

**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](mailto:fsusolicitation@admin.fsu.edu) or Fax Attention: Mary Ward, (850) 644-8921.

SOLICITATION NUMBER		UNIVERSITY DATE OF ISSUE		FLORIDA STATE UNIVERSITY <b>COMPETITIVE SOLICITATION</b> ACKNOWLEDGEMENT FORM			
SOLICITATION TITLE							
RESPONSES WILL BE OPENED AT				<b>SUBMIT RESPONSES TO</b> FLORIDA STATE UNIVERSITY <b>PURCHASING DEPARTMENT</b> A1400 UNIVERSITY CENTER <b>TALLAHASSEE, FLORIDA 32306-2370</b> (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and may not be withdrawn within 45 days after such date and time.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:				AUTHORIZED SIGNATURE (MANUAL)			
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 (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, College of Medicine Invitation to Negotiate (ITN)  
ITN 5367-A  
Videoconference Endpoint Project**

Summary

The Florida State University College of Medicine, hereinafter referred to as the Med School, has six regional campuses, one remote site and a main campus that consist of 11 video conference rooms/endpoints. Audio visual equipment in each room, including video conference CODECs, cameras, AV routers, etc., will be upgraded. Additionally, the Med School intends to upgrade existing AV equipment and install video conference equipment in three new rooms; two at the main campus and one remote site, thereby bringing the total number of video conference enabled rooms for the Med School to 14. The Med School has and intends to use Crestron and Tandberg hardware. New equipment and labor associated with upgrades will be provided by an AV Integrator, which will be chosen by the Med School through a procurement method..

The Med School requires the assistance of an audio visual engineering and control system programming company, hereinafter AV Consultant, to assist the school with its efforts to 1) assess its current AV systems and provide recommendations, 2) develop design specifications for enhancements to the current AV system, 3) work with FSU Purchasing to develop a bid proposal, contract documents, etc. for the selection of an AV integrator, 4) assist as a committee member in the bidding and contract award process for the AV integrator, 5) manage the project and AV integrator and 6) develop the specifications for and implement the software the control system GUI. Additional details about the AV Consultant's role are provided within this document. The Med School will acquire the AV Consultant's services through an Invitation to Negotiate (ITN). In responding the ITN, respondents should consider the scope of work outlined in the Elements of the AV Consultant's Project section of this document.

***Elements of the AV Consultant's Project***

***AV Infrastructure and Acoustics***

During the AV Assessment and Recommendations Phase, it is not expected that all regional campuses will need to be visited. However, main campus rooms and the Tallahassee regional campus are to be evaluated onsite. The auditorium at the main campus requires an extensive evaluation of existing acoustics, which is to include the use of audio measurement instruments. It is expected that existing speakers and audio systems need to be modified to improve acoustical conditions. AV Consultant will provide recommendations and drawings to illustrate and resolve existing problems.

Med School staff will provide electronic documentation including floor plans, “as-built” drawings, pictures and video, and equipment lists for all locations. It is expected that overall infrastructure changes will be minimal. AV Consultant will provide a brief report summarizing each type of space and make general recommendations for lighting, acoustics, and infrastructure changes.

### ***Travel***

The ITN describes general AV requirements for 14 rooms spread across eight cities in the state of Florida. Because of the quantity of AV spaces and sites, it is assumed the following trips will be required:

**Tallahassee:**

AV Assessment and Programming Phase

- Initial Project Kick-off Meeting and Program Verification Visit
- Evaluation of Tallahassee-based rooms

Contract Document Phase

- Owner Review Meeting at 85% Design Effort

AV Bidding/Contract Award Phase

- Pre-Bid Meeting

Contract Administration and Software Programming

- AV Integrator Kick-Off Meeting
- Onsite Software Loading and Commissioning
- Site Prototype Checkout
- Initial Checkout
- Final Verification
- User Training & Project Closeout Meeting

**Orlando:**

Contract Administration and Software Programming

- Onsite Software Loading and Commissioning
- Final Verification

**Sarasota:**

Contract Administration and Software Programming

- Onsite Software Loading and Commissioning
- Final Verification

**Ft. Pierce:**

Contract Administration and Software Programming

- Onsite Software Loading and Commissioning
- Final Verification

**Daytona Beach:**

Contract Administration and Software Programming

- Onsite Software Loading and Commissioning
- Final Verification

**Immokalee:**

AV Assessment and Programming Phase

- Program Verification Visit (no existing system)

Contract Administration and Software Programming

- Onsite Software Loading and Commissioning
- Final Verification

- Marianna:** Contract Administration and Software Programming
- Onsite Software Loading and Commissioning
  - Final Verification

Any additional trips deemed necessary by the Med School will be considered additional services as described herein. Respondents shall include travel expenses as part of their proposal. Additional trips will not be authorized without approval of the Med School or FSU Purchasing. *If the Purchasing Department authorizes additional costs, no action shall be taken by the vendor until a written change order, signed by the Director of Purchasing, has been sent to the vendor. Failure of the vendor to obtain a change order prior to rendering services or providing goods shall result in no payment being made to the vendor.* Approved travel expenses must be in accordance with and submitted in compliance with S.112.061 Florida Statutes (F.S.).

### **AV Systems**

There are essentially five system types involved in the scope of this project as follows:

- One auditorium (Tallahassee)
- One lecture hall (Tallahassee)
- Three conference rooms (Tallahassee)
- Seven classrooms (location varies)
- Two remote sites (location varies)

AV Consultant will produce complete AV system designs (floor plans, line diagrams, specifications, typical and conceptual plan drawings and system narratives, etc.).

