I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same commodities/services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer and that the proposer is in compliance with all requirements of the Request for Proposal, including but not limited to, certification on requirements. In submitting a proposal, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign, or transfer to the Florida A&M University Board of Trustees 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 Florida A&M University. At the University’s discretion, such assignment shall be made and become effective at the time the University tenders final payment to the proposer.

GENERAL CONDITIONS

1. EXECUTION OF PROPOSAL: Proposal must contain an original manual signature of authorized representative in the space provided above. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by proposer must be initialed. The company name and F.E.I.D. or social security number shall appear on each pricing page of the proposal as required.

2. NO PROPOSAL SUBMITTED: If not submitting a proposal, respond by returning only this proposer acknowledgement form, marking it “NO PROPOSAL” and explain the reason in the space provided above. Failure to respond to a procurement solicitation without justifiable reasons for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the proposer’s name from the proposal mailing list. NOTE: To qualify as a proposer, the proposer must submit a “NO PROPOSAL” and it must be received no later than the stated proposal opening date and hour.

3. PROPOSAL OPENING: Shall be public, on the date, location and at the time specified on the acknowledgement form. It is the proposer’s responsibility to assure that its proposal is delivered at the proper time and place of the proposal opening. Proposals, which for any reason are not so delivered, will not be considered. Offers by telegram, telephone or facsimile are not acceptable. Only the proposal receipt and the proposal prices as submitted on the proposal acknowledgment form shall be considered.

4. PRICES, TERMS AND PAYMENT: Firm prices shall be proposed and include all services rendered to the purchaser.

5. TAXES: Florida A&M University, a public body corporate of the State of Florida, does not pay Federal Excise and Sales taxes on direct purchases of services. See tax exemption number on face of purchase order or agreement form. This exemption does not apply to purchases of services in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, Florida Statutes.

6. DISCOUNTS: Cash discount for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

7. MISTAKES: Proposers are expected to examine the conditions, scope of work, proposal prices, extensions and all instructions pertaining to the services involved. Failure to do so will be at the proposer’s risk.

8. ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

9. PAYMENTS: In the event University owes payment to the Vendor, the University shall mail the Vendor’s payment within forty (40) days after receipt of an acceptable invoice and receipt, and after inspection and acceptance of the goods, services or both, as provided in accordance with the terms and conditions of the applicable purchase order/agreement. Failure to payments within 40 days shall result in the University paying interest pursuant to Section 55.03(1) Florida Statutes, on the unpaid balance from the expiration of such 40 day period until such time as the warrant is issued to the Vendor. The University has established a “Vendor Ombudsman”. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s). The University’s ombudsman may be contacted at (850) 599-2978.

b) Partial payment in the full amount of the value of service received and accepted may be requested by the submission of a properly executed invoice, with supporting documents, if required. Only one partial payment will be made per month.

c) The Vendor agrees that bills and invoices for fees or other compensation for services or expenses shall cite the Purchase Order/Agreement Number and shall be submitted to the Controller in detail sufficient for a proper preaudit and postaudit. Each bill or invoice must clearly identify the services, portion of services and expenses for which compensation is sought. Payment will be rendered only for services, or the portion of services, completed prior to the submission of the bill or invoice, or for expenses incurred prior to such submission, or both.

d) The performance of the University of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the Legislature of the State of Florida, the obligation of funds by the prime funding agency, or otherwise lawfully expendable for the purposes of this agreement for the current and future periods. The University shall give notice to Vendor of the non-availability of such funds when University has knowledge of such fact. Upon receipt of such notice by Vendor, the Vendor shall be entitled to payment only for those services performed and expenses incurred prior to the date notice is received.

e) If this agreement includes reimbursement for travel expenses, such reimbursement must comply with Section 112.061, Florida Statutes and will be processed in accordance with the University’s travel policies as stated in the Controller’s Manual and utilizing the Travel Authorization Request (TAR) process.

f) Invoices, which are to be returned to a Vendor because of Vendor preparation errors, will result in a delay on the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the University.
10. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, F.S. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of FLORIDA A&M UNIVERSITY or the State of Florida, or any of its agencies. Further, all bidders must disclose the name of any University or State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder’s firm or any of its branches. No person or firm receiving a contract to perform a feasibility study of the potential implementation of a subsequent contract, participating in the drafting of a solicitation or specifications, or developing a program for future implementation shall be eligible to contract with the agency for any contracts dealing with that specific subject matter; and proposers must disclose with their proposal any such conflict of interest.

