

**INSTRUCTION FOR COMPLETING
COMPETITIVE SOLICITATION ACKNOWLEDGEMENT FORMS**

The Competitive Solicitation 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 Mary Ward at fsusolicitation@admin.fsu.edu or Fax Attention: Mary Ward, (850) 644-8921.

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and may not be withdrawn within 45 days after such date and time.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.

FLORIDA STATE UNIVERSITY
Cellular Voice & Data Service, Equipment & Accessories
ITN-5341-5

I. GENERAL

The Florida State University is inviting Proposals from qualified firms for materials and/or services listed in this Invitation to Negotiate (ITN)

II. DEFINITIONS

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

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

ITN: Invitation to Negotiate.

III. SPECIAL CONDITIONS

1. Submission of Mandatory Forms: Proposers are required to return the ITN “Acknowledgment Form” with their proposal. The Acknowledgment Form shall be signed by a representative who is authorized to contractually bind the Proposer. Each person signing the Competitive Solicitation Form on behalf of his or her company warrants that he or she is duly authorized to do so. Before the start of the second phase of the ITN, the university reserves the right to require written documentation from the company’s CEO or CFO stating that the individual representing the company has been duly authorized to negotiate with the University, and that representations made by the company’s negotiator will be binding on the company, when the best and final offer is submitted for final evaluation.
2. Any addenda issued by the University to participating Proposers shall include an “Addenda Acknowledgment Form.” This form shall be signed by a company representative, dated and returned with the ITN response. Failure to return an “Addenda Acknowledgment Form” for any and all addendum issued for this ITN may be grounds for rejection of that Proposal.
3. Proposals shall submit their Proposals on or before the date and time, indicated on the ITN Acknowledge Form, with all “Cost and Service Quotes” sealed in a clearly identified envelope, to the following address: ***Florida State University Purchasing Department, A1400 University Center, Tallahassee, Florida 32306-2370, Attention: Mary Ward.***
4. Proposals shall submit all costs and services proposed in the format specified.
5. In accordance with s.119.071 (1)2.a., F.S., a competitive sealed reply in response to an invitation to negotiate, as defined in 6CR-2.015 is exempt from s.119.07(1) and s.24(a),

Art. 1 of the State Constitution until such time as the University provides notice of a decision or intended decision pursuant to BOR Regulation 18.002 or until 20 days after the final competitive sealed replies are all opened, whichever occurs first.

6. No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussion with any University employee. Only those communications which are in writing from the University Purchasing Department shall be considered as a duly authorized expression on behalf of the University. Also, only communications from Proposers which are signed and in writing will be recognized by the University as duly authorized expressions on behalf of the Proposer. 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 Chief Procurement Officer 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.
7. A Proposers written submission in response to the ITN shall be considered as the Proposers formal offer. The content of the ITN, the Proposers submission in response to the ITN, and resulting purchase order, shall be considered the entire agreement between the successful Proposer and the University.
8. Proposals 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.
9. A Proposals Tabulation which serves as the "Notice of Award" will be posted for review by interested parties on the University Purchasing Department Website (www.purchasing.fsu.edu)
11. Each Proposal shall be prepared simply and economically, providing a straight forward, concise delineation of the Proposers capabilities to satisfy the requirements of the ITN. Fancy binding, colored display and promotional material are not desired. However, technical literature, drawings, and pictures of proposed equipment should be included in the Proposal if appropriate. Emphasis in each Proposal must be on completeness and clarity of contents. In order to expedite the evaluation of Proposals, it is essential that Proposers follow the format and instructions contained herein.
12. Any amendments, alterations or modifications to the purchase order resulting from this ITN must be by change order issued by the Purchasing Department. The validity, construction, and effect of the purchase order shall be governed by the laws of the State of Florida. The University, as an agency of the State of Florida, is entitled to the benefits of sovereign immunity including immunities for taxation.

