

INVITATION TO BID

ITB #FAC83209-11

FSU Water Purification

The Florida State University Facilities Purchasing shall receive sealed bids until the dates and times shown for the following projects. Bids may be brought to the bid opening or sent to:

Florida State University
Facilities Purchasing Department
102A Mendenhall Building A
Tallahassee, Florida 32306

prior to bid opening. Bidder must reference bid number, opening date and time on outside of bid package to insure proper acceptance. **Bids submitted by facsimile are not acceptable.** For information relating to the Invitation(s) to Bid, contact the

Bid Number FAC83209-11
Procurement Associate: Betty-Jean (BJ) Lewis, Facilities
MANDATORY PRE BID: **May 24, 2011 @ 9:00 a.m. local time**
LOCATION: Lobby of King Life Science Bldg
Public Bid Opening: **June 7, 2011 @ 2:00 p.m. local time**
LOCATION: **Mendenhall Bldg A, Room 114**
FSU-Facilities Maintenance
969 Learning Way, MMA room 101
Tallahassee, Florida 32306-4150
Facilities Purchasing Department

Bid Documents: Purpose of this invitation to Bid (ITB) is to secure a qualified contractor to lease appropriate water purification equipment, provide training, and full service maintenance so as to guarantee both the quality and quantity of high purity water required at each Florida State University campus location, listed herein.

NOTICE TO BIDDERS

THERE WILL BE A PUBLIC BID OPENING

BID NUMBER: FAC83209-11
Purchasing Agent: B.J. Lewis, Facilities Purchasing
Location: 969 Learning Way, 102A MMA, FSU Campus
Tallahassee, Florida 32306
TITLE: FSU Water Purification
Public Bid Opening: June 7, 2011 @ 2:00 p.m. local time

Bids may be brought directly to the bid opening or delivered to the Facilities Purchasing Department, 969 Learning Way, 102A Mendenhall Building A, Tallahassee, Florida 32306 prior to the scheduled opening time. Bids, which for any reason, are not delivered to this location at the prescribed time will not be considered. **Delivery of a bid to the University Post Office or any other point on the University campus other than the Facilities Purchasing Department Office is not acceptable. It is the bidder's responsibility to insure that his/her bid is delivered at the proper time and place for the bid opening.** To insure your **BID** or **NO BID** response remains sealed until opening time, place **BID NUMBER, DATE, AND TIME OF OPENING ON OUTSIDE** envelope of Federal Express package, etc.

Please indicate on envelope if this is a "NO BID"

Failure to comply with any of the above conditions may be grounds to reject the offending vendor's bid.

I certify by the signing of this invitation to bid that the prices offered to Florida State University on the items included are less than or equal to those offered other stat universities for the same or similar items.

Betty-Jean (BJ) Lewis, Purchasing Agent
Facilities, Florida State University
969 Learning Way
102A Mendenhall, Building A
(F) 850-644-5071
blewis@admin.fsu.edu

INVITATION TO BID

ITB #FAC83209-11

FSU Water Purification

ANTICIPATED PROCUREMENT SCHEDULE

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 (EDST)</u>
University Issues ITB Invitation	04/27/2011	4:00 PM
Mandatory Pre-Proposal Conference & Walk-through (estimated 4 days total)	05/24/2011	9:00 AM
Last Date to Receive Questions or Clarifications	05/27/2011	4:00 PM
Answers available to all participants	06/03/2011	2:00 PM
University Opens Bid Responses	06/07/2011	2:00 PM
University Awards Bid	06/10/2011	2:00 PM
Anticipated Contract Effective Date	07/01/2011	8:00 AM

SPECIAL TERMS AND CONDITIONS

A. Public Inspection

In accordance with Florida Statutes, the Request for Proposal (ITB) shall not be made available for public inspection until the University provides notice of a decision or intended decision pursuant to s3120.53 (5)(a), Florida Statutes (FS), or within 10 days after the final submission date, whichever is earlier.

B. Written Communications Required

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussion with any University employee. Only those communications that are in writing from the University Facilities Purchasing Department shall be considered as a duly authorized expression on behalf of the University. Also, the University will recognize only communications from Proposers that are signed in writing at the mandatory pre-submission conference as duly authorized expression on behalf of the Proposer.

C. Formal Offer

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

D. Interpretations

Proposers shall examine the ITB to determine if the University's requirements are clearly stated. If there are any requirements that are too vague or restrict competition, the Proposer may request, in writing, that the specifications be changed. A Proposer who request change in the specifications must identify and describe the Proposer's difficulty in meeting the University's specifications, must provide detailed justification for the change, and must provide a recommended change to the specification. Request for changes must be received in the Facilities Purchasing Department by the close of the business day, not later than the entry note in the "Calendar of Events" area of this ITB as the last to receive written inquiries regarding the Proposal. A Proposer's failure to request changes by the permissible date shall be considered acceptance of the University's Specifications and a waiver of the Proposers right to protest the ITB on the basis of Specifications. The University reserves the right to determine which changes to the ITB shall be acceptable to the University. If required, the University shall issue an addendum reflecting the changes to the ITB. This addendum shall be sent to all Proposers so that each is given the opportunity of submitting Proposals to the same Specification. Said specifications shall be considered the University's minimum mandate requirements.

E. Verbal Communications

Proposers 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 Facilities Purchasing Office shall be considered valid.

