

**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 [mward@admin.fsu.edu](mailto:mward@admin.fsu.edu) or Fax Attention: Mary Ward, (850) 644-8921.

SOLICITATION NUMBER		UNIVERSITY DATE OF ISSUE		FLORIDA STATE UNIVERSITY <b>COMPETITIVE SOLICITATION</b> ACKNOWLEDGEMENT FORM					
SOLICITATION TITLE									
RESPONSES WILL BE OPENED AT				<b>SUBMIT RESPONSES TO</b> <b>FLORIDA STATE UNIVERSITY PURCHASING DEPARTMENT</b> A1400 UNIVERSITY CENTER <b>TALLAHASSEE, FLORIDA 32306-2370</b> (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and may not be withdrawn within 45 days after such date and time.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

Telecommunications

OSP Copper and Fiber Cable Installation

FY2003

Invitation to Bid

Document developed by:

Office of Telecommunications  
Operations Division

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**1. Definitions:**

For the purpose of this bid the following definitions will apply:

FSU/OTC - The Florida State University Office of Telecommunications.

Contractors - Those vendors selected through the bid process and issued contracts based on this bid.

Bidders - all vendors responding to this bid.

**2. Scope of Work:**

The attached bid is for installing OSP fiber optic cable and OSP copper multi-pair cable on the Florida State University (FSU) campus and Innovation Park for the FSU Office of Telecommunications (OTC) in existing communications conduit/duct or, in rare cases, aerial via poles. The average building entrance OSP fiber cable pull will be approximately 400 meters (1,312 feet). Longer pulls may be required for backbone cables. There will be an average of five (5) manholes per installation for building entrance cables. Services arranged by this bid shall be on an as needed basis. The FSU/OTC will require the contractor to respond to a request to install cable within five (5) working days and no longer than ten (10) working days.

**3. Purpose of Bid:**

The purpose of this bid is to secure the services of certified and experienced contractors to install, splice and terminate fiber optic cable and OSP Copper cable for FSU/OTC. The contractors should be aware that past experience in installing copper telephone cable or electrical wire should not qualify by itself. FSU/OTC is expecting the contractors to be certified, capable, and experienced in the area of copper and fiber optic cable installation. Certified in the area of permitting and professional business licenses to the extent of being able to do business in the State of Florida and in Leon County. Capable to the extent that the contractors can install both copper and fiber optic cable. Experienced to the extent of providing documented proof of past installations, letter of certification from fiber optic cable vendors, and classroom training and/or client referral letters.

The FSU/OTC may utilize the next lowest bid and may have that qualified contractor perform work when the contractor awarded this bid will or can not deliver services as specified in this bid. The FSU/OTC reserves the right to go directly to any of the selected contractors in an emergency situation or special project if it is in the best interests of the university.

#### **4. Communications with Florida State University**

The **sole** point of contact regarding this bid is:

Geneva Miller, Purchasing Coordinator  
Purchasing Department  
1400A University Center  
Florida State University  
Tallahassee, Florida  
32306-2370  
email: gamiller@admin.fsu.edu  
Fax: (850) 644-8921

#### **5. Special Conditions:**

- 5.1 This Bid is a proposal to furnish the listed parts and labor on an "AS NEEDED" basis to the FSU/OTC, for the period beginning July 1, 2006 through June 30, 2008.
- 5.2 FSU reserves the right to extend this contract for two (2), twelve (12) month periods with the consent of the successful contractors and FSU/OTC. All prices, terms, and conditions of the original bid will remain in effect if so extended.
- 5.3 Any contract that is established by this bid would be cancelable by either party without cause or damages with a thirty- (30) day written notice to the other.
- 5.4 The contractor must follow manufacturer installation procedures.
- 5.5 The contractors shall inspect, rod, and install pull cord on all runs prior to pulling cable.
- 5.6 Pull tape shall be supplied by contractor and will be Arnco Tone Tape, part # DLWP12LC or equivalent, with marked footage or meters for accurate measurement between manholes. Measurements shall be given to the FSU/OTC project manager. A pull tape shall be installed and left in place with each cable installation.
- 5.7 The FSU/OTC project manager must approve any alternate route. Any conduit discovered in a damaged condition shall be reported immediately to the FSU/OTC project manager. Existing damage shall be the responsibility of the FSU/OTC to repair and/or coordinate an alternate route. Damage to conduit, any existing cables and/or any FSU property or

facilities caused by the contractors shall be corrected to original state or better by the contractors in the fastest possible manner at no charge to the University.

