

**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and may not be withdrawn within 45 days after such date and time.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 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 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
Commercial Kitchen Fire Suppression System Cleaning
Invitation to Bid
ITB 5343-5**

I. GENERAL

The Florida State University is inviting bids from qualified firms for materials and/or services listed in this Invitation to Bid (ITB)

II. DEFINITIONS

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

Bidder: A responder to this Invitation to Bid

Awarded firm: The vendor, company, contractor or firm that is awarded the contract and receives a purchase order from the University based on and incorporating the terms, conditions and prices listed in this solicitation.

ITB: Invitation to Bid.

III. SPECIAL CONDITIONS

1. Submission of Mandatory Forms: Bidders are required to return the ITB "Acknowledgment Form" with their proposal. 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 solicitation on or before the date and time, indicated on the ITB Acknowledge Form, with all "Cost and Service Quotes" 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 in the format specified.
5. In accordance with s.119.07 (3) (m), Florida Statutes, public review of responses to a Invitation to Bid maybe denied until the notice of a decision is posted or within 10 days after the Invitation to Bid is opened, whichever occurs first.

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 bidder.
7. A bidders' written submission in response to the ITB shall be considered as the bidders 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 proposal 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)
11. 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 equipment should be included in the solicitation response 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.
12. 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.
13. Under no circumstances shall the successful bidder assign to a third party any right or obligation of the awarded firm pursuant to this solicitation without prior written consent of FSU. If the awarded firm 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.
14. Any purchase order resulting from this ITB 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.

15. 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. Bidders must check their solicitation response for any such errors and state the discount(s) where applicable.
16. The bidders sole point of contact for all matters relating to the ITB is:
Dan Bull, Florida State University Purchasing Department, A1400 University Center, Tallahassee, Florida 32306-2370, Voice (850) 644-9720, FAX (850) 644- 8921 or E-Mail: dbull@admin.fsu.edu . Written questions on this ITB must be submitted to Dan Bull. 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.

17. Sealed 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.
18. The awarded firm shall not commence any work in connection with this agreement until all of the following types of insurance have been obtained and such insurance has been approved by the University. Nor shall the awarded firm allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida. The purchaser shall be furnished proof of coverage of insurance by certificates of insurance within 10 days after receipt of the Purchase Order and shall name the purchaser as an additional named insured.

The purchaser shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the awarded firm and/or subcontractor such insurance.

A. **Workmen's Compensation Insurance**

The awarded firm shall secure and maintain during the life of this agreement, Workmen's Compensation Insurance for all of their employees connected with the work of this project and, in case any work is sublet, the awarded firm shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by

the protection afforded by the awarded firm. Such insurance shall comply fully with the Florida Workmen's Compensation Law. In case, any class of employee engaged in hazardous work under this contract at the site of the project is not protected under Workmen's Compensation Statute, the awarded firm shall provide and cause each subcontractor to provide, adequate insurance satisfactory to the purchaser, for protection of its employees not otherwise protected.

B. Contractor's Public Liability and Property Damage Insurance

The awarded firm shall secure and maintain during the life of this agreement, COMPREHENSIVE GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE as shall protect him/her 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/herself or by anyone directly or indirectly employed by him/her and the amounts of such insurance shall be the minimum limit as follows:

- (1) Bodily Insurance Liability: \$1,000,000 each occurrence
- (2) Auto Property Damage Liability: \$500,000 each occurrence
- (3) Property Damage Liability: \$1,000,000 each occurrence
- (4) Other Than Automobile: \$1,000,000 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 any OCCURRENCE basis.

(5) XCU (Explosion, collapse, underground damage)-the contractor's liability Policy shall provide XCU coverage for those classifications in which they are excluded.

(6) Contractual Liability - work contracts - The awarded firm's liability policy shall cover such contracts when they are affected.

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

- (a) the University promptly notifies the awarded firm in writing of any claim, and
- (b) the awarded firm 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 awarded firm agrees at the initiation of such

claim that awarded firm shall save and hold the University harmless, The awarded firm shall have the sole control of the defense, trial and any related settlement negotiations, and

- (c) the university fully cooperated with awarded firm in the defense of any claim.

In no event, however, will Awarded Firm be liable for:

- (a) any damages caused by the University's failure to perform the University's responsibilities, or for
- (b) any lost profits or other consequential damages, even if Seller has been advised of the possibility of such damages, or for
- (c) any claim against the University by any other party except as provided in the hold harmless provision of the preceding paragraph of this provision and except as provided in the entitled or non-performance or machines or programming located outside the United States or Puerto Rico.

- D. The University may terminate the Contract if the awarded firm fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. University Regulation 6C2R-2.015 governs the procedure and consequences of default. The awarded firm shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the awarded firm shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without fault or negligence, of the awarded firm. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the awarded firm and the subcontractor, and without the fault or negligence of either, the awarded firm shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the awarded firm to meet the required delivery schedule. If, after termination, it is determined that the awarded firm was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the University. The rights and remedies of the University in this clause are in addition to any other rights and remedies provided by law or under the Contract.

- 1 The awarded firm submitting the response warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any legal or financial condition, that would in any way prohibit, restrain, or diminish its ability to satisfy its Contract obligations, should a contract be awarded. The awarded firm warrants that neither it nor any affiliate is currently on the convicted vendor list maintained by any other University, State, or the Federal Government. The awarded firm shall immediately notify the University in writing if its ability to perform is compromised in any manner

during the negotiation period or during the term of any Contract awarded pursuant to this ITB.