F. Proposal Tabulation

A Proposal Tabulation that serves as the "Notice of Award" to the Proposer of receiving the contract award will be posted for review by interest parties at the University Facilities Purchasing Department on the day noted in the "Calendar of Events" area of this ITB and will remain posted for a period of seventy-two (72) hours. Any person who is adversely effected by this University decision or intended decisions as detailed above in connection with this ITB, shall file a written "Notice of Protest" with the Director of Facilities Purchasing. Failure to file a "Notice of Protest" within the 72 hours after the protested University intended decisions is posted shall constitute a waiver of proceedings under s.120 Florida Statutes. A "Notice of Protest" is considered filed when it is delivered to Facilities Purchasing Department, 969 Learning Way, 102A MMA, Tallahassee, Florida 32306, during normal hours of operation of the file a "Formal Written Protest" and the bond required under Rule 6C-18.055(3) Florida Administrative Code (FAC) with ten (10) days after filing the "Notice of Protest" in the accordance with Rule 6C2-2.015(13) FAC shall constitute a waiver of the Proposer's right to protest under s.120.57(3)(b), Florida Statutes.

G. Mandatory Requirements

Any Proposal that fails to meet mandatory Specifications stated in the ITB may be rejected. Any Proposal that does not comply with the functional, cost or contractual requirements in the ITB may be rejected. In addition to the requirements of paragraph (8), Awards, of the General Conditions on the Request for Proposal Commodities Acknowledgment form, the University shall not be liable to pay for information obtained from or through any Proposer prior to issuing the purchase order to the successful Proposer.

H. Minor Irregularities

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

I. Format

Each Proposal shall be prepared simply and economically, providing a straight forward, concise delineation of the Proposers capabilities to satisfy the Specifications of the ITB. Fancy binding, colored display and promotional materials are not desired. However, technical literature and pictures of proposed equipment should be included in the Proposal. Emphasis in each Proposal must be on completeness and clarity of contents. To expedite the evaluation of Proposals, it is essential that Proposers follow the format and instructions contained herein. Failure to follow the requested format may result in rejections.

J. Extension Errors

In the event of extension error(s), the unit price will prevail and the Proposer's Total Offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Proposer's Total Offer will be corrected accordingly. Proposers must check their Proposal for any such errors and state the discount(s) where applicable.

K. University Point of Contact

The Proposer's point of contact for all matters relating to this ITB is:

Betty-Jean (BJ) Lewis

Florida State University Facilities Purchasing Department

969 Learning Way, 102A MMA

Tallahassee, Florida 32306

Fax: (850) 644-5071

E-mail: blewis@admin.fsu.edu

Written questions on this ITB must be submitted to Betty-Jean (BJ) Lewis. Questions must be received by the date listed for that event in the "Calendar of Events". After that date, no inquiries regarding the Proposal, oral or written, will be accepted.

L. Contractor Point of Contact

Each Proposer shall identify in its submittal the single point of contact for all matters relating to the response.

M. Proposal Materials

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

N. Proposal Rejection

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

O. Conflict Between Document

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

P. Additions, Deletions, Substitutions

The University reserves the right to add to or to delete any item from this ITB on a periodic basis as necessary when deemed in the best interest of the University. The contractor is responsible for submitting requests for such changes on a timely basis with sufficient documentation to allow evaluation of the request. When items are approved and added to the contract, the contractor shall maintain those items on the contract for

a minimum of 120 days and sufficient quantity to accommodate reasonable request or make provisions to offer substitute items as outlined in this section.

The University will consider substitutions for discontinued items provided that substitute items have equivalent or greater features/capabilities and shall be offered at the same or lower price as the item replaced.

The University reserves the right to accept or reject substitutions. The University will consider the addition of newly released items provided that those items are offered at the same percentage discount as similar items on the contract.

The University will consider changes to contract items provided revisions are in accordance with the conditions and Specifications contained in this ITB. The University reserves the right to accept or reject changes proposed by the contractor.

Should the University find it necessary to supplement, modify, correct, or interpret any portion of the ITB during the Proposal period, such action shall be taken by issuance of a written Addendum to the documents distributed to all known prospective Proposers. Addenda will be issued according to the published schedule of events.

Q. Interpretation

Neither interpretation of the meaning of the ITB documents, nor any corrections of ambiguity, inconsistency or error will be made to any Proposer orally. All such communications will be in the form of written addenda as issued by the Selection Committee. Only written addenda issued by the Selection Committee shall be binding. Proposers are advised that no other source is authorized to accept or give information concerning, explain, or interpret the ITB.

R. Addenda Acknowledgment Form

Any addenda issued by the University to participating Proposers 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 Proposals to be opened.

S. Amendments

Any amendments, alterations or modifications to the contract resulting from this ITB must be in the form of a change order to the original contract and have the written approval of the Facilities Purchasing Department and must be signed or initialed and approved by the same signatories noted on the ITB.

T. Assignment

Under no circumstances shall the successful Proposer assign to a third party any right or obligation of successful Proposer pursuant to this Proposal without prior written consent of the University. If the successful Proposer is, or during the term of the contract resulting from this ITB, become an individual on the payroll of the State of Florida, successful Proposer 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.

U. Jurisdictional Applicability

Applicable provisions of all federal, State of Florida, county and municipal statutes, laws, ordinances, rules and regulations shall govern Proposal submitted hereto and any resulting contract. Lack of knowledge by any Proposer 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.