- 5.8 The contractor must follow proper safety procedures for Confined Space Entry, as set forth in Occupational Safety and Health Administration (OSHA) 29 CFR 1910.146-1995, Permit-required Confined Spaces and OSHA 29 CFR 1910.268-1995, Telecommunications. The contractor must provide all safety equipment. This includes but is not limited to the use of blower ventilators, gas / oxygen detectors, water pumps (Reference: OSHA standards). Contractors observed by FSU personnel not complying with the confined space program may result in reports to the Labor and Employment Security, Division of Safety for enforcement purposes.
- 5.9 The contractors will be responsible to ensure all work areas are safe and adequately barricaded to provide protection and safety for all passing traffic; including but not limited to the following, pedestrians, handicapped individuals, motor vehicles, residents of the building and workers.
- 5.10 Bidders must submit with bid proof of successful OSP copper and fiber optic cable experience in the areas of installation and/or training. Past experience in installing copper wire only will not be sufficient. Proof shall include customer references copies of training records, and/or certification letters from cable manufacturers. Failure to do so shall be grounds for rejection.
- 5.11 The contractors shall designate a project manager prior to work beginning. That name must be provided to the FSU/OTC before any work begins.
- 5.12 The contractors shall be totally responsible for the proper installation of cable as specified. Any damage to the cable shall be the complete and total responsibility of the bidder. Total replacement or repair of the cable shall be at the option of the FSU/OTC.
- 5.13 Special technical and/or physical specifications will be provided at the start of work by FSU OTC. NOTE: Special attention should be paid to bend radius on cable.
- 5.14 The contractors will be responsible for installing Orange (Fiber Optic) plastic cable wraps (Provided by FSU/OTC) in every manhole and building, where the FSU/OTC project manager specifies (no less than one per manhole and building).
- 5.15 The contractors will be responsible for racking and cable tying cables in the manholes and in buildings out of work area to keep all cable damage to



a minimum. Fiber cable will require a minimum of one work loop around the interior surface of each manhole entered and work loops on each end. The amount of work loop on each end shall be determined by the FSU/OTC.

- 5.16 The contractors will be responsible for installing flexible plenum rated inner-duct when the FSU/OTC project manager specifies. Materials to be supplied by FSU OTC unless otherwise specified.
- 5.17 After installation of a fiber optic cable by the contractor, where the FSU/OTC terminates the fiber, the FSU OTC shall test and record all fibers for continuity and loss. After review of the test results, if they are found to be unsatisfactory, it is the contractor's responsibility to repair or replace (at FSU/OTC's option) the fiber optic cable to the FSU/OTC's satisfaction. If the Contractor is asked to terminate as well as install cable the contractor shall be responsible for testing the cable and returning results to OTC.
- 5.18 Materials shall be supplied by FSU/OTC. Contractors shall have access to the cable on the FSU campus in the Shaw Building between the hours of 8:00 am and 4:00 p.m. Monday through Friday, except State Holidays (i.e. normal business hours). The time required for the vendor to pick up materials shall be worked into the overhead of the rates unless agreed to by the FSU/OTC.
- 5.19 Cable reels shall be handled in accordance with standard manufacturer procedures. Any damage to cable while in the possession of the contractor shall be the total responsibility of the contractor.
- 5.20 Damaged cable shall be replaced with the exact type, manufacturer and part number of cable damaged. FSU/OTC shall be compensated for the cost per meter or foot as stated in this bid, plus a 10% handling fee or compensated for the cost to splice damaged cable plus a 10% handling fee; FSU/OTC reserves the option of preference.
- 5.21 The contractor will notify FSU/OTC project manager prior to starting the job each day and shall give job status at the end of each day.
- 5.22 The bidder must type or clearly write the bid pricing on this bid form in order for your bid to be considered responsive. Do not send pricing on a form generated by your company; in doing so you may cause your bid to be declared non-responsive and rejected without evaluation.
- 5.23 The prices quoted in this bid shall remain firm for the time period quoted. You may not raise the prices or pass along any fuel or other surcharges once you have accepted any purchase order issued by FSU.

- 5.24 It is the bidder's responsibility to make certain that all personnel involved in the billing process are aware of the prices you have quoted. Persistent billing problems may be grounds for cancellation of our purchase order with your company. In the event an order is canceled for this or any reason, FSU will contract with the next low bidder. FSU will be the sole judge of what constitutes persistent billing problems.
- 5.25 The General Conditions and these Special Conditions shall govern any contracts established as a result of this bid. By signing and submitting this bid, the contractor is agreeing that any terms and conditions imposed by your company are overridden if they conflict with FSU's general or special terms and conditions.
- 5.26 Payment terms must be net 30 days or better. Payment will be made in accordance with Chapter 215.422 Florida Statutes. No other payment terms or conditions offered by the bidder will be considered, unless they are more advantageous to FSU. If any exception is taken to any of our terms or condition, your bid may be rejected.

