



**ATTACHMENT B
ADDITIONAL PQS INFORMATION AND GENERAL CONDITIONS**

I. PQS INFORMATION

A. PQS SUBMISSION

Please see solicitation document for submittal instructions.

B. MODIFIED RESPONSE

Respondents may submit a modified Response to replace all or any portion of a previously submitted Response up until the Due Date. The Evaluation Team will only consider the latest version of the Response.

C. WITHDRAWAL OF RESPONSE

The Response is irrevocable until contract award unless the Response is withdrawn. A request to withdraw a response must be in writing only (i) prior to the Due Date or (ii) upon the expiration of 90 days after the Due Date, provided no award has been made.

D. LATE RESPONSES, LATE MODIFICATIONS, AND LATE WITHDRAWALS

Responses received after the due date and time are late and may not be considered. Modifications received after the due date are also late and will not be considered unless solicited by Florida Poly in writing. Withdrawal requests received after the due date but prior to the expiration of 90 days after the due date (provided no award has been made) are late withdrawals and will not be considered.

E. PQS POSTPONEMENT/CANCELLATION

Florida Poly may, at its sole and absolute discretion, reject any and all, or parts of any and all responses; re- advertise this PQS; postpone or cancel the PQS process; or waive any irregularities in the responses received as a result of this PQS.

F. COSTS INCURRED BY RESPONDENTS

All expenses involved with the preparation and submission of a Response to Florida Poly, or any work performed in connection therewith, will be borne by the Respondent. No payment will be made for any responses received, or for any other effort required of or made by Respondent prior to commencement of work as defined by a contract approved by Florida Poly.

G. INTERVIEW(S)

Florida Poly and/or the Evaluation Team may require any/all respondents to attend an interview to provide additional information in support of their responses or to exhibit or otherwise demonstrate the information contained therein.

Those firms selected for interview will be advised in writing of the nature of the interview and the date, time, and duration of same.

H. ACCOMMODATIONS

Persons with hearing or speech impairments or a disability requiring reasonable accommodation for pre-submittal or other meetings should contact the Procurement Department at least five working days in advance.

I. PUBLIC RECORDS

All Response information, including detailed price and cost information, will be public record and subject to disclosure in accordance with the provisions of Chapter 119, Florida Statutes, after the Notice of Intent to Award is posted.

All Respondents must visibly mark as “confidential” any proprietary, financial, or commercial information which, if disclosed, might cause harm to the Respondent's competitive position. Respondents should note that Florida Polytechnic University is subject to the State of Florida's Open Records Law and must limit sections designated as confidential to the extent possible. Entire proposals marked "Confidential" will not be considered.

Respondent agrees that it will comply with Florida's Public Records Law. Specifically, Respondent agrees that it will be in compliance with Section 119.0701, Florida Statutes:

IF THE RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Florida Polytechnic University Attention:
General Counsel 4700 Research Way
Lakeland, FL 33805
ogc@floridapoly.edu (863)
874-8412**

To the extent that Respondent meets the definition of “Contractor” under section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Respondent must comply with public records laws, including the following provisions of section 119.0701, requiring Respondent to:

1. Keep and maintain public records required by the University to perform the service.
2. Upon request from the University's custodian of public records, provide the University with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that confidential information or records that are exempt from public records disclosure are not disclosed except as authorized by law for the duration of this agreement, renewals, and following completion of the contract if Respondent does not transfer the records to University.
4. Upon completion of this Agreement, transfer, at no cost, to University all public records in possession of Respondent or keep and maintain public records required by University to perform the service.
 - a) If Respondent transfers all public records to University upon completion of the contract, Respondent must destroy any duplicate confidential information or records that are exempt from public records disclosure.
 - b) If Respondent keeps and maintains public records upon completion of this Agreement, Respondent must meet all applicable requirements for retaining public records.
 - c) All records stored electronically must be provided to University, upon request from the

University's custodian of public records, in a format that is compatible with the information technology systems of the University.

5. Third parties requesting to inspect or copy public records relating to this agreement must be made directly to University. If University does not possess the requested records, University will notify Respondent of the request, and Respondent must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
6. The University may inspect the:
 - a) Financial records, papers, and documents of the Respondent that are directly related to the performance of the contract or the expenditure of state funds.
 - b) Respondent's programmatic records, papers, and documents which the University determines are necessary to monitor the performance of this agreement or to ensure that the terms of this agreement are being met.
 - c) The Respondent must provide such records, papers, and documents requested by the University within 10 business days after the request is made.
 - 1) The right of access in this provision is not limited to the required retention period but lasts as long as the records are retained.
7. The terms of section K are material terms of this agreement, and failure to comply may result in termination and/or civil penalties.

J. CONFLICT OF INTEREST

Any contract entered into pursuant to this solicitation is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their submittal the name of any officer, director, or agent who is also an employee or officer of Florida Polytechnic University. Further, all respondents must disclose in writing the name of any University employee or officer who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent's firm or any of its branches. Such relationship or ownership may result in disqualification, and any contract entered into in violation of such provisions shall be rendered voidable. For additional information, contact the Ethics Commission at 850-488-7864.

