

**INSTRUCTION FOR COMPLETING
COMPETITIVE SOLICITATION ACKNOWLEDGMENT 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 Fredrick Ross at fröss@admin.fsu.edu or Fax Attention: Fredrick Ross, (850) 645-9696.

SOLICITATION NUMBER	UNIVERSITY DATE OF ISSUE	FLORIDA STATE UNIVERSITY COMPETITIVE SOLICITATION ACKNOWLEDGEMENT FORM	
SOLICITATION TITLE		SUBMIT RESPONSES TO	
RESPONSES WILL BE OPENED AT			
and may not be withdrawn within 45 days after such date and time.		Responses not received at the exact above location, by the appointed hour and date, will not be considered	
CORPORATE CHARTER NO.	F.E.I.D./S.S.NO.		
PLEASE FILL IN COMPLETE VENDOR NAME AND ADDRESS		REASON FOR NO RESPONSE	
		DELIVERY WILL BE _____ CASH DISCOUNT TERMS _____	
		AREA CODE _____ TELEPHONE NO. _____ FAX NO. _____	
		Email Address: _____	
		Web Address: _____	
I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this response and certify that I am authorized to sign this response for the responder and that the responder is in compliance with all requirements of the Competitive Solicitation, including but not limited to certification requirements. In submitting a response to the Florida State University, the responder offers and agrees that if the response is accepted, the responder will convey, sell, assign or transfer to the Florida State University all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the Florida State University. At the University's discretion, such assignment shall be made and become effective at the time the University tenders final payment to the responder.		AUTHORIZED SIGNATURE (MANUAL)	
		AUTHORIZED SIGNATURE (TYPED) TITLE	

GENERAL CONDITIONS

SOLICITATION RESPONSE SUBMISSION: All responses must contain this Acknowledgement Form with a manual signature (or a facsimile) in the appropriate space above. Responses must be typed except for those areas where the solicitation specifically allows hand written entries. If submitted by mail, do not include more than one response in an envelope. The face of the envelope shall contain the above address, the date and time of the response opening and the solicitation number. Responses not submitted on any attached response form or in another specified media may be rejected. Any manual changes made to a solicitation price must be initialed. All responses are subject to the conditions specified herein. Any response that does not comply with these conditions will be rejected.

1. **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.
2. **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 responder, vendor must submit a "NO RESPONSE" and it must be received no later than the stated display date and time.
3. **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.
4. **PRICES, TERMS AND PAYMENT:** Prices offered shall be firm and include all packing, handling, shipping charges and delivery to the destination shown herein.
 - (a) **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.
 - (b) **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.
 - (c) **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.

- (d) **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.
- (e) **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.
- (f) **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.
- (g) **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.
5. **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.
6. **MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:** 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 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 Administrative 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

Facilities Department

Request for Proposal (RFP) FAC132766-13

Chemical Water Treatment

OVERVIEW

The purpose of this RFP is to establish a contract for chemical treatment and monthly testing of the specified HVAC systems.

DEFINITIONS

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

Proposer: Company or individual participating in the ITB process

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

RFP: Request for Proposal.

Required Proposer Documents

All proposers must provide the following documentation with their proposal. Failure to submit any part of documentation shall be grounds for disqualification of the proposal.

1. Completed Competitive Solicitation Acknowledgement Form. This 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.

2. Provide information and documentation for evaluation of:
 - a. Contractors Experience in Chemical Treatment Business
 - b. Location of Local Service Technician
 - c. Skill of Local Technician (years of service)
3. Completed Pricing Sheet
4. Copy of insurance certificate meeting University insurance policy per section 1.37 of Sealed Proposal – Terms and Conditions
5. Copy of licenses to conduct business in State of Florida
6. Copy of any Addendums to this ITB

CALENDAR OF EVENTS

The following is the anticipated timetable for the procurement process. The University reserves the right to adjust the schedule, as it deems necessary.

<u>EVENT</u>	<u>DATE</u>	<u>TIME</u>
University Issues ITB Invitation	04/11/2013	1:00 pm
Questions submitted by potential proposers	04/23/2013	4:00 pm
Answers returned to potential proposers	04/25/2013	4:00 pm
RFP Due Date	04/30/2013	4:00 pm

Chemical Water Treatment

Florida State University is accepting proposals for the chemical treatment and monthly testing of the following HVAC systems including cooling towers, closed loops and steam condensate at the buildings listed below.

The winning proposer's company must have been in the industrial water treatment business for a minimum of ten (10) years with a full laboratory capable of testing of corrosion coupons, performing water analysis including biological and analyze any system metals that may have failed.

The winning proposer's service person or persons must have a minimum of five years of field experience in the chemical treatment industry related to cooling towers, hot water closed loops, steam condensate systems, Clayton Steam Generators, Sussex Electric Boiler, Multi-Stack process chillers, Aeon heat recovery chillers and process water closed loops including glycol/ice maker systems, with knowledge of how the systems work and understanding general designs of these type systems.

The service representative must live within 50 miles of the University and be able to respond to emergency calls within two hours and emergency visits to the University within eight (8) hours. They must also be available, if needed, for scheduled non-testing visits to help the University's personnel find any problems that cannot easily be identified.

All cooling tower chemicals must be delivered to the point of use and added to the stationary containers and the empty drums removed. The closed loop chemicals must be delivered no more than two weeks before usage to the University Supply Store to be picked up and added to the required systems at the next scheduled service visit by the successful proposer's representative.

The successful proposer must obtain samples and test each of the following systems on a monthly basis. Cooling towers, closed loop systems and steam condensate systems. The Mission Road Complex water softener and steam boiler must be tested during the months it is on line which is usually the months of October through March. In addition help locate leaks and clean or replace any filters in the filter feeders.