V. Governmental Restrictions

In the event any governmental restrictions may be imposed which would necessitate alteration of the terms of the contract resulting from this ITB, it shall be the responsibility of the successful Proposer 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.

W. Negotiation

In the event services are required to be performed or equipment required to be purchased that are not set out in the ITB, but are within the general scope of the requirements, the University and the contractor hereby reserve the right to negotiate the terms covering the required services or equipment, not to exceed \$25,000 per item/occurrence.

X. Equal Opportunity

The Proposal must at all times during the term of the Proposal 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 person without regard to race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the Secretary of Labor are incorporated into the terms and conditions of this ITB.

Y. Governmental Action

It is mutually agreed that if at any time during the term of the contractual agreement the Contractor 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 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 Facilities Purchasing Department.

Z. Travel

Travel expenses included in any contract/purchase order resulting from this ITB must be in accordance with, Section 112.061, Florida Statutes.

AA. Parties to the Contract

Parties to the contract will be the University and the contractor. Payment will only be made to the contractor and in the name as it appears on the Proposal submitted and the resulting contract.

BB. Contractor's Insurance

The Contractor shall not commence performance in connection with the contract until he has obtained all the following types of insurance and such insurance has been approved by the purchaser, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required for the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida, and with an A.M. Best rating of no less than A.X. The purchaser shall be furnished proof of coverage of insurance by certificates of insurance accompanying the contract documents and shall name the Florida State University and Florida Board of Trustees as an additional name insured. The insurer shall provide 30 days written notice to the certificate holder if a policy is to be canceled before the expiration date thereof. The purchaser 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.

1. Workers Compensation Insurance

The Contractor shall secure and maintain during the life of this agreement, Worker's Compensation Insurance for all his employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employee unless such insurance shall comply fully with the Florida Worker's

Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the purchaser, for protection of his employees not otherwise protected.

2. 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 as shall protect him 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 himself or by anyone directly or indirectly employed by him and the amounts of such insurance shall be the minimum limit as follows:

Body Injury Liability \$1,000,000 each accident

Auto Property Damage Liability \$ 500,000 each accident

Property Damage Liability- \$3,000,000 each accident

(other than automobile) \$3,000,000 aggregate operation

\$3,000,000 aggregate protective

\$3,000,000 aggregate contractual

Insuring clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an OCCURRENCE basis.

3. "XCU" (Explosion, collapse, underground damage)
The contractor's liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.
4. Contractual Liability – work contracts
The contractor's liability policy shall cover such contracts when they are affected.
5. Subcontractor's Public Liability and Property Damage Insurance.
The Contractor shall require each of his subcontractors to secure and maintain during the life of this contract; insurance of the type specified above and insures the activities of his subcontractors in his policy, as specified above.

Qualifications

All insurance policies shall be with insurance companies qualified and doing business in Florida

Proof of Insurance

Proof of insurance for all of the specified types and limits in the form of original Certificates of Insurance shall be delivered to the Facilities Purchasing Department within ten (10) days of execution of the contract. In lieu of original certificates, certified copies of the actual policies may be furnished. Whether certificates or policies are furnished, the Florida State University and the Board of Trustees shall be designated as additional named insured. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed, or modified without giving thirty (30) days written advance notice thereof to the University's representative. A renewal policy or certificate shall be delivered to the University at least thirty (30) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the University as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the University. Contractor shall promptly obtain a new and satisfactory policy in replacement upon such written notice from the University.

Original Copy

If determined necessary by the University's representative, the Contractor shall deliver to the University's representative upon demand the original of any policy shall be returned to Contractor.

Deductibles

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 Contractor and/or subcontractor providing the insurance.

DD. Liability

The following Special Conditions supersedes General Conditions Number 21. Liability, on the Invitation to Negotiation Commodities Acknowledgment form:

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

In all situations involving performance or non-performance under this Agreement, the University shall be entitled to actual damages to the limits set forth in this provision.

Contractor'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 contract price stated herein for damages that are the subject of matter of, or are directly related to the cause of action. The foregoing limitation of liability will apply to:

- The payment of the cost of damage awards pertaining to patent and copyright indemnity, or to
- Claims for re-procurement costs or the cost of cover pursuant to rule 6c22.015(20) of the Florida administrative code, or to
- Claims for personal injury or damage to real or person property caused by seller's tortuous Conduct Contractor 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 Contractor's tortuous conduct in the performance of this Agreement provided that:
- The University promptly notifies the Contractor in writing of any claim, and
- The Contractor 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 Contractor agrees at the initiation of such claim that Contractor shall save an hold the University harmless, Contractor shall have the sole control of the defense, trial and any related settlement negotiations, and
- The University fully cooperates with the Contractor in the defense of any claim. In no event, however, will Contractor be liable for:
- Any damages caused by the University's failure to perform the University's responsibilities, or for
- Any lost profits or other consequential damages, even if Seller has been advised of the possibility of such damages, or for
- 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 Paragraph 18 of the General Conditions, Patents and Royalties, on the Invitation of Negotiation Commodities Acknowledgment form, or for
- Any damage caused by performance or non-performance of machine or programming located outside the United State or Puerto Rico

SPECIAL TERMS AND CONDITIONS

Payment shall be made in accordance with s. 215.422, FS, which provides that agencies have 5 working days to inspect & approve goods & services, unless bid specifications or the PO specifies otherwise. If payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to s. 55.03, FS, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the University Facilities Payables and Disbursements Section at (850) 644-0479.