#### **I. AV Assessment and Recommendations**

- A. Review all available project information including equipment lists and “as-built” drawings for all existing systems.
- B. Conduct one (1) meeting with the Med School in Tallahassee, Florida to establish the general functional requirements desired for the AV systems, tour existing spaces, and take acoustical measurements of the auditorium and lecture hall.
- C. Create a report of recommendations to include:
  1. Functional narratives for each system type including an assessment of existing AV hardware and software.
  2. Infrastructure analysis and necessary changes as required for each system type.
  3. Acoustical recommendations for each system type.
  4. Lighting recommendations for each system type.
  5. AV budgets for each system type.

## **II. Design Development**

- A. Create preliminary system drawings for auditorium and lecture hall spaces.
- B. Create preliminary conceptual drawings and system narratives for conference rooms and classrooms.
- C. Prepare prototypical control system graphical user interface (GUI) design for each room type.

## **III. Contract Document Phase**

- A. In accordance with the approved AV program report, prepare AV system hardware designs including system line diagrams, equipment rack layouts, plate and panel details, and other related system details for the auditorium and lecture hall systems. Also in accordance with the approved AV program report, prepare documentation including general system narratives, AV plan sketches, and “as-built” mark-ups, as required, to communicate the functional intent of the required AV system upgrades for the conference room and classroom systems.
- B. At 85% completion of system designs, review detailed design drawings, AV specifications, equipment selections, narratives, sketches, and final budget estimates with the Med School in Tallahassee, Florida for approval.
- C. Incorporate Med School comments into 100% AV system design documents.
- D. Prepare control system GUI design for each typical room type.
- E. Review control system GUI design and control philosophy with the Med School via web conference or videoconference.
- F. Develop customized AV control system programs for each unique room type, including logic to provide control of GUI flow and framework for specific device programming to be incorporated in Construction Administration phase.
- G. Incorporate Med School comments into control system GUI design.
- H. Provide complete AV systems documentation as described above, to the Med School for solicitation of bids from qualified AV system contractors.
- I. Participate in conference calls as required.

## **IV. AV Bidding/Contract Award**

- A. Work with the Med School and FSU Purchasing to assist in the preparation and distribution of bid packages to all interested AV integrators.
- B. Help FSU Purchasing to conduct an onsite AV pre-bid meeting to be held at the College of Medicine main campus in Tallahassee, Florida.
- C. Help FSU Purchasing review written questions from bidders and provide written responses and prepare document addenda, if required.
- D. Work with FSU Purchasing to review bids, prepare a bid summary analysis, and recommend an AV integrator for award.

- E. Participate with FSU Purchasing in AV integrator interviews via conference call to review each bidder's qualifications, proposed team, experience, etc, and make a recommendation for award.
- F. Participate along with FSU Purchasing in conference calls as required.

**V. Construction Administration and Software Programming**

- A. Conduct a kickoff meeting in Tallahassee, Florida with the successful AV integrator to review the project schedule, submittal requirements and project process.
- B. Provide ongoing AV system coordination and review/comment on RFIs, change orders, pay requests, and weekly AV integrator reports.
- C. Review the AV integrator's shop drawing submittals for compliance with the contract documents. Prepare notes as necessary for corrections/ modifications to shop drawings.
- D. Add device specific programming and logic to AV control system programs for each unique room type developed in AV CD phase.
- E. Provide the AV integrator with information for the proper configuration of key control devices, including internal bus addresses and preliminary IP addressing schemes.
- F. Perform a site checkout in Tallahassee, Florida of a prototypical AV system installation to evaluate building integration issues and AV functionality prior to integration of remaining systems. Create a punch list of items that do not meet specification requirements.
- G. Review the AV integrator's performance test reports.
- H. Perform a full system site checkout of all AV systems on the main campus in Tallahassee, Florida. Create a punch list of items that do not meet specification requirements.
- I. Make a single site visit to each location to load software and commission all AV systems at that site. Med School existing Crestron RoomView application shall work with new software code. Crestron processors and relevant code shall also be accessible using Crestron's web browser-based eControl.
- J. Perform final checkout of all AV systems. Create a punch list of items that do not meet specification requirements.
- K. Create a user's guide for the AV touch panels as a leave-behind reference for system users for each system type.
- L. Review the AV integrator's project record documents submittal package—as-built drawings, final equipment lists, etc—for compliance with the contract documents. Prepare notes as necessary for corrections/modifications to this package.
- M. Upon successful completion of all contractual requirements, facilitate handoff of all AV system record documents and conduct an AV project closeout meeting with the

Med School to review full system functionality, documentation, and system warranty process.

- N. Within 30 days after final acceptance of programming the Med School shall provide to the AV Consultant in writing any requested software changes. Within 30 days of receipt of the request, the AV Consultant shall provide up to 4 business days of changes to the user interface and/or control programming.
- O. Provide warranty software support services for one year, beginning the first day of beneficial use of the systems. During the warranty period, the successful AV Consultant shall:
  - 1. Provide telephone support within four business hours of a call requesting software support. Business hours are 9 a.m. to 5 p.m., Eastern Time, Monday through Friday.
  - 2. Provide software support via VPN access within one business day of a call requesting software support for any issues not resolved via phone support.
  - 3. Provide on-site support within three business days of a call requesting software support that was not corrected by telephone or VPN support.
  - 4. Correct any software deficiencies related to AV Consultant-authored code within one business day of on-site service. Please note that this warranty service applies only to the detection and remedy of deficient code. Troubleshooting services that ultimately determine a non-code related issue are not covered under this warranty.
- P. Upon successful completion of these services and satisfactory final payment, the AV Consultant will provide an electronic copy of all software specific to this project to the Med School along with a nontransferable license to all software for the Med School's use solely in connection with the maintenance and modification of these systems. All copies of the software shall remain in control of the Med School. Warranties relating to the software will apply only to the original, unmodified software, as provided by the Programmer at the end of the project.
- Q. Attend conference calls as required.