13. Under no circumstances shall the successful Proposers assign to a third party any right or obligation of successful Proposers pursuant to this Proposal without prior written consent of FSU. If the successful Proposer is, or during the term of the purchase order resulting from this ITN becomes, an individual on the payroll of the State of Florida, successful Proposer 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.
14. Any purchase order resulting from this ITN 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.
15. In the event of extension error(s) the unit price will prevail and the Proposers total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the proposer's total offer will be corrected accordingly. Proposers must check their Proposals for any such errors and state the discount(s) where applicable.
16. The Proposers point of contact for all matters relating to the ITN is:
Dan Bull, Florida State University Purchasing Department, A1400 University Center, Tallahassee, Florida 32306-2370, Voice (850) 644-9720, FAX (850) 644- 8921 or E-Mail: dbull@admin.fsu.edu . Written questions on this ITN must be submitted to Dan Bull. All requests for information must be in writing, and can be submitted by letter, fax, or e-mail.

Each Proposer shall identify in its submittal the single point of contact for all matters relating to the response.

17. Sealed Proposals will be accepted until the date and hour listed in the ITN "Acknowledgment Form, at the Florida State University Purchasing Department, A1400 University Center, Tallahassee, Florida 32306-2370, at which time a public opening will take place. **All Proposals shall be identified with the Proposals number clearly indicated on the outside of the parcel the Proposals in which the parcel arrives.** Proposals received after that date and time will be rejected.
18. The proposer shall not commence any work in connection with this agreement until all of the following types of insurance have been obtained and such insurance has been approved by the University. Nor shall the Proposer allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida. The purchaser shall be furnished proofed of coverage of insurance by certificates of insurance within 10 days after receipt of the Purchase Order and shall name the purchaser as an additional named insured.

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

A. **Workmen's Compensation Insurance**

The Proposer shall secure and maintain during the life of this agreement, Workmen's Compensation Insurance for all of his/her employees connected with the work of this project and, in case any work is sublet, the Proposer shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the proposer. Such insurance shall comply fully with the Florida Workmen's Compensation Law. In case, any class of employee engaged in hazardous work under this contract at the site of the project is not protected under Workmen's Compensation Statute, the Proposer shall provide and cause each subcontractor to provide, adequate insurance satisfactory to the purchaser, for protection of is employees not otherwise protected.

B. **Contractor's Public Liability and Property Damage Insurance**

The Proposer shall secure and maintain during the life of this agreement, COMPREHENSIVE GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE as shall protect him/her 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 himself/herself or by anyone directly or indirectly employed by him/her and the amounts of such insurance shall be the minimum limit as follows:

- (1) Bodily Insurance Liability: \$1,000,000 each occurrence
- (2) Auto Property Damage Liability: \$500,000 each occurrence
- (3) Property Damage Liability: \$1,000,000 each occurrence
- (4) Other Than Automobile: \$1,000,000 aggregate operations
\$1,000,000 aggregate protective
\$1,000,000 aggregate contractual

Insuring clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on any OCCURRENCE basis.

(5) XCU (Explosion, collapse, underground damage)-the contractor's liability Policy shall provide XCU coverage for those classifications in which they are excluded.

(6) Contractual Liability - work contracts - The contractor's liability policy shall cover such contracts when they are affected.

C. Subcontractor's Public Liability and Property Damage Insurance

The Contractor shall require each of his subcontractors to secure and maintain during the life of this contract; insurance of the type specified above and insures the activities of his subcontractors in his policy, as specified above.

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 re-procurement costs or the cost of cover pursuant to Rule 6C2-2.015(23) of the Florida Administrative Code
- (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 except as provided in the entitled or non-performance or machines or programming located outside the United States or Puerto Rico.
- D. The University may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. University Regulation 6C2R-2.015 governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the University. The rights and remedies of the University in this clause are in addition to any other rights and remedies provided by law or under the Contract.
1. The company submitting the response warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any legal or financial condition, that would in any way prohibit, restrain, or diminish its ability to satisfy its Contract obligations, should a contract be awarded. The company warrants that neither it nor any affiliate is currently on the convicted vendor list maintained by any other University, State, or the Federal Government. The Company shall immediately notify the University in writing if its ability to perform is compromised in any manner during the negotiation period or during the term of any Contract awarded pursuant to this ITN.
 2. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the University; provided, the Contractor assigns to the University any and all claims it has with respect to the Contract under the antitrust laws of the United States and the University. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the University expressly waives such secondary liability. The University may assign the Contract with prior written notice to Contractor of its intent to do so.
 3. Any dispute concerning performance of the Contract shall be decided by the University's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the Contractor files with the University a petition for administrative hearing. The University's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Florida Board of Governors Regulations. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the