**IMPORTANT – The contractor shall not submit their invoice to FSU OTC for payment until the entire project is complete and inspected by OTC unless other arrangements have been agreed to by FSU / OTC and the Contractor prior to submittal.**

- 5.27 All installation must follow practices as specified in the FSU Telecommunications Infrastructure Standard rev2.2f which may be found at <http://www.otc.fsu.edu/Department/DeptMenu.html>
- 5.28 The contractor is to start work within five (5) working days from the receipt of the work order notification from FSU/OTC. The start and needed completion dates will be provided by FSU/OTC. An ongoing problem with a contractor failing to start or complete work on time may be grounds for cancellation of our purchase order with your company. In the event that a contractor is unable to start work on a requested date for any reason, FSU/OTC may elect to use another contractor.
- 5.29 Final Cleanup- Upon completion of work, the Vendor shall reconnect any utilities, equipment or appliances disconnected in the course of its work and replace all furniture, etc. moved for the performance of its work. This effort shall be coordinated with the OTC. Any debris and rubbish including sheet rock dust wire stripping, plastic wrappers from equipment shall be removed and the premise left clean.

- 5.30 The cost for installing cable shall be calculated by multiplying the total length of the cable which is determined by the meter or foot markings on each end of the cable, by per unit cost.

Example

Cable marked - meter 100 - Originating building

Cable marked - meter 150 - Destination building

Cost of \$0.50 per meter.

$$150 \text{ meters} - 100 \text{ meters} = 50 \text{ meters} \times .50/\text{meter} = \$25.00 \text{ cost}$$

## **6. Bidders Qualifications**

- 6.1 Each Bidder submitting a BID shall provide documentation of at least four years of successful business providing the services as defined in this document.
- 6.2 Each Bidder submitting a BID is requested to provide a list of clients with the number of years providing this service for each. Clients shall include both those the contractor has installed copper cable for and those who the contractor installed fiber for.
- 6.3 Each Bidder submitting a BID must provide a list of three references for past work it has performed. The University, at their sole discretion, may contact any or all of the references and may use the information collected from the interviews to aid in determining the qualifications of the bidder. References shall include both those the contractor has installed copper cable for and those who the contractor installed fiber for.
- 6.4 Each Bidder shall provide a list of all certifications that personnel hold that will be performing work at the University. (I.e. RCDD). The names and date of expiration shall be provided along with the name of the certification.
- 6.5 The university requires that the selected vendor have a RCDD with OSP certification on staff.

## **7. Performance Investigations**

As part of the evaluation process, the University may make investigations to determine the ability of the bidder to perform the work. The University reserves the right to reject any BID if the bidder fails to satisfy the University that it is properly qualified to carry out the obligations of the contract.

## **8. Approved Materials:**

Materials used shall be identified and provided by the FSU/OTC unless specifically agreed to with the contractor. Some materials that are required of the contractor for some components of this bid are:

- 8.1 Cable ties NORTH SUPPLY P/N S-739407 or equal.
- 8.2 Pull tape shall be equal to Arnco Tone Tape, part # DLWP12LC, with marked footage or meters for accurate measurement of cable runs. This type of tape will also allow connecting a tone to the metallic center conductor for location detection.
- 8.3 Cable (if replacement is necessary) of the exact type, (manufacturer, type, size, pull strength, part number) in the event of damage.
- 8.4 Fiber Splice Types:
  - Corning Multimode Fusion Heat Shrink Splice protection
  - Corning Multimode Mechanical Splice
  - Corning Singlemode Fusion Heat Shrink Splice protection
  - Corning Singlemode Mechanical Splice
- 8.5 Fiber connector types: (typical, but not limited to the following)
  - Corning Multimode, ST, Unicam or hot melt Connector
  - Corning Multimode, SC, Unicam Connector, no less than UPC
  - Corning Singlemode, ST, Unicam or hot melt Connector
  - Corning Singlemode, ST, Unicam Connector
  - Corning Multimode, LC, Unicam Connector

Note: Materials are to be provided by FSU/OTC unless otherwise specified and in the scope of this bid. The Office of Telecommunications, in advance of installation, must approve any changes in manufacturer or type of specified materials.