## **VI. Additional Services**

Work covered under additional services will be performed in coordination with and only as authorized by the Med School and FSU Purchasing. If the Purchasing Department authorizes additional costs, no action shall be taken by the vendor until a written change order, signed by the Director of Purchasing, has been sent to the vendor. Failure of the vendor to obtain a change order prior to rendering services or providing goods shall result in no payment being made to the vendor. This work may include, but is not limited to, the following:

- A. Make additional trips beyond those identified in the Summary of the Project section above.
- B. Provide AV system contract documents and construction administration services for systems beyond those noted in the ITN.

- C. Perform software programming services for spaces/systems beyond those identified above. Fees for programming additional spaces/systems will be provided per written authorization at standard hourly rates.
- D. Perform software programming services to account for inconsistencies in specific spaces/systems that do not conform to one of the four system types identified in the Summary of the Project section above.
- E. Make software upgrades beyond those identified in Item V Paragraph N above. Proposals for additional upgrades will be provided per written authorization at standard hourly rates.
- F. Provide warranty software support beyond the one-year warranty period. At the conclusion of the warranty period, the AV Consultant will supply the Med School with a proposal for ongoing software support.
- G. Provide ongoing technology management consulting or on-site operational management for AV systems after project close-out. These services, if requested, will be offered under a separate proposal.
- H. Perform work in addition to that covered above under basic services.

**VII. Fee Structure**

- A. AV Consultant shall be paid for our work, not including expenses, as set forth below:

<b>Phase</b>	<b>AV System Consulting/ Design and Acoustics</b>	<b>AV Software Programming</b>	<b>Phase Totals</b>
I. AV Assessment and Programming			
II. Design Development			
III. Contract Document Phase			
IV. Contract Bidding/Award			
V. Contract Administration			
VI. Software Programming			
<b>TOTALS</b>			

- B. Additional services (Item VI) will be provided on an hourly basis at standard AV Consultant rates in place at the time of the request. Additional services will only be provided upon written approval by the Med School.
- C. Expenses incurred in the performance of basic and additional services are to be incorporated into proposed charges.

### **VIII. Conditions and Limitations**

- A. The Med School will provide the AV Consultant complete information about the project including current design CAD files, prints, specifications, etc, and advise the AV Consultant of any changes affecting its work as soon as possible upon consideration of the changes.
- B. The AV Consultant is not responsible for errors and omissions in drawings and/or data provided by the Med School.
- C. Invoices will be prepared in accordance with work performed and will be due net 40 days.
- D. During site visits, AV Consultant will observe the progress and results of the work and attempt to determine if the results of the AV contractor's work are in accordance with the drawings and specifications. Performance of the contractor is not guaranteed nor is it guaranteed that spot observation of the work will reveal or uncover any or all discrepancies. The AV Consultant is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, or for any safety precautions in connection with the work.
- E. The AV Consultant warrants his services under this proposal to be exercised in a manner consistent with that level of care and skill ordinarily exercised by members of the AV Consultant's profession currently practicing in his locality under similar conditions. No other warranty, either expressed or implied as to the results to be achieved as a consequence of this project, is made.
- F. The AV Consultant's liability to the Med School relating to this agreement or to the AV Consultant's services under this agreement, except in cases of gross negligence, shall not exceed the aggregate of the AV Consultant's total fee for services under this agreement.
- G. The Med School reserves the right to terminate its relationship with AV Consultant at anytime. AV Consultant will be compensated for work performed in accordance with the terms and scope of work outlined and agreed upon.

### **IX. Evaluation Criteria**

The submitted ITN's will be evaluated on the following criteria

- A. Company experience
  - 1. Project management experience

2. Previous project experience involving classrooms, auditoriums, conference rooms and other similar rooms.
  3. Crestron hardware, touchpanel and Room View programming experience
- B. Titles and qualifications of project team, including:
1. Project Manager
  2. System Engineer
  3. Software Development Leader
- C. Meeting specified requirements
- D. Methods of evaluating acoustics in lecture hall (room 1200) and auditorium (room 1400)
- E. Costs for each phase
- F. Ability to be bonded
- G. Timelines – develop reasonable time periods

**PLEASE NOTE:**

**The company awarded a contract pursuant to this Invitation to Negotiate will not be eligible to participate in the competitive solicitation to secure the equipment and installation. The Florida Board of Governor’s Regulation 18.001 and FSU Regulation 6CR-2.015 state:**

*Vendors Excluded from Competition: 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 or proposals or invitations to negotiate shall be excluded from competing for such procurements.*

## Proposals

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

### **Response Format:**

- Submit one (1) original and four (4) 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.*
- 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.
- 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.
- 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.
- Questions and requests for information may not be rearranged, regrouped, or divided in any way.
- All information and required submittals requested SHALL BE in hardcopy and included in your written response. *Responses shall not refer the University to electronic media such as websites, cd's, disks, or tapes in order to obtain the required information or submittals.*
- Failure to adhere to this condition may cause your response to be rejected without further evaluation.
  - Information submitted that is not requested by the University may be considered to be supplemental, not subject to evaluation by the committee members.
  - 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.

