

**INSTRUCTION FOR COMPLETING  
COMPETITIVE SOLICITATION ACKNOWLEDGEMENT FORMS**

The Competitive Solicitation Acknowledgement Form must be completely filled in. This may be done on line then printed or you may print then fill in with pen or typewriter.

**PLEASE NOTE: IF THIS IS NOT COMPLETED IT MAY BE GROUNDS FOR  
REJECTING YOUR SOLICITATION.**



**Florida State University  
Competitive Solicitation  
Acknowledgement Form**

**Submit Response To:**

Facilities Purchasing  
Florida State University  
969 Learning Way, Rm 107A  
Tallahassee, FL 32306-2370  
Phone (850) 645-0407 | Fax (850) 645-9696  
www.facilities.fsu.edu

**CS No:** FAC171078-16

**Title:** Storm water Preventative Maintenance and Repairs

**Date of Issue:** 12/13/2016

**Response Due Date and Time:** 1/13/2017 2:00 pm

**CS Point of Contact**

**Name:** Fredrick Ross

**Phone:** 850-645-0407

**Email:** fross@admin.fsu.edu

**Vendor Information**

**Federal Employer Identification Number or SS Number:**

**Company Name:**

**Reason for no offer:**

**Mailing Address:**

**City, State, Zip Code:**

**Posting of Competitive Solicitation Tabulations**

**Area Code**

**Telephone no.**

Proposal tabulations with intended award(s) will be posted for review by interested parties at Procurement Services and our solicitation web page and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Florida Board of Governors Regulation 18.002 and FSU Regulation FSU 2.015, or failure to post the bond or other security as required in Florida Board of Governors Regulation 18.003, shall constitute a waiver of proceedings under that regulation.

**Toll Free no.**

**Fax no.**

**Email Address:**

**Government Classifications**  
**Check all applicable**

- ☐ African American
- ☐ American Women
- ☐ Asian-Hawaiian
- ☐ Government Agency
- ☐ Hispanic
- ☐ MBE Federal
- ☐ Native American
- ☐ Non-Minority
- ☐ Non-Profit Organization
- ☐ Pride

- ☐ Small Business Federal
- ☐ Small Business State
- ☐ Veteran/Service Disabled

*I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer 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 offer and certify that I am authorized to sign this offer 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 an offer to an agency for the State of Florida, the responder offers and agrees that if the offer is accepted, the responder 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 hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities of 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 responder.*

\_\_\_\_\_  
**Printed Name/Title**

\_\_\_\_\_  
**Authorized Signature**



**THE FLORIDA STATE UNIVERSITY  
Facilities Purchasing Department**

**Storm water System Preventative Maintenance and Repairs**

**Request for Proposals  
RFP#171078-16**

**OVERVIEW**

The Florida State University Facilities Department is soliciting proposals to provide storm water system preventative maintenance and repair services as directed by the University.

All questions during the quote process need to be referred to Fredrick Ross (850) 645-0407  
([fross@admin.fsu.edu](mailto:fross@admin.fsu.edu)).

**DEFINITIONS**

- a. **Purchase Order/Contract** – The Purchase Order (PO) or other form or format, provided to the awarded Respondent(s), FSU uses to make a purchase under the contract term, which includes a formal written PO, electronic PO, Procurement Card (P-card), or any other means authorized by Procurement Services and which incorporates the requirements and conditions listed in the Proposal.
- b. **Request for Proposal** – a written or electronically posted solicitation for competitive sealed replies to select one or more Respondents to procure commodities or services during the term of the contract.
- c. **May, Should** – Indicates something that is not mandatory, but permissible, recommended, or desirable.
- d. **Minor Irregularities** – irregularities that have no adverse effect on FSU's interest, will not affect the amount of the RFP and will not give a Respondent an advantage or benefit not enjoyed by another Respondent.

