**FLORIDA STATE UNIVERSITY**

**INVITATION TO NEGOTIATE - STANDARD PROVISIONS**

# DEFINITIONS

* **Contract/Agreement** – The formal bilateral agreement signed by a representative of the FSU and the awarded Respondent(s) which incorporates the requirements and conditions listed in this ITN and the Respondent(s) proposal and agreements reached during negotiations.
* **Invitation to Negotiate** – a written or electronically posted solicitation for competitive sealed replies to select one or more Respondents with which to commence negotiations for the procurement of commodities or contractual services.
* **May, Should** – Indicates something that is not mandatory, but permissible, recommended, or desirable.
* **Minor Irregularities** – irregularities that have no adverse effect on FSU’s interest, will not affect the amount of the ITN and will not give a Respondent an advantage or benefit not enjoyed by another Respondent.
* **Must, Shall, Will** – The words “shall,” “must,” or “will” are equivalent and indicate mandatory requirements or conditions. FSU will not waive Responder’s material deviation from any of the mandatory requirements.
* **Proposal/Response** – The entirety of the Respondent’s submitted proposal responses to each point of an ITN, including any and all supplemental offers or information not explicitly requested within the ITN.
* **Respondent** - Anyone who submits a timely offer in response to this ITN.
* **Responsible Respondent** – A Respondent who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
* **Responsive Proposal** – A proposal, or reply submitted by a responsive and responsible Respondent that conforms in all material respects to the solicitation.
* **Sole Point of Contact** - The Procurement Officer or designee to whom Respondents shall address any questions regarding the solicitation or award process. The sole point of contact shall be the arbitrator of any dispute concerning performance of the Contract.
* **Successful Respondent** - The Respondent(s) or individual(s) who are the recommended recipient(s) of the award of a contract under this ITN (also synonymous with “Payee”, “Offerer,” “Contractor” and “Supplier”). If a Respondent is a manufacturer, its certified dealers and resellers may also furnish products under the Contract; in choosing to do so, the dealers and resellers agree to honor the Contract and the term “contractor” shall be deemed to refer to them. Unless awarded the Contract as a direct Respondent, however, dealers and resellers are not parties to the Contract, and the Respondent that certifies them shall be responsible for their actions and omissions.
* **University** – Florida State University, Florida State University Board of Trustees is a public body corporate of the State of Florida.

# AUTHORITY TO NEGOTIATE (See Attachment A)

Representatives of the Respondent(s) selected to participate in oral negotiation(s) shall be 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 Respondent’s best and final offer. FSU will not enter into extensive contract negotiations with the selected Respondent(s) after the negotiation process has been completed. If FSU determines that a company awarded a contract based on this ITN does not honor all agreements reached during the negotiations, an as contained in the best and final offer, FSU reserves the right to immediately cancel the award and to place the company on FSU’s suspended supplier list.

Company negotiators shall enter the negotiations prepared to speak on behalf of the Respondent’s company. FSU reserves the right to immediately terminate negotiations with any company whose representatives are not empowered to, or who will not make 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.

# CONTRACTUAL AGREEMENT (See Attachment B)

The Successful Respondent(s), if any, will enter into a contract with FSU that provides for the performance of all terms and conditions set forth in this ITN, unless FSU has agreed to accept or negotiate certain terms and conditions during the ITN. Non-negotiable terms and conditions (as indicated on Attachment B – Standard Contract Template) must always be performed by the Contractor. After an award is made, the entire agreement between FSU and the successful Respondent if any, shall consist of the agreement document which shall be substantially the same as 1) the terms, conditions, and specifications of the ITN 2) the documents issued by FSU and collectively constituting the ITN and 3) the proposal document submitted by the successful Respondent.

See Attachment B for a Sample copy of FSU’s standard contractual agreement, which is the instrument used to bind the parties. **Any concerns with the provisions and clauses of the offered agreement should be addressed during the question and answer period cited in the Calendar of Events.**

The Respondent shall not alter the ITN in any way and shall not reproduce all or any part of the ITN in its offer document. The Contract, if any, resulting from this ITN shall incorporate the entire ITN by reference.

