

**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.

NOTICE TO RESPONDERS:

Responders must E-Mail or Fax Verification of Receipt of Competitive Solicitation. E-Mail Mary Ward at fsusolicitation@admin.fsu.edu or Fax Attention: Mary Ward, (850) 644-8921.

SOLICITATION NUMBER		UNIVERSITY DATE OF ISSUE		FLORIDA STATE UNIVERSITY COMPETITIVE SOLICITATION ACKNOWLEDGEMENT FORM			
SOLICITATION TITLE							
RESPONSES WILL BE OPENED AT				SUBMIT RESPONSES TO FLORIDA STATE UNIVERSITY PURCHASING DEPARTMENT A1400 UNIVERSITY CENTER TALLAHASSEE, FLORIDA 32306-2370 (850) 644-6850			
and may not be withdrawn within 45 days after such date and time.							
CORPORATE CHARTER NO.		F.E.I.D./S.S.NO.		Responses not received at the exact above location, by the appointed hour and date, will not be considered			
PLEASE FILL IN COMPLETE VENDOR NAME AND ADDRESS				REASON FOR NO RESPONSE			
				DELIVERY WILL BE		CASH DISCOUNT TERMS	
				AREA CODE		TELEPHONE NO.	
						FAX NO.	
				Email Address:			
				Web Address:			
I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this response and certify that I am authorized to sign this response for the responder and that the responder is in compliance with all requirements of the Competitive Solicitation, including but not limited to certification requirements. In submitting a response to the Florida State University, the responder offers and agrees that if the response is accepted, the responder will convey, sell, assign or transfer to the Florida State University all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the Florida State University. At the University's discretion, such assignment shall be made and become effective at the time the University tenders final payment to the responder.				AUTHORIZED SIGNATURE (MANUAL)			
				AUTHORIZED SIGNATURE (TYPED) TITLE			

GENERAL CONDITIONS

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

- SOLICITATION RESPONSE DELIVERY:** Responses must be delivered and available to be publicly displayed at the address, date and time specified above unless the solicitation specifically states otherwise. The clock in the lobby of the Purchasing Department shall be the official timepiece for determining if a response has been received in a timely manner. Responses, which for any reason are not available at this location at the prescribed time and date, will not be considered. It is the responder's responsibility to assure that his response is delivered on the correct date and time and at the specified location. If the solicitation specifications specifically allow submission by fax, the date and time indicated on the University Right Fax Server as the time received will be the official date and time of the response's receipt. Delivery of a response to the University Post Office or any other place on the University campus is not acceptable. Timely delivery of the response itself to the specified location is required. Offers by telephone are not acceptable under any circumstances.
- NO RESPONSE SUBMITTED:** If not submitting a response to this solicitation, respond by returning only this acknowledgement form with the statement "NO RESPONSE" written on it and a brief explanation in the space provided above. Failure to respond to a Solicitation by not returning a response or this acknowledgement form shall result in removal of your firm from the University's Competitive Solicitation file. To qualify as a respondent, vendor must submit a "NO RESPONSE" and it must be received no later than the stated display date and time.
- TABULATION:** Response tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope. In accordance with s.119.07(3)(m), Florida Statutes, public review of responses to a competitive solicitation may be denied until the notice of a decision is posted or until 10 days after the competitive solicitation display, whichever occurs first.
- PRICES, TERMS and PAYMENT:** Prices offered shall be firm and include all packing, handling, shipping charges and delivery to the destination shown herein
 - TAXES:** Florida State University does not pay Federal Excise or Florida Sales Tax on direct purchases of tangible personal property. The appropriate exemption number will be printed on the face of the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property or service in the performance of contracts for the improvement of University-owned real property as defined in Chapter 192, F.S.
 - DISCOUNTS:** A cash discount for prompt payment may be offered. However, such discounts shall not be considered in determining the lowest net cost for response evaluation purposes. Discounts will be computed from the date of satisfactory delivery at place of acceptance or from receipt of a correct invoice at the office specified, whichever is later. Responders are encouraged to reflect cash discounts in the unit prices proposed.
 - MISTAKES:** Responders are expected to examine the specifications, delivery schedule and all instructions pertaining to supplies and services. Failure to do so will be at Responder's risk. In case of a mistake in extension, the unit price will govern.

- CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this competitive solicitation shall be a new, current standard production model available at the time of this response. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- SAFETY STANDARDS:** Unless otherwise stipulated in the Competitive Solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
- UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the competitive solicitation, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.
- INVOICING AND PAYMENT:** The contractor shall be paid after delivery and acceptance of the goods, less deduction if any, and submission to the University of a properly certified invoice at the prices stipulated on the purchase order. Invoices shall contain the purchase order number. An original and three (3) copies of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. **INTEREST PENALTIES:** Payment shall be made in accordance with Section 215.422, F.S., which provides that agencies have 5 working days to inspect and approve goods and services, unless the Competitive Solicitation specifications or the purchase order specify otherwise. If payment is not made within 40 days, measured from the latter of the date the correct invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate contact the Payable & Disbursement Services at (850) 644-5021. Payments to health care providers shall be made not more than 35 days from the date the eligibility for payment is determined, and the interest rate is 1% per month. Invoices returned to vendor due to errors will result in payment delay. Interest penalties of less than \$1.00 will not be paid unless the vendor requests payment. Invoice payment requirements do not start until a properly completed invoice is provided the University. A Vendor ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the University, may be contacted at (850) 410-9724, or by calling the State Comptroller's Hotline, 1-800-848-3792.
- DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the university, Monday through Friday, unless otherwise specified.
- MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, or catalog numbers used in the specifications are there for the purpose of establishing and describing general performance and quality levels. Such references are not intended to be restrictive, and responses are invited on comparable brands or products of any manufacturer. The responder may offer any equivalent brand or product that meets or exceeds the specifications for an item(s). However, a Responder shall not be allowed to offer more than one brand or equivalent product on any one item. It is the Responder's responsibility to select the single equivalent brand or product that his firm sells which meets all specifications and is the lowest in cost. If a responder offers more than one equivalent brand or product on an item, only the equivalent brand or product offering the lowest response shall be considered. If an offer is based on an equivalent brand or product, the manufacturer's name and number must be indicated on the response form. Responder shall submit with his response cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous response will not satisfy this provision. The Responder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications

and not be considered an exception thereto. Florida State University reserves the right to determine acceptance of item(s) as an approved equivalent. Responses which do not comply with these requirements are subject to rejection. Responses lacking any written indication of intent to offer an alternate brand will be received and considered in complete compliance with the specifications as listed on the solicitation form. The Director of Purchasing is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the University unless evidenced by an addendum issued by the Purchasing Department.

7. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, F.S. All offerors must disclose with their response the name of any officer, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all offerors must disclose the name of any State employee who owns, directly or indirectly, an interest of five (5) percent or more in the offeror's firm or any of its branches.
8. **AWARDS:** The University reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all responses or waive any minor irregularity or technicality in responses received. When it is determined there is competition to the lowest responsive responder, evaluation of the other responses is not required. Responders are cautioned to make no assumption unless their response has been evaluated as being responsive.
9. **ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of this offer by the university, the right is reserved to acquire additional quantities up to the amount shown on the solicitation, but not to exceed \$25,000, at the prices listed on the response to this competitive solicitation. If additional quantities are not acceptable, the response sheets must be noted "RESPONSE IS FOR SPECIFIED QUANTITY ONLY."
10. **SERVICE AND WARRANTY:** Unless otherwise specified, the responder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Responders must explain on an attached sheet to what extent warranty and service facilities are provided.
11. **SAMPLES:** Samples of items, when called for, must be furnished free of expense, on or before solicitation opening time and date, and if not destroyed may, upon request, be returned at the responder's expense. Each individual sample must be labeled with responder's name, manufacturer's brand name and number, solicitation number and item reference. A request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your response. If instructions are not received within this time, the commodities shall be disposed of by Florida State University.
12. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested and/or inspected for compliance with specifications by any appropriate testing facilities. Should the items fail testing, the University may require the offerors to reimburse the University for all costs incurred by the University in connection with the examination. The data derived from any test for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Items delivered which do not comply with the competitive solicitation specification and items not delivered as per delivery date in solicitation and/or purchase order may result in responder being found in default. In which event, any and all procurement costs may be charged against the defaulting vendor. Any violation of these stipulations may also result in:
 - (a) Supplier's name being removed from the Purchasing Department's vendor mailing list.
 - (b) All State departments being advised not to do business with the supplier without written approval from the Division of Purchasing until such time as the supplier reimburses the University for all procurement and cover costs and advises the Division of corrective action taken to preclude recurrence of such failure to perform.
13. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at the destination location unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the vendor named on the purchase order until accepted by the University, unless loss or damage results from negligence by the University. The vendor named on the purchase order shall be responsible for filing, processing and collecting all damages claims. However, to assist him in the expeditious handling of damage claims, the University will:
 - (a) Report any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - (b) Report damage (visible and concealed) to the carrier and contract supplier, confirming such reports in writing, within 15 days of delivery, requesting that the carrier inspect the damage merchandise.
14. **INTERPRETATIONS/DISPUTES:** Any questions concerning solicitation conditions and specifications shall be directed in writing to the Purchasing Office for receipt no later than two (2) days prior to the solicitation opening. Inquiries must reference the date of solicitation opening and solicitation number. No interpretation shall be considered binding unless provided in writing by the University in response to a request in full compliance with this provision.
15. **NOTICE OF SOLICITATION BONDING REQUIREMENT:** Any person who files an action protesting a decision or intended decision by the University pursuant to Section 120.57(3)(b), F.S., Rule 6C-18.055(3) and Rule 6C2-2.015(13) of the Florida Administration Code (FAC) shall post with the University at the time of filing the formal, written "Notice of Protest", a bond payable to the University in an amount equal to 10 percent of the total dollar amount of responder's response or \$10,000, whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the University may accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST, WILL RESULT IN A DENIAL OF THE PROTEST.**
16. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this response prior to their delivery, it shall be the responsibility of the successful responder to notify the university at once, indicating the specific regulation which required an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense at the University
17. **LEGAL REQUIREMENTS:** Applicable provisions of all Federal, State, county and local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all responses received in

response hereto and shall govern any response by the Florida State University by and through its officers, employees, and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any responder shall not constitute a cognizable defense against the legal effect thereof.

18. **PATENTS AND ROYALTIES:** The responder, without exception, shall indemnify and save harmless Florida State University and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of any purchase order resulting from this solicitation, including its use by Florida State University. If the responder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the response price shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
19. **ADVERTISING:** In submitting a response, responder agrees not to use the results therefrom as a part of commercial advertisement.
20. **ASSIGNMENT:** Any Purchase Order issued pursuant to this solicitation and the monies which may become due hereunder are not assignable except with the prior written approval of the University.
21. **LIABILITY:** The responder shall hold and save Florida State University, its officers, agents, and employees harmless against claims by third parties resulting from the responder's breach of negligence in connection with any purchase order resulting from this solicitation.
22. **FACILITIES:** The University reserves the right to inspect the responder's facilities during normal business hours with prior notice.
23. **DISQUALIFICATION OF RESPONDER:** Only one response from an individual, firm, partnership, corporation or association under the same or different names will be considered. Reasonable grounds for believing that a responder is involved in more than one response for the same item will be cause for rejection of the highest response in which such responders are believed to be involved. Any or all responses will be rejected if there is reason to believe that collusion exists between responders. Responses in which the prices obviously are unbalanced will be subject to rejection.
24. **FLORIDA RESPONDER:** Florida State University shall give preference to responders located within the State when awarding contracts whenever the commodity can be provided at no greater expense than, and at a level of quality comparable to that obtainable from a responder located outside the State.
25. **POSTING OF SOLICITATION RESPONSE TABULATIONS AND NOTICE OF PROTEST:** A Response Tabulation with recommended award(s) will be posted at the Purchasing Department for review by interested parties shortly after the scheduled opening date of this Competitive Solicitation, and will remain posted for a period of 72 hours, not including Saturdays, Sundays and Holidays. Any person who is affected adversely by the University's decision or intended decision in connection with this solicitation shall file a written "Notice of Protest" with the Director of Purchasing within 72 hours after the hour and date listed on the "Solicitation Response Tabulation" as the "Posting Time Date." A "Notice of Protest" is considered filed when it is received at the address listed on the front of the Acknowledgment Form. Failure to file a "Formal Protest" and the required bond under Rule 6C-18.055(3) FAC, and 6C2-2.015(13), within 10 days after filing the "Notice of Protest" shall constitute a waiver of proceedings under Section 120.57(3)(b), Florida Statutes.
26. **PRIDE:** It is expressly understood and agreed that articles available from the corporation identified under Chapter 946 F.S., which are the subject of, or required to carry out any purchase order resulting from this solicitation, shall be purchased from said corporation in the same manner and under the same procedures set forth in section 946.515(2), and (4), F.S.; and for purposes of this purchase order the person, firm, or other business entity carrying out the provisions of this purchase order shall be deemed to be substituted for the University insofar as dealings with such corporation are concerned.
27. **EQUAL OPPORTUNITY EMPLOYER:** The nondiscrimination clause contained in Section 202, Executive Order 11246 as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor are incorporated herein.
28. **PUBLIC RECORDS:** Any material submitted in response to this Competitive Solicitation will become a public document pursuant to Section 119.07, F.S. This includes material which the responder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.
29. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the solicitation response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this competitive solicitation are the only conditions applicable to this solicitation and the responder's authorized signature affixed to the responder acknowledgment form attests to this.
30. **PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity, may not submit a response on a competitive solicitation with a public entity for the construction or repair of a public building or public work, may not submit responses on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.
31. **UNAUTHORIZED ALIENS:** The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any purchase order resulting from this Competitive Solicitation.
32. **JURISDICTION:** Any purchase order or contract resulting from this Competitive Solicitation will be governed by and under the Jurisdiction of the Law and Rules of Florida and any provisions in conflict there with shall be void and of no effect.