parties may employ the alternative dispute resolution procedures outlined in Chapter 120. Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate University court in Leon County, Florida; in any such action, Florida law shall apply.

4. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from The FSU Office of the Vice President for University Relations, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the University as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the University in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representatives.
5. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals or invitations to negotiate shall be excluded from competing for such procurements.
6. It shall be a breach of ethical standards for any employee of the University or member of the University Board of Trustees to accept, solicit, or agree to accept a gratuity of any kind, form or type in connection with any contract for commodities or services. It shall also be a breach of ethical standards for any potential contractor to offer an employee of the University a gratuity of any kind, form or type to influence the development of a contract or potential contract for commodities or services.



**FLORIDA STATE UNIVERSITY
OFFICE OF TELECOMMUNICATIONS**

**INVITATION TO NEGOTIATE (ITN)
ITN 5341-5**

**MOBILE COMMUNICATIONS
(Cellular Voice & Data Service, Equipment, and Accessories)**

I. Program Overview

This solicitation is released as an Invitation to Negotiate (ITN) and is entitled, “Florida State University Mobile Communications.” The Florida State University (FSU) Office of Telecommunications (OTC), located in Tallahassee, Florida intends to negotiate a non-exclusive agreement(s) with qualified companies for mobile communications services.

A. PROGRAM #1 - Departmental Business (Corporate) Program: A program for cellular voice & data services, equipment and accessories that will be used to support FSU departments for official FSU business at the Tallahassee main campus and other FSU satellite campuses. As a business program, departments will pay for equipment and services through the University’s financial system with State of Florida budgeted funds and must therefore adhere to the governing laws of the University and State of Florida. Using this model, OTC acts as the billing agent and account manager in representing FSU’s intent and will therefore be considered the customer. Alignment and automation for billing files, call detail and reporting is considered essential to the success of the program. Additional provisions for the program should coincide with services, pricing and fulfillment timelines available to the private sector for voice and data services and instrumentation, such as cellular handsets, personal digital assistants/smart phones (blackberries, palm treos, windows mobile), and data cards. Any exceptions, exclusions, or limitations of the program, should be clearly defined. It is the desire of the University to contract services with a vendor based upon their ability to offer competitive services with compensation to the University.

B. PROGRAM #2 - Personal Use “Affinity” Program: A program for cellular voice & data services, equipment and accessories to support the needs of FSU’s students, employees, and alumni. With the personal program, the individual who signs up for services will make their own payment. Therefore, there are no associated University related rules/laws governing their use. We seek a non-exclusive contract with a vendor who will establish a discounted, revenue producing affinity-type program to fulfill all customer needs with compensation to FSU. The details of the program would be administered directly by the vendor to include sign-ups, marketing, billing, and customer aftercare.

NOTE: The OTC will focus its negotiations primarily on the Departmental Business Program.

II. Scope of Services

This ITN provides offerors with an opportunity to supply mobile communication services at Florida State University. Services requested include, but are not limited to the following: cellular voice and data service rate plans, equipment (handsets, data cards, PDAs/smart phones), accessories, features, future wireless data and voice products and service offerings, marketing support, monthly electronic billing, training, and an account representative and support.

III. Submittal Responses

Offerors must respond to each topic outlined below. When responding, list the question (include number format) followed by your answer in sequential order.

For Program #1: Departmental Business Program

A. Coverage and Site Equipment

1. Describe your company's ability to provide coverage in Tallahassee/Leon County and surrounding counties. Include areas of no coverage/known "dead zones" and how you would bring added network capacity for increased usage to the FSU campus if needed.