- e. **Must, Shall, Will** – The words “shall,” “must,” or “will” are equivalent and indicate mandatory requirements or conditions. FSU will not waive Responder’s material deviation from any of the mandatory requirements.
- f. **Response** – The entirety of the Respondent’s submitted proposal response to the RFP, including any and all supplemental information submitted.
- g. **Respondent** - Anyone who submits a timely proposal in response to this RFP.
- h. **Responsible Respondent** – A Respondent that has submitted a proposal that conforms in all material respects to the solicitation
- i. **Responsive Proposal** – A proposal submitted by a responsive and responsible Respondent that conforms in all material respects to the solicitation.
- j. **Sole Point of Contact** - The Procurement Officer or designee to whom Respondents shall address any questions regarding the solicitation or award process. The sole point of contact shall be the arbitrator of any dispute concerning performance of the Contract.
- k. **Successful Respondent** - The firms or individual who is the recommended recipient of the award of a contract under this RFP (also synonymous with “Payee”, “Offerer,” “Contractor” and “Vendor”). If a Respondent is a manufacturer, its certified dealers and resellers may also furnish products under the Contract; in choosing to do so, the dealers and resellers agree to honor the Contract and the term “contractor” shall be deemed to refer to them. Unless awarded the Contract as a direct Respondent, however, dealers and resellers are not parties to the Contract, and the Respondent that certifies them shall be responsible for their actions and omissions.
- l. **University** – Florida State University, Florida State University Board of Trustees is a public body corporate of the State of Florida.

### **TERM OF CONTRACT**

The effective date of this contract will be from February 1, 2016 through January 31, 2019. The Florida State University reserves the option to extend this contract for two (2) additional twelve (12) month periods with all pricing, terms and conditions continued.

### **SCOPE OF WORK**

Florida State University is requesting proposals from qualified storm water service companies to provide storm water systems preventative maintenance and repair services as directed by Florida State University. The anticipated work will be related to storm water ponds and their associated conveyances.

- The selected vendor(s) will receive a \$20,000 service contract purchase order for

anticipated preventive maintenance or repairs.

- The vendor assigned to perform the services will be selected based on staff qualifications, certifications, references, proximity of resources, cost, and company presentations.
- If the assigned vendor is unable to arrive on site in an acceptable time frame, one of the other selected vendors may be assigned.
- For any cost over \$2,500, whether preventive or repair maintenance, the vendor shall provide a written estimate prior to starting the work as requested by Florida State University.
- It is the vendor's responsibility to notify Florida State University if assigned work will exceed the open purchase order. Work in excess of the open purchase order shall not be executed until either the purchase order is increased or a new one is issued.
- No work is guaranteed to any of the three (3) selected vendors.
- If the vendor cannot maintain acceptable performance to Florida State University, a notification will be sent indicating a 60 day probationary period where deficiencies must be resolved. If deficiencies are unresolved after that period, the purchase order may be terminated and the vendor selection revoked.

The following systems will be excluded from the agreement:

- Rebuilding of connections to existing city manholes

### **MANDATORY MEETING**

It shall be MANDATORY that each Proposer be present for pre-proposal meeting. This meeting is to occur on **Thursday, January 5, 2017. Attendees are to meet promptly at 10:00 A.M. at designated area.** All attendees must sign in at that time. The purpose of this visit is for all prospective proposers to acquaint themselves with the conditions and requirements of the task to be performed. Attendees will be apprised of all conditions of the requirements and should take notes if applicable. Proposer shall stay for the duration of the site visit and shall sign out when the site visit is complete. The solicitation response from a proposer who fails to attend the entire site visit or to sign in and out will be rejected. No allowances will be made for unreported conditions which a prudent proposer would recognize as affecting the work called for or implied by this proposal.

**Meeting – Conference Room 101 – Mendenhall Building A, 969 Learning Way,  
Tallahassee, FL 32306 - Thursday, January 5, 2017**

## **CALENDAR OF EVENTS**

Unless otherwise revised by a subsequent addendum to this competitive solicitation, the dates and times by which stated actions should be taken or completed are listed below. If FSU determines, in its sole discretion, that it is necessary to change any of these dates and times, it will issue an Addendum to the competitive solicitation and issue a Notice of Addendum on the FSU Purchasing Website. All times listed are Eastern Standard Time (EST). It is the vendor's responsibility to check the FSU Purchasing website for any updates or addendums to this RFP.