## **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.

- Tab 1: A one or two page executive summary of each offeror's 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.
- Tab 2: Completed and signed ITN acknowledgement form, and signed and completed acknowledgement forms for any addenda issued.
- Tab 3: Contact name(s) and title(s) of the individual(s) responsible for the company's proposal and negotiation during this ITN process. Please provide the qualifications of the project team including, Project Manager, Systems Engineer, and Software Developmental leader of applicable.
- 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 should be submitted for the corporation as a whole AND for that division of the corporation.
- Tab 5: Company Experience – Does this fit into your scope of expertise? Are you able to provide a list of higher education clients or other clients that you have serviced? Include information on the sizes (dollar volume) of contracts you've completed. Also provide the following information:
  - Project management experience
  - Previous project experience involving classrooms, auditoriums, conference rooms and other similar rooms.

- Crestron hardware, touch panel Tandberg video conference equipment and Room View programming experience

Educational, Government, or Public/Private Account Experience – If applicable, please provide your experience with consulting and contracts for these services within the one of these environments. Summarize your experience and provide details with customer contact information. Please include a list of 4 (four) similarly completed projects to include as a minimum:

- A brief description of the project
- The client name
- Contact name
- Contact telephone number
- Total Consulting Fee
- Project Cost

## **Response Specifications**

Specifically, the College of Medicine asks that the respondents provide a statement regarding each of the following:

1. Company Contact Information/History – Provide company name and contact person. Include address, phone numbers, fax, email, etc. Provide a brief company history.
2. Vendor Relationships - Please provide any vendor relationships that your organization may have. Do you have partnerships with vendors or receive remuneration of any kind or finder's fees from vendors?
3. Conflicts of Interest - Do you sell hardware, software, or provide ongoing operational outsourcing for installed systems? Please Explain.
4. Consulting Team - How would perform the work? Is the staff that would perform the consulting services permanent full-time staff? How many years of experience does the staff have with your organization and in this field? Include resumes of staff that will directly compose the consulting team. Resumes must include years of industry experience, years with the company, and education.

5. Subcontractors - Would you plan on using any subcontractors in the performance of the work? Please explain.
6. Certifications – Provide a list of industry certifications held by team personnel that pertain to the scope of work.
7. Years in Business – How many years have you been in business?
8. Insurance – FSU requires the following insurance limits for contractors working on campus.
  - Bodily Injury Liability- \$1,000,000 each accident
  - Auto Property Damage Liability -\$500,000 each accident
  - Property Damage Liability-\$1,000,000 each accident (Other than automobile)

\$1,000,000 aggregate

\$1,000,000 aggregate protective

\$1,000,000 aggregate contractual

Provide your companies levels of coverage for each of the above as well as the following:

  - Errors and Omissions Coverage
9. Proof of Insurance – Provide proof of insurance for all of the above specified types and limits in the form of original Certificates of Insurance. In lieu of original certificates, copies of the actual policies may be furnished.
10. Pricing Structure –
  - a. Provide your company rates and pricing structure for typical consulting services as outlined in this ITN. Please do not provide a price range but provide specific rates and a costs break down for each phase.
11. Reports and Other Deliverables - Describe in detail the types of reports and other deliverables that FSU will receive based on the outcome of the work.
12. Provide a detailed method of evaluation acoustics in lecture hall (room 1200) and auditorium) room1400).

13. Provide a timeline that is reasonable for this project.

## **Delivery of Proposals**

The original and four (4) copies shall be mailed to the University contact noted in Section 10.0 of the ITN. These copies must be received within the University Purchasing Office no later than **3:00 PM on January 5, 2010**. 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.

## **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.

## **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:

- The University may determine a short list of two or more companies with whom to enter into simultaneous negotiations.
- 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.
- 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.
- 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.

- 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.

### **Authority to Negotiate**

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.

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.

**Only representatives of the selected companies who are authorized to negotiate and initiate contracts shall be involved in negotiations.**

### **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-proposal 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.

## APPENDIX A – CALENDAR OF EVENTS

<u>Task</u>	<u>Date</u>
FSU Releases ITN	Monday, 12/07/2009
Pre-Proposal Conference Place to be determined.	Tuesday, 12/15/2009, 9 – 11AM
Last Day for Vendor Questions	Friday, 12/18/2009
Addenda Release if Necessary w/ Answers to Questions	Tuesday, 12/22/2009
<b>Note: Please note, due to the University’s Winter Break, offices will be closed starting 5 p.m. 12/24/2009 through 8 a.m. 1/4/2010.</b>	
ITN Proposal Due Date	Tuesday, 01/05/2010, 3PM
FSU and Committee Review of Proposals	Friday, 01/08/2010
FSU Posts Short-listed Proposals	Wednesday, 01/13/2010
Negotiations with Finalists, start	Tuesday, 01/19/2010
Best and Final Offers Due	Friday, 01/22/2010
Committee Reviews Best and Final Offers	Tuesday, 01/26/2010
FSU Posts Intent to Award, on or about	Friday, 01/29/2010

# **FLORIDA STATE UNIVERSITY INVITATION TO NEGOTIATE COLLEGE OF MEDICINE 2009 VIDEO CONFERENCE UPGRADE**

## **INSTRUCTIONS, DEFINITIONS, PROCEDURES, SPECIAL TERMS AND CONDITIONS**

### **I. GENERAL**

The Florida State University on behalf of the College of medicine (FSU or the University) is inviting qualified Firms to submit competitive Responses leading toward negotiation of a Contract for its Video Conference Upgrade.

### **II. DEFINITIONS**

1. **Contract:** The legally enforceable Agreement, if any, that results from this ITN process. The Contract shall be reduced to writing substantially in the form included in the best and final offer submitted during negotiations.
2. **ITN:** Invitation to Negotiate.
3. **Participating Firms:** Those entities that submit responses and participate in the ITN process.
4. **Response:** The written or other submissions by Participating Firms in response to the ITN.
5. **Sole Point of Contact:** The FSU employee in its Purchasing Department to whom Participating Firms shall address any questions regarding the ITN process.
6. **Successful Firm:** The highest ranked Participating Firm with whom negotiations successfully result in a Contract.

