

SOLICITATION NUMBER		UNIVERSITY DATE OF ISSUE		FLORIDA STATE UNIVERSITY COMPETITIVE SOLICITATION ACKNOWLEDGEMENT FORM					
SOLICITATION TITLE									
RESPONSES WILL BE OPENED AT				SUBMIT RESPONSES TO FLORIDA STATE UNIVERSITY PURCHASING DEPARTMENT A1400 UNIVERSITY CENTER TALLAHASSEE, FLORIDA 32306-2370 (850) 644-6850					
and may not be withdrawn within 45 days after such date and time.									
CORPORATE CHARTER NO.		F.E.I.D./S.S.NO.		Responses not received at the exact above location, by the appointed hour and date, will not be considered					
PLEASE FILL IN COMPLETE VENDOR NAME AND ADDRESS				REASON FOR NO RESPONSE					
				DELIVERY WILL BE		CASH DISCOUNT TERMS			
				AREA CODE		TELEPHONE NO.			
						FAX NO.			
				Email Address:					
				Web Address:					
I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response 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 response and certify that I am authorized to sign this response 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 a response to the Florida State University, the responder offers and agrees that if the response is accepted, the responder will convey, sell, assign or transfer to the Florida State University all rights, title and interest in and to all causes of action it 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 responder.				AUTHORIZED SIGNATURE (MANUAL)					
				AUTHORIZED SIGNATURE (TYPED) TITLE					

GENERAL CONDITIONS

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

- SOLICITATION RESPONSE DELIVERY:** Responses must be delivered and available to be publicly displayed at the address, date and time specified above unless the solicitation specifically states otherwise. The clock in the lobby of the Purchasing Department shall be the official timepiece for determining if a response has been received in a timely manner. Responses, which for any reason are not available at this location at the prescribed time and date, will not be considered. It is the responder's responsibility to assure that his response is delivered on the correct date and time and at the specified location. If the solicitation specifications specifically allow submission by fax, the date and time indicated on the University Right Fax Server as the time received will be the official date and time of the response's receipt. Delivery of a response to the University Post Office or any other place on the University campus is not acceptable. Timely delivery of the response itself to the specified location is required. Offers by telephone are not acceptable under any circumstances.
- NO RESPONSE SUBMITTED:** If not submitting a response to this solicitation, respond by returning only this acknowledgement form with the statement "NO RESPONSE" written on it and a brief explanation in the space provided above. Failure to respond to a Solicitation by not returning a response or this acknowledgement form shall result in removal of your firm from the University's Competitive Solicitation file. To qualify as a respondent, vendor must submit a "NO RESPONSE" and it must be received no later than the stated display date and time.
- TABULATION:** Response tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope. In accordance with s.119.07(3)(m), Florida Statutes, public review of responses to a competitive solicitation may be denied until the notice of a decision is posted or until 10 days after the competitive solicitation display, whichever occurs first.
- PRICES, TERMS and PAYMENT:** Prices offered shall be firm and include all packing, handling, shipping charges and delivery to the destination shown herein
 - 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 the 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 improvement of University-owned real property as defined in Chapter 192, F.S.
 - DISCOUNTS:** A cash discount for prompt payment 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. Responders are encouraged to reflect cash discounts in the unit prices proposed.
 - MISTAKES:** Responders are expected to examine the specifications, delivery schedule and all instructions pertaining to supplies and services. Failure to do so will be at Responder'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 competitive solicitation shall be a new, 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.
- SAFETY STANDARDS:** Unless otherwise stipulated in the Competitive Solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
- UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the competitive solicitation, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.
- INVOICING AND PAYMENT:** The contractor shall be paid after delivery and acceptance of the goods, less deduction if any, and submission to the University of a properly certified invoice at the prices stipulated on the purchase order. Invoices shall contain the purchase order number. An original and three (3) copies of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. **INTEREST PENALTIES:** Payment shall be made in accordance with Section 215.422, F.S., which provides that agencies have 5 working days to inspect and approve goods and services, unless the Competitive Solicitation specifications or the purchase order specify otherwise. If payment is not made within 40 days, measured from the latter of the date the correct invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate contact the Payable & Disbursement Services at (850) 644-5021. Payments to health care providers shall be made not more than 35 days from the date the eligibility for payment is determined, and the interest rate is 1% per month. Invoices returned to vendor due to errors will result in payment delay. Interest penalties of less than \$1.00 will not be paid unless the vendor requests payment. Invoice payment requirements do not start until a properly completed invoice is provided the University. A Vendor ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the University, may be contacted at (850) 410-9724, or by calling the State Comptroller's Hotline, 1-800-848-3792.
- DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the university, Monday through Friday, unless otherwise specified.
- MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:** Any manufacturer's 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 responder may offer any equivalent brand or product that meets or exceeds the specifications for an item(s). However, a Responder shall not be allowed to offer more than one brand or equivalent product on any one item. It is the Responder'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 responder offers more than one equivalent brand or product on an item, only the equivalent brand or product offering the lowest response shall be considered. If an offer is based on an equivalent brand or product, the manufacturer's name and number must be indicated on the response form. Responder shall submit with his response cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous response will not satisfy this provision. The Responder 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. Responses which do not comply with these requirements are subject to rejection. Responses lacking any written indication of intent to offer an alternate brand will be received and considered in complete compliance with the specifications as listed on the solicitation form. The Director of Purchasing is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the University unless evidenced by an addendum issued by the Purchasing Department.

7. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, F.S. All offerors must disclose with their response the name of any officer, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all offerors must disclose the name of any State employee who owns, directly or indirectly, an interest of five (5) percent or more in the offeror's firm or any of its branches.
8. **AWARDS:** The University reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all responses or waive any minor irregularity or technicality in responses received. When it is determined there is competition to the lowest responsive responder, evaluation of the other responses is not required. Responders are cautioned to make no assumption unless their response has been evaluated as being responsive.
9. **ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of this offer by the university, the right is reserved to acquire additional quantities up to the amount shown on the solicitation, but not to exceed \$25,000, at the prices listed on the response to this competitive solicitation. If additional quantities are not acceptable, the response sheets must be noted "RESPONSE IS FOR SPECIFIED QUANTITY ONLY."
10. **SERVICE AND WARRANTY:** Unless otherwise specified, the responder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Responders must explain on an attached sheet to what extent warranty and service facilities are provided.
11. **SAMPLES:** Samples of items, when called for, must be furnished free of expense, on or before solicitation opening time and date, and if not destroyed may, upon request, be returned at the responder's expense. Each individual sample must be labeled with responder's name, manufacturer's brand name and number, solicitation 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 response. If instructions are not received within this time, the commodities shall be disposed of by Florida State University.
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 testing, the University may require the offerors to reimburse the University for all costs incurred by the University 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 vendor's expense. Items delivered which do not comply with the competitive solicitation specification and items not delivered as per delivery date in solicitation and/or purchase order may result in responder being found in default. In which event, any and all procurement costs may be charged against the defaulting vendor. Any violation of these stipulations may also result in:
 - (a) Supplier's name being removed from the Purchasing Department's vendor mailing list.
 - (b) All State departments being advised not to do business with the supplier without written approval from the Division of Purchasing until such time as the supplier reimburses the University for all procurement and cover costs and advises the Division of corrective action taken to preclude recurrence of such failure to perform.
13. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at the destination location unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the vendor named on the purchase order until accepted by the University, unless loss or damage results from negligence by the University. The vendor named on the purchase order shall be responsible for filing, processing and collecting 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 delivering carrier's Bill of Lading.
 - (b) Report damage (visible and concealed) to the carrier and contract supplier, confirming such reports in writing, within 15 days of delivery, requesting that the carrier inspect the damage merchandise.
14. **INTERPRETATIONS/DISPUTES:** Any questions concerning solicitation conditions and specifications shall be directed in writing to the Purchasing Office for receipt no later than two (2) days prior to the solicitation opening. Inquiries must reference the date of solicitation opening and solicitation number. No interpretation shall be considered binding unless provided in writing by the University in response to a request in full compliance with this provision.
15. **NOTICE OF SOLICITATION BONDING 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 6C-18.055(3) and Rule 6C2-2.015(13) of the Florida Administration Code (FAC) shall post with the University at the time of filing the formal, written "Notice of Protest", a bond payable to the University in an amount equal to 10 percent of the total dollar amount of responder's response 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 FORMAL 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 response prior to their delivery, it shall be the responsibility of the successful responder to notify the university at once, indicating the specific regulation which required an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense at the University
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 responses received in

response hereto and shall govern any response 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 responder shall not constitute a cognizable defense against the legal effect thereof.