# EVALUATION PROCESS

FSU will establish an Evaluation Committee comprised of representatives knowledgeable about the services and intent of the ITN to evaluate all proposals. The purpose of the Committee and evaluation process is to objectively review, discuss, and analyze submitted proposals and to narrow the list of Respondents to those firms which present the best proposal and are best qualified to provide any and all of the services outlined in the ITN. The Evaluation Committee will evaluate and provide a consensus opinion of all initial proposals. The proposals most closely aligned with the preferred requirements or offering a solution that is determined to be desirable and in the best interest of FSU by the Evaluation Committee will be invited into the negotiation process. After initial proposal responses have been evaluated, the following negotiation process will be utilized:

* FSU may determine a short list of one or more companies with whom to enter into negotiations either concurrently or sequentially, whichever is in the best interest of FSU.
* If, at the conclusion of the negotiation process, the evaluation team feels that further evaluation of an offer is not needed and is unlikely to end in a contract award to the Respondent, the Respondent may be notified that his/her participation has been terminated.
* At the conclusion of this negotiation process, companies in whose offer FSU is still interested may be asked to submit a written best and final offer to memorialize all agreements reached during negotiations and to extend additional benefits to FSU. 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 FSU, except to respond to requests for clarification from the Committee.
* The final decision of the Evaluation Committee will be based upon the initial response, negotiation sessions, and any best and final offers, if applicable. Award(s) shall be made to the responsive and responsible Respondent(s) whose proposal is determined to be the most advantageous to or in the overall best interest of FSU, taking into account the evaluation criteria.

FSU May:

* Reject any and all proposals or any part thereof, to waive informalities, to accept and further negotiate the proposal(s) deemed most favorable and beneficial to FSU, and to make single or multiple awards. Incomplete proposals may not be considered in the evaluation.
* Reserve the right to, but is not obligated to, request and require that each Respondent provide an in-person formal presentation of its proposal at a date and time to be mutually determined.
* Reserve the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation and other qualifications of the Respondent(s) and any subcontractors and to reject any proposal irrespective of pricing and financial terms if it is determined that the Respondent is deficient in any of the essentials necessary to assure acceptable standards of performance in the services of this ITN.
* Reserve the right to refrain from notifying the unsuccessful Respondent(s) that their proposals have not been awarded by FSU until after FSU has entered into a binding agreement with the successful Respondent(s).
* Reserve the right to require a presentation from any and all Respondents, in which they may be asked to provide or they may provide information in addition to that provided in their proposals.

FSU Will:

* Reject proposals not received by the proposal due date/time required by the ITN.
* Reject any proposal that fails to meet mandatory specifications (i.e. functional, cost or contractual requirements) stated in the ITN.

# IMPORTANT NOTES

**Emergency Support.** It is hereby made a part of this Contract that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that Florida State University (FSU) and the State University System (SUS) shall be provided goods and services on a first priority basis. It is vital and imperative that the students, faculty and staff are protected from any emergency, which threatens public health and safety.

Awarded Contractor agrees to provide, rent, sell, lease all goods and services required by Florida State University and the State University System (SUS) on a first priority basis. FSU and the SUS expects to pay a fair and reasonable price for all goods and services in the event of a disaster, emergency, or hurricane, if not otherwise listed in your proposal. Awarded Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

**Respondent Warranty.** The Respondent submitting the proposal warrants that, to the best of their knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish its ability to satisfy Contract obligations, should a contract be awarded.

**Samples.** Samples of items, when called for, must be furnished free of expense, and if not destroyed, may, upon request, be returned at the Respondent’s expense. Each individual sample must be labeled with Respondent’s name, manufacturer’s brand name and number, ITN 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 proposal. If instructions are not received within this time, the samples shall be disposed of by FSU.

**Disqualification of Respondent**. Only one proposal response from an individual, firm, partnership, corporation or association under the same or different names will be considered. Reasonable grounds for believing that a Respondent is involved in more than one proposal response for the same ITN will be cause for rejection of the highest proposal response in which such Respondents are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Respondents. Proposals in which the prices obviously are unbalanced will be subject to rejection.

**Effective Period of Proposals**. Under this ITN, Respondent’s pricing shall remain firm for a period of no less than one hundred and twenty (120) days following the closing date, in order to allow time for evaluation, approval, and award of the contract. Any Respondent who does not agree to this condition shall specifically communicate in its proposal such disagreement to the University, along with any proposed alternatives. This University may accept or reject such proposed alternatives without further notification or explanation.