Full written or emailed reports listing the test results must be given to Mr. Jerry Alexander and the Zone Maintenance Manager of the zone for that building at Florida State University within two business days.

If any leaks or problems are found in the mechanical rooms while obtaining your samples, you must notify both Jerry Alexander and the Zone Maintenance

Manager immediately for both safety and to save the University increased costs for both water and energy.

The successful proposal must have the following breakdown of their pricing. Cooling tower chemicals necessary for the entire contract time, annual cleaning of the cooling towers, service of all systems, replacement costs of cooling tower controller, chemical feed pump, and make-up water meter-contactor and bleed valve. Replacement equipment must be of the same manufacturer as the current model unless the manufacturing company has updated the equipment or has gone out of business. Closed loop chemicals needed are not part of the contract and will be purchased outside of the contract at a price per pound the proposer will list below. The steam condensate chemical treatment is not a part of this contract as that chemical is added at the Central Utility Plant under a separate contract.

All cooling towers must be treated to meet the Cooling Tower Institute (CTI) recommendations for control of scale, corrosion and biological growth. Each cooling tower must use a high performance scale and corrosion inhibitor, an oxidizing biocide fed at least twice per week and a non-oxidizing biocide fed at least once per week. The dosage rates of all chemical must be fed and kept within recommended control limits to control scale, corrosion and biological growth. All cooling towers will be cleaned by a process consisting of pressure cleaning with surfactant at a suitably low pressure so as not to damage the media/fill/drift eliminators. In addition washing and vacuuming out the sump will be completed annually. All distribution decks, slats, orifices and spray nozzles will be checked and cleaned annually.

The existing cooling towers controllers are top of the line bleed and chemical feed systems which have meter contactors on the make-up water with ten (10) gallon contacts for the scale and corrosion inhibitor feed. The controllers also have a pre-bleed and bleed lock out for the addition of the biocides.

The following tests and control ranges must be performed and kept within the following parameters for the cooling tower, closed loops and steam/condensate systems.

COOLING TOWERS

Cycles	2 ½-3
Conductivity	750-800
pH	8.5-9.0
Calcium Hardness	250-300

Free Chlorine 0.1-0.3 ppm (on days fed)

“M” Alkalinity Record

Chlorides Record

Inhibitor Based on product used

MISSION ROAD COMPLEX
(Steam Boiler)

This steam boiler is only used when the temperature gets low and is used for heating green houses. Monthly testing is usually required from October through March. The required testing and control limits are listed below.

Water Softener

Total Hardness <1.0 ppm

Boiler

Neutralized Conductivity 2000-2500 umhos

“P” Alkalinity 600-1000 ppm

Sulfite 30-60 ppm

Phosphate 30-60 ppm

HOT, CHILLED AND PROCESS WATER CLOSED LOOPS
(Nitrite Based)

Nitrite 600-1200 (Chilled)
 1000-2000 (Hot)

Conductivity 2-3 times the Nitrite level

pH 8.5-11.0

HOT LOOPS
(With Aluminum)

Molybdenum 150-200 ppm

pH	6.5-8.3
Conductivity	Record

CHILLED AND PROCESS LOOPS (With Glycol)

Glycol	25-35%
Phosphate	4500-7500
pH	8.0-9.5

CLAYTON STEAM GENERATOR

The Clayton Steam Generator is mainly used to supply steam when the Central Utility Plant has its annual two week steam outage in the either April or May. During this time it must be treated as a steam boiler using a one drum treatment containing a sulfite based oxygen scavenger, a phosphate based scale and corrosion inhibitor and a steam line neutralizing amine to control corrosion in the steam and condensate system. The same tests and control ranges as the steam boiler listed above must be used. When the Clayton Steam Generator is off line for the rest of the year it must have a nitrite based chemical treatment used for controlling corrosion with a nitrite level between 1,000-2,000 ppm of nitrite.

All cooling towers systems currently have container/containment systems for the required chemicals needed to meet the CTI guidelines. It is up to the winning proposer to order and keep the inventory in stock to keep any system from running out of chemicals and placing the system in a scaling, corrosive or biological growth situation. All equipment is owned by Florida State University but must be maintained by the winning proposer. If a bleed/chemical feed controller, chemical feed pumps, make-up water meter-contactors or bleed valves needs to be replaced, a price for that equipment must be listed and not increased through the duration of the contract.

In the HVAC closed loops, if low corrosion inhibitor levels are found an approximate amount of replacement chemicals to bring the corrosion inhibitor level into the recommended control range must be listed for each system. A total of the chemicals needed, listed by building, to bring all of the closed loops back within control limits will be given to Jerry Alexander so a purchase order can be given for the replacement chemical that must be added to the system at the next monthly visit. The only exception to this is if a system has been determined to have a leak and the chemical addition is to be done after the system has been repaired.

Any steam condensate that indicates hard water will be noted in the report so heat exchangers can be checked for leaks.

The winning proposer must include in their contract price the cost of monthly service of all systems, testing, the addition of treatment to systems with low corrosion inhibitor levels, scheduled return visits to help find leaks in systems that have indicated chemical loss and full reports of the tested systems including the status of the system, possible problems and any chemical additions or chemicals needed to be ordered.

The University reserves the right to add or delete items from this solicitation or the resulting contract as necessary when deemed in the best interest of the University. The University or the contractor may submit requests for additions, deletions or substitutions. If the contractor submits the request the contractor must also submit sufficient documentation to allow evaluation of the request. If request is approved the contractor shall maintain those items added to the contract at the agreed to price and schedule.