<b><u>Task</u></b>	<b><u>Date</u></b>
RFP Posted	12/13/2016 @ 1:00 pm EST
Mandatory Pre-Proposal Meeting	1/5/2017 @ 10:00 am EST
Last Day for Vendor Questions	1/9/2017 @ 5:00 pm EST
Addenda Released if Necessary w/Answers to Questions	1/11/2017 @ 5:00 pm EST
Proposal Due Date	1/13/2017 @ 2:00 pm EST
Shortlisted Company Presentations (tentative)	1/16/2017 – 1/20/2017

## **CONTRACTOR 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.

### **FAILURE OF VENDOR TO PERFORM**

In the event that any of the provisions of the agreement are violated by the vendor, the Florida State University (University) shall serve notice upon such vendor of termination of this agreement.

### **RIGHT OF TERMINATION**

Any purchase order resulting from this agreement can be canceled without cause by the vendor or the Florida State University upon giving thirty (30) days written notice to the other party.

However, during the thirty-day period after such notice is given, the rights, obligation, and liability of each party to this agreement shall remain in full force and effect. Such cancellation shall end the obligations of both parties with regard to the Request for Proposal and any resulting purchase orders.

### **RESPONSE FORMAT**

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

- ☐ Submit one (1) original clearly marked and six (6) copies of the proposal in hard copy form and one (1) electronic copy cd/dvd/flash drives. Emails or faxes are not acceptable. The original response shall contain the original manual signature of the authorized person signing the proposal, and the electronic copy of the proposal.
- ☐ Failure to include the original proposal response and all signed copies may be grounds for rejection of your proposal without further evaluation.
- ☐ The original response, clearly marked original, and copies shall be in a standard size 3 ring binder or binders, tabbed and numbered as described below. Original must be submitted in a separate envelope.
- ☐ Each proposer's response shall include the information and required submittals described, tabbed and numbered as shown below, with all information appearing in the Tab in which



it was requested. Failure to submit any part of the documentation listed shall be grounds for disqualification of a response.

- ☐ Questions and requests for information may not be rearranged, regrouped, or divided in any way.
- ☐ All information and required submittals requested SHALL BE in hardcopy and included in your written response.

*Responses shall not refer the University to electronic media such as websites; cd's, disks, or tapes in order to obtain the required information or submittals.*

Failure to adhere to this condition shall cause your response to be rejected without further evaluation.

- ☐ Information submitted that is not requested by the University may be considered to be supplemental and not subject to evaluation by the committee members.
- ☐ If there is any information or required submittals which due to size or binding cannot be incorporated following the proper tab, the proposer must provide information following the numbered tab, telling the evaluator where the information can be found in the response.

### **SUBMISSION OF INTIAL RESPONSE**

Responses shall be tabbed and headed exactly as outlined in each section, and the required information shall be provided in the section under which it was requested by FSU Facilities. Responding companies may not combine or reorganize the headings and/or requests for information, or indicate that the information will be included in another section.

**Tab 1: RFP Form** - Completed and signed Competitive Solicitation Acknowledgement Form and copies of any addenda issued.

#### **Tab 2: Company Overview**

1. Brief introduction to your firm and interest in serving FSU
2. Name and address of company location responsible for ultimate fulfillment of any contract awarded to this RFP and the contact information
3. Number of years agency has been established
4. Review and outline of services offered by vendor/agency

5. Main contact name, phone number(s), fax number(s), email address and any other contact means available for lead on this project

**Tab 3: Experience** - The proposer shall provide a listing of all contracts, regardless of facility size, that they have held for the past three (3) years of work. A minimum of the three (3) most recent clients served must be included and must include the Contract Manager contact information. Please provide a detailed response to the specialized skills and services your company provides, copies of professional certifications, and information regarding company's environmental record.

**Tab 4: Staff Qualifications Overview** – Provide detailed background experience for the designated individuals that will provide services for this contract.

**Tab 5: Price Sheet.** Completed Pricing Sheet

**Tab 6: References.** Provide at least three (3) verifiable references with contracts similar to this scope of work. The relationship must be within the last three (3) years. Of the three (3) required reference submittals, only one (1) may be from a Florida State University contract.

