

SUBMIT PROPOSAL TO:

STATE OF FLORIDA

**REQUEST FOR PROPOSAL****CONTRACTUAL SERVICES  
Bidder Acknowledgment**

Telephone Number:

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pages

PROPOSALS WILL BE OPENED

and may not be withdrawn within \_\_\_\_\_ days after such date and time.

PROPOSAL NO. \_\_\_\_\_

AGENCY MAILING DATE:

PROPOSAL TITLE:

STATE PURCHASING SUBSYSTEM (SPURS) VENDOR NUMBER \_\_\_\_\_

VENDOR NAME

REASON FOR NO PROPOSAL

VENDOR MAILING ADDRESS

CITY - STATE - ZIP

**POSTING OF BID TABULATIONS**

Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Posting will be on or about:

AREA CODE

PHONE NUMBER

FREE NUMBER

*I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal 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 Proposal and certify that I am authorized to sign this Proposal for the Proposer and that the Proposer is in compliance with all requirements of the Request for Proposal including but not limited to, certification requirements. In submitting a Proposal to an agency for the State of Florida, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, sell, assign or transfer to the State of Florida 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 State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Proposer.*

\_\_\_\_\_  
AUTHORIZED SIGNATURE (MANUAL)\_\_\_\_\_  
AUTHORIZED SIGNATURE (TYPED) TITLE**GENERAL CONDITIONS**

**SEALED PROPOSALS:** All proposal sheets and this original acknowledgment form must be executed and submitted in a sealed envelope. **(DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.)** The face of the envelope shall contain, in addition to the above address, the date and time of the proposal opening and the proposal number. Proposal prices not submitted on attached proposal price sheets when required shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

- 1. EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the space provided above. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by proposer to his proposal price must be initialed. The company name and SPURS vendor number shall appear on each page of the bid as required. Complete ordering instructions must be submitted with the proposal. If you are not a registered vendor with the Department of Management Services, contact State Purchasing, 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950 immediately.
- 2. NO PROPOSAL SUBMITTED:** If not submitting a proposal, respond by returning only this proposer acknowledgment form, marking it "NO PROPOSAL" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the proposal mailing list. **NOTE:** To qualify as a respondent, proposer must submit a "NO PROPOSAL", and it must be received no later than the stated proposal opening date and hour.
- 3. PROPOSAL OPENING:** Shall be public, on the date, location and the time specified on the acknowledgment form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. A proposal may not be altered after opening of price proposals. **NOTE:** Proposal tabulations will be furnished upon written request with an enclosed, self addressed, stamped envelope and payment of a predetermined fee. Proposal files may be examined during normal working hours by appointment. Proposal tabulations will not be provided by telephone.
- 4. PRICES, TERMS AND PAYMENT:** Firm prices shall be proposed and include all services rendered to the purchaser.
  - (a) TAXES:** The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of services. See tax exemption number on face of purchase order. This exemption does not apply to purchases of services in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, F. S.
  - (b) DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.
  - (c) MISTAKES:** Proposers are expected to examine the conditions, scope of work, proposal prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the proposer's risk. Unit prices bid will govern in award.

**(d) INVOICING AND PAYMENT:** The contractor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractor's SPURS vendor number. An original and three (3) copies of the invoice shall be submitted. The final payment shall not be made until after the contract is complete unless the State has agreed otherwise. Invoices for fees or other compensation for services or expenses submitted in accordance with the rates at or below those specified in Sections 112.061 and 287.058, F.S. **INTEREST PENALTIES:** Payment shall be made in accordance with Section 215.422, F.S., which states the contractor's rights and the State agency's responsibilities concerning interest penalties and time limits for payment of invoices. **VENDOR RESPONSE SYSTEM:** To access an interactive Voice Response System for vendor payment inquiry, Vendors may call (850) 413-7269 between 7 a.m. and 6 p.m. Monday through Friday to check on the status of payments by State agencies. The system can accommodate English and Spanish speaking callers. **VENDOR OMBUDSMAN:** Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods and services are received, inspected and approved. If a payment is not available within 40 days, 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 the vendor. To obtain the applicable interest rate, contact the agency purchasing office. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate of vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted a (850) 488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792. State Purchasing shall review the conditions and circumstances surrounding non-payment, and unless there is a bona fide dispute, State Purchasing may, in writing, authorize the contract supplier to reject and return purchase orders from said agency until such time as the agency complies with the provisions of Section 215.422, F.S.