B. Equipment & Services

1. Describe the type of equipment and accessory program that would be offered to FSU OTC.
2. Describe the types of voice & data plans that would be offered to FSU OTC? Specify included and optional features on all plans.
3. FSU is evaluating the elimination of pager services, which satisfy unique needs at a low rate, such as auto-notification of system outages and on call technicians. What is your company's recommended solution?
4. What type of warranty do you provide on equipment and accessories? What is your warranty process?
5. How does your company handle early upgrades on equipment?
6. What types of demonstration equipment and active service plans would you provide to FSU OTC?
7. What type of value-added services could you offer the University that sets you apart from other service providers? For example, could you offer a "Star" number, or other integrated features with FSU OTC's current local service?
8. Describe your company's plans for next generation services such as video, phone applications, and entertainment.
9. Describe your company's ability to support the Apple iPhone.
10. Would your company be willing to present a non disclosure agreement to FSU in accordance with the Sunshine Laws of the State of Florida?

C. Account Management / Customer Service

1. How would you handle orders, repairs, technical support, and customer questions/issues? Include response times and associated fees with activation, deactivation, rate plan changes, equipment order, feature add/delete, and account inquiries.
2. Describe your plan for converting multiple customers from another carrier?
3. What is the notification processes for new or discontinued equipment and rate plans?
4. What is the process for handling lost or stolen equipment?
5. If a customer is dissatisfied with their equipment or service, how would your company support the FSU OTC? Does your company have a satisfaction guarantee program?
6. How would your organization train FSU OTC staff interfacing with customers?
7. How would you support FSU in billing research, submission of corrections, billing resolutions and other customer issues?

D. Discounts, Compensation and Revenue

1. What types of discounts, compensation, and/or revenue producing opportunities would you offer the FSU OTC?

E. Billing and Reports

1. Describe your billing process? Include time period options, level of details, format, available standard reports, etc.
2. What type(s) of electronic billing data and reports could you provide to FSU OTC?
3. What method(s) do you provide for the transference of electronic data to FSU OTC?

F. Marketing

1. FSU OTC is primarily responsible for marketing and communication to FSU Departments. What would your marketing plan be to support FSU OTC in its marketing efforts to Departments?

For Program #2: Personal Use “Affinity” Program

Note: Response to this program is optional. If you do not respond to this program, skip to Section IV.

- A. Describe your vision of a cellular service affinity program.
- B. What types of revenue opportunities would you offer the University?
- C. How would you address discounts on services and equipment to employees, students, and alumni?

IV. Proposals

The original proposal and all copies must be on 8 ½ x 11 text weight paper, using binding and tabs that will facilitate the distribution and evaluation of the proposals.

A. Response Format:

1. Submit one (1) original and (7) copies of the offerors’ proposal in hard copy form. Submit one copy of the proposal on CD or PC compatible disk, preferably in Word®, Excel®, or PDF format. The original response shall contain the original manual signature of the authorized person signing the proposal, and the electronic copy of the proposal.

Failure to include the original proposal response and all signed copies may be grounds for rejection of your proposal without further evaluation.

2. The original response, clearly marked original, and copies shall be in a standard size 3 ring binder or binders, tabbed and numbered as described below.
3. The response binders shall be provided in a carton or cardboard box. The outer carton of the response shall include the ITN number, name and due date.
4. Each offeror’s response shall include the information and required submittals described, **tabbed and numbered as shown below**, with all information appearing in the Tab in which it was requested.
5. Questions and requests for information may not be rearranged, regrouped, or divided in any way.
6. All information and required submittals requested SHALL BE in hardcopy and included in your written response. **Responses must not refer the University to electronic media such as websites, cd’s, disks, or tapes in order to obtain the required information or submittals.**

7. Failure to adhere to this condition may cause your response to be rejected without further evaluation.
 - i. Information submitted that is not requested by the University may be considered to be supplemental, not subject to evaluation by the committee members.
 - ii. If there is any information or required submittals which due to size or binding cannot be incorporated following the proper tab, the offeror must provide information following the numbered tab, telling the evaluator where the information can be found in the response.