The University reserves the right to accept or reject substitutions. The University may consider updated products or services provided they are offered at a similar percentage discount as items on this contract. Should the University find it necessary to supplement, modify, correct, or interpret any portion of this solicitation such action will take the form of an addendum. Changes made to the contract after the award will be effected by change order.

The necessary closed loop chemicals needed throughout the contract will be purchased by the University on an as needed basis at a set price per pound and the estimated pounds of treatment necessary to treat 1,000 gallons of system volume will be included in these proposal specifications.

SYSTEMS TO BE TESTED BY ZONE

ZONE #1

BUILDING

SYSTEM

B. K. Roberts Law Building

Hot Water Closed Loop

Law School Rotunda

Hot Water Closed Loop

Law Library

Hot Water Closed Loop

Chilled Loop

Music South/Kuersteiner	Hot Water Closed Loop/Steam Condensate
Wescott	Hot Water Closed Loop/Steam Condensate
Diffenbaugh	Hot Water Closed Loop/Steam Condensate
Williams	Hot Water Closed Loop/Steam Condensate
Dodd	Hot Water Closed Loop/Steam Condensate
KRB/Kellogg	Hot Water Closed Loop/Steam Condensate
Turnbull/CPD	Hot Water Closed Loop/ Chilled Loop with Glycol
Longmire	Hot Water Closed Loop/Steam Condensate
Music North/Housewright	Hot Water Closed Loop/Steam Condensate
Fine Arts	Hot Water Closed Loop/Steam Condensate
New Law Building (off campus)	Hot Water Closed Loop-Aluminum Boilers Chilled Loop
F. A. R. Building/off campus (off campus)	Hot Water Closed Loop Chilled Loop
Warren Building (off campus)	Hot Water Closed Loop Chilled Loop

ZONE #2

BUILDING

SYSTEM

Strozier #1	Hot Water Closed Loop/Steam Condensate
Strozier #2	Hot Water Closed Loop/Steam Condensate
New Classroom	Hot Water Closed Loop/Steam Condensate
Bellamy	Hot Water Closed Loop/Steam Condensate

Johnston Building	Hot Water Closed Loop/Steam Condensate
Johnston Dining Hall	Hot Water Closed Loop/Steam Condensate
Student Services	Hot Water Closed Loop/Steam Condensate
Hecht House	Hot Water Closed Loop
	Chilled Loop
Sandals	Hot Water Closed Loop/Steam Condensate
Tanner Hall	Hot Water Closed Loop/Steam Condensate
Shores Condensate	Hot Water Closed Loop/Steam
Rovetta "B"	Hot Water Closed Loop/Steam Condensate

ZONE #3

<u>BUILDING</u>	<u>SYSTEM</u>
Bio-Med Building	Hot Water Closed Loop/Steam Condensate
Hoffman Building	Hot Water Closed Loop/Steam Condensate
Biology Building	Hot Water Closed Loop/Steam Condensate
Keen #1	Hot Water Closed Loop/Steam Condensate
Keen #2	Hot Water Closed Loop
Richards Building	Hot Water Closed Loop/Steam Condensate
Collins Research	Hot Water Closed Loop/Steam Condensate
New Chemistry	Hot Water Closed Loop/Steam Condensate
	Chilled Loop
Kasha/I. M. B.	Hot Water Closed Loop/Steam Condensate
Dirac	Hot Water Closed Loop/Steam Condensate

Oceanography/O. M. B.	Hot Water Closed Loop/Steam Condensate
Stone Building	Hot Water Closed Loop/Steam Condensate
Carothers	Hot Water Closed Loop/Steam Condensate
New Love Building	Hot Water Closed Loop/Steam Condensate
Old Love Building	Hot Water Closed Loop/Steam Condensate
Parking Garage #1	Hot Water Closed Loop/Steam Condensate
Mission Road Complex	Softener and Steam Boiler

ZONE #4

BUILDING

SYSTEM

Student Success	Hot Water Closed Loop/Steam Condensate
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ZONE #5

(note: these systems are off of the main campus)

BUILDING

SYSTEM

A.M.E. Building	Three Comfort Cooling Towers
	One Air Compressor Cooling Tower
	Hot Water Closed Loop (aluminum)
	Chilled Water Closed Loop
Materials Research Building	Two Comfort Cooling Towers
	Hot Water Closed Loop
	Chilled Water Closed Loop
	Process Water Closed Loop (glycol)
Golf Course #1	Hot Water Closed Loop
	Chilled Water Closed Loop (glycol)

Golf Course #2	Hot Water Closed Loop
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WFSU	Hot Water Closed Loop
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	Chilled Loop
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Research Foundation	Chilled Loop
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Shaw Telecom	Hot Water Closed Loop
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	Chilled Loop
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	Process Water Loop
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	<u>ZONE #6</u>
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<u>BUILDING</u>	<u>SYSTEM</u>
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Life Science	Hot Water Closed Loop/Steam Condensate
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Life Science Greenhouse	Hot Water Closed Loop
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Medical School	Hot Water Closed Loop/Steam Condensate
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Psychology	Hot Water Closed Loop/Steam Condensate
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Bellevue	Hot Water Closed Loop
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Clayton Steam Generator	Water Softener
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	Feedwater
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All hot water closed loops except any that have boilers or systems containing aluminum are to be treated with a corrosion inhibitor consisting of the following products, Nitrite, Borate, Caustic, and TTA with a leak detecting dye. The control range is to be between 1,000-2,000 ppm of Nitrite. Hot water closed loops containing aluminum are to be treated with a product formulated specifically for controlling corrosion on aluminum, mild steel and yellow metals such as copper or brass while maintaining a pH between 6.0-8.3. As of this proposal opening the only system containing this is the New Law Building.