## **9. Final Installation Requirements**

- 9.1 Rod and install pull cord, measurements to be given to FSU/OTC project manager.
- 9.2 Contractors will pull cable between buildings specified by FSU/OTC project manager.
- 9.3 Contractors will use cable ties to secure cable in manholes and buildings not crossing any other cable except where necessary and out of the work area leaving other cables and closures accessible.
- 9.4 Contractors will affix Brady snap on or equivalent labels to cables in every manhole and building in the most visible locations.
- 9.5 Contractors may be requested to attach securely a (single) piece of 3/4" - 4' x 4' plywood painted with fire retardant paint (gray or white) at the destination end of each cable as specified by FSU/OTC project manager.
- 9.6 Contractors will loop approximately fifteen (15) meters of fiber cable on or near the plywood out of the working area for termination as specified by FSU/OTC project manager. Each manhole that is passed through will have a minimum of 15 meters properly tie wrapped around the perimeter or will make one continuous loop around the perimeter before exiting.

All splices must be tested and meet industry and manufacturer Standards. Test results to be provided to OTC project manager.

## **10. Method of Evaluation**

The bidders will provide rates for the individual items listed at the measurement standard requested. I.e. foot, meter, etc. Those not responding with the proper measurement standard may not be considered for the award of this contract.

The awarding of this bid will be based solely on the response of the bidders to the sample installation below, utilizing quoted prices and the ability of the contractor to provide documented proof of past installations, industry certifications, letters of certification from fiber optic vendors, classroom training certificates and / or client referral letters. Balance of Line will not be used in the evaluation and award of this bid.

The bidder will provide a detailed cost breakdown of the sample installation using the listed rates with a total cost for the sample installation. The Award will be based on the lowest total cost for the sample installation. This entire bid document must be returned with the "Component Pricing" and "Sample Installation" filled in as well as required signatures.

**11. BALANCE – OF – LINE**

It is recommended that the bidder read this section very carefully

As part of this bid, a Balance-of- Line may be provided by the bidder. It is the intention of this Bid to add the ability to purchase services that may not be specified in this bid but are offered by the bidder under the scope of this bid. OTC desires that the bidder offer a Balance of Line fixed discount (%) on all services not specifically listed. Bidders should provide fixed discounts that reflect savings to the University and should be based on bidders listed price.

A **SEPARATE** excel spreadsheet should be provided as part of the bid response with the Balance-of-Line list of other service. As a minimum the description of the service, the vendors published listed street price and the % discount offered FSU OTC on each item shall be listed.

**COMPLETE THESE SECTIONS**

**12. Component Pricing**

12.1 Install OSP loose buffer Fiber Cable in conduit, per foot

0 – 500 feet \$ \_\_\_\_\_

501 feet – 999 feet \$ \_\_\_\_\_

1,000 feet – 6,500 feet \$ \_\_\_\_\_

Over 6,500 feet \$ \_\_\_\_\_

12.2 Install OSP loose buffer Fiber Cable, aerial on existing strand, cable provided by FSU/OTC, other materials provided by contractor, per foot

0 – 500 feet \$ \_\_\_\_\_

501 feet – 999 feet \$ \_\_\_\_\_

1,000 feet – 6,500 feet \$ \_\_\_\_\_

Over 6,500 feet \$ \_\_\_\_\_

12.3 Install OSP aerial strand and hardware for installing aerial Fiber Cable, materials provided by contractor, per foot