**Tab 7: Main Contact.** State clearly the name, phone number and email address of the primary point of contact and background experience for the designated individual that will handle the University's account.

Elaborate proposals in lieu of answering the questions above as outlined in the RFP shall be considered non-responsive.

**Tab 8: Other Information.** Provide any additional information in this section.

### **EVALUATION PROCESS**

Proposals will be evaluated by the RFP Evaluation Committee to determine which company whose written response best addresses the University's priorities, as previously stated. Florida State University Facilities Department reserves the right to award in the best interest of the University. The companies with highest aggregate score will be considered for award. The University reserves the right to award to one or more Proposers.

### **SCORING**

Contractor Certifications (16.25%)

Staff Qualifications (16.25%)

References (19.5%)

Proximity of Resources (6.5%)

Company Presentations (6.5%)

Environmental Record (10%)

Pricing (25%)

The evaluation committee will use a point assignment system to create a list of proposals in rank order. Committee members will individually review each proposal being considered and assign a numerical scores of 1 (low) to 10 (high) for each of the evaluation criteria.

The numerical score for each criterion will then be weighted by multiplying it by the weight points (listed above) assigned to those criteria. The weighted scores will be added to determine the total weighted score given by each committee member for each of the proposals being considered. The total weighted scores (one per committee member), applicable to each proposal being considered, will be added together to determine an aggregated committee score for each proposal. The aggregate committee score for each proposal will be used to create a rank ordering of the proposals.

FSU May:

- Reject any and all proposals or any part thereof, to waive informalities, and to make single or multiple awards. Incomplete proposals may not be considered in the evaluation.
- Reserve the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation and other qualifications of the Respondent(s) and any subcontractors and to reject any proposal irrespective of pricing and financial terms if it is determined that the Respondent is deficient in any of the essentials necessary to assure acceptable standards of performance in the services of this RFP.
- Reserve the right to refrain from notifying the unsuccessful Respondent(s) that their proposals have not been awarded by FSU until after FSU has entered into a binding agreement with the successful Respondent(s).
- Reserve the right to ask for clarifications of a proposal response.

FSU Will:

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

### **DELIVERY OF PROPOSALS**

The original and number of copies specified above shall be mailed to the FSU Sole Point of Contact noted above. These copies must be received within Procurement Services no later than the date and time noted in the Calendar of Events. Emailed and faxed copies are not acceptable and shall be considered as an invalid response.

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

- a. All proposal responses must contain the Competitive Solicitation Acknowledgement form with a manual signature (or a facsimile). Proposals must be typed except for those areas where the RFP specifically allows hand written entries. If submitted by mail, do not include more than one response in a sealed envelope or package. The face of the envelope or package shall contain the Procurement Services address as provided in this RFP, the date and time of the proposal opening and the RFP number. Proposals submitted on any attached response form or in another specified media may be rejected. Any manual changes made to a RFP price must be initialed. All proposals are subject to the conditions specified herein. Any response that does not comply with these conditions will be rejected.
- b. DO NOT ALTER THIS RFP document IN ANY WAY. The only acceptable changes or alterations to this RFP will be made in the form of addenda and issued only by FSU Procurement Services.
- c. Only fully capable and responsible companies or individuals, who are in good standing with the State of Florida and FSU, who can demonstrate the ability to fulfill all specifications, and that possess the financial capability, experience, and personnel resources to provide all goods and services of the scope and breadth described in this RFP should respond.
- d. The Respondent submitting the proposal warrants that, to the best of their knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish its ability to satisfy Contract obligations, should a contract be awarded.
- e. **No Proposal Submitted.** If not submitting a response to this RFP, respond by returning only the RFP Competitive Solicitation Acknowledgement Form with the statement "NO RESPONSE" written on it and a brief explanation in the space provided on that form. Failure to respond to an RFP by not returning a response or this acknowledgement form may result in removal of your company from the FSU's RFP proposalder database.
- f. **Delivery Deadline.** The absolute deadline for receipt of sealed responses is listed in Section V. The clock in the lobby of Procurement Services shall be the official timepiece for determining if a response has been received at the correct time. FSU is not responsible for lost, misdirected or mis-delivered, or late proposal packages for Respondent(s) using delivery services/carriers (i.e. USPS, FedEx, DHL, UPS, etc.).

