section 119.07, F.S. This includes material which the responding bidder might consider confidential unless the bidder specifically indicates in its letter of bid that the bid information is not to be considered confidential. The University reserves the right to use or disclose any information in the bid without any liability.

29. ADDITIONAL TERMS AND CONDITIONS: No additional terms and conditions invoked with the bid response are void, unenforceable and inconsistent with any of the foregoing terms and conditions, and shall have no force and effect and are inapplicable to this bid. 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 bid solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to this form.

30. PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for a felony or conviction for a crime involving a bond or a contract with public entity for the construction or repair of a public building or public work, may not submit bids on assess or real property to a public entity, may not be appointed 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 vendor list.

31. UNAUTHORIZED ALIENS: The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens such violation shall be cause for unlawful cancellation of any contract resulting from this Invitation to Bid.

32. JURISDICTION: Any purchase order or contract resulting from their Invitation to Bid will be governed by and under the Jurisdiction of the Law of the State of Florida and any provisions in conflict therewith shall be void and of no effect.

NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE, PRECEDENCE WHEN EXECUTED THIS SHEET AND THE ACcompanyING BID CONSTITUTE AN OFFER FROM THE BIDDER.
SEALED BID – TERMS AND CONDITIONS

All Respondents and other participants of this BID agree that they have read and fully understand these terms and agree to be bound thereby.

Acceptance of Terms and Conditions. By submitting a response the respondent agrees that they have read, fully understand and accept these Terms and Conditions.

TERMS AND CONDITIONS

1.1 Submission of Mandatory Forms
Bidders are required to return the Competitive Solicitation (CS) Acknowledgment Form with their BID. A representative who is authorized to contractually bind the Bidder shall sign the Acknowledgment Form.

1.2 Delivery Location
Sealed BID’s will be accepted until the date, hour, and address listed in this BID, by the Florida State University Facilities Purchasing Department, at which time a public opening will take place. This is an absolute deadline. BID’s received after that date and time will be rejected. Delivery to any other point on or off campus is not acceptable and shall be grounds for rejection of the BID.

1.3 Delivery Address
BID’s sealed in a clearly identified envelope will be accepted at the following address:

Florida State University
Facilities Maintenance, Purchasing
107A Mendenhall Building A
Tallahassee, Florida 32306-4150

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

1.4 Delivery Deadline
The absolute deadline for receipt of sealed BID’s is listed in this BID. The clock in the public bid opening room shall be the official timepiece for determining if a BID has been received at the correct time. The Florida State University is not responsible for lost, misdirected or misdelivered, or late bid packages for vendor(s) using delivery services/carriers, i.e. (USPS, FedEx, DHL, UPS, etc.). It is the responsibility of the vendor(s) to submit a complete bid response package to the FSU Facilities Purchasing Department by the designated, date and time. BID’s received after the time and date listed in the bid will not be accepted and shall be returned to the sender unopened.
1.5 University Point of Contact
The Bidders SOLE point of contact for all matters relating to this BID is:

Fredrick Ross, Purchasing Specialist
Florida State University, Facilities Purchasing Department
107A Mendenhall, Building A
Tallahassee, Florida 32306-4158
Phone (850) 645-0407
Fax: (850) 644-9696
E-mail: fross@admin.fsu.edu

Written questions on this BID must be submitted to Fredrick Ross prior to the questions due date.

1.6 Vendor Point of Contact
Each Bidder shall identify in its submittal the single point of contact for all matters in relation to the response. The Invitation to Bid will be signed by a person or persons legally authorized to bind the prospective vendor to this Invitation to Bid. Respondents to this solicitation or persons acting on their behalf shall not contact any employee or officer of the Florida State University Board of Trustees, a University Direct Support Organization, or The Florida State University concerning any aspect of this solicitation, except in writing to the Facilities Purchasing Specialist or as provided in this solicitation document, from the date of release of this solicitation through the end of the 72-hour period following the University’s posting of the notice of intended award, in accordance with BOG Regulation 18.002. Violation of this provision may be grounds for rejecting a response.

1.7 Public Inspection
Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

1.8 Written Communications Required Only those communications that are in writing from the University Purchasing Department shall be considered as a duly authorized expression on behalf of the University. Also, the University will recognize only communications from Bidders that are signed and in writing as duly authorized expression on behalf of the Bidder.