### **III. ITN PROCEDURES**

1. **Participation:** Participation by a Participating Firm in this ITN process constitutes acceptance of all terms and conditions set forth herein and in the ITN.
2. **Mandatory Forms:** Participating Firms are required to return the ITN "Acknowledgment Form" with their Response(s). The Acknowledgment Form shall be signed by a representative who is authorized to contractually bind the Participating Firm.
3. **Addenda:** The University reserves the right to issue addenda reflecting changes to the ITN, including specification. Such addenda, if any shall be sent to all Participating Firms so that each is given the opportunity of submitting Responses to the same specification.

Any addendum issued by the University to participating Firms shall include an “Addendum Acknowledgment Form,” signed and dated by a Participating Firm representative and returned with the ITN response. Failure to return an “Addendum Acknowledgment Form” for any and all addenda issued for this ITN may be grounds for rejection of that Response.

4. Responses: Participating Firms shall submit their Responses on or before the date and time indicated in the “Calendar of Events” in the ITN to the address listed on the “ITN Acknowledgement Form.” Participating Firms shall submit all costs and services in the format specified. A Participating Firm’s written submission(s) in response to the ITN shall be considered as a firm’s formal offer for the purpose of Contract negotiations. Any Response which fails to meet the mandatory, functional, cost or contractual requirements stated in the ITN shall be rejected. The University reserves the right to waive minor irregularities in Responses, defined as those that have no adverse effect on the University’s interests, will not affect monetary amounts in the Responses and will not give a Participating Firm an advantage or benefit not enjoyed by another Participating Firm. Each response shall be prepared simply and economically, providing a straightforward, concise delineation of the Participating Firm’s capabilities to satisfy the requirements of the ITN. Fancy binding, colored displays and promotional material are not desired. However, technical literature, drawings, and/or explanatory photographs or images are permissible where applicable. Emphasis in each Response must be on completeness and clarity of contents. In order to expedite the evaluation of responses, it is essential that firms follow the format and instructions contained herein. In accordance with §S119.071 (1)2.a.,F.S. Florida Statutes, the University may limit public access of Responses to a competitive solicitation until after the notice of a decision is posted or until 20 days after the competitive solicitation display, whichever occurs first.
- 5 Communications: No negotiations, decisions, or actions shall be initiated or executed by the Participating Firm as a result of any discussion with any University employee. If any contact of any sort related to this ITN is made by the Firm to any University employee, this will be grounds for disqualification of the proposal. 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. Only communications from Participating Firms which are signed and in writing will be recognized by the University as duly authorized expressions on behalf of the Participating Firm. A Participating Firm may not consider any verbal instructions as an official expression on the University’s behalf. Only written communications, issued by the University’s Sole Point of Contact shall be considered valid. Any questions concerning conditions and specifications must 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.

- 6 Deadlines / Locations: The deadline for receiving sealed Responses is listed in the “Calendar of the Events” of this ITN. The completed Response must be delivered to the:

Attention: Mary Ward

Florida State University Purchasing Services Department

A1400 University Center,

Tallahassee, Florida 32306-2370.

Delivery to any other location is not acceptable and shall be grounds for rejection of the response. Sealed Responses will be accepted until the date and hour listed in the Calendar of Events Responses received after that date and time will be rejected. Faxed responses will not be accepted.

- 7 ITN Sole Point of Contact: Participating Firms’ Sole Point of Contact for all matters relating to the ITN is:

James C. Johnson

Florida State University Purchasing Services Department,

A1400 University Center,

Tallahassee, Florida 32306-2370,

Voice (850)644-6850, FAX (850)644-8921 or

E-Mail: [jcjohnson@admin.fsu.edu](mailto:jcjohnson@admin.fsu.edu).

Preliminary questions relative to the ITN document and/or process may be submitted in advance by email to the FSU Sole Point of Contact. Questions that arise must be submitted in writing no later than the day and time shown in the Calendar of Events 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/VendorInfo.html>. All postings referred to in this ITN will be posted electronically on this website. At all times it will 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. Only representatives of the selected companies who are authorized to negotiate and initiate contracts will be involved in negotiations as defined above in the **AUTHORITY TO NEGOTIATE** section above.

Any individual associated with the company participating in this ITN who contacts any other University employee and/or Evaluation Committee member 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.

- 8 Posting of the Award: The “Posting of Award” will be posted for review by interested parties at the University Purchasing Department on or before 8:00 a.m. on the day noted in the “Calendar of Events” area of this ITN.
  
- 9 Authority to Negotiate: Representatives of the Successful Firm(s) selected to participate in negotiation(s) shall be first required to submit written authorization satisfactory to the University attesting 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 Firm’s best and final offer. Such authorization shall be requested immediately upon posting of the ranking of finalist(s), and the provision of such authorization shall be a prerequisite to continuation in the ITN and negotiation process. 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. 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. The University shall not enter into extensive contract negotiations with the selected finalist(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 aspects of the agreement reached during the negotiations in the best and final offer, the University reserves the right to immediately cancel the award.
  