Invoices returned to a vendor due to preparation errors will result in a payment delay. Interest penalties of less than \$1 will not be paid unless the vendor requests payment.

The payment period does not begin until all terms of the contract (including shipping and billing instructions exactly as they are specified on the purchase order) have been met and a properly completed invoice is provided the University. The university reserves all administrative, contractual and legal remedies against the contractor or vendor who breaches any of the contract terms.

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 cancellation of this purchase order.

Acceptance of this order serves as certification that the vendor or its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) have not within a three-year period preceding this application/Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

52.249-5

(a)-(f) Hazardous Material Identification and
Material Safety Data

When subcontract involves hazardous material.

Utilization of Small Business Concerns and Small

Disadvantaged Business Concerns Walsh-Healey Public

Contracts Act 52.219-8 52.222-20

Employment if the subcontract amount 52.203-7001

Specifications
Maintenance Water Purification
Bid #FAC83209-11

I. General Requirements

This section covers general requirements for provision of high purity water treating equipment and service at all University locations requiring such, and guarantee of specified quality and quantity. Additionally, the scope includes provision and maintenance of water softening equipment

- A. The successful contractor will provide all parts, labor (labor supervision), other supplies and supervision of services required to maintain vendor-provided purified water systems located at Florida State University, hereafter referred to as Owner, with the express purpose of meeting or exceeding contract quality and quantity requirements. The successful bidder, hereafter referred to as Contractor, shall meet all of the requirements of the specifications set forth below.
- B. The Contractor will be responsible for any damages caused to university property of facilities related directly to Contractor equipment or services. Repairs, when required, will be made by the contractor immediately after the damage is incurred, subject to the approval of the Owner. At the Contractor's request, Owner will affect necessary repairs and bill the Contractor for all costs.
- C. The Contractor must comply with all applicable codes and must obtain required permits at their own expense.
- D. The Contractor must at all time keep the worksites free of debris, small parts, water spillage, or any other hazards.
- E. All material and workmanship will be of the highest quality.
- F. A monthly log sheet of repairs that were made on campus to be turned over to the University for Evaluation each month.
- G. In event of a building failure due to a hurricane or any other catastrophic event that interrupts services as adequate amount of water is to be supplied to Life Sciences Building (bldg 9) and Bio-Unit I (bldg 39) by contractor until system is restored to 100% production, as downtime cannot realistically occur in either building. Response must be with the limits of this contract unless a declared state of emergency exists in Leon Count, Florida.
- H. In the event of equipment failure in the buildings (a failure of water system equipment). The university requires a 2-hour response time. Also contractor must call back within 30 minutes to verify with university that they are en-route.

II. CONTRACTOR QUALIFICATION:

- A. All equipment, other than service of deionizer and carbon tanks, shall be new or in like new condition.
- B. Contractor will provide both equipment and services that have proper FDA licensing/certification/validation, because critical animal research sites, which require high purity water, are subject to FDA audit. Specifically, any reverse osmosis equipment and associated pre-treatment and post-treatment components provided herein must, in its entirety, be registered as a Class II medical device; the "501(k) certification documentation (granted by the Food and Drug Administration as a matter of public record) shall be submitted with the bid. Furthermore, any service exchange deionization equipment provided must be regenerated in compliance with the Good Manufacturing Practices (GMP) as set forth in Quality System Regulation (QSR) of

medical devices (see General Regulation in the Code of Federal Regulation, Title 21, and Part 800 to 895). A copy of the regeneration facility FDA establishment registration shall be provided with the Bid. No batch resin regeneration is permitted under this contract. No resin exchange is permitted under this contract unless the owner agrees in writing to the exchange.

- C. Contractor must have a minimum of ten (10) years experience in the installing and servicing medical and academic research systems (references shall be provided with the Bid). Contractor's employees shall have a minimum of five (5) years experience with high purity water systems.
- D. Contractor's facilities will be subject to inspection by the owner at any time.

III. CONTRACTOR RESPONSIBILITIES:

- A. Work Performance: The current edition or revision of the established standards for the following organizations and individual standards named shall be adhered to by contractor as if they were fully written in this specification and thereby constitutes a part of these specifications, except where otherwise specified:

1. Occupational Safety and Health Act
2. Municipal, Local, or other coded having jurisdiction
3. FSU Rules & Regulations
4. College of American Pathologists (CAP)
5. National Electric Codes
6. Food and Drug Administration (FDA)
7. ASTM

All of the rules, regulations, standards, codes, and procedures, cited above are binding on the contractor as minimum requirements. That will not relieve the contractor from furnishing and installing high-grade materials, equipment, and workmanship, which may be specified herein or indicated on any plans, layouts, or specifications that are part of this bid.

Contractor will properly maintain any and all devices and related equipment, i.e. automatic water softeners, storage tanks, RO units, automatic filters, regeneration of Deionizer Water tanks, and point of use filters, pump, controls, valves, ultra violet lights, and associated equipment.

All maintenance and services required to keep these systems in full and perfect operations 24 hours per day 7 days per week, shall be performed by and at the expense of the Contractor.