B. Tabular Format

Responses shall be tabbed and headed exactly as outlined in each section, and the required information shall be provided in the section under which it was requested by FSU. Responding companies may not combine or reorganize the headings and/or requests for information, or indicate that the information will be included in another section.

1. Tab 1: A one or two page executive summary of each offerors' proposal, including brief descriptions of the company's expertise dealing with contracts of the size and scope described in the ITN, and how the offeror plans to address the University's vision for the project.
2. Tab 2: Completed and signed ITN acknowledgement form, and signed and completed acknowledgement forms for any addenda issued.
3. Tab 3: Contact name(s) and title(s) of the individual(s) responsible for the company's proposal during this ITN process. Also, include the contact name(s) titles of the Negotiation Team.
4. Tab 4: The financial statements of the company for the past three years. If the company is a division of a larger corporation, the statements must be submitted for the corporation as a whole AND for that division of the corporation.
5. Tab 5: Company Experience – Does this fit into your scope of expertise? Are you able to provide a list of higher education clients that you have serviced? Include a listing of three Higher Education clients and services provided similar in size and scope to the services described in the ITN.
6. Tab 6: Submittal Response to Topics from Program #1: Departmental Business Program. Primary Focus of this ITN. List the question (include number format) followed by your answer in sequential order.
7. Tab 7: Submittal Response to Topics from Program #2: Personal Use "Affinity" Program. Focus of this ITN. List the question (include number format) followed by your answer in sequential order. Secondary

C. Delivery of Proposals

The original and (7) copies shall be mailed to the University contact noted in Section IX. of the ITN. These copies must be received within the University Purchasing Office no later than **3:00 PM on August 11, 2009**. Emailed copies are not acceptable and shall be considered as an invalid response. It is the responsibility of the offeror to ensure that proposals are delivered to the Purchasing Office by that time. Proposals delivered after the due date and time may be considered if the offeror submitted the proposals to a delivery company on the preceding day and the University can independently obtain evidence of submission through the Web.

V. **Important Note Regarding Initial Written Response**

The determination of the companies selected for the short list with which negotiations will continue will be based on evaluation of the written response submitted. There will be no opportunity for presentations at this stage. Any response that does not provide complete, accurate, and detailed answers to each question, or which indicates the company prefers to defer providing complete details until a later stage in the process, may be declared non-responsive, and rejected without further evaluation.

VI. **Evaluation Process**

Proposals will be evaluated by the ITN Evaluation Committee to determine a short list of companies whose written response best addresses the University's priorities, as previously stated. As the best interests of the University indicate, after initial written responses have been evaluated, the following negotiation process will be utilized:

- A. The University may determine a short list of companies with whom to enter into simultaneous negotiations.
- B. If at the conclusion of the negotiation process, the University evaluation team feels that further evaluation of an offer is not needed and is unlikely to end in a contract award to the proposer, the proposer will be notified that his/her participation has been terminated.
- C. At the conclusion of this negotiation process, companies in whose offer the University is still interested will be asked to submit a written best and final offer, to memorialize all agreements reached during negotiations and to extend additional benefits to the University, if desired. An invitation to submit a best and final offer is not automatic.
- D. The negotiation process will stop upon submission of the "best and final" offers and companies will not be allowed to make further adjustments to their offer or communicate further with the University, except to respond to requests for clarification from the Committee.

- E. The final decision of the Evaluation Committee will be based upon the initial written response, negotiation sessions, and best and final offers. Such a decision may be subject to approval by the Senior Vice President for Finance and Administration.