All chilled water closed loops except those containing glycol are to be treated with the same chemical as used for the hot water closed loops but with a Nitrite control range of 600-1,200 ppm.

There are three chilled water closed loops containing glycol. These are the Turnbull/CPD, Golf Course #1 and the Materials Research Building process water closed loop. These systems are to maintain an ethylene glycol level of between 28%-33% with the appropriate level of a corrosion inhibitor to control corrosion of both copper and mild steel. All three systems have glycol feeders that will automatically add up to 50 gallons of a 30% glycol to replace any treatment lost through a small leak.

Contractor Personnel: The Contractor/Vendor shall enforce strict discipline and good order among the Contractor's/Vendor's employees and other persons carrying out the Contract/Purchase Order. The Contractor/Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

Warranties: Warranty of Merchantability – Goods provided by Vendor under this Purchase Order/Contract shall be merchantable. All goods provided shall be of good quality within the description given by the University, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the University, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Vendor or on the container or label.

Warranty of fitness for a particular purpose – When Vendor has reason to know or knows any particular purpose, for which the goods are required, and the University is relying on the vendor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

Warranty of title – Vendor shall, in providing goods to the University, convey good title in those goods, whose transfer is right and lawful. All goods provided by Vendor shall be delivered free from any security interest, lien, or encumbrance of which the University, at the time of contracting, has no knowledge. Goods provided by Vendor shall be delivered free of any rightful claim of any third person by or infringement or the like.

Safety Standards: Unless otherwise stipulated, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and any standards thereunder.

The Contract Term: Covered by this proposal is a period of three (3) years beginning on July 1, 2013 and ending on June 30, 2016, with an option to renew

based on satisfactory performance and the written approval of both parties for up to two (2) additional one (1) year period.

The University or the Contractor may without cause, at any time during the period of the contract, terminate the contract by giving ninety days notice in writing of their intention to do so to the other party by registered or certified mail.

PRICING SHEET

COOLING TOWERS

A.M.E. BUILDING

Inhibitor	Price per lb. \$	Pounds proposed	Total
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Oxidizing Biocide	Price per lb. \$	Pounds proposed	Total
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Non-Oxidizing Biocide	Price per lb. \$	Pounds Proposed	Total
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MATERIALS RESEARCH BUILDING

Inhibitor	Price per lb. \$	Pounds Proposed	Total
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Oxidizing Biocide	Price per lb. \$	Pounds Proposed	Total
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Non-Oxidizing Biocide	Price per lb. \$	Pounds Proposed	Total
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Continued on next page

PRICING SHEET CONTINUED

Lakewood 1575E Controller	\$
Advantage Mini-wave Controller	\$
PulsaFeeder Pump (24 gpd, 120 psi)	\$
Seametrics Meter/Contactor	\$
Advantage Duravalve Motorized Ball Valve (spring return, 3/4")	\$
Monthly Service for all systems	\$
Total Annual Service	\$
Price per lb. of closed loop nitrite treatment	\$
Price per filter cartridge for filter feeder	\$
Pounds of treatment needed to treat 1,000 gallons of system water _____Lbs.	
Price per five (5) gallon drum	\$
Price for any extra scheduled visits outside normal monthly visits	\$
Combined total for cooling tower chemicals and all service	\$
Chemical treatment field experience of primary service technician. _____Yrs.	
Chemical Contractor Years in Business (Proposer) _____Yrs.	

Evaluation Criteria

Contractor Years in Chemical Treatment Business	200 points
Location of local Service Technician –	200 points
Skill of local Technician (years of service) -	200 points
Cooling tower service costs -	150 points
Monthly service costs –	150 points
Cost of closed loop chemicals and other equipment –	100 points
Total	1000 points

SEALED BID – TERMS AND CONDITIONS

All Respondents and other participants of this BID agree that they have read and fully understand these terms and agree to be bound thereby.

Acceptance of Terms and Conditions. By submitting a response the respondent agrees that they have read, fully understand and accept these Terms and Conditions.

TERMS AND CONDITIONS

1.1 Submission of Mandatory Forms

Bidders are required to return the Competitive Solicitation (CS) Acknowledgment Form with their BID. A representative who is authorized to contractually bind the Bidder shall sign the Acknowledgment Form.

1.2 Delivery Location

Sealed BID's will be accepted until the date, hour, and address listed in this BID, by the Florida State University Facilities Purchasing Department, at which time a public opening will take place. This is an absolute deadline. BID's received after that date and time will be rejected. Delivery to any other point on or off campus is not acceptable and shall be grounds for rejection of the BID.

1.3 Delivery Address

BID's sealed in a clearly identified envelope will be accepted at the following address:

Florida State University
Facilities Maintenance, Purchasing
107A Mendenhall Building A
Tallahassee, Florida 32306-4150

Note: Delivery to any other point on, or off, campus is NOT acceptable and shall be grounds for rejection of the BID.

1.4 Delivery Deadline

The absolute deadline for receipt of sealed BID's is listed in this BID. The clock in the public bid opening room shall be the official timepiece for determining if a BID has been received at the correct time. The Florida State University is not responsible for lost, misdirected or misdelivered, or late bid packages for vendor(s) using delivery services/carriers, i.e. (USPS, FedEx, DHL, UPS, etc.). It is the responsibility of the vendor(s) to submit a complete bid response package to the FSU Facilities Purchasing Department by the designated, date and time. BID's received after the time and date listed in the bid will not be accepted and shall be returned to the sender unopened.