18. **PATENTS AND ROYALTIES:** The responder, 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 on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of any purchase order resulting from this solicitation, including its use by Florida State University. If the responder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the response price shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
19. **ADVERTISING:** In submitting a response, responder agrees not to use the results therefrom as a part of commercial advertisement.
20. **ASSIGNMENT:** Any Purchase Order issued pursuant to this solicitation and the monies which may become due hereunder are not assignable except with the prior written approval of the University.
21. **LIABILITY:** The responder shall hold and save Florida State University, its officers, agents, and employees harmless against claims by third parties resulting from the responder's breach of negligence in connection with any purchase order resulting from this solicitation.
22. **FACILITIES:** The University reserves the right to inspect the responder's facilities during normal business hours with prior notice.
23. **DISQUALIFICATION OF RESPONDER:** Only one response from an individual, firm, partnership, corporation or association under the same or different names will be considered. Reasonable grounds for believing that a responder is involved in more than one response for the same item will be cause for rejection of the highest response in which such responders are believed to be involved. Any or all responses will be rejected if there is reason to believe that collusion exists between responders. Responses in which the prices obviously are unbalanced will be subject to rejection.
24. **FLORIDA RESPONDER:** Florida State University shall give preference to responders located within the State when awarding contracts whenever the commodity can be provided at no greater expense than, and at a level of quality comparable to that obtainable from a responder located outside the State.
25. **POSTING OF SOLICITATION RESPONSE TABULATIONS AND NOTICE OF PROTEST:** A Response 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 Competitive Solicitation, 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 solicitation shall file a written "Notice of Protest" with the Director of Purchasing within 72 hours after the hour and date listed on the "Solicitation Response Tabulation" as the "Posting Time Date." A "Notice of Protest" is considered filed when it is received at the address listed on the front of the Acknowledgment Form. Failure to file a "Formal Protest" and the required bond under Rule 6C-18.055(3) FAC, and 6C2-2.015(13), within 10 days after filing the "Notice of Protest" shall constitute a waiver of proceedings under Section 120.57(3)(b), Florida Statutes.
26. **PRIDE:** It is expressly understood and agreed that articles available from the corporation identified under Chapter 946 F.S., which are the subject of, or required to carry out any purchase order resulting from this solicitation, shall be purchased from said corporation in the same manner and under the same procedures set forth in section 946.515(2), and (4), F.S.; and for purposes of this purchase order the person, firm, or other business entity carrying out the provisions of this purchase order shall be deemed to be substituted for the University insofar as dealings with such corporation are concerned.
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 prescribed by the Secretary of Labor are incorporated herein.
28. **PUBLIC RECORDS:** Any material submitted in response to this Competitive Solicitation will become a public document pursuant to Section 119.07, F.S. This includes material which the responder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.
29. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the solicitation response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. 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 competitive solicitation are the only conditions applicable to this solicitation and the responder's authorized signature affixed to the responder acknowledgment form attests to this.
30. **PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity, may not submit a response on a competitive solicitation with a public entity for the construction or repair of a public building or public work, may not submit responses on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted 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 unilateral cancellation of any purchase order resulting from this Competitive Solicitation.
32. **JURISDICTION:** Any purchase order or contract resulting from this Competitive Solicitation will be governed by and under the Jurisdiction of the Law and Rules of Florida and any provisions in conflict there with shall be void and of no effect.

NOTE: 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 COMPETITIVE SOLICITATION CONSTITUTE AN OFFER FROM THE RESPONDER.

INVITATION TO BID

The Florida State University Facilities Purchasing shall 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
4750 Collegiate Drive
Panama City, Florida 32405-1099

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

Project: **Building Demolition, Two Quad Buildings, Southwest Corner, Panama City Campus, FSU**
Bid Number **ITB – 5352-5**

Central Purchasing Agent: Dan Bull

Mandatory Prebid: **October 27, 2009**, at 10:00 a.m. local time (CST)

Location: **Quad Building, Southwest Corner, FSU, Panama City Campus**

Public Bid Opening: **November 5, 2009**, 2:00 p.m. local time (EST)
MLD Architects, Inc.
211 John Knox Road, Suite 105
Tallahassee, Florida

Bid Documents: The work includes two southwest Quad Buildings on the Panama City campus of Florida State University consisting of site fencing and security, concrete cutting, general building demolition and removal, general site clearing, underground utilities capping, demolition and removal and installation of mulch.

Contact Person: Randy Lewis, Project Architect
MLD Architects
211 John Knox Road, Suite 105
Tallahassee, Florida 32303