VII. Authority to Negotiate

- A. Representatives of the offeror(s) selected to participate in oral negotiation(s) shall be first required to submit written authorization from the company CEO or CFO attesting to the fact that the company's lead negotiator is authorized to bind the company to the terms and conditions agreed to during negotiations and as contained in the offerors best and final offer. Such authorization will be requested immediately upon posting of the ranking or short list companies, and the provision of such authorization will be a prerequisite to continuation in the ITN process. The University will not enter into extensive contract negotiations with the selected offeror(s) after the negotiation process has been completed. If the University determines that a company awarded a contract based on this ITN does not honor all agreements reached during the negotiations, and as contained in the best and final offer, the University reserves the right to immediately cancel the award, and to place the company on the University's suspended vendor list.
- B. Company negotiators shall enter the negotiations prepared to speak on behalf of the offeror's company. The University reserves the right to immediately terminate negotiations with any company whose representatives are not empowered to, or who will not, make decisions during the negotiation session. Companies are reminded that the University may elect not to solicit a best and final offer from any company whose representative(s) have been unable or unwilling to commit to decisions reached during the verbal negotiation process.
- C. **Only representatives of the selected companies who are authorized to negotiate and initiate contracts shall be involved in negotiations.**

VIII. Company Questions

Preliminary questions relative to the ITN document and/or process may be submitted in advance by email to the FSU point of contact prior to the pre-negotiation conference.

Questions which cannot be answered at the conference, or questions that arise following the conference shall be submitted in writing no later than the day and time shown in the Calendar of Events (see Appendix A) as the last day to submit questions. FSU will respond to questions via an addendum that will be posted to the FSU Purchasing Department website: <http://www.purchasing.fsu.edu/vendor.html>. All postings referred to in this ITN will be posted electronically on this website. At all times it shall remain the responsibility of the company participating in the ITN to check the website for postings of addenda or short list or award decisions. No further notice will be given.

IX. Sole Point of Contact

The University's sole point of contact for all matters relating to this ITN is:

Dan Bull, Procurement Specialist
Purchasing and Receiving
Florida State University
University Center, Suite A-1400
Tallahassee, FL 32306
Phone: (850) 644-9720
Fax: (850) 644-8921
Email: dbull@admin.fsu.edu

Any individual associated with the company participating in this ITN who contacts any other University employee and/or Evaluation Committee member and/or University consultant supporting this project regarding any aspect of this ITN, who attempts to discuss the ITN with any representative of FSU other than the person designated as the sole point of contact, whether such contact be in person, telephone, or through electronic or written correspondence, may be determined to have violated the terms and conditions of this solicitation. If that determination is made, any proposal received from such an individual OR his or her company may be rejected as non-responsive, not subject to evaluation. If there are any changes or additions to the sole point of contact information at any time in the process, participating companies will be notified via an addendum to the ITN.

X. Interpretations / Disputes

Any questions concerning conditions and specifications shall be directed in writing to the FSU Purchasing Department, to the attention of the person designated as the sole point of contact, by the date and time outlined in the Calendar of Events (see Appendix A). No interpretation shall be considered binding unless provided in writing by the University in response to requests in full compliance with this provision. Any person who is adversely affected by the University's decision or intended decision concerning a solicitation or contract award and who wants to protest such a decision shall file a protest in compliance with Section 120.57(3)(b), F.S. Failure to file a protest within the time prescribed in Section 120.57(3)(b), F.S., and the bond required under Rule 6C-18.055(3) shall constitute a waiver of proceedings.

XI. Notice of ITN Protest, Bonding Requirement

Any person or company/business who files an action protesting a decision or intended decision pertaining to the ITN solicitation administered by the University pursuant to BOG and Florida State University regulations 6C2R-2.015, 13(b)2.

XII. Public Records

All materials submitted by a company in response to this solicitation, in whole or in part, are a public document pursuant to Section 119.07, Florida Statutes. This includes any material that the company might consider confidential or a trade secret. Any reference to confidentiality or restrictions on circulation or release of all or part of any proposal submitted, whether such reference is 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 conditions as stated in this solicitation are the only conditions applicable to this ITN, and the authorized signature of the company representative affixed to the acknowledgement form attests to this.