11. AWARDS: As the best interest of the University may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technically in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

12. INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the proposal opening. Inquiries must reference the date of proposal opening and proposal number. No interpretation shall be considered binding unless provided in writing by FLORIDA A&M UNIVERSITY in response to requests in full compliance with this provision. Any person who is adversely affected by the University's decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with University Regulation 6.005(9). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

13. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality of the services offered on this proposal prior to their completion, it shall be the responsibility of the successful proposer to notify the purchaser at once, indicating in his letter the specific regulation which required an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the University.

14. DEFAULT: Failure to perform according to this proposal and/or resulting contract shall cause the right to be found in default in which event any and all severance costs may be charged against your firm. Any violations of these stipulations may also result in:
   a) Contractor’s name being removed from the Purchasing vendor mailing list.
   b) All State public entities being advised not to do business with the contractor without written approval of the University until such time as vendor reimburses University for all reprocurement and cover costs.

15. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and FLORIDA A&M UNIVERSITY and the FLORIDA A&M UNIVERSITY Board of Trustees, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.

16. ADVERTISING: In submitting a proposal, proposer agrees not to use the results therefrom as a part of any commercial advertising.

17. ASSIGNMENT: Any Contract or Purchase Order issued pursuant to this request for proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

18. LIABILITY: On any contract resulting from this proposal the proposer shall hold and save the FLORIDA A&M UNIVERSITY Board of Trustees, FLORIDA A&M UNIVERSITY, and the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the contractor's breach of this contract or the contractor's negligence. This requirement does not apply to contracts between governmental agencies.

19. FACILITIES: The University reserves the right to inspect the proposer’s facilities at any time with prior notice.

20. CANCELLATION: The University shall have the right of unilateral cancellation for refusal by the contractor to 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 the contractor in conjunction with the contract.

21. PUBLIC RECORDS: Any material submitted in response to this Request for Proposal will become a public document pursuant to Section 119.07, F.S. This includes material that the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective as of proposal opening pursuant to Section 119.07, F.S.

22. NEGOTIATIONS: To assure full understanding of and responsiveness to the solicitation requirements, discussions may be conducted with qualified proposers. The proposers shall be accorded fair and equal treatment prior to the submittal date specified in the request for proposals with respect to any opportunity for discussion and revision of proposals. All such revisions shall be in the form of a written addendum.

After the submittal date, the University reserves the right to select the top ranked proposals and conduct discussions with those proposers. Such discussions may result in changes to the ITB and the proposers’ proposal as deemed necessary and in the best interests of the University.

23. AS SPECIFIED: A purchase order may be issued to the successful proposer with the understanding that all materials and services rendered must meet the specifications herein. Any orders or contracts will be subject to immediate cancellation if the materials or services do not comply with specifications as stated herein or fails to meet the University’s standards. Materials not in compliance will be returned for compliant material as specified at no additional cost to the University. Services rendered not as specified shall be completed as specified at no additional cost to the University.

24. PROPOSAL PREPARATION: All costs associated with responding to this ITB are the sole responsibility of the Vendor.

25. FORCE MAJEURE: No default, delay or failure to perform on the part of the contractor or the University shall be considered a default, delay or failure to perform otherwise changeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party’s reasonable control including, but not limited to strikes, lockouts, or inactions of government authorities; epidemics; wars; embargoes; fire; earthquake; acts of God; default of any common carrier. In the event of such default, delay or failure to perform, any time or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

26. POLICIES AND RULES: All Vendor employees and their agents will govern their conduct in a professional business manner. Sexual harassment, discrimination and/or any other behavior considered unprofessional, disruptive or not conducive to the University environment or in violation of University policies will not be tolerated. Any vendor employee participating in unacceptable activities will not be allowed to continue performance. Chronic behavioral or conduct problems with vendor employees may result in cancellation or termination of any agreement/purchase orders issued.