0 – 500 feet \$\_\_\_\_\_

501 feet – 999 feet \$\_\_\_\_\_

1,000 feet – 6,500 feet \$\_\_\_\_\_

Over 6,500 feet \$\_\_\_\_\_

12.4 Remove Aerial fiber cable from aerial strand, per foot

\$\_\_\_\_\_

12.5 Remove fiber cable from 4” conduit, per foot

\$\_\_\_\_\_

12.6 Remove Aerial strand from poles, each.

\$\_\_\_\_\_

12.7 Multimode Fusion Splice, Contractor Provided Splice, each.

\$\_\_\_\_\_

12.8 Multimode Mechanical Splice, Contractor Provided Splice, each

\$\_\_\_\_\_

12.9 Singlemode Fusion Splice, Contractor Provided Splice, each

\$\_\_\_\_\_

12.10 Singlemode Mechanical Splice, Contractor Provided Splice, Each

\$\_\_\_\_\_

12.11 Terminate using Corning Multimode, ST Unicam Connector  
Contractor Provided connector, each

\$\_\_\_\_\_

12.12 Terminate using Corning Multimode, SC Unicam Connector,  
Contractor provided connector, each

\$\_\_\_\_\_

12.13 Terminate using Corning Singlemode, ST, Unicam Connector,

- Contractor provided connector. each  
\$ \_\_\_\_\_
- 12.14 Terminate using Corning Singlemode, SC, Unicam Connector,  
Contractor provided connector, each  
\$ \_\_\_\_\_
- 12.15 Terminate using Corning Multimode, ST, Unicam Connector,  
FSU/OTC provided connector, each  
\$ \_\_\_\_\_
- 12.16 Terminate using Corning Multimode, SC, Unicam Connector,  
FSU/OTC provided connector, each  
\$ \_\_\_\_\_
- 12.17 Terminate using Corning Singlemode, ST, Unicam Connector,  
FSU/OTC provided connector, each  
\$ \_\_\_\_\_
- 12.18 Terminate using Corning Singlemode, SC, Unicam Connector,  
FSU/OTC provided connector, each  
\$ \_\_\_\_\_
- 12.19 Terminate using Corning Multimode, LC, Unicam Connector,  
Contractor provided connector, each  
\$ \_\_\_\_\_
- 12.20 Terminate using Corning Multimode, LC, Unicam Connector,  
FSU/OTC provided connector, each  
\$ \_\_\_\_\_
- 12.21 Install fiber splice enclosure for fiber cable up to 36 strands  
\$ \_\_\_\_\_
- 12.22 Install 1" innerduct, per foot  
\$ \_\_\_\_\_
- 12.23 Install pull box up to 24" x 24" x 12"D, each  
\$ \_\_\_\_\_



- 12.24 Install Handhole Box 24" x 36" x 18"D, contractor provided material, each \$ \_\_\_\_\_
- 12.25 Wall penetration, 2", each \$ \_\_\_\_\_
- 12.26 Wall penetration, 4", each \$ \_\_\_\_\_
- 12.27 Install Cable J Brackets, contractor provided materials, each \$ \_\_\_\_\_
- 12.28 Install Fabricated conduit supports, contractor provided materials, each \$ \_\_\_\_\_
- 12.29 Install 2" conduit hangers / brackets, contractor provided materials, each \$ \_\_\_\_\_
- 12.30 Install 4" Conduit hangers / brackets, contractor provided materials, each \$ \_\_\_\_\_
- 12.31 Install 2" IMC fittings 45 and 90 degrees, contractor provided materials, each \$ \_\_\_\_\_
- 12.32 Install 4" IMC fittings 45 and 90 degrees, contractor provided materials, each \$ \_\_\_\_\_
- 12.33 Directional boring 2" PVC, contractor provided materials, per foot \$ \_\_\_\_\_
- 12.34 Directional boring 4" PVC, contractor provided materials, per foot \$ \_\_\_\_\_
- 12.35 Machine Trench 36" depth, per foot \$ \_\_\_\_\_
- 12.36 Machine Trench 48" depth, per foot \$ \_\_\_\_\_
- 12.37 Hand Trench 24" depth, per foot \$ \_\_\_\_\_

- 12.38 Sawcut and patch concrete, contractor provided materials, per foot  
\$ \_\_\_\_\_
- 12.39 Cut and patch asphalt, contractor provided material, per foot  
\$ \_\_\_\_\_
- 12.40 Place 2" schedule 40 PVC Conduit in trench, contractor provided material, per foot  
\$ \_\_\_\_\_
- 12.41 Place 4" schedule 40 PVC Conduit in trench, contractor provided material, per foot  
\$ \_\_\_\_\_
- 12.42 Place 2" schedule 40 PVC fittings 45 and 90 degrees in trench, contractor provided material, per foot  
\$ \_\_\_\_\_
- 12.43 Place 4" schedule 40 PVC fittings 45 and 90 degrees in trench, contractor provided material, per foot  
\$ \_\_\_\_\_
- 12.44 Install 30' pole (qty 1 to 4), contractor provided, each  
\$ \_\_\_\_\_
- 12.45 Install 35' pole (qty 1 to 4), contractor provided, each  
\$ \_\_\_\_\_
- 12.46 Install 40' pole (qty 1 to 4), contractor provided, each  
\$ \_\_\_\_\_
- 12.47 Install 45' pole (qty 1 to 4), contractor provided, each  
\$ \_\_\_\_\_
- 12.48 Install up to 25 pair filled OSP copper cable in Conduit, per foot, labor only  
\$ \_\_\_\_\_

12.49 Install 50 pair to 100 pair filled OSP copper cable in conduit,  
per foot, labor only \$ \_\_\_\_\_

12.50 Install 101 to 200 pair filled OSP copper cable in conduit, per foot, labor  
only \$ \_\_\_\_\_

12.51 Bond and terminate OSP filled copper cable on terminals, per 25 pair,  
labor only \$ \_\_\_\_\_

12.52 Install a (single) piece of 3/4" - 4' x 4' plywood painted with fire retardant  
paint (gray or white \$ \_\_\_\_\_

12.53 Hourly Labor Rate for scope of work covered in this bid  
\$ \_\_\_\_\_

**13. SAMPLE INSTALLATION:**

- 1. Install 3,600 feet of 18-fiber composite feeder cable made up of 12 Multimode and 6 single mode strands. The pull will require passing through 12 (twelve) and into two buildings. The cable shall be properly routed to the 19-inch relay rack on each end and placed in the customer's trays and CCH Cabinet. Contractor shall properly label, route, and test as specified in this bid.