K. RULES, REGULATIONS, AND LICENSING REQUIREMENTS

Respondents must comply with all laws, ordinances, and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Respondents are presumed to be familiar with all the federal, state, and local laws, ordinances, codes, and regulations, which may in any way affect the services, offered.

L. MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

The University encourages MBE firms to compete for University contracts, and encourages all vendors and Respondents to use MBE firms as Respondents. Respondents, vendors, and Respondents should take all necessary and reasonable steps to ensure that minority businesses can compete for and perform contract work for the University in a nondiscriminatory environment. The Respondent/vendor will be asked to submit quarterly reports showing actual expenditures with MBE Respondents used.

To request certification or to locate certified MBEs, call the Office of Supplier Diversity, Department of Management Services at (850) 487-0915, or access their MBE directory on the Internet at www.osd.dms.state.fl.us/. The University's office of Procurement and Contracts can also provide assistance in locating minority suppliers and Respondents.

M. PURCHASES FROM RESPONDENTS CONVICTED OF PUBLIC ENTITY CRIMES

Florida Poly will not accept a competitive solicitation from or purchase commodities or contractual services from a person or affiliate who has been convicted of a public entity crime and has been placed on the State of Florida's convicted respondent(s) list for a period of 36 months from the date of being added to the convicted respondent(s) list.

N. POSTING OF AWARD/PROTESTS

The Intent to Award, if any, will be posted on the Florida Poly website for review by interested parties, and will remain posted for a period of seventy-two (72) hours.

The 72-hour period for filing the Notice of Intent to Protest regarding any decision or intended decision begins upon the electronic posting of the decision or intended decision. If the end of the 72-hour period falls on a Saturday, Sunday, or legal holiday, the deadline for filing the Notice of Intent to Protest shall be the next business day. A Notice of Intent to Protest may not be filed before the 72-hour period begins.

Failure to file a notice of protest or failure to file a timely formal written protest petition in accordance with the Florida Board of Governors Regulation 18.002, or Vendors failure to post the Solicitation Protest Bond or other securities as required by the Board of Governors Regulations

18.002 and 18.003 shall constitute a waiver of protest proceedings. Any protest filed prior to receipt of notice of the Florida Poly decision or intended decision will be considered abandoned unless renewed within the time limit provided for protests.

Legal holidays - those days designated as holidays in Section 110.117, Florida Statutes, and those days - other than Saturdays and Sundays - when the university is officially closed.

II. GENERAL CONDITIONS

A. PAYMENT

Payment shall be made on a schedule mutually agreed upon between the parties. The Respondent will be paid upon submission of properly certified invoices to Florida Poly at the prices stipulated on the contract at the time the order is placed, after services are rendered. Failure to follow these instructions may result in delay in processing invoices for payment. Invoices for fees or other compensation for services or expenses submitted for contractual services must be submitted in detail sufficient for a proper pre-audit and post-audit.

B. INSURANCE

Awarded Respondent must maintain Respondent Liability insurance and meet all other minimum insurance requirements shown in Attachment D.

C. LOBBYING

Any contract entered pursuant to this solicitation will provide that the Respondent may not use funds from grants and aids appropriations for the purpose of lobbying the Legislature or a state agency.

D. COPYRIGHTED MATERIAL

Use by one party of the other's name, logo or other copyrighted material will be subject to the express written permission of the holder thereof.

E. EMPLOYMENT OF UNAUTHORIZED ALIENS

Pursuant to section 448.095, Florida Statutes, and as acknowledged on Exhibit H, Respondent certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Supplier during the

term of this agreement. If Respondent contracts with a subcontractor to perform work or provide services pursuant to this agreement, Respondent must also require the subcontractor to comply with the requirements of section 448.095, Florida Statutes. The subcontractor must provide to Respondent an affidavit stating that the subcontractor does not employ, contract with, or subcontract with or to any unauthorized alien. Respondent must maintain a copy of such affidavit for the duration of the contract. University may terminate this agreement immediately upon notice to Respondent for any violation of this provision. All terms defined in section 448.095, Florida Statutes, are adopted and incorporated into this provision.

F. THE U.S. FAIR LABOR STANDARDS ACT – FLSA

In submitting a Response, Respondent certifies that these goods and/or services were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

G. FLORIDA SEXUAL PREDATORS ACT

Any Respondent or Sub-Contractor who is awarded a contract by the University must comply with section 775.21, Florida Statutes relative to the registration of any employee who is a convicted sexual offender or predator. For additional information, contact the Florida Poly Police Department at 863- 874-8480.

H. DRUG-FREE WORKPLACE REQUIREMENT

The Respondent must abide by the University’s policy which prohibits the manufacture, distribution, dispensation, possession or use of a controlled substance or the unlawful possession and unlawful use of alcohol on its campus or other University owned or controlled property, or as a part of any of its activities. Furthermore, section 893.147 Florida Statutes prohibits the use, possession, manufacture, delivery, or advertisement of drug paraphernalia.