NOTE: NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. WHEN EXECUTED THIS SHEET AND THE ACCOMPANYING COMPETITIVE SOLICITATION CONSTITUTE AN OFFER FROM THE RESPONDER.



FLORIDA STATE UNIVERSITY

INVITATION TO BID (ITB) 5500-A

Emergency/After Hours Plumbing and Gas Heating Service and Repairs

I. GENERAL

The purpose of this Invitation to Bid (ITB) is to establish a term contract with a qualified contractor to furnish after hours emergency plumbing and gas heating service and repairs **and** to provide minor plumbing repairs not considered an emergency on an “AS NEEDED” basis to the Florida State University.

II. DEFINITIONS

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

Bidder: Company or individual participating in the ITB process

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

ITB: Invitation to Bid.

Bid responsiveness:

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

Bidder Responsibility Determination:

A bidder is considered responsible if it can perform the contract as promised. Thus, the concept of responsibility focuses on the bidder’s trustworthiness, quality, fitness and capacity to satisfactorily perform. Determining whether a bidder is responsible can include evaluation of the

following: financial resources, performance schedule, performance record, organization and skills, equipment and facilities, and various other matters relating to the ability of a vendor to perform the contract. Section 287.012(24) F.S. defines a “responsible vendor” as “a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.”

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

Who May Respond:

Fully capable bidders, who are in good standing with the State of Florida and this University, that meet the Technical Specifications, and which possess the financial capability, experience and personnel resources to provide service of the scope and breadth described in this ITB.

The University and eligible users retain the right to request additional information pertaining to the Bidders ability and qualifications to accomplish all services described in this ITB as deemed necessary during the RFP or after contract award.

Inspection and Audit:

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

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

III. SPECIAL CONDITIONS

1. Submission of Mandatory Forms: Bidders are required to return the ITB "Acknowledgment Form" with their Bid. The Acknowledgment Form shall be signed by a representative who is authorized to contractually bind the Bidder.
2. Any addenda issued by the University to participating Bidders shall include an "Addenda Acknowledgment Form." This form shall be signed by a company representative, dated and returned with the ITB response. Failure to return an "Addenda Acknowledgment Form" for any and all addendum issued for this ITB may be grounds for rejection of that Bid.
3. Bidders shall submit their bids on or before the date and time, indicated on the ITB Acknowledge Form, with the ITB number clearly indicated, sealed in a clearly identified envelope, to the following address: **Florida State University Purchasing Department, A1400 University Center, Tallahassee, Florida 32306-2370, Attention: Mary Ward.**
4. Bidders shall submit all costs and services proposed in the format specified. Pricing submitted in any form or format other than the one provided shall be grounds for rejection of any bid.
5. In accordance with s. 119.07(1) Florida Statutes and s. 24(a), Art. I of the State Constitution, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
6. No negotiations, decisions, or actions shall be initiated or executed by the Bidder as a result of any discussion with any University employee. Only those communications which are in writing from the University Purchasing Department shall be considered as a duly authorized expression on behalf of the University. Also, only communications from Bidders which are signed and in writing will be recognized by the University as duly authorized expressions on behalf of the Proposer.
7. A Bidder's written submission in response to the ITB shall be considered as the bidder's formal offer. The content of the ITB, the Bidder's submission in response to the ITB, and resulting purchase order, shall be considered the entire agreement between the successful Bidder and the University.
8. Bidders may not consider any verbal instructions as an official expression on the University's behalf. Only written communications, signed by a duly authorized representative of the Purchasing office shall be considered valid.
9. A bid Tabulation which serves as the "Notice of Award" will be posted for review by interested parties on the University Purchasing Department Website (www.purchasing.fsu.edu)
10. Each bid shall be prepared simply and economically, providing a straight forward, concise delineation of the Bidder's capabilities to satisfy the requirements of the ITB. Fancy binding,