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

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

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

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

**Important Note Regarding Initial Response.** The determination of the companies selected for the short list with which negotiations will continue will be based on evaluation of the 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 or consideration**.**

**Awards. Any award hereunder is subject to the provisions of Chapter 112, F.S. All Respondents 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 Respondents must disclose the name of any State employee who owns, directly or indirectly, an interest of five (5) percent or more in the Respondent’s firm or any of its branches.**

# RESPONSIVENESS AND RESPONSIBILITY DETERMINATION

**Responsiveness Determination**

A proposal response that is considered responsive is one that conforms to all essential requirements and satisfies all mandatory conditions set forth in the ITN specifications. Essential requirements and mandatory conditions can include required qualifications, necessary company resources and experience, pre-qualification requirements, and required certifications, and various other required or mandatory specifications. Section 287.012(25) F.S. defines a “responsive bid, responsive proposal, or responsive reply” as “a bid, proposal, or reply submitted by a responsive and responsible supplier that conforms in all material respects to the solicitation.” Section 287.012(26) F.S. defines a “responsive supplier” as “a supplier that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.”

**Responsibility Determination**

A Respondent is responsible if it can perform the contract as promised. Thus, the concept of responsibility focuses on the Respondent’s trustworthiness, quality, fitness and capacity to satisfactorily perform. Determining whether a Respondent is responsible can include evaluation of the following: financial resources, performance schedule, performance record, organization and skills, equipment and facilities, and various other matters relating to the ability of a Respondent to perform the contract. Section 287.012(24) F.S. defines a “responsible supplier” as “a supplier who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.”

# MANUFACTURER’S NAMES, APPROVED EQUIVALENTS, BEST VALUES, OR SOLUTIONS

Any manufacturers’ names, trade names, brand names, or catalog numbers used in the specifications are there for the purpose of establishing and describing general performance and quality levels. Such references are not intended to be restrictive and proposal responses are invited on comparable brands or products of any manufacturer. The Respondent may propose any equivalent brand or product that meets or exceeds the specifications for an item(s). However, a Respondent shall not be allowed to offer more than one brand or equivalent products on any one item. It is the Respondent’s responsibility to select the single equivalent brand or product that his/her firm sells which meets all specifications and is the lowest in cost. If a Respondent 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. Respondent shall submit with the proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The Respondent shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. In addition, if a Respondent has more than one best value or solution for an ITN, they should base their offer on the best value or solution that meets FSU’s requirements in the original ITN specifications. FSU reserves the right to determine acceptance of item(s) as an approved equivalent or best values and solutions. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any indication of intent to offer an alternative brand will be received and considered incomplete of compliance with the specifications as listed on the ITN document. The Sole Point of Contact in Procurement Services is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon FSU unless evidenced by an addendum issued by Procurement Services.

# INTERPRETATIONS

Respondents shall examine the ITN to determine if FSU’s requirements are clearly stated. If there are any requirements that are too vague or restrict competition, the Respondent may request, in writing, that the specifications be changed. A Respondent who requests changes in the specifications must identify and describe the Respondent’s difficulty in meeting FSU’s specifications; must provide detailed justification for the change, and must provide a recommended change in the specifications. Any questions concerning ITN conditions and specifications shall be directed in writing to the Sole Point of Contact for receipt by the date specified in the Calendar of Events. Inquires must reference the date of ITN opening and ITN number. No interpretation shall be considered binding unless provided in writing by the FSU in response to a request in full compliance with this provision. Oral or late requests will not be valid. A Respondent’s failure to request changes by the permissible date shall be considered an acceptance of FSU’s specifications and a waiver of the Respondent’s right to protest the ITN specifications. FSU reserves the right to determine which changes to the ITN shall be acceptable.

# NONCONFORMANCE TO SOLICITATON CONDITIONS

Items may be tested and/or inspected for compliance with specifications by any appropriate testing facilities. Should the items fail testing, FSU may require the Respondents to reimburse FSU for all costs incurred by FSU in connection with the examination. The data derived from any test for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at Respondent’s expense. Items delivered which do not comply with the ITN specification and items not delivered as per delivery date in the ITN and/or purchase order may result in Respondent being found in default. In which event, any and all reprocurement costs may be charged against the defaulting Respondent. Any violation of these stipulations may also result in Respondent’s name being removed from Procurement Services bidder distribution list.

# ADDITIONS, DELETIONS, SUBSTITUTIONS

Should FSU find it necessary to supplement, modify, correct, or interpret any portion of the ITN during the ITN period, such action shall be taken by issuance of an Addendum to the documents distributed to all known prospective Respondents.