Detail Cost Breakdown	Price

Total Item Price

- 2. Terminate 12 Multimode fibers (ST type Corning Unicam) and 6 Singlemode fibers (SC type Corning Unicam) with FSU/OTC furnished connectors.

Detail Cost Breakdown

Price


Total Item Price

- 3. Terminate 12 Multimode fibers (ST type Corning Unicam) and 6 Singlemode fibers SC type Corning Unicam) with Contractor furnished connectors.

Detail Cost Breakdown

Price


Total Item Price

- 4. Terminate 12 50 micron, Multimode fibers (LC type Corning Unicam) and 6 Singlemode fibers SC type Corning Unicam) with Contractor furnished connectors.

Detail Cost Breakdown

Price


Total Item Price

- 5. Terminate 12 50 micron Multimode fibers (LC type Corning Unicam) and 6 Singlemode fibers SC type Corning Unicam) with OTC furnished connectors.

Detail Cost Breakdown

Price


Total Item Price

6. Install two 40foot poles.

Detail Cost Breakdown	Price

Total Item Price

7. Install strand between two new poles. Distance between poles 120 feet.

Detail Cost Breakdown	Price

Total Item Price

8. Install 1200 feet of 18 strand fiber aerial cable on existing strand.

Detail Cost Breakdown	Price

Total Item Price

9. Directional Bore 300 feet of 4" conduit from existing manhole.

Detail Cost Breakdown	Price


Total Item Price

10. Connect new 4" conduit to existing manhole.

Detail Cost Breakdown

Price


Total Item Price

11. Dig and place a new 24"x36"x18"D handhole, contractor provided material.

Detail Cost Breakdown

Price


Total Item Price

12. Connect new 4" conduit to new handhole,

Detail Cost Breakdown

Price


Total Item Price

13. Machine trench 100 feet, 36" deep from existing manhole.

Detail Cost Breakdown	Price

Total Item Price

14. Place new 4" conduit 100 feet in new trench.

Detail Cost Breakdown	Price

Total Item Price

15. Dig and place a new 24"x36"x18"D handhole, contractor provided.

Detail Cost Breakdown	Price

Total Item Price

16. Connect new 4" conduit in trench to handhole installed in #13.

Detail Cost Breakdown	Price

Total Item Price

17. Directional bore 300 feet of 2" conduit.

Detail Cost Breakdown	Price

Total Item Price

18. Hand trench 50 feet.

Detail Cost Breakdown	Price

Total Item Price

19. Cut and patch asphalt, 50 feet

Detail Cost Breakdown	Price

Total Component Price

20. Place new 2" conduit in 50 foot trench.

Detail Cost Breakdown	Price




Total Item Price

21. Place four (4) 45 degree fittings on new 2" conduits in trench.

Detail Cost Breakdown

Price


Total Item Price

22. Machine trench 200 feet at 36" deep.

Detail Cost Breakdown

Price


Total Item Price

23. Place 100 feet of 4" conduit and connect to 45 degree fitting in existing trench.

Detail Cost Breakdown

Price


Total Item Price

25. Remove 1080 feet of aerial fiber cable from strand.

Detail Cost Breakdown

Price


Total Item Price

25. Remove 1080 feet of aerial strand.

Detail Cost Breakdown

Price


Total Item Price

26. Saw cut and patch 70 feet of concrete driveway.

Detail Cost Breakdown

Price


Total Item Price

27. Hand trench 120 feet and place 120 feet of 4 conduit at 36" deep. Place marker tape in ground 12" above conduit, connect conduit to existing handholes and cover trench.