- 2 Any dispute concerning performance of the Contract shall be decided by the University's designated contract manager, who shall reduce the decision to writing and serve a copy on the awarded firm. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the awarded firm's files with the University a petition for administrative hearing. The University's decision on the petition shall be final, subject to the awarded firm's right to review pursuant to Florida Board of Governors Regulations. Exhaustion of administrative remedies is an absolute condition precedent to the awarded firm's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120. Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate University court in Leon County, Florida; in any such action, Florida law shall apply.
3. Subject to Chapter 119, Florida Statutes, the awarded firm shall not publicly disseminate any information concerning the Contract without prior written approval from The FSU Office of the Vice President for University Relations, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the University as a reference, or otherwise linking the awarded firm's name and either a description of the Contract or the name of the University in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representatives.
4. In order to ensure objective bidder performance and eliminate unfair competitive advantage, awarded firms that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals or invitations to negotiate shall be excluded from competing for such procurements.
5. It shall be a breach of ethical standards for any employee of the University or member of the University Board of Trustees to accept, solicit, or agree to accept a gratuity of any kind, form or type in connection with any contract for commodities or services. It shall also be a breach of ethical standards for any potential bidder to offer an employee of the University a gratuity of any kind, form or type to influence the development of a contract or potential contract for commodities or services.

Commercial Kitchen Fire Suppression System Inspection

ITB 5343-5

1. Purpose

The purpose of this solicitation is to establish a term contract with a qualified source(s) to provide the mandated cleaning and inspection of the commercial kitchen fire suppression systems located in the Sandel Building and the Hospitality Administration Department kitchens at FSU. The vendor will provide a bid that will meet or exceed the requirements of the Florida Division of State Fire Marshall and NFPA 96, Ventilation and Fire protection of Commercial Cooking Equipment 2004 Ed. And NFPA 17, Dry Chemical Extinguishing systems 2002 Ed.

2. Bidder's Requirements

A. Competence & Qualifications:

Bidder shall show competence and experience in the field of commercial kitchen fire suppression systems by supplying a list of current verifiable commercial references. Bidder must have a current service contracts with commercial kitchen fire suppression systems and provide a list with those contracts with contact information.

B. Licensure:

Bidders shall provide copy of current State of Florida License with bid response (per FAC 69A) to perform service and inspection services on commercial Kitchen Fire Suppression Systems. The license must be in the name of the vendor shown on the bid response..

C. Work Hours:

Generally will be scheduled with the kitchen site manager during hours that are convenient for the day-to-day operation of the kitchen. Often these are during hours that the kitchen is not in use. The awarded firm will be expected to work with designated FSU representative to schedule hours.

D. Awarded firm shall furnish all materials and labor to complete the work specified herein.

E. Performance Reports:

Vendor shall submit written performance reports to the Project Manager and the Kitchen manager upon completion of each cleaning and inspection and no later than 30 days after the work is completed. The report shall show work

accomplished and any discrepancies found. Payment will not be approved until reports are received and reviewed by the Project Manager.

F. Addition or Deletion of systems:

The inspection and cleaning of systems of a comparable type that are located on the FSU Campus may be added during the contract term at the same rate structure as those included in this bid. Deleted systems shall reduce the contract price at the same rate as originally stated. Modifications to existing systems will be subject to negotiations between FSU and contractor.

G. Tag System:

Contractor is required to supply and place the appropriate tags on the equipment. The tags shall be durable, and will not fade or deteriorate with normal commercial kitchen fumes and routine cleanings. Tags must be readable to meet compliance requirements.

3. Scope of Work:

The scope of work includes the vendor supplying all labor, materials, tools and test equipment to clean and inspect the commercial kitchen fire suppression systems semi-annually, in accordance with NFPA 96, Ventilation and Fire protection of Commercial Cooking Equipment 2004 Ed. And NFPA 17, Dry Chemical Extinguishing systems 2002 Ed. listed below:

Nutrition, Food, & Movement Science Sandels Building	1 hood	located in Rm 440
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Hospitality Administration Department Rm 5203 University Center B	4 hoods	located in
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Scheduling must be arranged with kitchen personnel and completion notification sent to Project Manager.

Repairs and replacement items not included in routine cleanings are excluded from this agreement.

4. Contact Award:

The contract will be awarded based on price, experience and availability. Vendors shall submit references, which are verifiable, with like equipment. References shall be checked and a poor response may be grounds for disallowing the acceptance of a solicitation response.

5. Term of Contract:

It is the University's intention to award a contract to become effective on or about September 1, 2009. The term of the contract shall be three (3) years starting September 1, 2009 through September 1, 2012 with additional three one (1) year renewal options subject to the availability of funds appropriated by the legislature for this purpose

6. Cost (price will be for one of the semi-annual visits)

A. Cost per each inspection and cleaning for the Sandels Building

\$ _____ Per Hood

B. Cost per each inspection and cleaning for the Hospitality Dept.*

\$ _____ Per Hood

*All four hoods are Ansul R-102 Wet Chem. in the Hospitality Dept.

7. Mandatory Pre-Bid Meeting

BIDDERS MUST RESPOND BY AUGUST 10, 2009 NLT 2:30 P.M. WITH THE NUMBER OF INDIVIDUALS THAT WILL BE INCLUDED IN THEIR PARTY AT THE MANDATORY PRE-BID. CONTACT VIA EMAIL OR FAX TO DAN BULL EMAIL dbull@admin.fsu.edu FAX 850-644-8921

The location of the pre-bid is in the lobby of University Center Building B224. The pre-bid will be held Aug 12th 2009 @ 10:00 A.M..

Campus map can be found at this website: The University Center is the building that surrounds Doak Campbell Stadium. The location is indicated on the map as 224.

<http://www.fsu.edu/map2007/2007-MapPRINT032500.html>

For parking arrangements contact the FSU Parking & Transportation Services at 850-644-5278