- g. **Samples.** Samples of items, when called for, must be furnished free of expense, and if not destroyed, may, upon request, be returned at the Respondent's expense. Each individual sample must be labeled with Respondent's name, manufacturer's brand name and number, RFP number and item reference. A request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your proposal. If instructions are not received within this time, the samples shall be disposed of by FSU.
- h. **Disqualification of Respondent.** Only one proposal response from an individual, firm, partnership, corporation or association under the same or different names will be considered. Reasonable grounds for believing that a Respondent is involved in more than one proposal response for the same RFP will be cause for rejection of the highest proposal response in which such Respondents are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Respondents. Proposals in which the prices obviously are unbalanced will be subject to rejection.
- i. **Proposal Materials.** The materials submitted in response to this RFP become the property of FSU upon delivery to Procurement Services.

#### **Important Note Regarding Written Proposal Response**

The determination of the companies selected will be based on evaluation of the written response submitted. Any response that does not provide complete, accurate, and detailed answers to each question or which indicates the company prefers to defer providing complete details until a later stage in the process, may be declared non-responsive and rejected without further evaluation or consideration.

### **IRESPONSIVENESS AND RESPONSIBILITY DETERMINATION**

#### **Responsiveness Determination**

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

#### **Responsibility Determination**

A Respondent is responsible if it can perform the contract as promised. Thus, the concept of responsibility focuses on the Respondent's trustworthiness, quality, fitness and capacity to satisfactorily perform. Determining whether a Respondent is responsible can include evaluation of the following: financial resources, performance schedule, performance record, organization and skills, equipment and facilities, and various other matters relating to the ability of a Respondent to perform the contract. Section 287.012(24) F.S. defines a

“responsible 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.”

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

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

### **INTERPRETATIONS**

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

### **NONCONFORMANCE TO PROPOSAL CONDITIONS**

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

### **ADDITIONS, DELETIONS, SUBSTITUTIONS**

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

### **LEGAL REQUIREMENTS**

Applicable provisions of all Federal, State, County, and local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all proposal responses received in response hereto and shall govern any response by FSU by and through its officers, employees, and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Respondent shall not constitute a cognizable defense against the legal effect thereof.

### **LOBBYING AND GRATUITIES**

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

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

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

### **ADVERTISING**

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

### **PUBLIC INSPECTION**

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

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

### **COMPETITIVE SOLICITATION (RFP) TABULATION**

An RFP Tabulation that serves as the “Notice of Intended Decision” will be posted for review by interested parties on the Facilities Purchasing website (<https://www.facilities.fsu.edu/depts/financialServ/currentProposalsSolic.php>) and will remain posted for a period of seventy-two (72) hours. Any person who is adversely effected by FSU decisions or intended decisions as detailed above in connection with this RFP, shall file a written “Notice of Protest” with the Director of Procurement Services. Failure to file a protest within the time prescribed in accordance with BOG Regulation 18.002 and FSU Regulation FSU-2.015, or failure to post the bond or other security as required in BOG Regulation 18.003, shall constitute a waiver of right to protest.

### **COVERAGE AND PARTICIPATION**

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

### **SPECIAL ACCOMMODATIONS**

It is recommended that Respondent(s) arrive approx. one (1) hour before the start time of any scheduled mandatory or non-mandatory site visit. Attendees must follow all FSU parking regulations. If you have questions regarding where or how to park on campus, please contact FSU Parking Services at (850) 644-5278. Any person requiring special accommodations should contact Procurement Services at 850-645-04070 and ask for the Sole Point of Contact noted in the RFP.

### **ADDITIONAL QUANTITIES**

Unless otherwise noted in the RFP document, for a period not exceeding ninety (90) days from the date of award of the proposal by FSU, the right is reserved to acquire additional quantities up to the amount shown on the RFP, but not to exceed \$75,000, at the prices listed on the proposal response to this RFP. If additional quantities are not acceptable, the tabulation sheet must be noted “RESPONSE IS FOR SPECIFIED QUANTITY ONLY.”