Detail Cost Breakdown

Price


Total Item Price

28. Dig and place quantity of two (2) 24"x36"x18"D handholes.

Detail Cost Breakdown	Price

Total Item Price

29. Place new 4" PVC conduit in 70 foot trench.

Detail Cost Breakdown	Price

Total Item Price

30. Connect 4" PVC conduit to existing manhole.

Detail Cost Breakdown	Price

Total Item Price

31. Connect 4" conduit to handhole installed in #26.

Detail Cost Breakdown	Price

--	--

Total Item Price

32. Fusion Splice six (6) single mode fibers

Detail Cost Breakdown

Price

Detail Cost Breakdown	Price

Total Item Price

33. Fusion splice twelve (12) 50/125 Multimode fibers.

Detail Cost Breakdown

Price

Detail Cost Breakdown	Price

Total Item Price

34. Install Buffer Tube Fan out kit for 6 multi-mode fibers, FSU/OTC provided materials.

Detail Cost Breakdown

Price

Detail Cost Breakdown	Price

Total Item Price

36. Install 300 feet of 25 pair cable in OTC OSP existing ductbank. Terminate, bond and ground. FSU/OTC provided materials.

Detail Cost Breakdown

Price


Total Item Price

36. Install 500 feet of 100 pair cable in OTC OSP existing ductbank. Terminate, bond and ground. FSU/OTC provided materials.

Detail Cost Breakdown

Price


Total Item Price

37. Install 800 feet of 200 pair cable in OTC OSP existing ductbank. Terminate, bond and ground. FSU/OTC provided materials.

Detail Cost Breakdown

Price


Total Item Price

38. Install 96 multi-mode LC unicom Connectors, FSU/OTC provided materials.

Detail Cost Breakdown

Price


Total Item Price

39. Install 3000 feet of 96-fiber composite OSP Fiber Loose Buffer fiber cable made up of 24 50 Micron Multimode and 72 single mode strands. The pull will require passing through 10 (manholes) and into two buildings. The cable shall be properly routed to the 19-inch relay rack on each end and placed in the customer's trays and CCH cabinet. Terminate fibers by fusion splicing the singlemode fiber (144 strands) to OTC provided panels with pigtails and install 48 unicom LC 50 micron multimode connectors. Materials to be provided by OTC. Contractor shall properly label, route, and test as specified in this bid.

Detail Cost Breakdown	Price

Total Item Price

40. Install 4 sheet of 3/4" 4' x 4' plywood in telecommunications rooms

Detail Cost Breakdown	Price

Total Item Price

41. Provide 28 hours of miscellaneous labor

Detail Cost Breakdown	Price

Total Item Price

Total Sample Project Cost

\$\_\_\_\_\_

Company Name: \_\_\_\_\_

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

By signing this as a duly appointed representative of the above company, verify that we (the company) have read and fully understand the procedures listed below. We (the company) will abide by these procedures during the installation of the FSU/OTC fiber optic cable. The FSU/OTC project manager must approve any deviations from these procedures prior to the change.

Bidders are responsible for obtaining the procedures directly from manufacturers.

A. Corning SRP-005-003, pages 1-6  
(Installing a wire mesh pulling grip on Corning fiber optic cable)

B. Corning SRP-005-011, pages 1-10  
(Corning fiber optic cable placing - conduit)

NAME\_\_\_\_\_

SIGNATURE\_\_\_\_\_

TITLE\_\_\_\_\_

DATE\_\_\_\_\_

## SEALED BID – TERMS AND CONDITIONS

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

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

### 1.0 TERMS AND CONDITIONS

#### 1.1 Submission of Mandatory Forms

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

#### 1.2 Delivery Location

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

#### 1.3 Delivery Address

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

Purchasing Department  
Florida State University  
A1400 University Center  
Tallahassee, Florida 32306-2370

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

#### 1.4 Delivery Deadline

The absolute deadline for receipt of sealed BID's is listed in this BID. The clock in the lobby of the Purchasing Department shall be the official timepiece for determining if a BID has been received at the correct time. BID's received after the time and date listed in the bid will not be accepted and shall be returned to the sender unopened.

#### 1.5 University Point of Contact

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

Geneva Miller  
Florida State University Purchasing Department  
A1400 University Center  
Tallahassee, Florida 32306-2370  
Phone (850) 644-6850  
Fax: (850) 644-8921  
E-mail: [gamiller@admin.fsu.edu](mailto:gamiller@admin.fsu.edu)



Written questions on this BID must be submitted to Ms. Geneva Miller prior to the bid due date.

#### **1.6 Vendor Point of Contact**

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

#### **1.7 Public Inspection**

In accordance with Florida Statutes, the BID's shall not be made available for public inspection until the University provides notice of a decision or intended decision pursuant to s.120.53 (5)(a), Florida Statutes, or within 10 days after the opening date, whichever is earlier.