- (e) ANNUAL APPROPRIATIONS:** The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
- 5. CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, F.S. Proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all proposers must disclose the name of any State employee who owns, directly or indirectly, an interest of five (5%) or more in the proposer's firm or any of its branches. In accordance with Chapter 287, F.S., no person or firm receiving a contract that has not been procured pursuant to Section 287.057(2) or (3), F.S., to perform a feasibility study of the potential implementation of a subsequent contract, participating in the drafting of a request for proposals, or developing a program for future implementation shall be eligible to contract with the agency for any contracts dealing with that specific subject matter; and proposers must disclose with their proposal any such conflict of interest.

6. **AWARDS:** As the best interest of the State may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive. All awards made as a result of this proposal shall conform to applicable Florida Statutes
7. **INTERPRETATIONS/DISPUTES:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the State of Florida in response to requests in full compliance with this provision. Any person who is adversely affected by a State Purchasing decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with Chapter 28-110, Florida Administrative Code. Failure to file a protest within the time prescribed in Section 120.57(3), F.S. or failure to post the bond other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.
8. **NOTICE OF BID PROTEST BONDING REQUIREMENT:** Any person who files an action protesting a decision or intended decision pertaining to contracts administered by State Purchasing or a State agency pursuant to Section 120.57(3), F. S., shall post with State Purchasing or the State agency at the time of filing the formal written protest, or within the 10 day period allowed for filing the formal written protest, a bond payable to the State Purchasing or the State agency in an amount equal to 1 percent of State Purchasing or State agency's estimate of the total volume of the contract or \$5,000, whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of State Purchasing pertaining to agencies' requests for approval of exceptional purchases, the bond shall be in the amount equal to 1 percent of the requesting agency's estimate of the contract amount for the exceptional purchase requested or \$5,000, whichever is less. In lieu of a bond State Purchasing or the State agency may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE REQUIRED TIME WILL RESULT IN A DENIAL OF THE PROTEST.**
9. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality of the services offered on this proposal to their completion, it shall be the responsibility of the successful proposer to notify the purchaser at once, indicating in his letter the specific regulation which required an alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the State.
10. **DEFAULT:** Failure to perform according to this proposal and/or resulting contract shall be cause for your firm to be found in default in which event any and all procurement costs may be charged against your firm. Any violations of these stipulations may also result in:
  - a) Contractor's name being removed from State Purchasing vendor mailing list.
  - b) all State agencies being advised not to do business with the contractor without written approval of State Purchasing.
11. **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 proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the State of Florida, by and through its officers, employees and authorized representatives, or any person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.
12. **ADVERTISING:** In submitting a proposal, proposer agrees not to use the results therefrom as a part of any commercial advertising.
13. **ASSIGNMENT:** Any Purchase Order issued pursuant to this request for proposal and the monies which may become due hereunder are not assignable except with the prior written approval purchaser.
14. **LIABILITY:** On any contract resulting from this proposal the proposer shall hold and save the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the contractor's breach of this contract or the contractor's negligence. This requirement does not apply to contracts between governmental agencies.
15. **FACILITIES:** The State reserves the right to inspect the proposer's facility at any time with prior notice.
16. **CANCELLATION:** The State shall have the right of Unilateral cancellation for refusal by the contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the contractor in conjunction with the contract.
17. **PUBLIC RECORDS:** Any material submitted in response to this Request for Proposal will become a public document pursuant to Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, defective after opening pursuant to Section 119.07, F.S.

NOTE:

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. THIS SHEET AND THE ACCOMPANYING BID CONSTITUTE AN OFFER FROM THE BIDDER. IF ANY OR ALL PARTS OF THE BID ARE ACCEPTED BY THE STATE OF FLORIDA, AN AUTHORIZED REPRESENTATIVE OF THE AGENCY SHALL AFFIX HIS SIGNATURE HERETO, AND THIS SHALL THEN CONSTITUTE THE WRITTEN AGREEMENT BETWEEN PARTIES. THE CONDITIONS OF THIS FORM BECOME A PART OF THE WRITTEN AGREEMENT BETWEEN THE PARTIES.

STATE OF FLORIDA, DEPARTMENT OF: \_\_\_\_\_

BY: \_\_\_\_\_ Contract Number \_\_\_\_\_  
Authorized Agency Signature

Effective \_\_\_\_\_

\_\_\_\_\_  
(Date)