1.5 University Point of Contact

The Bidders SOLE point of contact for all matters relating to this BID is:

Fredrick Ross, Purchasing Specialist
Florida State University, Facilities Purchasing Department
107A Mendenhall, Building A
Tallahassee, Florida 32306-4158
Phone (850) 645-0407
Fax: (850) 644-9696
E-mail: fross@admin.fsu.edu

Written questions on this BID must be submitted to Fredrick Ross prior to the questions due date.

1.6 Vendor Point of Contact

Each Bidder shall identify in its submittal the single point of contact for all matters in relation to the response. The Invitation to Bid will be signed by a person or persons legally authorized to bind the prospective vendor to this Invitation to Bid. 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 Facilities Purchasing Specialist or as provided in this solicitation document, from the date of release of this solicitation through the end of the 72-hour period following the University's posting of the notice of intended award, in accordance with BOG Regulation 18.002. Violation of this provision may be grounds for rejecting a response.

1.7 Public Inspection

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

1.8 Written Communications Required Only those communications that are in writing from the **University Purchasing Department** shall be considered as a duly authorized expression on behalf of the University. Also, the University will recognize only communications from Bidders that are signed and in writing as duly authorized expression on behalf of the Bidder.

QUESTIONS DIRECTED TO, OR ANY RESPONSES RECEIVED FROM ANY OTHER DEPARTMENT, PERSON, AGENT, OR REPRESENTATIVE OF THE UNIVERSITY WILL NOT BE CONSIDERED VALID OR BINDING.

1.9 Formal Offer

A Bidder's written submission in response to the BID shall be considered as the Bidder's formal offer. The content of the BID, the Bidder's submission in response to the BID, and resulting contract/purchase order(s) shall be considered the entire agreement between the successful Vendor and the University. It is understood and agreed that nothing herein is intended, or should be construed, as constituting the Vendor as the agent or representative of the University for any purpose or in any manner whatsoever. The Vendor is, and shall remain, an independent contractor operating in accordance with the terms and conditions of the license granted as a result of this Request for BID.

1.10 Interpretations

The following paragraph supersedes paragraph (14), Interpretations of the General Conditions, on the Request for BID Competitive Solicitation Acknowledgment form: "Bidders shall examine the BID to determine if the University's requirements are clearly stated. If there are any requirements that are too vague or restrict competition, the Bidder may request, in writing, that the Specifications be changed. A Bidder who requests changes in the Specifications must identify and describe the Bidders difficulty in meeting the University's specifications; must provide detailed justification for the change, and must provide a recommended change to the Specification. Requests for changes must be received in the Purchasing Department by the close of the business day, not later than the entry noted in the "Calendar of Events" area of this BID as the last day to receive written inquiries regarding the BID. A Bidder's failure to request changes by the permissible date shall be considered acceptance of the University's Specifications and a waiver of the Bidders right to protest the BID on the basis of Specifications. The University reserves the right to determine which changes to the BID shall be acceptable to the University. If required, the University shall issue an addendum reflecting the changes to the BID. This addendum shall be sent to all Bidders so that each is given the opportunity of submitting a BID to the same Specification. Said Specifications shall be considered the University's minimum mandate requirements."

1.11 Verbal Communications

Bidders may not consider any verbal instructions as an official expression on the University's behalf. Only written communications, signed by a duly authorized representative of the Purchasing Office shall be considered valid.

1.12 BID Tabulation

A BID Tabulation that serves as the "Notice of Award" will be posted for review by interested parties on the University Purchasing Departments website and will remain posted for a period of seventy-two (72) hours. Any person who is adversely affected by the University decisions or intended decisions as detailed above in connection with this Bid, shall file a written "Notice of Protest" with the Director of Purchasing. Failure to file a Protest within the time prescribed in accordance with Florida Board of Governors Regulation 18.002 and FSU Regulation 6C2R-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. A "Notice of Protest" is considered filed when it is delivered to the Purchasing Department, A1400 University Center, during the normal hours of operation of the Purchasing department, 8:00 a.m. through 5:00 p.m. EST, Monday through Friday.

1.13 Mandatory Requirements

Any BID that fails to meet mandatory Specifications stated in the BID may be rejected. Any BID that does not comply with the functional, cost or contractual requirements in the BID may be rejected. The University shall not be liable to pay for information obtained from or through any Bidder prior to issuing the purchase order to the successful Bidder.

1.14 Minor Irregularities

The University reserves the right to waive minor irregularities in BID's, providing such action is in the best interest of the University. Minor irregularities are defined as those that have no adverse effect on the University's interest, will not affect the amount of the BID and will not give a Bidder an advantage or benefit not enjoyed by another Bidder.

1.15 BID Materials

The materials submitted in response to this BID become the property of the University upon delivery to the Purchasing Department. All of the materials will be considered as part of this BID and will be subject to review as public records 10 days after the BID is opened or an award is made, whichever occurs first.

1.16 BID Rejection

The University shall have the right to reject any or all BID's, and in particular reject a BID not accompanied by data required by the BID, or a BID in any way incomplete or irregular, including omissions of pricing. Conditional BID's will not be accepted.

1.17 Conflict Between Documents

If any terms and conditions contained within the documents related to this BID are in conflict with any other terms and conditions contained therein, then the various documents comprising this BID, as applicable, shall govern in the following order of precedence: Amendment/Change Order, Policy, Purchase Order, Addenda, BID Terms and Conditions, BID Specifications, General Conditions of the BID, Bid.