#### **1.8 Written Communications Required**

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

#### **1.9 Formal Offer**

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

#### **1.10 Interpretations**

The following paragraph supersedes paragraph (7), Interpretations of the General Conditions, on the Request for BID Commodities Acknowledgment form:  
"Bidders shall examine the BID to determine if the University's requirements are clearly stated. If there are any requirements that are too vague or restrict competition, the Bidder may request, in writing, that the Specifications be changed. A Bidder who requests changes in the Specifications must identify and describe the Bidders difficulty in meeting the University's specifications; must provide detailed justification for the change, and must provide a recommended change to the Specification. Requests for changes must be received in the Purchasing Department by the close of the business day, not later than the entry noted in the "Calendar of Events" area of this BID as the last day to receive written inquiries regarding the BID. A Bidder's failure to request changes by the permissible date shall be considered acceptance of the University's Specifications and a waiver of the Bidders right to protest the BID on the basis of Specifications. The University reserves the right to determine which changes to the BID shall be acceptable to the University. If required, the University shall issue an addendum reflecting the changes to the BID. This addendum shall be sent to all Bidders so that each is given the opportunity of submitting a BID to the same Specification. Said Specifications shall be considered the University's minimum mandate requirements."

#### **1.11 Verbal Communications**

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

### **1.12 BID Tabulation**

A BID Tabulation that serves as the "Notice of Award" will be posted for review by interested parties on the University Purchasing Departments website and will remain posted for a period of seventy-two (72) hours. Any person who is adversely effected by the University decisions or intended decisions as detailed above in connection with this BID, shall file a written "Notice of Protest" with the Director of Purchasing. Failure to file a "Notice of Protest" within the 72 hours after the University intended decisions is posted shall constitute a waiver of proceedings under s.120 Florida Statutes. A "Notice of Protest" is considered filed when it is delivered to the Purchasing Department, A1400 University Center, during the normal hours of operation of the Purchasing department, 8:00 a.m. through 5:00 p.m., Monday through Friday. Failure to file a "Formal Written Protest" and the bond required under s 287.042(2), Florida Statutes within ten (10) days after filing the "Notice of Protest" in accordance with Rule 6C2-2.015(23) shall constitute a waiver of the Bidder's right to protest under s. 120.53(5)(b), Florida Statutes.

### **1.13 Mandatory Requirements**

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

### **1.14 Minor Irregularities**

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

### **1.15 BID Materials**

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

### **1.16 BID Rejection**

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

### **1.17 Conflict Between Documents**

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

### **1.18 Additions, Deletions, Substitutions**

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

### **1.19 Interpretation**

Neither interpretation of the meaning of the BID documents, nor any correction of ambiguity, inconsistency or error will be made to any Bidder orally. All such communications will be in the form of written addenda as issued by the Contract Administrator. Only written addenda issued by the University Contract Administrator shall

be binding. Bidders are advised that no other source is authorized to accept or give information concerning, explain, or interpret the BID.

**1.20 Requests for Clarification**

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

**1.21 Acknowledgment**

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

**1.22 Pride**

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

**1.23 Public Record**

The successful Bidder shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by him/her in conjunction with the contract resulting from this BID. Refusal by the successful Bidder to allow such public access shall be grounds for cancellation of the contract by the University.

**1.24 Amendments**

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

**1.25 Validity**

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

**1.26 Availability of Funds**

The obligations of the University under any resulting award shall be subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of Florida.

**1.27 Taxes**

The University, as an agency of the State of Florida, is entitled to the benefits of sovereign immunity including immunities from the payment of federal excise and state sales taxes on direct purchases of tangible personal property or services by the Vendor in the performance of the contracts with the University.

**1.28 Assignment**

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

represents that he or she has complied with all applicable provisions in the Florida Statutes and Florida Administrative Code regarding outside or dual employment and compensation.

**1.29 Use by Others**

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

**1.30 Jurisdictional Applicability**

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

**1.31 Public Entity Crime**

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

**1.32 Governmental Restrictions**

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

**1.33 Cancellation Without Cause**

For the protection of both parties, any contract entered into as a result of this BID may be canceled without cause or without penalty, in whole or in part by either party by giving a sixty (60) day prior notice in writing to the other party.

**1.34 Equal Opportunity**

The Vendor must at all times during the term of the contract be in compliance with all federal, state and local laws, rules and regulations relating to the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin and the implementing rules and regulations proscribed by the Secretary of Labor are incorporated herein. The applicable sections, rules and regulations referenced above are hereby incorporated into the terms and conditions of this BID.

**1.35 Governmental Action**

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

**1.36 Multiple Responses**

When multiple responses that are equal in all respects are received to a competitive solicitation, the Institution may give preference to responses that include minority business enterprise participation, commodities manufactured in the state, Florida businesses, businesses with a drug-free workplace program, or foreign manufacturers located in the state, to determine the contract award