colored display and promotional material are not desired. However, technical literature, drawings, and pictures of proposed equipment should be included in the proposal if appropriate. Emphasis in each bid must be on completeness and clarity of contents. In order to expedite the evaluation of bids, it is essential that bidders follow the format and instructions contained herein.

11. Any amendments, alterations or modifications to the purchase order resulting from this ITB must be by change order issued by the Purchasing Department. The validity, construction, and effect of the purchase order shall be governed by the laws of the State of Florida. The University, as an agency of the State of Florida, is entitled to the benefits of sovereign immunity including immunities for taxation.
12. Under no circumstances shall the successful Bidder assign to a third party any right or obligation of successful Bidder pursuant to this bid without prior written consent of FSU. If the successful bidder is, or during the term of the purchase order resulting from this ITB becomes, an individual on the payroll of the State of Florida, successful Bidder represents that he or she has complied with all applicable provisions in the Florida Statutes and Florida Administrative Code regarding outside or dual employment and compensation.
13. Any purchase order resulting from this ITB will be governed by and under the jurisdiction of the Laws and Rules of Florida and any provisions in conflict there with shall be void and of no effect.
14. In the event of extension error(s) the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the bidder's total offer will be corrected accordingly. Bidder's must check their bid for any such errors and state the discount(s) where applicable.
15. The Bidder's point of contact for all matters relating to the ITB is:
James Johnson, Florida State University Purchasing Department, A1400 University Center, Tallahassee, Florida 32306-2370, Voice (850) 645-2304, FAX (850) 644- 8921 or E-Mail: jjohnson@fsu.edu. Written questions on this ITB must be submitted to James Johnson. All requests for information must be in writing, and can be submitted by letter, fax, or e-mail.

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

16. Bids will be accepted until the date and hour listed in the ITB "Acknowledgment Form, at the Florida State University Purchasing Department, A1400 University Center, Tallahassee, Florida 32306-2370, at which time a public opening will take place. **All bids shall be identified with the bid number clearly indicated on the outside of the parcel the bid in which the parcel arrives.** Bids received after that date and time will be rejected. Faxed bids will be accepted, and must be clearly addressed to Mary Ward with the bid number clearly indicated.
17. **Cancellation for Convenience:** The University, by written notice to the Contractor, may terminate the Contract in whole or in part when the University determines in its sole discretion

that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

18. Any exceptions to the terms and conditions listed in this document must be indicated at the time of the response and included in the response. These are the standard terms and conditions FSU operates under and any suggested changes must be reviewed by our legal counsel and may be rejected.

IV. TERM OF CONTRACT:

The resulting contract of this ITB will be from the date of the purchase order through June 30, 2012. This contract may be renewed for two one year periods upon a written signed agreement with FSU and the awarded vendor. If approved by both parties, the additional periods will be from July 1st, 2012 through June 30th, 2013 and July 1st, 2013 through June 30th, 2014.

Any cost increase related to the cost of products must be justified by an index such as the US Government Fuel Index. Vendor agrees to manage any price increase in any year so that the price to FSU does not exceed the US Government Fuel Index or other appropriate mutually agreed upon index.