1.18 Additions, Deletions, Substitutions

Should the University find it necessary to supplement, modify, correct, or interpret any portion of the BID during the BID period, such action shall be taken by issuance of a written Addendum to the documents distributed to all known prospective Bidders.

1.19 Interpretation

Neither interpretation of the meaning of the BID documents, nor any correction of ambiguity, inconsistency or error will be made to any Bidder orally. All such communications will be in the form of written addenda as issued by the Contract Administrator. Only written addenda issued by the University Contract Administrator shall be binding. Bidders are advised that no other source is authorized to accept or give information concerning, explain, or interpret the BID.

1.20 Requests for Clarification

All requests for such interpretation or correction shall be made in writing directly to the Purchasing Department. Only those written requests properly submitted no later than specified can be considered. Oral or late requests will not be valid.

1.21 Acknowledgment

Any addenda issued by the University to participating Bidders shall include an "Addenda Acknowledgment Form." This form shall be signed by a company representative, dated and returned to the University by the date specified in the "Calendar of Events" for BID's to be opened.

Failure to return an "Addenda Acknowledgment Form" issued for this solicitation may be grounds for rejection.

1.22 Pride

It is expressly understood that any articles which are the subject of, or required to carry out the purchase order/contract/agreement resulting from this BID, which have been certified by the corporation identified under Chapter 946, F.S., shall be purchased from said corporation in the same manner and under the procedures set forth in Section 946.15(2), (4), F.S. For purposes of the contract/agreement resulting from this BID, the person, firm or other business entity carrying out the provisions of this agreement shall be deemed to be substituted for this agency insofar as dealings with such corporation.

1.23 Public Record

The successful Bidder 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 BID. Refusal by the successful Bidder to allow such public access shall be grounds for cancellation of the contract by the University.

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

1.24 Amendments

Any amendments, alterations or modifications to the contract resulting from this BID must be in the form of a change order to the original contract and have the

written approval of the Purchasing Department and must be signed or initialed and approved by the same signatories noted on the BID.

1.25 Validity

The laws of the State of Florida shall govern the validity, construction, and effect of any purchase order/contract or change order.

1.26 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.

1.27 Taxes

The University, 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 Vendor in the performance of the contracts with the University.

1.28 Assignment

Under no circumstances shall the successful Bidder assign to a third party any right or obligation of successful Bidder pursuant to this BID without prior written consent of the University. If the successful Bidder is, or during the term of the contract resulting from this BID, becomes an individual on the payroll of the State of Florida, successful Bidder represents that he or she has complied with all applicable provisions in the Florida Statutes and Florida Administrative Code regarding outside or dual employment and compensation.

1.29 Use by Others

With the consent and agreement of the successful vendor, purchases may be made under this BID by other universities, government agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms, and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to BID any or all of the items or services independently.

1.30 Jurisdictional Applicability

Applicable provisions of all federal, State of Florida, county and municipal statutes, laws, ordinances, rules and regulations shall govern any BID submitted hereto and any resulting contract. Lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof. Disputes arising from, or in connection with, the contract shall be determined before a Florida court of competent jurisdiction or through an applicable administrative proceeding whichever is appropriate to the circumstances under Florida law. In the event that either party is required to obtain any permit, license or authorization as a prerequisite to performing its obligation under the contract, the cost shall be borne by the party required to obtain the permit, license or authorization.

1.31 Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a contract to provide any goods or services to a public entity, may not submit a BID on a contract with a public entity for the construction or repair of a public building or public work, may not submit BID's on leases of real property to a public entity, may not be award or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

1.32 Governmental Restrictions

In the event any governmental restrictions may be imposed which would necessitate alteration of the terms of the contract resulting from this BID, it shall be the responsibility of the successful Bidder to immediately notify the University in writing, indicating the specific regulation which requires the alteration. The University reserves the right to accept any such alteration, including any fee adjustments occasioned thereby, or to cancel the contract at no expense to the University.

1.33 Cancellation Without Cause

For the protection of both parties, any contract entered into as a result of this BID may be canceled without cause or without penalty, in whole or in part by either party by giving a thirty (30) day prior notice in writing to the other party.

1.34 Equal Opportunity

The Vendor must at all times during the term of the contract be in compliance with all federal, state and local laws, rules and regulations relating to 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 proscribed by the Secretary of Labor are incorporated herein. The applicable sections, rules and regulations referenced above are hereby incorporated into the terms and conditions of this BID.

1.35 Governmental Action

It is mutually agreed that if at any time during the term of the contractual agreement the Vendor is required to make extensive program changes, as a direct result of any determination, or action by any applicable Federal, State, or Local Government authority, the University will be willing to negotiate any unit cost increase necessitated by such changes, subject to availability of funds. Any negotiated price increase may not be implemented until a contract amendment signed by both parties is processed through the Florida State University Purchasing Department.

1.36 Parking

If the contractor provides onsite services, the contractor shall observe campus parking rules and regulations at all times. No properly issued citation will be waived. Parking for contractor personnel and vehicles shall be in those areas so designated by Parking Services.

If the Contractor's agent uses any University controlled parking facility, it will be necessary to purchase a parking permit from the Parking Services Office. It will be the responsibility of the Contractor or its agent to pay any fees required.

The University 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 responder and/or subcontractor providing such insurance.

The public liability policy shall be properly endorsed with the "Hold Harmless Agreement" to save Florida State University and their Board of Trustees, State officials and employees harmless and to indemnify Florida State University and their Board of Trustees for any claim or liability to benefits under the Worker's Compensation Law of Florida (Chapter 440, Florida Statutes) occasioned by an accidental injury to temporary help by Florida State University.