XIII. Acknowledgement Form

A form acknowledging certain requirements of the ITN is provided on the following page. This form must be completed by an officer of the company duly authorized to issue binding proposals. The failure to complete the form as required is grounds for disqualification of the offeror's proposal.

INVITATION TO NEGOTIATE
ACKNOWLEDGEMENT FORM

Florida State University Mobile Communications

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 vendor and that the vendor is in compliance with all requirements of the Invitation to Negotiate, including but not limited to certification requirements. In submitting a response to the Florida State University, the vendor offers and agrees that if the response is accepted and a contract issued, the vendor 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 vendor.

Company Name: _____

Address: _____

Address: _____

Address: _____

Authorized Signature (Manual): _____

Authorized Signature (Typed): _____

Corporate Charter No.: _____

F.E.I.D. No.: _____

Telephone: _____ **Fax:** _____

Toll Free: _____ **Email:** _____

Submit response to: Florida State University
Purchasing Department
1400A University Center
Tallahassee, FL 32306-2370

Note: In accordance with §119.071 (1)2.a., F.S. a competitive sealed reply in response to an invitation to negotiate, as defined in 6CR-2.015 is exempt from s.119.07(1) and s. 24(a), Art. 1 of the State Constitution until such time as the University provides notice of a decision or intended decision pursuant to BOR Regulation 18.002 or until 20 days after the final competitive sealed replies are all opened, whichever occurs earlier.

XIV. Non-Mandatory Pre-Proposal Conference

- A. FSU will conduct a Pre-Proposal Conference **July 27, 2009 at 1:30pm**, on the first floor of the Rod K. Shaw Building, 644 West Call Street, Room 150, Tallahassee, FL 32306-1120.. Due to the nature of parking at FSU it is highly recommended that attendees arrive approximately 1 hour before the start of the Pre-Proposal Conference. Attendees should follow all University parking regulations. If you have questions as to where or how to park on campus, please contact University Parking Services at (850) 644-5278.
- B. Any person requiring special accommodations should contact Mrs. Joanne Mallardi at (850) 644-9195 or <mailto:mallardi@otc.fsu.edu>.
- C. While FSU believes that it is important to attend the Pre-proposal Conference in person the University will welcome participation by teleconference as well. If an offeror wishes to participate by teleconference, the offeror should contact Mrs. Joanne Mallardi at (850) 644-9195 or <mailto:mallardi@otc.fsu.edu> at least twenty-four hours before the start of the conference. This will ensure that the conference bridge is capable of fully supporting the requirements of offerors. It will also permit the University to email conference materials and presentations to attendees.

XV. Right to Make Multiple Awards, etc.

The University reserves the right to make multiple awards, including within each program upon consideration of ITN responses. The University also reserves the right to reject all proposals or cancel the ITN process at any point. Offerors shall be totally responsible for all costs incurred in the preparation of proposals or participation in this ITN process.

XVI. Evaluation Criteria

Please note that the ITN process does not require the University to award based upon the lowest bid. This is an interactive process and the “best and final” offer of the proposer will be evaluated based upon the following criteria:

- A. Ability of the offeror to provide services as specified in this ITN
- B. Ability of the offeror to provide discounts, compensation, and revenue producing opportunities to FSU OTC

APPENDIX A – CALENDAR OF EVENTS

<u>Task</u>	<u>Date</u>
FSU Releases ITN	Thursday, July 16, 2009
Pre-Proposal Conference (non-mandatory) Rod K. Shaw Building, Room 150	Monday, July 27, 2009 @ 1:30pm
Last Day for Vendor Questions	Thursday, July 30, 2009
Addenda Release if Necessary with Answers to Questions	Tuesday, August 4, 2009
ITN Proposal Due Date	Tuesday, August 11, 2009 by 3:00pm
FSU and Committee Reviews of Proposals, start	Wednesday, August 12, 2009
FSU Posts Short-listed Proposals	TBA
Negotiations with Finalists, start	TBA
Best and Final Offers Due	TBA
Committee Reviews Best and Final Offers	TBA
FSU Posts Intent to Award, on or about	TBA