V. SPECIFICATIONS:

The purpose of this Invitation to Bid (ITB) is to establish a term contract with a qualified contractor to furnish after hours emergency plumbing and gas heating service and repairs **and** to provide minor plumbing repairs not considered an emergency on an "AS NEEDED" basis to the Florida State University.

The scope of work shall include furnishing all labor, supervision, materials, equipment, and services necessary for after hours and emergency services and repairs on all plumbing and gas fired equipment, including boilers, water heaters, and the University Central Utilities Plant generated low pressure steam system, remove stoppage in sewer lines, commodes, and all waste and drain lines, repair leaks in hot and cold water lines.

It is expected that repairs shall be fixed during the service trip and not merely checked and then fixed the next day.

Facilities included under these specifications include all apartments located at Alumni Village.

In order to be eligible to submit a bid, a Bidder must:

- 1) Hold the required applicable license in good standing at the time of receipt of bids and be able to provide proof of such applicable license upon award
- 2) If the Contractor is a corporation, hold a currently active Florida Corporation Charter Number in accordance with Chapter 607, Florida Statutes.
- 3) Not to be disqualified at the time of bid submittal through disqualification procedures described in Chapter 6C-14.022, Florida Administrative Code.

- 4) Meet any special requirements set forth for this bid.
- 5) Vendor is responsible to ensure that all employees have had the proper background checks for any employees coming on FSU premises. Florida State University reserves the right to do criminal history/background checks on individuals that are affiliated with the contract.

The contractor is required to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect this bid. Ignorance on the part of the bidder will in no way be considered relief from responsibility for compliance with their requirements.

The successful contractor shall comply with all pertinent state and local construction codes and obtain all required permits at their expense.

VI. TERMINATION:

Vendors who fail to make delivery or perform in accordance with the conditions, specifications, drawing or terms and conditions of a purchase order or contract shall be notified in writing, stating the nature of their failure to perform and provide a time certain for correcting the failure. Reasonable time for correcting the failure should not be generally less than ten (10) calendar days after receipt of such notice by the vendor, except in case of a documented emergency. The notification shall also provide that should the vendor fail to perform within the time provided; that: It will be in default; it will be removed from the University's vendor and competitive solicitation lists; and the University will re-procure the commodity or service from another source, which will obligate the vendor to pay all re-procurement costs and costs to cover.

VII. PAYMENT:

Invoices for emergency service may be submitted for payment at the end of each month. **Said invoices must show the location of service (building etc.) time arrived/departed, clock hours spent, list the personnel used on each job (plumber, plumber's helper) and be extended to show the total time and labor charged. All parts and/or materials used must be individually listed and priced.**

VIII. PAYMENT WITHHELD:

The Owners' representative may decline to certify payment or, because of subsequently discovered evidence or subsequent observations, they may withhold payment or nullify the whole or part of any Certificate of Payment previously issued, to the extent as may be necessary, in their opinion, to protect the Owner from loss because of:

- 1) Defective work: Upon discovery of defective work, the Owner may immediately nullify a certification of payment, other language herein notwithstanding, and/or withhold payments. If the defective work is not remedied within ten (10) calendar days of receipt of written notice of the deficient work, the Contractor shall be in default of the work.
- 2) Failure of the Contractor to make payments properly to subcontractors for labor, materials, or equipment.

- 3) Reasonable evidence that the work cannot be completed for the unpaid balance of the contract sum.
- 4) Damage to the Owner or another Contractor
- 5) Reasonable evidence that the work will not be completed within the contract time.
- 6) Persistent failure to carry out the work in accordance with the contract documents.
- 7) Failure of the Contractor to provide any or all applicable documents required by the Contract documents.

IX. GENERAL CONDITIONS:

Special Condition

The successful contractor shall: Act as an independent contractor and perform all services and furnish all labor in conjunction herewith at his sole risk and account, assuming full responsibility therefore agree to reimburse Florida State University and indemnify same and hold Florida State University free and harmless against any or all loss, expense, claim, demands, charges, and all damages to or losses or destruction of any property or injury to or death of any person (including employees of the Contractor and FSU) arising directly or indirectly out of or in connection with the performance of this work.

Work Conditions

Set up construction facilities in a neat an orderly manner within area adjacent to the proposed construction at location of choice, subject to Owners Representative's approval. Accomplish all required work in accordance with applicable portions of the specifications or as approved by the Owners representative.