The Contractor(s) representative will physically check each system for proper operation at least once a week (designated critical sites should be checked daily). Each installation will have a permanent repair/maintenance log attached thereto and visible for inspection by the University. Contractor will produce a trend analysis and provided to the Owner. Each instance of repair or maintenance to the systems will be logged and indicate the reason for activity and action taken.

The Contractor(s) representative will make regular site visits, perform necessary maintenance, and conduct on-site water analysis (i.e. hardness, conductivity, chlorine, etc...) as individually specified by the Owner. The samples will be taken, analysis performed and field report written, dated and signed by the contractor technician on the same day. One (1) copy of the field report will remain at the equipment location. No regeneration of field equipment may be done on site. All such service will be performed on the contractor's premises. In the event of a system malfunction, the

contractor will provide a response within two (2) hours and necessary repair service with 24 hours of notification by the University.

If at any time during the period of maintenance agreement, the equipment fails to provide the water quality specified and the contractor is unable to correct the problem within one (1) business day, the University may void the agreement and advise the contractor in writing of their decision. The University reserves the right to correct the problem using a contractor of the University's choosing and to proceed with the contract in the manner consistent with the best interests of the university

- B. **Parts Supplied:** All repair parts including pilot valves, solenoid coils, timer motors, switches, tubing and connectors, cartridges, test valves, RO membranes, re-pressurization pumps, re-circulation pumps, gauges, solenoid valves, water quality monitors, hoses, gears, springs, plungers, ultra violet light bulbs, resin or other repair parts deemed necessary by the Contractor.

The contractor will submit proof, if requested by the university, that where applicable any parts, materials, equipment, or devices provided under this contractor, carry the Underwriters' Laboratory, Inc. Seal of Safety.

IV. Individual Work Sites and Associated Specifications

Work covered under this section will include furnishing all labor, materials, tools, equipment, transportation, scaffolding, supervision, and all operations and tests required to maintain the specified water quality and quantity of each site. Work to be performed by the university maintenance section will be only that necessary to provide system interface with the university facilities.

Bidders must quote a firm fixed price to cover equipment provision and full service for each contract site listed below. Failure to submit an individual price for each system listed will be grounds for rejection of the bid.

In addition to the General Requirements, Contractor will provide appropriate equipment and maintenance for each individual system as specified below:

- **Biology Greenhouse- 2606 Mission Road**

Contractor provides service to a medalist water conditioner. SYC includes all parts and labor to keep unit operating. Salt delivered on a monthly basis roughly 180# to remove calcium and magnesium at 32.000 grain capacity

- **Biology Unit I, Bldg #39 Mechanical Room – Ground Floor**

Contractor will supply water meeting or exceeding ASTM Type I Reagent Grade Water at all times as measured after the final filter in the Central Treatment Room, to this FDA – audited animal research facility. Design shall include sufficient redundancy, alarms, monitors, etc... to insure Owner that downtime cannot realistically occur.

At a minimum, the Central Treatment Room design shall incorporate an FDA-registered Class II Medical Device Reverse Osmosis (RO) System (registration to include pre and

post treatment system), as FDA approved dish-bottom vented storage tank, redundant 316 SS centrifugal re-pressurization pump, Type I mixed Bed Service Exchange Deionizer, a 254nm Ultraviolet Sterilizer, and absolute-rated 0.2 micron filtration for bacteria removal. System will be sized to deliver up to 15 GPM through Owner's distribution piping to points-of-use within the building (piping does not currently re-circulate to storage tank) and also to Bldg #146 (IMB). Remote and lock "in-line" monitoring device for (1) RO "fault", (2) low level in water storage tank, (3) primary deionizer resistivity, and (F) final polished deionizer water resistivity (located immediately after the 0.2 micron filtration in treatment room) will be provided by contractor at a minimum.

In addition contractor will insure that the water quality supplied from the Central Treatment Room at designated critical use points in the facility-Contractor is to identify rooms to – meets or exceeds the following specifications:

- Resistivity :> 18.2 me ohm-cm @ 25 degree C
- Silicates :< 1 ppb
- Heavy Metals :< 0.1 ppb
- TOC :< 3 ppb
- Bacteria :< 1 CFU / ml
- Flow : 1.5 liters per minute (LPM)

Each designated point-of-use above will be equipped with an electronic flow control knob, an automatic sanitization program (using either tablet or liquid sanitant), an automatic flush feature, and an automatic re-circulation feature.

- **Biomedical Research Facility Bldg #9 (BRF)**

Contractor will supply water meeting or exceeding ASTM Type I Reagent Grade Water at all times, as measured after the final filter in the Central Treatment Room, to this FDA audited animal research facility. Design shall include sufficient redundancy, alarms, monitors, etc... to insure Owner that downtime cannot realistically occur.

At a minimum, the Central Treatment Room design will incorporate an FDA-registered Class II Medical Device Reverse Osmosis (RO) System (registration to include pre and post treatment system), an FDA approved dish-bottom vented storage tank, redundant 316 SS centrifugal re-pressurization pumps, Type I Mixed Bed Service Exchange Deionizer, , a 254nm Ultraviolet Sterilizer, and absolute-rated 0.2 micron filtration for bacteria removal. System will be sized to deliver up to 15 GPM through Owner's distribution piping to points-of-use, and return to Contractor's storage tank. Remote and local "in-line" monitoring devices for (1) RO "fault", (2) low level in water storage tank, (3) primary deionizer resistivity, and (4) final polished deionizer water resistivity (located immediately after the 0.2 micron filtration in treatment room) will be provided by Contractor at a minimum.