QUESTIONS DIRECTED TO, OR ANY RESPONSES RECEIVED FROM ANY OTHER DEPARTMENT, PERSON, AGENT, OR REPRESENTATIVE OF THE UNIVERSITY WILL NOT BE CONSIDERED VALID OR BINDING.
1.9 Formal Offer
A Bidder's written submission in response to the BID shall be considered as the Bidder’s formal offer. The content of the BID, the Bidder’s submission in response to the BID, and resulting contract/purchase order(s) shall be considered the entire agreement between the successful Vendor and the University. It is understood and agreed that nothing herein is intended, or should be construed, as constituting the Vendor as the agent or representative of the University for any purpose or in any manner whatsoever. The Vendor is, and shall remain, an independent contractor operating in accordance with the terms and conditions of the license granted as a result of this Request for BID.

1.10 Interpretations
The following paragraph supersedes paragraph (14), Interpretations of the General Conditions, on the Request for BID Competitive Solicitation Acknowledgment form: “Bidders shall examine the BID to determine if the University's requirements are clearly stated. If there are any requirements that are too vague or restrict competition, the Bidder may request, in writing, that the Specifications be changed. A Bidder who requests changes in the Specifications must identify and describe the Bidders difficulty in meeting the University's specifications; must provide detailed justification for the change, and must provide a recommended change to the Specification. Requests for changes must be received in the Purchasing Department by the close of the business day, not later than the entry noted in the "Calendar of Events" area of this BID as the last day to receive written inquiries regarding the BID. A Bidder’s failure to request changes by the permissible date shall be considered acceptance of the University's Specifications and a waiver of the Bidders right to protest the BID on the basis of Specifications. The University reserves the right to determine which changes to the BID shall be acceptable to the University. If required, the University shall issue an addendum reflecting the changes to the BID. This addendum shall be sent to all Bidders so that each is given the opportunity of submitting a BID to the same Specification. Said Specifications shall be considered the University's minimum mandate requirements.”

1.11 Verbal Communications
Bidders may not consider any verbal instructions as an official expression on the University's behalf. Only written communications, signed by a duly authorized representative of the Purchasing Office shall be considered valid.

1.12 BID Tabulation
A BID Tabulation that serves as the “Notice of Award” will be posted for review by interested parties on the University Purchasing Departments website and will remain posted for a period of seventy-two (72) hours. Any person who is adversely affected by the University decisions or intended decisions as detailed above in connection with this Bid, shall file a written “Notice of Protest” with the Director of Purchasing. Failure to file a Protest within the time prescribed in accordance with Florida Board of Governors Regulation 18.002 and FSU Regulation 6C2R-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. A “Notice of Protest” is considered filed when it is delivered to the Purchasing Department, A1400 University Center, during the normal hours of operation of the Purchasing department, 8:00 a.m. through 5:00 p.m. EST, Monday through Friday.
1.13 Mandatory Requirements
Any BID that fails to meet mandatory Specifications stated in the BID may be rejected. Any BID that does not comply with the functional, cost or contractual requirements in the BID may be rejected. The University shall not be liable to pay for information obtained from or through any Bidder prior to issuing the purchase order to the successful Bidder.

1.14 Minor Irregularities
The University reserves the right to waive minor irregularities in BID’s, providing such action is in the best interest of the University. Minor irregularities are defined as those that have no adverse effect on the University's interest, will not affect the amount of the BID and will not give a Bidder an advantage or benefit not enjoyed by another Bidder.

1.15 BID Materials
The materials submitted in response to this BID become the property of the University upon delivery to the Purchasing Department. All of the materials will be considered as part of this BID and will be subject to review as public records 10 days after the BID is opened or an award is made, whichever occurs first.

1.16 BID Rejection
The University shall have the right to reject any or all BID’s, and in particular reject a BID not accompanied by data required by the BID, or a BID in any way incomplete or irregular, including omissions of pricing. Conditional BID’s will not be accepted.

1.17 Conflict Between Documents
If any terms and conditions contained within the documents related to this BID are in conflict with any other terms and conditions contained therein, then the various documents comprising this BID, as applicable, shall govern in the following order of precedence: Amendment/Change Order, Policy, Purchase Order, Addenda, BID Terms and Conditions, BID Specifications, General Conditions of the BID, Bid.