- 10 Notice of Protest / Protest Bond: Any person who is adversely affected by the University’s decision or intended decision concerning the ITN or its specifications may file a Notice of Protest in accordance with and as set forth in 6C2R-2.015(17) Florida Administrative Code. Any Notice of Protest based on the specifications / requirements of the ITN or the “Posting of Award” must be delivered to the University Purchasing Department no later than 72 hours following the close of business, to-wit, 5:00 p.m., EDT on the date of that event as listed in the “Calendar of Events” area of this ITN. Failure to file a Notice of Protest within the time prescribed under Rule 6C2R-2015(17), Florida Administrative Code shall constitute a waiver of such proceedings. Any person or entity

who files an action protesting a decision or intended decision pertaining to the ITN pursuant to 6C2R-2015(17) FAC and 6C2R-2015(1362, will post with the University at the time of filing the formal written protest, a bond payable to the University in an amount equal to ten percent of the total monetary amount of the contract or \$10,000, whichever is less, which bond will be conditioned upon the payment of all costs which may be adjudged against the protesting party 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, in either case, accept a cashier's check or money order in the amount of the bond. Failure to provide the appropriate bond required under Rule 6C2R-2015(17), Florida Administrative Code at the time of filing the formal written protest shall result in a denial of the protest and constitute a waiver of further proceedings. 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 Regulations 18.002. Violation of this provision may be grounds for rejecting a response.

#### IV. SPECIAL CONDITIONS

1. **Governing Law:** The laws of the State of Florida shall govern validity, construction, and effect of the Contract. The University, as an agency of the State of Florida, is entitled to the benefits of sovereign immunity including immunities for taxation. Any Contract resulting from this ITN shall be governed and construed according to the laws of the State of Florida, without regard to its choice of law provisions. Venue for any dispute arising out of the Contract shall be in Leon County, Florida, and the Successful Firm waives all objections to jurisdiction and venue of such courts.
2. **Assignment:** Under no circumstances shall the Successful Firm assign to a third party any right or obligation pursuant to this ITN or the Contract without prior written consent of the University.
3. **Retention of Records, Public Records:** The Successful Firm will maintain all records related to the ITN and the Contract for no less than (5) five years and make such records available to FSU or an authorized auditor of the University or State of Florida for no less than five years after the termination of a Contract resulting from this ITN. The University has the right to review all records of the Successful Firm pertaining to the Contract, which will be subject to immediate and unilateral cancellation by the University due to failure by the Successful Firm to provide open access to Contract records for inspection

by authorized University representatives. Documents made, produced, created or received by Participating Firms in connection with this ITN are also subject to the open records provisions of Chapter 119, Florida Statutes. No part of the ITN document, the Response submitted by the Participating Firms, any negotiation sessions, or written or taped records of the negotiation process, are exempt from the requirements of Section 119.071(1)2.a., F.S. as defined in 6C2R-2015 FAC pursuant to BOR Regulation 18.002, which relate to the protection of trade secrets. Responses indicating that the Response contains confidential and proprietary information, and which directs the University not to disclose the contents of the Response to any third party without the prior written agreement of the Participating Firm, may cause the Response to be rejected without evaluation.

4. **Background Checks:** All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the University. Florida State University may conduct, and the Successful Firm shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Successful Firm. The University may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with security or other requirements, however, such refusal shall not relieve the Successful Firm of its obligation to perform all work in compliance with the Contract. The University may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.
5. **Marks, Names, Logos, and Designations:** The Successful Firm is not authorized to use the names, symbols, emblems, designs, colors, uniforms, logos, designations and other proprietary marks of the University in connection with advertising, merchandising, promotion and sale of Products or services without the prior written approval of the University, or except as specifically provided in the Contract.
6. **Public Entity Crimes:** The University will not accept participation in the ITN by a person, entity, or affiliate who has been convicted of a public entity crime and has been placed on the State of Florida's convicted firm list for a period of 36 months from the date of being added to the convicted firm list pursuant to 6C2R2-2015(7h) FAC..
7. **Use of Funds for Lobbying Prohibited:** The Successful Firm agrees to comply with the provisions of §216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the Legislature or a state agency.
8. **Liability:** The Successful Firm will hold harmless from and indemnify the University for any and all claims, suits, costs, damages, arising out of Firm's performance or non-

performance of any term or provision contained in the Contract. Nothing contained herein should be construed as a waiver by the University of any defense available to it.

9. **Public Record:** The successful Proposer shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by him/her in conjunction with the contract resulting from this ITN. FSU retains the right to request an audit of all records and accounts pertaining to this ITN. The audit can be performed by FSU or an independent contractor chosen by FSU. Refusal by the successful Proposer to allow such public access shall be grounds for cancellation of the contract by the University.
10. **Availability of Funds:** The obligations of the University under any resulting award shall be subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of Florida.

**EXHIBIT A**  
**FLORIDA STATE UNIVERSITY**  
**SEXUAL HARRASSMENT POLICY**  
**EFFECTIVE DATE JULY 1, 1998**

1. **POLICY STATEMENT.** Sexual harassment is a form of discrimination based on a person's gender. Sexual harassment is contrary to the University's values and moral standards, which recognize the dignity and worth of each person, as well as a violation of federal and state laws and University rules and policies. Sexual harassment cannot and will not be tolerated by the Florida State University, whether by faculty, students, or staff; or by others while on property owned by or under the control of the University.

2.

1. **OFFICE OF AUDIT SERVICES.** The Office of Audit Services (OAS) is charged with receiving and investigating sexual harassment complaints as set forth in this policy and shall maintain the records pertaining thereto. Within the OAS, the Coordinator of Sexual Harassment Resolutions has primary responsibility for leading these investigations.

**2. DEFINITION.** Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature directed at an employee or student by another when:

a. submission to such conduct is made either explicitly or implicitly a term or condition of employment, academic status, receipt of University services, participation in University activities and programs, or affects the measure of a student's academic performance; or,

b. submission to or rejection of such conduct is used as the basis for a decision affecting employment, academic status, receipt of services, participation in University activities and programs, or the measure of a student's academic performance; or,

c. such conduct has the purpose or effect of unreasonably interfering with employment opportunities, work or academic performance or creating an intimidating, hostile, or offensive work or educational environment.