In addition Contractor will insure that the water quality supplied from the Central Treatment Room at designated critical use points in the facility-Contractor is to identify rooms to meet or exceeds the following specifications:

- Resistivity :> 18.2 me ohm-cm @ 25 degree C
- Silicates :< 1 ppb
- Heavy Metals :< 0.1 ppb
- TOC :< 3 ppb
- Bacteria :< 1CFU / ml
- Flow : 1.5 liters per minutes (LPM)

Each designated point-f-use above shall be equipped with an electronic flow control knob, an automatic sanitization program (using either tablet or liquid sanitant), an automatic flush feature, and an automatic re-circulation feature.

- **Biomedical Research Facility Bldg #9: Room 127**

Contractor provides service to 2 8500 twin units to provide soft water to autoclaves. Service includes all parts and labor to keep unit operating. Salt is delivered on a monthly basis roughly 360# to keep unit operating at 64,000 grain capacity each.

- **Biomedical Research Facility Bldg #9: Domestic Hot Water System**

Contractor will provide and service one (1) Automatic Duplex Water Softener, or equal overall capacity of 300,000 grain removal with a maximum flow rate of 150 GPM to insure soft water to the facility at all times.

- **Biomedical Research Facility Bldg # 9: Room 109**

Contractor will provide and service (1) Duplex Automatic Water Softener, or equal overall capacity of 60,000-grain hardness removal with a maximum flow rate of 15 GPM to insure soft water to an autoclave at all times.

- **Carraway Bldg #113**

Contract will provide and service one (1) Simplex Automatic Water Softener or equal (60,000 grain removal capacity and maximum flow rate up to 20 GPM) to supply continuous soft water to the water distiller and 2 lab faucets located in the basement.

- **College of Human Economics, Bldg # 135**

Contractor will provide and service equipment as required to meet or exceed CAP Type II Reagent Grade water quality (as measured by 1 me ohm indicator light located after the final filter). This system will provide up to 5 GPM flow to points-of-use throughout the building.

- **Dick Howser Stadium**
Contractor provides service to a twin hiho 3 210,000 grain water conditioner. Service includes all parts, labor to keep unit operating. Salt delivered on a monthly basis, to provide continuous 24hr day soft water. 210,000 grain removal at 70qpm.
- **Dittmer Lab Bldg #38**
Contractor will provide and service equipment required to meet or exceed CAP Type II Reagent Grade water quality (as measured by 1 me ohm indicator light located after the final filter). This system will provide up to 10 GPM flow to laboratories and polisher systems throughout the building.
- **Hoffman Teaching Lab- Chemistry Classroom, Bldg #35**
Contractor will provide and service equipment required meeting or exceeding CAP Type I Reagent Grade water quality (as measured with in-line resistivity monitor at exit of 0.2 micron filter). This system will provide water to the existing storage tanks in room 513. Responsibility for the water quality by contractor will end at this point of discharge.
- **Institute of Molecular Biophysics (IMB) Bldg #146**
Contractor will provide and service equipment as required to meet or exceed CAP Type I Reagent Grade water quality. Fed water supply is from RO system on ground floor of Biology Unit 1, Bldg #39. Distribution shall be to Owner's re-circulating piping loop, which supplies various points-of-use throughout the building.
- **Life Sciences Bldg # 4007**
Contractor provides service to a 250 GPD E series 1 reverse osmosis unit. Service includes all parts and labor, changing prefilter, checking TDS, checking fittings for leaks, and makes sure all gauges, meters and flow controls are working properly to maintain 2 TOTAL Dissolved solid of under @20PPM. Contractor also includes delivering 240-300 lbs salt to life science water conditioner.
- **Material Research Bldg**
Contractor provides and services all equipment to meet or exceed CAP Type II reagent grade water (measured by Megaohm indicator light). System provider 5 qpm to end user. System consists of 1 ax44 mixed bed DI tanks. All tanks changed accordingly.
- **Medical School, Ground Floor, Room #G183, Bldg #4002**
Marlo equipment maintains resin or replace as needed. Check & repair filter cartridges as needed in order to treat well water.
- **Medical School, Roof Top #Bldg 4002**
Contractor will provide and service equipment required meeting or exceeding CAP Type I, 18 megaohn water for Med School. Replenish salt when necessary. Replace filters,

repair equipment, replace RO membrane, regenerate resin tanks as necessary, replace UV bulbs & clean glass as necessary, replace UV bulbs & clean glass as necessary, and replace charcoal as necessary to ensure proper operation.

- **New Chemistry Bldg#4008**

Contractor provides and services all said equipment: 1 Marlo R.O. Unit, 8 mixed bed DI tanks, Auto Carbon Twin Water Conditioner, Repressure Pumps, and UV Lamp. Service includes all parts, filters, salt, UV bulbs, exchanging DI tanks, and labor. Water to meet or exceed CAP Type II reagent water

- **Nuclear Research Bldg #42**

Contractor will provide and service equipment as required to meet or exceed CAP Type II Reagent Grade water quality (as measured by 1 me ohm indicator light located after the final filter). This system will provide up to 5 GPM flow to points-of-use throughout the building.