1.18 Additions, Deletions, Substitutions
Should the University find it necessary to supplement, modify, correct, or interpret any portion of the BID during the BID period, such action shall be taken by issuance of a written Addendum to the documents distributed to all known prospective Bidders.
1.19 Interpretation
Neither interpretation of the meaning of the BID documents, nor any correction of ambiguity, inconsistency or error will be made to any Bidder orally. All such communications will be in the form of written addenda as issued by the Contract Administrator. Only written addenda issued by the University Contract Administrator shall be binding. Bidders are advised that no other source is authorized to accept or give information concerning, explain, or interpret the BID.

1.20 Requests for Clarification
All requests for such interpretation or correction shall be made in writing directly to the Purchasing Department. Only those written requests properly submitted no later than specified can be considered. Oral or late requests will not be valid.

1.21 Acknowledgment
Any addenda issued by the University to participating Bidders shall include an "Addenda Acknowledgment Form." This form shall be signed by a company representative, dated and returned to the University by the date specified in the "Calendar of Events" for BID’s to be opened.

Failure to return an "Addenda Acknowledgment Form" issued for this solicitation may be grounds for rejection.

1.22 Pride
It is expressly understood that any articles which are the subject of, or required to carry out the purchase order/contract/agreement resulting from this BID, which have been certified by the corporation identified under Chapter 946, F.S., shall be purchased from said corporation in the same manner and under the procedures set forth in Section 946.15(2), (4), F.S. For purposes of the contact/agreement resulting from this BID, the person, firm or other business entity carrying out the provisions of this agreement shall be deemed to be substituted for this agency insofar as dealings with such corporation.

1.23 Public Record
The successful Bidder shall 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 him/her in conjunction with the contract resulting from this BID. Refusal by the successful Bidder to allow such public access shall be grounds for cancellation of the contract by the University.

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

1.24 Amendments
Any amendments, alterations or modifications to the contract resulting from this BID must be in the form of a change order to the original contract and have the
written approval of the Purchasing Department and must be signed or initialed and approved by the same signatories noted on the BID.

1.25 Validity
The laws of the State of Florida shall govern the validity, construction, and effect of any purchase order/contract or change order.

1.26 Availability of Funds
The obligations of the University under any resulting award shall be subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of Florida.

1.27 Taxes
The University, 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 Vendor in the performance of the contracts with the University.

1.28 Assignment
Under no circumstances shall the successful Bidder assign to a third party any right or obligation of successful Bidder pursuant to this BID without prior written consent of the University. If the successful Bidder is, or during the term of the contract resulting from this BID, becomes an individual on the payroll of the State of Florida, successful Bidder represents that he or she has complied with all applicable provisions in the Florida Statutes and Florida Administrative Code regarding outside or dual employment and compensation.

1.29 Use by Others
With the consent and agreement of the successful vendor, purchases may be made under this BID by other universities, government agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms, and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to BID any or all of the items or services independently.

1.30 Jurisdictional Applicability
Applicable provisions of all federal, State of Florida, county and municipal statutes, laws, ordinances, rules and regulations shall govern any BID submitted hereto and any resulting contract. Lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof. Disputes arising from, or in connection with, the contract shall be determined before a Florida court of competent jurisdiction or through an applicable administrative proceeding whichever is appropriate to the circumstances under Florida law. In the event that either party is required to obtain any permit, license or authorization as a prerequisite to performing its obligation under the contract, the cost shall be borne by the party required to obtain the permit, license or authorization.
1.31 Public Entity Crime
A person or affiliate who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid’s on leases of real property to a public entity, may not be award or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

1.32 Governmental Restrictions
In the event any governmental restrictions may be imposed which would necessitate alteration of the terms of the contract resulting from this Bid, it shall be the responsibility of the successful Bidder to immediately notify the University in writing, indicating the specific regulation which requires the alteration. The University reserves the right to accept any such alteration, including any fee adjustments occasioned thereby, or to cancel the contract at no expense to the University.

1.33 Cancellation Without Cause
For the protection of both parties, any contract entered into as a result of this Bid may be canceled without cause or without penalty, in whole or in part by either party by giving a thirty (30) day prior notice in writing to the other party.

1.34 Equal Opportunity
The Vendor must at all times during the term of the contract be in compliance with all federal, state and local laws, rules and regulations relating to the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin and the implementing rules and regulations proscribed by the Secretary of Labor are incorporated herein. The applicable sections, rules and regulations referenced above are hereby incorporated into the terms and conditions of this Bid.