**3. EXAMPLES OF SEXUAL HARASSMENT.** Incidents of sexual harassment may involve persons of different or the same gender. They

may involve persons having equal or unequal power, authority or influence. Though romantic and sexual relationships between persons of unequal power do not necessarily constitute sexual harassment, there is an inherent conflict of interest between making sexual overtures and exercising supervisory, educational, or other institutional authority. Decisions affecting an employee's job responsibilities, promotion, pay, benefits, or other terms or conditions of employment, or a student's grades, academic progress, evaluation, student status, recommendations, references, referrals, and opportunities for further study, employment or career advancement, must be made solely on the basis of merit. Examples of sexual harassment include, but are not limited to, the following, when they occur within the circumstances described in [Section 2](#) above:

- a. use of gender-based verbal or written language, including electronic communication, offensive or degrading to a person of that gender, whether or not the content is sexual;
- b. inappropriate display of gender-based pictorial images offensive or degrading to a person of that gender, including but not limited to sexual posters, photographs, cartoons, drawings, or other displays of sexually suggestive objects or pictures;
- c. use of inappropriate gestures or body language of a sexual nature, including leering or staring at another;
- d. unwelcome requests or demands for sexual favors or unwelcome sexual advances;
- e. inappropriate nonconsensual touching of another's body, including but not limited to kissing, pinching, groping, fondling, or blocking normal movement; or
- f. sexual battery. (Note: some acts of sexual harassment may also constitute violations of criminal law, e.g., sexual battery, indecent exposure, sexual abuse, etc. In such instances, please refer to the University's Sexual Battery Policy.)

**4. DISCIPLINARY AND OTHER ACTIONS.** Sexual harassment is prohibited by the Florida State University. The University will take appropriate action against any person found to be in violation of this policy. (Note: a person who has sexually harassed another or retaliated against another may also be subject to civil or criminal liability under state or federal law.)

a. Disciplinary Actions. Any employee who has sexually harassed another employee or a student, retaliated against such person for bringing a complaint of sexual harassment, or otherwise violated this policy shall be guilty of misconduct and subject to disciplinary action up to and including dismissal, in accordance with applicable law, rules, policies, and/or collective bargaining agreements. In addition, any student who has sexually harassed another student or an employee, retaliated against such person for bringing a complaint of sexual harassment, or otherwise violated this policy may be subject to disciplinary action up to and including expulsion, pursuant to the Student Code of Conduct. The term "employee" includes all persons employed by the University including faculty and graduate teaching assistants.

b. Other Actions. The University will take such corrective action against any non-students or non-employees found to have violated this policy, as may be appropriate under the circumstances.

**5. RETALIATION.** Retaliation against one who in good faith brings a complaint of sexual harassment or who in good faith participates in the investigation of a sexual harassment complaint is prohibited and shall be a violation of this policy and shall constitute misconduct subject to disciplinary or other action as described in [Section 5](#) above.

**6. FILING OF FALSE SEXUAL HARASSMENT COMPLAINT.** Knowingly filing a false sexual harassment complaint is prohibited and shall be a violation of this policy and shall constitute misconduct subject to disciplinary action as described in [Section 5](#) above. A complaint that is investigated and deemed unsubstantiated is not necessarily a false complaint.

**7. REPORTING REQUIRED.** Any student or employee who has witnessed what is perceived to be a violation of this policy should promptly report that conduct to the OAS, who then will proceed as appropriate. Any supervisor who has witnessed or becomes aware of the alleged occurrence of sexual harassment by, or who receives a complaint of sexual harassment involving a person within that supervisor's purview is required to take prompt corrective action as appropriate, and to report the matter, if possible, within two work days to the OAS. Failure of the supervisor to take appropriate corrective action or to report the incident shall be a violation of this policy and shall constitute misconduct subject to disciplinary action as described in [Section 6](#) above.

## **8. COMPLAINT PROCEDURE.**

a. Filing of Complaint. Any student or employee who believes that he or she is a victim of sexual harassment in violation of this policy is encouraged to promptly notify the alleged perpetrator (the "respondent") verbally or in writing that his or her conduct is unwelcome. Such action may cause the unwelcome conduct to

cease as well as help to maintain an environment free from sexual harassment. Assistance and support is available from the Office of the Dean of the Faculties (for faculty), the Office of the Dean of Students (for students), or the Department of Human Resources (for non-faculty employees). Regardless of having given notice to the respondent, the student or employee (the "complainant") may initiate a complaint under this policy by promptly bringing the matter to the attention, preferably in writing by completing the complaint form, of any of the following:

1. The Office of Audit Services;
2. The Office of the Dean of the Faculties;
3. The Office of the Dean of Students;
4. The Department of Human Resources;
5. A student's school or college dean; or,
6. An employee's immediate or next immediate supervisor.