If electrical power is required, the Owner will furnish electrical power and make connections to existing power panel inside of building at no cost to the Contractor. The Contractor will furnish all other requirements for electrical power.

Water is available at the project site. The Owner will furnish all water at no expense to the Contractor.

All work areas shall be adequately barricade by the Contractor to provide protection and safety for pedestrians, residents of the building and workers.

The Contractor shall adhere to OSHA Safety and Health Standards 29 CFR 1926, U.S. Department of Labor, Occupational Safety and Health Administration, Safety and Health Regulations for Construction Industry. The Contractor shall make sure all their personnel are aware of and follow all safety instructions on all products used.

Traffic control on University property is under direction of the FSU Police. Parking permits for construction personnel, use of street for transportation of construction materials, and areas for stockpiling of equipment are to be approved and arranged through cooperation with the Owners representative. The contractor must adhere to the conditions and restrictions of FSU Police in matters such as the routing of

traffic and speed limits on campus. After completion of the work, the Contractor shall thoroughly clean up the work area, removing all debris and equipment. All work in-place shall be cleaned. The completed project shall be generally ready for immediate use.

Damage to the building, its contents, or surrounding property incurred by work under this contract shall be required and the damaged area restored to its original condition by the Contractor at no expense to the Owner. Any portion of the new construction affected by wind will be considered a failure of material and workmanship unless there is reasonable evidence that failure occurred at a time when wind velocities at the project exceeded 120 mph.

Response time

The successful contractor must respond to the emergency service call within one (1) hour of receiving said call. In event the vendor cannot be reached, does not respond, or cannot correct the situation within a time frame considered reasonable by FSU, the University reserves the right to contract the work to be done by another vendor.

The contractor, when requested to provide minor plumbing for maintenance or general repairs, will work with the department job schedules and costs based on no more than the regular hourly rate and the stated overhead and profit. If the department is unable to negotiate an acceptable job from the contractor, the University may contract the work with another contractor. The contractor shall coordinate all activities with the Owners' Representative.

Basis of Award

Historically, emergency call-outs have required that only a single plumber respond.

Additionally plumbers and plumbers' helpers will be utilized only upon request from the University department initiating the call-out.

The basis of the award shall be the total of the hourly rates for a single plumber in all categories. The stated Profit and Overhead percentage rates will also factor in the decision in case two or more vendors having the same costs for labor.

Failure to comply with any of the listed conditions of the bid may be grounds for the rejection of the offending vendors' bid.

X. VENDOR INSURANCE REQUIREMENTS:

All pricing will be for units indicated but will take into consideration volume pricing per usage indicated previously. Please indicate if a discount can be applied for prompt (10 days, example.) payment.

The Vendor shall not commence any work in connection with this agreement until he has obtained all the following types of insurance and such insurance has been approved by the purchaser, nor shall the Vendor 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 B+.VIII. 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 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.

A. 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 to provide Worker's Compensation Insurance for his employees which shall comply fully with the Florida Worker's Compensation Law

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 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:

1.	Bodily Injury Liability	\$1,000,000 each accident
2.	Auto Property Damage Liability	\$1,000,000 each accident
3.	Property Damage Liability-	\$1,000,000 each accident
	(other than automobile)	\$2,000,000 aggregate operations
		\$1,000,000 aggregate protective
		\$1,000,000 aggregate contractual

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

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.

PRICING SHEET

Furnish rates per hour as follows:

Cost for first clock hour or portion of, regular business hours (8:00 AM-5:00 PM, Monday through Friday)

Single Plumber _____
Each additional plumber: _____
Each plumber's helper: _____

Additional time per call-out, regular business hours (Note: payment will be made only for actual time spent)

Single Plumber _____
Each additional plumber: _____
Each plumber's helper: _____

Cost for first hour or portion of, outside regular business hours

Single Plumber _____
Each additional plumber: _____
Each plumber's helper: _____

Additional time per call-out, outside regular business hours (Note: payment will be made only for actual time spent)

Single Plumber _____
Each additional plumber: _____
Each plumber's helper: _____

State Profit and Overhead percentages to be applied on materials and supplies expended to accomplish work: _____

Please list any prompt pay discounts offered:

Discount _____

NOTE: The University reserves the right to require proof of actual cost of contractor for materials and supplies furnished prior to payment.