1.35 Governmental Action
It is mutually agreed that if at any time during the term of the contractual agreement the Vendor is required to make extensive program changes, as a direct result of any determination, or action by any applicable Federal, State, or Local Government authority, the University will be willing to negotiate any unit cost increase necessitated by such changes, subject to availability of funds. Any negotiated price increase may not be implemented until a contract amendment signed by both parties is processed through the Florida State University Purchasing Department.
1.36 Parking
If the contractor provides onsite services, the contractor shall observe campus parking rules and regulations at all times. No properly issued citation will be waived. Parking for contractor personnel and vehicles shall be in those areas so designated by Parking Services.

If the Contractor's agent uses any University controlled parking facility, it will be necessary to purchase a parking permit from the Parking Services Office. It will be the responsibility of the Contractor or its agent to pay any fees required.

The University shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the responder and/or subcontractor providing such insurance.

The public liability policy shall be properly endorsed with the “Hold Harmless Agreement” to save Florida State University and their Board of Trustees, State officials and employees harmless and to indemnify Florida State University and their Board of Trustees for any claim or liability to benefits under the Worker’s Compensation Law of Florida (Chapter 440, Florida Statutes) occasioned by an accidental injury to temporary help by Florida State University.

Such policy or policies of insurance shall contain an endorsement giving the Florida State University Purchasing Department thirty (30) days written notice in advance of any material alteration or cancellation of the policy. Such policy or policies should contain a 3rd party rider showing the Florida State University and their Board of Trustees as additional named insured. Such policy is to be submitted to the Florida State University, Purchasing Department for approval no less than ten (10) days prior to the commencement of the term of the agreement.
1.37 Insurance

The Contractor shall not commence any work in connection with this agreement until they have obtained all the following types of insurance and such insurance has been approved by the purchaser otherwise known as The Florida State University Board of Trustees (FSUBOT), nor shall the Contractor allow any subcontractor to commence work on the subcontracted work until the subcontractor has provided proof of insurance for the same amounts as required of the Contractor by FSUBOT and approved. All insurance policies shall be with insurers qualified and doing business in Florida, and with an A.M. Best Rating no less than A-. The FSUBOT shall be furnished proof of insurance by a Certificate of Insurance accompanying the contract documents which shall name The Florida State University and Board of Trustees as an additional insured. The insurer shall provide 30 days written notice to the certificate holder if a policy is to be canceled before the expiration date of said Certificate.

The FSUBOT shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or Subcontractor providing such insurance.

A. Workers Compensation Insurance The Contractor shall secure and maintain during the life of the agreement, Worker’s Compensation Insurance to all employees of the contractor working on this project. The Contractor shall also require all subcontractors to provide Worker’s Compensation Insurance for their employees working on this project which shall comply fully with the Florida Worker’s Compensation Law. In addition, the subcontractor shall list both the Contractor and FSUBOT as an additional insured.

B. Contractor’s Public Liability and Property Damage Insurance The Contractor shall secure and maintain during the life of this agreement, COMPREHENSIVE GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE naming The Florida State University Board of Trustees as an additional insured to protect all parties from claims for damages, 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 anyone directly or indirectly employed by the Contractor. The amount of such insurance shall be set at minimum amount no less than the following:
1. Bodily Injury Liability $1,000,000 each accident/$2,000,000 aggregate per occurrence
2. Auto Property Damage Liability $1,000,000 each accident/ $2,000,000 aggregate per occurrence
3. Property Damage Liability - $1,000,000 each accident/$2,000,000 aggregate per occurrence (other than automobile) $2,000,000 aggregate operations $2,000,000 aggregate protective $2,000,000 aggregate contractual
4. “XCU” (Explosion, collapse, underground damage) --the contractor’s liability Policy shall provide “XCU” coverage for those classifications in which they are excluded.
5. Contractual Liability - work contracts--The Contractor’s liability policy shall cover such contracts when they are affected.
6. In some cases a Contractor and Subcontractor may be required to provide proof of Environmental Protection Coverage.

C. Subcontractor’s Public Liability and Property Damage Insurance The Contractor shall require each of the Subcontractors to secure and maintain during the life of this contract; insurance of the same type specified above in addition to insuring the activities of the subcontractors in the event the subcontractor does not have a policy, as specified above.