Such policy or policies of insurance shall contain an endorsement giving the Florida State University Purchasing Department thirty (30) days written notice in advance of any material alteration or cancellation of the policy. Such policy or policies should contain a 3rd party rider showing the Florida State University and their Board of Trustees as additional named insured. Such policy is to be submitted to the Florida State University, Purchasing Department for approval no less than ten (10) days prior to the commencement of the term of the agreement.

1.37 Insurance

The Contractor shall not commence any work in connection with this agreement until they have obtained all the following types of insurance and such insurance has been approved by the purchaser otherwise known as The Florida State University Board of Trustees (FSUBOT), nor shall the Contractor allow any subcontractor to commence work on the subcontracted work until the subcontractor has provided proof of insurance for the same amounts as required of the Contractor by FSUBOT and approved. All insurance policies shall be with insurers qualified and doing business in Florida, and with an A.M. Best Rating no less than A-. The FSUBOT shall be furnished proof of insurance by a Certificate of Insurance accompanying the contract documents which shall name The Florida State University and Board of Trustees as an additional insured. The insurer shall provide 30 days written notice to the certificate holder if a policy is to be canceled before the expiration date of said Certificate.

The FSUBOT 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 the agreement, Worker's Compensation Insurance to all employees of the contractor working on this project. The Contractor shall also require all subcontractors to provide Worker's Compensation Insurance for their employees working on this project which shall comply fully with the Florida Worker's Compensation Law. In addition, the subcontractor shall list both the Contractor and FSUBOT as an additional insured.

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 naming The Florida State University Board of Trustees as an additional insured to protect all parties 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 the Contractor or anyone directly or indirectly employed by the Contractor. The amount of such insurance shall be set at minimum amount no less than the following:

1. Bodily Injury Liability \$1,000,000 each accident/\$2,000,000 aggregate per occurrence
 2. Auto Property Damage Liability\$1,000,000 each accident/ \$2,000,000 aggregate per occurrence
 3. Property Damage Liability- \$1,000,000 each accident/\$2,000,000 aggregate per occurrence (other than automobile) \$2,000,000 aggregate operations \$2,000,000 aggregate protective \$2,000,000 aggregate contractual
 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.
 6. In some cases a Contractor and Subcontractor may be required to provide proof of Environmental Protection Coverage.
- C. Subcontractor's Public Liability and Property Damage Insurance The Contractor shall require each of the Subcontractors to secure and maintain during the life of this contract; insurance of the same type specified above in addition to insuring the activities of the subcontractors in the event the subcontractor does not have a policy, as specified above.

1.38 Liability

The following Special Condition supersedes General Condition Number 21, titled "Liability":

Vendor's entire liability and the University's exclusive remedy shall be as follows:

In all situations involving performance or non-performance of machines or programming furnished under this agreement, the University's (the Buyer) remedy is:

- (a) the adjustment or repair of the machine or replacement of its parts by Vendor, or, at Vendor's option, replacement of the machine or correction of programming errors, or
- (b) if, after repeated efforts, Vendor is unable to install the machine or a replacement machine, model upgrade or feature in good working order, or to restore it to good working order, or to make programming operate, all as warranted, the University shall be entitled to recover actual damages to the limits set forth in this provision. For any other claim concerning performance or non-performance by Seller pursuant to, or in any other

way related to the subject matter of, this Agreement or any order under this Agreement, the University shall be entitled to recover actual damages to the limits set forth in this provision.

Vendor's liability for damages to the University for any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to the greater of \$100,000 or the purchase price stated herein for the specific machines that caused the damages or that the subject matter of, or are directly related to the cause of action, the foregoing limitation of liability will not apply to:

- (a) the payment of cost and damage awards pertaining to patent and copyright indemnity, or to
- (b) claims for procurement costs or the cost of cover pursuant to Florida State Purchasing Regulation 6C2R-2.015(16)(d).
- (c) claims for personal injury or damage to real or personal property caused by Seller's tortious conduct.

Vendor shall hold and save the University harmless for any and all suits and judgments against the State for personal injury or damage to real or personal property caused by Vendor's tortious conduct in the performance of this Agreement provided that:

- (a) the University promptly notifies the Vendor in writing of any claim, and
- (b) Vendor shall be given the opportunity, at its option, to participate and associate with the University in the control, defense and trial of any claim and any related settlement negotiations and, provided further, that with respect to any claim, or portion thereof, for which Vendor agrees at the initiation of such claim that vendor shall save and hold the University harmless, Vendor shall have the sole control of the defense, trial and any related settlement negotiations, and
- (c) the university fully cooperated with vendor in the defense of any claim. In no event, however, will Vendor be liable for:
 - (a) any damages caused by the University's failure to perform the University's responsibilities, or for
 - (b) any lost profits or other consequential damages, even if Seller has been advised of the possibility of such damages, or for
 - (c) any claim against the University by any other party, except as provided in the hold harmless provision of the preceding paragraph of this provision and

except as provided in the entitled or non-performance or machines or programming located outside the United States or Puerto Rico.

1.39 Articles

It is expressly understood and agreed that any articles which are the subject of, or required to carry out the purchase order resulting from this solicitation, which have been certified by the corporation identified under Chapter 946, F.S., shall be purchased from said corporation in the same manner and under the procedures set forth in Section 946.515(2), (4), F.S.; and for purposes of the purchase order resulting from this Bid, the person, firm or other business entity carrying out the provisions of this agreement shall be deemed to be substituted for this agency insofar as dealings with such corporation.

1.40 Title and Risk of Loss

The title and risk of loss of the goods shall not pass to University until University actually receives the goods at the point or points of delivery.