- **Nuclear Research, ground Floor Bldg #42**

Contractor will provide and service one (1) Simplex Automatic Water Softener or equal (30,000-grain removal capacity) to supply continuous soft water to the cooling system located in the Nuclear Research Building.

- **Psychology Bldg #4004**

Contractor provides and services all equipment to meet or exceed CAP type II Regent water. Measured by Megaohm Meter equipment consists of carbon and water conditioner for pretreatment of a Marlo Reverse Osmosis unit. Contractor's 9x44 DI unibed tanks. All service includes parts and labor and tank exchanges per month to meet type II Regent DI Water Specs.

- **Oceanography Bldg Attic**

Contract will provide and service equipment required to meet or exceed CAP Type II Regent Grade water quality (as measured by 1 me ohm indicator light located after the final filter). This system will provide up to 5 GPM flow to a local faucet and also to storage tanks in the building.

- **Oceanography Bldg, 5th Floor, Room 521**

Contract shall provide and service one (1) Simplex Automatic Water Softener or equal (30,000-grain removal capacity with maximum flow rate of 20 GPM) and one (1) 5-micron post-filter to supply soft water to the autoclave.

WATER PURIFICATION
 ITB #FAC83209-11
 PRICING PER UNIT NOT BY GALLON
 PRICE SHEET

BUILDING	BLDG #	LOCATION	MONTHLY	ANNUALLY
Biology Greenhouse	0230	2606 Mission Road		
Dick Howser Stadium	0115	Main Mechanical Room		
Material Research Bldg	0854	Main Mechanical Room		
Biomedical Research Facility (BRF)	0009	Basement Mechanical Room		
Biomedical Research Facility (BRF)	0009	Domestic Hot Water System		
Biomedical Research Facility (BRF)	0009	Room 109F <i>*Provide Soft Water For Autoclaves</i>		
Biomedical Research Facility (BRF)	0009	Room 127 <i>*Provide Soft Water For Autoclaves</i>		
Hoffman Teaching Lab	0035	5 th Floor Janitor's Closet		
Rogers/Oceanography	0036	Mechanical Room		
Rogers/Oceanography	0036	5 th Floor		
Dittmer Lab	0038	Penthouse		
Biology Unit I	0039	Main Mechanical Room -Includes Room 221		
Nuclear Research	0042	3 rd Floor Mechanical Room		
Nuclear Research	0042	Ground Floor Room 9A		
Carraway	0113	Main Mechanical Room		
Sandels/College Of Human Economics	0135	Main Mechanical Room		
Institute Of Molecular Biophysics (IMB)	0146	Penthouse Main Mechanical Room		
Medical School	4002	Roof Top/ Mezzanine		
Medical School	4002	Ground Level Room #G183		
Psychology	4004	Treat Di Water System		
King /Life Sciences	4007	Room 1012		
New Chemistry	4008	Main Mechanical Room		
TOTAL				

BID NUMBER FAC83209-11	UNIVERSITY MAILING DATE	FLORIDA STATE UNIVERSITY INVITATION TO BID BIDDER ACKNOWLEDGEMENT FORM	
BID TITLE FSU Water Purification			
BIDS WILL BE OPENED AT June 7, 2011 @ 2:00p.m., 969 Learning Way, 114 MMA, Tallahassee, FL and may not be withdrawn within 45 days after such date and time.		Submit Proposal To:	Florida State University FO&M Purchasing 114 Mendenhall Bldg A Tallahassee, FL 32306 ATTN: BJ Lewis, (850)644-7639
CORPORATE CHARTER NO.	F. E. I. D. / S. S. NO.	Bids not received at the exact above location, by the appointed hour and date, will not be considered. REASON FOR NO BID	
		DELIVERY WILL BE	CASH DISCOUNT TERMS
		AREA CODE	TELEPHONE NO. TOLL-FREE NO.
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid 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 bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to certification requirements. In submitting a bid to the Florida State University, the bidder offers and agrees that if the bid is accepted, the bidder 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 renders final payment to the bidder.		AUTHORIZED SIGNATURE (MANUAL) AUTHORIZED SIGNATURE (TYPED) TITLE	
GENERAL CONDITIONS			
BID SUBMISSION: All bids must contain this Acknowledgement Form with a manual signature (or a facsimile) in the appropriate space above. Bid responses must be typed except for those areas where the bid specifically allows hand written entries. If submitted by mail, do not include more than one bid in an envelope. The face of the envelope shall contain the above address, the date and time of the bid opening and the bid number. Bids not submitted on any attached bid form or in another specified media may be rejected. Any manual changes made to a bid price must be initialed. All bids are subject to the conditions specified herein. Any bid that does not comply with these conditions will be rejected.		of this bid shall be a new, current standard production model available at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packing.	
1. BID DELIVERY: Bids must be delivered and available to be publicly displayed at the address, date and time specified above unless the bid specifically states otherwise. The clock in the lobby of the Purchasing Department shall be the official timepiece for determining if a bid has been received in a timely manner. Bids, which for any reason are not available at this location at the prescribed time and date, will not be considered. It is the bidder's responsibility to assure that his bid is delivered on the correct date and time and at the specified location. If the bid specifications specifically allow submission by fax, the date and time printed on the copy of the bid received in the Purchasing Department will be the official date and time of the bid's receipt. Delivery of a bid document to the University Post Office or any other place on the University campus is not acceptable. Timely delivery of the bid itself to the specified location is required. Offers by telephone are not acceptable under any circumstances.		(e) SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.	
2. NO BID SUBMITTED: If not submitting a bid, respond by returning only this acknowledgement form with the statement "NO BID" written on it and a brief explanation in the space provided above. Failure to respond to an Invitation to Bid by not returning a bid or this acknowledgement form shall result in removal of your firm from the University's Bid/Proposal file. To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated display date and time.		(f) UNDERWRITERS' LABORATORIES: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.	
3. TABULATION: Bid tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope. In accordance with a 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.		(g) INVOKING 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 216.422, F.S., which provides that agencies have 5 working days to inspect and approve goods and services unless bid specifications or the purchase order specifies 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 to 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.	
4. PRICES, TERMS AND PAYMENT: Prices bid shall be firm and include all packing, handling, shipping charges and delivery to the destination shown herein.		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 user, Monday through Friday, unless otherwise specified.	
(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, FS.		6. MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS: Any manufacturer's 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 bids are invited on comparable brands or products of any manufacturer. The bidder may offer any equivalent brand or product that meets or exceeds the specifications for any item(s). However, a bidder shall not be allowed to bid more than one brand or equivalent product on any one item. It is the bidder'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 bidder bids more than one equivalent brand or product on an item, only the equivalent brand or product offering the lowest bid shall be considered. If a bid is based on an equivalent brand or product, the manufacturer's name and number must be indicated on the bid form. Bidder shall submit with his bid cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder 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. Bids which	
(b) DISCOUNTS: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid 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. Bidders are encouraged to reflect cash discounts in the unit prices proposed.			
(c) MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of 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			