### **CONFLICT BETWEEN DOCUMENTS**

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

### **PROPRIETARY OR CONFIDENTIAL INFORMATION.**

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

### **PURCHASES OF TANGIBLE PERSONAL PROPERTY – PRICE PREFERENCES TO FLORIDA VENDORS (Attachment A – ATTESTATION OF PRINCIPAL PLACE OF BUSINESS):**

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

- **Principal Place of Business Definition:** Principal place of business is defined as location where a corporation’s officers direct, control, and coordinate the corporation's activities (known as the nerve center test). In most states, corporations must report their principal place of business to the Secretary of State.
- **Personal Property:** When the most advantageous proposal, or the best value reply is submitted by a Respondent whose principal place of business is in a state or political subdivision outside the State of Florida, which grants a preference for the same purchase to a vendor in such state or political subdivision, as applicable, then FSU shall grant the same preference to the responsible and responsive Resident Vendor with the most advantageous proposal received, or the best value reply received pursuant to an Invitation to Proposal.

With respect to Invitations to Proposal, if the most advantageous proposal or best value reply in that state does not grant a preference to companies having a principal place of business in that state, then no price preference will be granted.

**Personal Property Definition:** “Personal Property” shall be defined as goods and commodities, but not real estate, intellectual property or services.

- **IMPORTANT NOTICE:** Pursuant to Board of Governors Regulation 18.001, Respondents whose principal place of business is outside the state of Florida must include, with their RFP response document, a written statement, signed by an attorney at law licensed to practice in the Respondent’s state (referred to as their "principal place of business" in the law), detailing geographical price preferences, if any or none, granted by the laws of that state or political subdivision.

- Note: The Respondent's principal place of business, as represented by the Respondent in its proposal response, may be relied upon by FSU without further inquiry. If FSU determines that a Respondent has misrepresented its principal place of business, the Respondent's proposal or reply shall be rejected.

#### **CERTIFICATION OF RFP**

Respondent agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced RFP and any addenda thereto in the event of any award. Exceptions are to be noted as stated in the RFP. By signature on the Competitive Solicitation Acknowledgement form, the Respondent certifies that (1) proposal did not involve collusion or other anti-competitive practices, (2) Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal, (3) Respondent certifies there is no employee of FSU, or whose relative has, a substantial interest in any Agreement subsequent to this RFP, (4) Respondent certifies they are not currently debarred, or suspended or proposed for debarment by any federal entity and agrees to notify FSU of any change in this status, should one occur, until such time as an award has been made under this procurement action and (5) Respondent certifies review of the RFP in its entirety and understands the terms and conditions contained herein and referenced below.

FSU's standard Insurance requirements:

<http://procurement.fsu.edu/sites/default/files/media/doc/StandardInsuranceProvisions.pdf>

FSU's standard Purchase Order Terms and Conditions:

<http://procurement.fsu.edu/sites/default/files/media/doc/Standard Terms and Conditions.pdf>

The Federal Acquisition Regulations for federally funded contracts:

<http://procurement.fsu.edu/sites/default/files/media/doc/FederalAcquisitionRegulations.pdf>

## **PRICE SHEET**



# ***The Florida State University***

*Facilities Operations and Maintenance*

*Purchasing Specialist*

*107A Mendenhall Building A*

*Tallahassee, Florida 32306-4150*

*P: (850) 645-0407 F: (850) 644-9696*

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## **BIDDER PRICING SHEET**

### **BID NUMBER: FAC171078-16**

### **DATE: January 13, 2017**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
PHONE NUMBER

/ \_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS

General Repairs Labor Rate: \_\_\_\_\_/hour

Landscape Labor Rate: \_\_\_\_\_/hour

Excavation Equipment Rate: \_\_\_\_\_/hour

Excavation Equipment Operator Labor Rate: \_\_\_\_\_/hour

Other: \_\_\_\_\_/hour

Other: \_\_\_\_\_/hour

Other: \_\_\_\_\_/hour

\_\_\_\_\_  
Print                      Individual or Firm Name  
(Apply Seal if Corporation)

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_