1.38 Liability

The following Special Condition supersedes General Condition Number 21, titled "Liability":

Vendor’s entire liability and the University's exclusive remedy shall be as follows:

In all situations involving performance or non-performance of machines or programming furnished under this agreement, the University’s (the Buyer) remedy is:

(a)    the adjustment or repair of the machine or replacement of its parts by Vendor, or, at Vendor’s option, replacement of the machine or correction of programming errors, or
(b)    if, after repeated efforts, Vendor is unable to install the machine or a replacement machine, model upgrade or feature in good working order, or to restore it to good working order, or to make programming operate, all as warranted, the University shall be entitled to recover actual damages to the limits set forth in this provision. For any other claim concerning performance or non-performance by Seller pursuant to, or in any other
way related to the subject matter of, this Agreement or any order under this Agreement, the University shall be entitled to recover actual damages to the limits set forth in this provision.

Vendor's liability for damages to the University for any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to the greater of $100,000 or the purchase price stated herein for the specific machines that caused the damages or that the subject matter of, or are directly related to the cause of action, the foregoing limitation of liability will not apply to:

(a) the payment of cost and damage awards pertaining to patent and copyright indemnity, or to
(b) claims for reprocurement costs or the cost of cover pursuant to Florida State Purchasing Regulation 6C2R-2.015(16)(d).
(c) claims for personal injury or damage to real or personal property caused by Seller's tortuous conduct.

Vendor shall hold and save the University harmless for any and all suits and judgments against the State for personal injury or damage to real or personal property caused by Vendor's tortuous conduct in the performance of this Agreement provided that:

(a) the University promptly notifies the Vendor in writing of any claim, and
(b) Vendor shall be given the opportunity, at its option, to participate and associate with the University in the control, defense and trial of any claim and any related settlement negotiations and, provided further, that with respect to any claim, or portion thereof, for which Vendor agrees at the initiation of such claim that vendor shall save and hold the University harmless, Vendor shall have the sole control of the defense, trial and any related settlement negotiations, and
(c) the university fully cooperated with vendor in the defense of any claim. In no event, however, will Vendor be liable for:

(a) any damages caused by the University's failure to perform the University's responsibilities, or for
(b) any lost profits or other consequential damages, even if Seller has been advised of the possibility of such damages, or for
(c) any claim against the University by any other party, except as provided in the hold harmless provision of the preceding paragraph of this provision and
1.39 Articles
It is expressly understood and agreed that any articles which are the subject of, or required to carry out the purchase order resulting from this solicitation, which have been certified by the corporation identified under Chapter 946, F.S., shall be purchased from said corporation in the same manner and under the procedures set forth in Section 946.515(2), (4), F.S.; and for purposes of the purchase order resulting from this Bid, the person, firm or other business entity carrying out the provisions of this agreement shall be deemed to be substituted for this agency insofar as dealings with such corporation.

1.40 Title and Risk of Loss
The title and risk of loss of the goods shall not pass to University until University actually receives the goods at the point or points of delivery.

1.41 Rejection of Vendor Counter-offers, Stipulations and Other Exceptions
Any vendor exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted in writing by the University and thereafter incorporated into any contract resulting from this ITB.

1.42 Governing Law, Jurisdictional Applicability and Dispute Resolution:
The BID, any resulting contract, agreement and/or amendments will be governed and construed in accordance with the laws of Florida and applicable federal, county and municipal statues, laws, ordinances, rules and regulations, and Florida State University and Florida Board of Governors regulations and policies. Lack of knowledge by any bidder or contractor shall not constitute a cognizable defense against the legal effect thereof. Any dispute and law suit arising from or in connection with the bid or resulting contract shall be subject to the exclusive jurisdiction of the federal and state courts in Leon County, Florida, or through an applicable administrative proceeding whichever is appropriate to the circumstances under Florida law. In the event of a dispute or law suit each party, except as provided for in the contract, is solely responsible and liable for its own legal fees and costs, including its own attorney’s fees, expenses and costs.
1.43 Collusion Prohibited
In connection with this ITB, vendor collusion with other vendors or employees thereof, or with any employee of the University, is prohibited and may result in vendor disqualification and/or cancellation of award. Any attempt by the vendor, whether successful or not, to subvert or skirt the principles of open and fair competition may result in vendor disqualification and/or cancellation of award. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

The University may, by written notice to the Successful Vendor, cancel the Agreement if it is discovered by the University that gratuities, in the form of entertainment, gifts or other, were offered or given by the Successful Vendor, or any agent or representative of the Successful Vendor, to any officer or employee of the University with a view toward securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the University pursuant to this provision, University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Successful Vendor in providing such gratuities.

1.44 Right of Offset
The University shall be entitled to offset against any sums due the Successful Vendor, any expenses or costs incurred by the University, or damages assessed by the University concerning the Successful Vendor’s non-conforming performance or failure to perform the Agreement, or any other debt owing the University, including expenses, costs and damages described in the termination provisions contained herein.