# 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 proposal responses received in response hereto and shall govern any response by FSU by and through its officers, employees, and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Respondent shall not constitute a cognizable defense against the legal effect thereof.

# LOBBYING AND GRATUITIES

It shall be a breach of ethical standards for any employee of FSU or member of FSU Board of Trustees to accept, solicit, or agree to accept a gratuity of any kind, form or type in connection with this ITN or resulting contract for commodities or services.

The Respondent shall not, in connection with this ITN or any other contract with FSU, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any FSU officer or employee’s decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any FSU officer or employee. For purposes of clause (2), “gratuity” means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

Respondents are prohibited from using funds provided under contract or purchase order for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

# ADVERTISING

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

# PUBLIC INSPECTION

All material submitted and opened becomes subject to the Public Records Law set forth in Chapter 119 F.S. This includes material which the Respondent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after ITN opening pursuant to Section 119.07, F.S. In accordance with Florida Statutes, sealed proposals, or replies received by FSU pursuant to a ITN are exempt from Chapter 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as FSU provides notice of an intended decision or until 30 days after opening the ITN proposals, or final replies, whichever is earlier.

If FSU rejects all proposals, or replies submitted in response to a ITN and FSU concurrently provides notice of its intent to reissue the ITN, the rejected proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as FSU provides notice of an intended decision concerning the reissued ITN or until FSU withdraws the reissued ITN. A proposal, or reply is not exempt for longer than 12 months after the initial notice rejecting all proposals, or replies.

# COMPETITIVE SOLICITATION (ITN) AWARD

An ITN Notice of Intended Award Letter that serves as the “Notice of Intended Decision” will be posted for review by interested parties on FSU’s Public Procurement Portal at [http:procurement.fsu.edu](http://procurement.fsu.edu). and will remain posted for a period of seventy-two (72) hours. Any person who is adversely effected by FSU decisions or intended decisions as detailed above in connection with this ITN, shall file a written “Notice of Protest” with the Chief Procurement Officer. Failure to file a protest within the time prescribed in accordance with BOG Regulation 18.002 and FSU Regulation FSU-2.015, or failure to post the bond or other security as required in BOG Regulation 18.003, shall constitute a waiver of right to protest.

# COVERAGE AND PARTICIPATION

With the consent and agreement of the successful Respondent, and pursuant to their own governing laws, purchases may be made under this ITN by other universities, governmental agencies or political subdivisions within the State of Florida pursuant to BOG Regulation 18.001. Other entity purchases are independent of the contract between entity and awarded Respondent, and FSU shall not be a party to any transaction between the awarded Respondent and any other purchaser.

# SPECIAL ACCOMMODATIONS

It is recommended that Respondent(s) arrive approx. one (1) hour before the start time of any scheduled negotiation, presentation or mandatory site visit. Attendees must follow all FSU parking regulations. If you have questions regarding where or how to park on campus, please contact FSU Parking Services at (850) 644-5278. Any person requiring special accommodations should contact Procurement Services at 850-644-6850 and ask for the Sole Point of Contact noted in the ITN.

# ADDITIONAL QUANTITIES

Unless otherwise noted in the ITN document or different terms are negotiated, for a period not exceeding ninety (90) days from the date of award of the proposal by FSU, the right is reserved to acquire additional quantities up to the amount shown on the ITN, but not to exceed $150,000, at the prices listed on the proposal response to this ITN.

# CONFLICT BETWEEN DOCUMENTS

If any terms and conditions contained within the documents related to this ITN are in conflict with any other terms and conditions therein, then the various documents comprising this ITN, as applicable, shall govern in the following order of precedence: Change Order, Purchase Order, Addenda, ITN Standard Provisions, and ITN Specifications.

# PROPRIETARY OR CONFIDENTIAL INFORMATION.

If the Respondent needs to submit proprietary information with the proposal, the Respondent shall ensure that it is enclosed in a separate envelope from the proposal and that it is clearly designated and conspicuously labeled as such. Respondents who submit proposals with information noted as proprietary or confidential may be asked to substantiate why the information is proprietary or is otherwise exempt from a public records request under Florida Law.

Selection or rejection of the proposal shall not affect the University’s right of use. Provided, however, that the University will, in good faith, honor any respondent information that is clearly designated and conspicuously labeled as proprietary when the University concurs that the information is proprietary, and that trade secrets or other proprietary data contained in the proposal documents shall be maintained as confidential in accordance with procedures promulgated by Procurement Services and subject to limitations in Florida or Federal law. Pricing information cannot be considered proprietary. The University shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know or could not have reasonably known that such information was proprietary.