1.41 Rejection of Vendor Counter-offers, Stipulations and Other Exceptions

Any vendor exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted in writing by the University and thereafter incorporated into any contract resulting from this ITB.

1.42 Governing Law, Jurisdictional Applicability and Dispute Resolution:

The BID, any resulting contract, agreement and/or amendments will be governed and construed in accordance with the laws of Florida and applicable federal, county and municipal statutes, laws, ordinances, rules and regulations, and Florida State University and Florida Board of Governors regulations and policies. Lack of knowledge by any bidder or contractor shall not constitute a cognizable defense against the legal effect thereof. Any dispute and law suit arising from or in connection with the bid or resulting contract shall be subject to the exclusive jurisdiction of the federal and state courts in Leon County, Florida, or through an applicable administrative proceeding whichever is appropriate to the circumstances under Florida law. In the event of a dispute or law suit each party, except as provided for in the contract, is solely responsible and liable for its own legal fees and costs, including its own attorney's fees, expenses and costs.

1.43 Collusion Prohibited

In connection with this ITB, vendor collusion with other vendors or employees thereof, or with any employee of the University, is prohibited and may result in vendor disqualification and/or cancellation of award. Any attempt by the vendor, whether successful or not, to subvert or skirt the principles of open and fair competition may result in vendor disqualification and/or cancellation of award. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

The University may, by written notice to the Successful Vendor, cancel the Agreement if it is discovered by the University that gratuities, in the form of entertainment, gifts or other, were offered or given by the Successful Vendor, or any agent or representative of the Successful Vendor, to any officer or employee of the University with a view toward securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the University pursuant to this provision, University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Successful Vendor in providing such gratuities.

1.44 Right of Offset

The University shall be entitled to offset against any sums due the Successful Vendor, any expenses or costs incurred by the University, or damages assessed by the University concerning the Successful Vendor's non-conforming performance or failure to perform the Agreement, or any other debt owing the University, including expenses, costs and damages described in the termination provisions contained herein.

1.45 Bid Responsiveness:

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

1.46 Bidder Responsibility Determination:

A bidder is considered responsible if it can perform the contract as promised. Thus, the concept of responsibility focuses on the bidder's trustworthiness, quality, fitness and capacity to satisfactorily perform. Determining whether a bidder 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 vendor to perform the contract. Section 287.012(24) F.S. defines a "responsible vendor" as "a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance."

The University reserves the right to investigate or inspect at any time whether the qualifications, or services offered by a bidder meet the contract requirements. Bidder shall at all times during the contract term remain responsive and responsible. Bidder must be prepared, if requested by the University, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of the bidder for the servicing of the solicitation. If the University determines that the conditions of the solicitation documents are not complied with, or that the services proposed do not meet the specified requirements, or that the qualifications, financial standing, or personnel resources are not satisfactory, or that performance is untimely, the University may reject the response or terminate the contract. Bidder may be disqualified from receiving awards if bidder, or anyone in bidder's employment, has previously failed to perform satisfactorily in connection with public proposal or contracts. This paragraph shall not mean or imply that it is obligatory upon the University to make an investigation either before or after award of the contract, but should the University elect to do so, the bidder is not relieved from fulfilling all contract requirements.

1.47 Who May Respond:

Fully capable bidders, who are in good standing with the State of Florida and this University, that meet the Technical Specifications, and which possess the financial capability, experience and personnel resources to provide service of the scope and breadth described in this ITB. The University and eligible users retain the right to request additional information pertaining to the Bidders ability and qualifications to accomplish all services described in this ITB as deemed necessary during the RFP or after contract award.

1.48 Inspection and Audit:

All books, accounts, reports, files and other records relating to the Agreement shall be subject at all reasonable times to inspection and audit by Buyer or any third party on behalf of Buyer. This includes any other participating school using this agreement. As a condition of doing business with FSU, vendor must respond to all requests by FSU or any other third party on behalf of FSU regarding information on any transaction or spend detail that FSU has done with the awarded vendor.

Seller shall establish a reasonable accounting system, which enables ready identification of seller's cost of goods and use of funds. Buyer may audit seller's records anytime during the contract term. The right to audit shall include subcontractors in which goods or services are subcontracted by seller. Seller shall insure buyer has these rights with subcontractor(s).

1.49 Purchases of Tangible Personal Property - Price preferences to Florida vendors:

Awards of Invitations to Bid and Requests for Proposals: 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 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 lowest responsible and responsive bid or proposal is submitted by a bidder or proposer whose principal place of business is in a state or political subdivision outside the State of Florida, which grants a preference for the purchase of commodities when awarding the bid or calculating the cost in a proposal, the University must apply a preference which is equal to the preference granted by the state or political subdivision in which the lowest responsible and responsive bidder or proposer has its principal place of business. If the lowest responsive and responsible bidder or proposer in that state does not grant a preference in competitive solicitation to companies having a principal place of business in that state, the preference granted to the lowest responsible and responsive bidder/proposer having a principal place of business in Florida shall be 5 percent.
- Public Printing: When awarding a contract to have materials printed, the University must grant a preference to the lowest responsible and responsive bidder having a principal place of business within the State of Florida. The preference shall be 5 percent if the lowest bid is submitted by a bidder whose principal place of business is located outside the State and if the printing can be performed by the Florida bidder at a level of quality comparable to that obtainable from the a bidder submitting the lowest bid located outside of Florida.

IMPORTANT NOTICE: Pursuant to Section 287.084, Florida Statutes, bidders or proposers whose principal place of business is outside the state of Florida **must include**, with their Bid or RFP response document, a written statement, signed by an attorney at law licensed to practice in the bidder or proposer’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.