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

1.46 Bidder Responsibility Determination:
A bidder is considered responsible if it can perform the contract as promised. Thus, the concept of responsibility focuses on the bidder’s trustworthiness, quality, fitness and capacity to satisfactorily perform. Determining whether a bidder 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 vendor 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.”
The University reserves the right to investigate or inspect at any time whether the qualifications, or services offered by a bidder meet the contract requirements. Bidder shall at all times during the contract term remain responsive and responsible. Bidder must be prepared, if requested by the University, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of the bidder for the servicing of the solicitation. If the University determines that the conditions of the solicitation documents are not complied with, or that the services proposed do not meet the specified requirements, or that the qualifications, financial standing, or personnel resources are not satisfactory, or that performance is untimely, the University may reject the response or terminate the contract. Bidder may be disqualified from receiving awards if bidder, or anyone in bidder’s employment, has previously failed to perform satisfactorily in connection with public proposal or contracts. This paragraph shall not mean or imply that it is obligatory upon the University to make an investigation either before or after award of the contract, but should the University elect to do so, the bidder is not relieved from fulfilling all contract requirements.

1.47 Who May Respond:
Fully capable bidders, who are in good standing with the State of Florida and this University, that meet the Technical Specifications, and which possess the financial capability, experience and personnel resources to provide service of the scope and breadth described in this ITB. The University and eligible users retain the right to request additional information pertaining to the Bidders ability and qualifications to accomplish all services described in this ITB as deemed necessary during the RFP or after contract award.

1.48 Inspection and Audit:
All books, accounts, reports, files and other records relating to the Agreement shall be subject at all reasonable times to inspection and audit by Buyer or any third party on behalf of Buyer. This includes any other participating school using this agreement. As a condition of doing business with FSU, vendor must respond to all requests by FSU or any other third party on behalf of FSU regarding information on any transaction or spend detail that FSU has done with the awarded vendor.

Seller shall establish a reasonable accounting system, which enables ready identification of seller’s cost of goods and use of funds. Buyer may audit seller’s records anytime during the contract term. The right to audit shall include subcontractors in which goods or services are subcontracted by seller. Seller shall insure buyer has these rights with subcontractor(s).
1.49 Purchases of Tangible Personal Property - Price preferences to Florida vendors:

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

Principal place of business 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 lowest responsible and responsive bid or proposal is submitted by a bidder or proposer whose principal place of business is in a state or political subdivision outside the State of Florida, which grants a preference for the purchase of commodities when awarding the bid or calculating the cost in a proposal, the University must apply a preference which is equal to the preference granted by the state or political subdivision in which the lowest responsible and responsive bidder or proposer has its principal place of business. If the lowest responsible and responsive bidder or proposer in that state does not grant a preference in competitive solicitation to companies having a principal place of business in that state, the preference granted to the lowest responsible and responsive bidder/proposer having a principal place of business in Florida shall be 5 percent.

- **Public Printing**: When awarding a contract to have materials printed, the University must grant a preference to the lowest responsible and responsive bidder having a principal place of business within the State of Florida. The preference shall be 5 percent if the lowest bid is submitted by a bidder whose principal place of business is located outside the State and if the printing can be performed by the Florida bidder at a level of quality comparable to that obtainable from the bidder submitting the lowest bid located outside of Florida.

**IMPORTANT NOTICE**: Pursuant to Section 287.084, Florida Statutes, bidders or proposers whose principal place of business is outside the state of Florida must include, with their Bid or RFP response document, a written statement, signed by an attorney at law licensed to practice in the bidder or proposer’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.
SMOKING POLICY

Effective January 1, 2014, tobacco use, including simulated tobacco use, is prohibited on property, interior and exterior owned or managed by Florida State University within the state of Florida.

No tobacco use will be permitted in university facilities, common or private work areas, elevators, hallways, garages, restrooms, dining areas, employee lounges, conference and meeting rooms, and all other enclosed or semi-enclosed areas. Additionally, no tobacco use will be permitted in outdoor areas including parking lots, parking garages, grounds, rooftops, plazas, courtyards, and entrance/exit ways, university-owned or -leased vehicles, and any other indoor or outdoor areas owned or managed by the university.

This policy applies to all Florida State University students, employees, consultants, contractors, visitors and external individuals, companies renting university-owned space, and property owned or managed by Florida State University within the state of Florida.