Should a request be made of the University for access to the information designated confidential or trade secret by the respondent, and upon the basis of that designation the University denies the request, the respondent shall be solely responsible for defending its position that the designated information is confidential and exempt from disclosure pursuant to Ch. 119, Florida Statutes.  If there is a challenge received by the University to the confidentiality of the materials designated as trade secrets, the University shall notify the respondent of such challenge.  The respondent shall have thirty (30) days following receipt of the notice from the University to file an action with a court of competent jurisdiction seeking an order barring public disclosure of the information.  Failure to file such action within the thirty (30) days constitutes a waiver of any claim of confidentiality and the University will release the information as requested. Respondent also agrees to indemnify and hold harmless the University for any award, damages, fines, fees, penalties or impositions and all costs and fees, including attorney’s fees, incurred by the University in connection with this section.

# PURCHASES OF TANGIBLE PERSONAL PROPERTY – PRICE PREFERENCES TO FLORIDA SUPPLIERS (See Attachment C – ATTESTATION OF PRINCIPAL PLACE OF BUSINESS):

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

* Principal Place of Business Definition:  Principal place of business is defined as location where a corporation’s officers direct, control, and coordinate the corporation's activities (known as the nerve center test). In most states, corporations must report their principal place of business to the Secretary of State.
* Personal Property: When the most advantageous proposal, or the best value reply is submitted by a Respondent whose principal place of business is in a state or political subdivision outside the State of Florida, which grants a preference for the same purchase to a supplier in such state or political subdivision, as applicable, then FSU shall grant the same preference to the responsible and responsive Resident Supplier with the most advantageous proposal received, or the best value reply received pursuant to an Invitation to Negotiate. With respect to Proposals and Invitations to Negotiate, if the most advantageous proposal or best value reply in that state does not grant a preference to companies having a principal place of business in that state, then no price preference will be granted.
* Personal Property Definition:  “Personal Property” shall be defined as goods and commodities, but not real estate, intellectual property or services.
* **IMPORTANT NOTICE:** Pursuant to Board of Governors Regulation 18.001, Respondents whose principal place of business is outside the state of Florida must include, with their proposal, or ITN response document, a written statement, signed by an attorney at law licensed to practice in the Respondent’s state (referred to as their "principal place of business" in the law), detailing geographical price preferences, if any or none, granted by the laws of that state or political subdivision.
* **Note:**  The Respondent’s principal place of business, as represented by the Respondent in its proposal or reply, may be relied upon by FSU without further inquiry. If FSU determines that a Respondent has misrepresented its principal place of business, the Respondent’s proposal or reply shall be rejected.

# CERTIFICATION OF PROPOSAL

Respondent agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced ITN and any addenda thereto in the event of any award. Exceptions are to be noted as stated in the ITN. The Respondent certifies that (1) proposal did not involve collusion or other anti-competitive practices, (2) Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal, (3) Respondent certifies there is no employee of FSU, or whose relative has, a substantial interest in any Agreement subsequent to this ITN, (4) Respondent certifies they are not currently debarred, or suspended or proposed for debarment by any federal entity and agrees to notify FSU of any change in this status, should one occur, until such time as an award has been made under this procurement action. (5) Respondent certifies that if its offer is accepted Respondent will convey, sell, assign or transfer to FSU all rights, title and interest in and to all causes of action it may now hereafter acquire under the Anti-trust laws of the United States and FSU for price fixing relating to the particular commodities of services purchased or acquired by FSU. At FSU’s discretion, such assignment shall be made and become effective at the time FSU makes final payment to the Respondent. (6) Respondent certifies review of the ITN in its entirety and understands the terms and conditions contained herein and referenced below.

FSU’s standard Insurance requirements:

https://procurement.fsu.edu/sites/g/files/upcbnu3941/files/docs/StandardInsuranceProvisions.pdf

FSU’s standard Purchase Order Terms and Conditions:

<https://procurement.fsu.edu/sites/g/files/upcbnu3941/files/docs/PO-Terms-and-Conditions-Final-2-2025.pdf>

The Federal Acquisition Regulations for federally funded contracts:

<https://procurement.fsu.edu/sites/g/files/upcbnu3941/files/docs/FederalAcquisitionRegulations.pdf>

FSU’s Data and Security Standards: <https://fla.st/ITS-ISPO-Addendum>