do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid 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 bidders must disclose with their bid the name of any officer, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all bidders must disclose the name of any State employee who owns, directly or indirectly, an interest of five (5) percent or more in the bidders 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 bids or waive any minor irregularity or technicality in bids received. When it is determined there is competition to the lowest responsive bidder, evaluation of the other bids is not required. Bidders are cautioned to make no assumption unless their bid 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 buyer, the right is reserved to acquire additional quantities up to the amount shown on the bid, but not to exceed \$25,000, at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY."

10. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to the contract. Bidders 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 bid opening time and date, and if not destroyed may, upon request, be returned at the bidders expense. Each individual sample must be labeled with bidders name, manufacturers brand name and number, bid 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 bid. 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 vendor 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 vendors expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default. In which event any and all reprocurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:

(a) Suppliers name being removed from the Purchasing Departments 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 reprocurement 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 the destination location unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the University, unless loss or damage results from negligence by the University. The contract supplier 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 damaged merchandise.

14. **INTERPRETATIONS/DISPUTES:** Any questions concerning conditions and specifications shall be directed in writing to the Purchasing Office for receipt no later than two (2) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the University in response to requests in full compliance with this provision. Any person who is adversely affected by the University's decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with Section 120.57(3)(b), F.S. and Rule 6C-18.055(3) Florida Administrative Code. Failure to file a protest within the time prescribed in Section 120.57(3)(b) F.S., and the bond required under Rule 6C-18.055(3) shall constitute a waiver of proceedings.

15. **NOTICE OF BID PROTEST 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 6C-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 bidders bid or \$10,000, whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protester 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 cashiers 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 proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the buyer at once, indicating in his letter 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 to 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 bids 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 bidder shall not constitute a cognizable defense against the legal effect thereof.

18. **PATENTS AND ROYALTIES:** The bidder, 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 the contract, including its use by Florida State University. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid 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 bid, bidder agrees not to use the results therefrom as a part of commercial advertisement.

20. **ASSIGNMENT:** Any Purchase Order issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the University.

21. **LIABILITY:** The supplier shall hold and save Florida State University, its officers, agents, and employees harmless against claims by third parties resulting from the suppliers breach of this contract or the suppliers negligence.

22. **FACILITIES:** The University reserves the right to inspect the bidders facilities during normal business hours with prior notice.

23. **DISQUALIFICATION OF BIDDER:** Only one bid from an individual, firm, partnership, corporation or association under the same or different names will be considered. Reasonable grounds for believing that a bidder is involved in more than one bid for the same item will be cause for rejection of the highest bid in which such bidders are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

24. **FLORIDA BIDDER:** Florida State University shall give preference to bidders 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 bidder located outside the State.

25. **POSTING OF BID TABULATION:** A 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 Invitation to Bid, 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 proposal shall file a written "Notice of Protest" with the Director of Purchasing within 72 hours after the hour and date listed on the "Proposal 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 6C-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, or required to carry out any contract resulting from this bid, 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 contract the person, firm, or other business entity carrying out the provisions of this contract 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 Invitation to Bid will become a public document pursuant to Section 119.07, F.S. This includes material which the responding bidder 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 bid 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 bid. 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 bid solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bidder 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 crime, may not submit a bid on a contract with public entity for the construction or repair of a public building or public work, may not submit bids 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 27A(4) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens such violation shall be cause for unilateral cancellation of any contract resulting from this Invitation to Bid.

32. **JURISDICTION:** Any purchase order or contract resulting from this Invitation to Bid 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: 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 BID CONSTITUTE AN OFFER FROM THE BIDDER.