**All complaints should be filed in a timely manner. Complaints filed**

**for acts that occurred more than one year from the filing date of the complaint will generally not be investigated unless appropriate in the judgment of the OAS.**

b. Preparing a Complaint. The complainant should provide the following information to facilitate a prompt and thorough investigation:

1. The names, addresses, telephone numbers, administrative unit, and position or status of the complainant and the respondent, if known;
2. Specific acts alleged, including dates, times, and locations;
3. Names, addresses, and phone numbers of potential witnesses;
4. The effect the alleged acts have had on the complainant;
5. Actions the complainant may have taken to attempt to stop the harassment;
6. Complainant's suggestion of proposed action to address or resolve the harassment; and
7. Other information the complainant believes is relevant.

c. Transmitting a Complaint to the OAS. The complaint shall immediately be forwarded to the OAS. If the complaint is verbal, the person receiving the complaint shall make a written summary thereof on the complaint form and request the complainant to sign it.

d. Reviewing a Complaint. The OAS will make an initial determination whether the alleged perpetrator is a student or employee. If the alleged perpetrator is identified, as one who is not a student or employee, then the OAS will refer the matter to the Office of the General Counsel for appropriate action. If the OAS determines that the alleged perpetrator is a student or employee, the OAS will review the complaint to determine whether the acts complained of, as stated by the complainant, constitute a violation of this policy, and if not, the complainant will be so informed. If the OAS determines the alleged acts may constitute a violation of this policy, the investigation will proceed as set forth in [Section 9](#) below, unless the matter is satisfactorily resolved as in the following paragraph (e).

e. Notifying the Respondent and Supervisor; Informally Resolving a Complaint; Withdrawing a Complaint. The OAS will notify the respondent and his or her appropriate supervisor of the allegations contained in the complaint. In an effort to informally resolve the complaint, the OAS will elicit from the complainant, proposed actions the complainant believes are necessary to address or resolve the alleged harassment. The OAS will discuss these proposed actions with the respondent and with appropriate levels of management. The respective parties will also have the opportunity to propose other means of resolution. Thus, if the matter can be resolved informally, or if the complainant chooses to withdraw the complaint, the complainant will sign a statement outlining the informal resolution and releasing the University from taking any further action. If the matter is not resolved at this stage, the complaint will be investigated as set forth in [Section 9](#) below.

**9. INVESTIGATION.** The following procedures will govern all investigations of complaints alleging violations of this policy:

a. The OAS will thoroughly investigate complaints alleging violations of this policy with the assistance, as needed, of the following: the Office of the Dean of the Faculties, the Department of Human Resources, and/or the respondent's supervisor(s), except in cases where the respondent is a student. If the respondent is a student, the OAS will forward a copy of the complaint and any associated materials to the Office of the Dean of Students, which will, if appropriate,

adjudicate the matter under the Code of Student Conduct. The Dean of Students shall notify the OAS of the outcome.

b. The investigation should include interviewing the complainant and witnesses suggested by the complainant who may have knowledge of the alleged offending behavior. Employees and students shall fully cooperate in the investigation.

c. The respondent will be given an opportunity to respond to the complaint verbally and in writing and may suggest additional witnesses.

d. The investigation should also include interviewing such other witnesses as are deemed appropriate under the circumstances.

e. The investigation should include a review of any files and records of previous sexual harassment complaints against the respondent and any other documents deemed relevant.

f. All witnesses who provide relevant information should submit a written, signed statement attesting to their knowledge of the subject circumstances.

g. Confidentiality of the investigation will be maintained to the extent allowed by law.

**10. REPORT OF OAS.** The OAS will prepare a report setting forth its findings and a determination concerning violation of this policy. The report should be completed within 120 days following the filing of the complaint, where feasible, and will be submitted to the appropriate vice president of the respondent's unit or department.

**11. SUBSEQUENT ACTION.** The vice president will make a determination, upon review of the OAS's report, consultation with the Dean of the Faculties or the Director of Human Resources, and consideration of any other relevant information, including aggravating or mitigating circumstances, whether disciplinary action is warranted under the circumstances. If the vice president determines that disciplinary action should be initiated, then, consistent with due process requirements, the respondent will be notified in accordance with applicable Florida Board of Education and University rules and policies and collective bargaining agreements, and appropriate disciplinary procedures as provided for therein will be followed. Regardless of whether formal disciplinary action is initiated, the University may take such informal corrective action as may be appropriate under the circumstances. The vice president will notify the OAS of the outcome. The OAS will notify the complainant of the results of the investigation and subsequent disciplinary or other corrective action taken, if any, to the extent allowed by law. The

OAS will notify the respondent of the results of the investigation when no policy violation is found and no further action planned.

**12. DISTRIBUTION OF POLICY.** Copies of this policy are available to all current and future employees and students at the Florida State University in hard copy (policy brochures, student handbooks, The Bulletin, etc.), electronic format ([www.auditservices.fsu.edu/sh/policy](http://www.auditservices.fsu.edu/sh/policy)), and will be made available in alternative format upon request. Any person involved in the process under this policy needing accommodations for a disability should notify the OAS.

**13. APPLICABILITY.** This policy supersedes any and all prior University policies regarding complaints of alleged acts of sexual harassment.

## ATTACHMENT #1

### CONTRACTOR'S INSURANCE (for contracts of \$100,000 and over)

The Contractor shall not commence any work in connection with this agreement until he has obtained all the following types of insurance and such insurance has been approved by the purchaser, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required for the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida, and with an A.M. Best rating of no less than A.X. The purchaser shall be furnished proof of coverage of insurance by certificates of insurance accompanying the contract documents and shall name the Florida State University and Board of Trustees as an additional name insured. The insurer shall provide 30 days written notice to the certificate holder if a policy is to be canceled before the expiration date thereof.

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

#### A. Workers Compensation Insurance

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

B. Contractor's Public Liability and Property Damage Insurance

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

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|-----------------------------------|-----------------------------------|
| 1. Bodily Injury Liability        | \$1,000,000 each accident         |
| 2. Auto Property Damage Liability | \$ 500,000 each accident          |
| 3. Property Damage Liability-     | \$1,000,000 each accident         |
| (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 an OCCURRENCE basis.

4. "XCU" (Explosion, collapse, underground damage) --the contractor's liability  
Policy shall provide "XCU" coverage for those classifications in which they are excluded.
5. Contractual Liability - work contracts--The contractor's liability policy shall cover such contracts when they are affected.

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.