The Vendor, their employees and agents shall be responsible for exercising extreme care and caution in the conduct of operations to ensure the safety and well being of University personnel. Unsafe practices or the reckless endangerment of personnel may result in the cancellation/termination of any agreement/purchase orders issued. Any agreement/purchase orders issued to the Vendor does not protect nor relieve the Vendor of responsibility from any fines or other actions that may be taken as a result of aviolation.

27. PUBLIC ENTITY CRIME LAW: In accordance with FLORIDA A&M UNIVERSITY’s Regulation 6.005(6): The University shall not accept a competitive solicitation from or purchase commodities or contractual services from a person or firm who has been convicted of a public entity crime and has been listed on the State of Florida’s convicted vendor list for a period of 36 months from the date of being added to the convicted vendor list.

28. NOTICE OF BD PROTEST BONDING REQUIREMENT: Any person who files an action protesting a decision or intended decision pertaining to contracts administered by a public entity pursuant to Section 120.57(3), F.S., shall file within 10 calendar days a formal written protest and post with the University at the time of filing a bond payable to FLORIDA A&M UNIVERSITY in an amount equal to 10 percent of the University’s estimate of the total volume of the contract or $10,000 whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against the Contractor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the University pertaining to requests for approval of exceptional purchases, the bond shall be in the amount equal to 10 percent of the University’s estimate of the contract amount for the exceptional purchase requested or $10,000 whichever is less. In lieu of a bond, FLORIDA A&M UNIVERSITY may, in either case, 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 INITIAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.
TABLE of CONTENTS

1.0 INTRODUCTION ................................................................................................................................. 5
   1.1 Statement of Objective .................................................................................................................... 5
   1.2 Contract Award .............................................................................................................................. 5

2.0 GENERAL CONDITIONS .........................................................................................................................5
   2.1 Authorized FAMU Representative/Public Notices/FAMU Discretion ........................................ 5
   2.2 Approximate Calendar of Events .................................................................................................. 6
   2.3 Proposers’ Communications and/or Inquiries ............................................................................. 6
   2.4 Proposers’ Conference and Site Visit ........................................................................................... 7
   2.5 Written Addenda .......................................................................................................................... 7
   2.6 Proposal Due Date .......................................................................................................................... 7
   2.7 Proposal Opening Date ................................................................................................................... 8
   2.8 Posting of Recommended Selection ............................................................................................ 8
   2.9 Proposal Validity Period ............................................................................................................... 8
   2.10 Disposition of Proposals ............................................................................................................. 8
   2.11 Economy of Presentation ............................................................................................................. 9
   2.12 Restricted Discussions/Submissions ........................................................................................... 9
   2.13 Verbal Instructions Procedures ................................................................................................ 9
   2.14 State Licensing Requirements .................................................................................................. 9
   2.15 Parking ....................................................................................................................................... 9
   2.16 Definitions .................................................................................................................................. 9
      FAMU’s Contract Administrator .................................................................................................... 10
      Proposer ....................................................................................................................................... 10
      Successful Proposer ....................................................................................................................... 10
      Contract ...................................................................................................................................... 10
   2.17 Contract Manager ....................................................................................................................... 10
   2.18 Procurement Rules ....................................................................................................................... 10
   2.19 Force Majeure ............................................................................................................................. 11
   2.20 Performance and Payment Bond ................................................................................................. 11
   2.21 Limitation of Remedies, Indemnification, and Insurance .......................................................... 11-13
   2.22 Term of Contract ......................................................................................................................... 13
   2.23 Cancellation/Termination of Contract ........................................................................................ 13
   2.24 Assignment and Amendment of Contract .................................................................................. 13
   2.25 Independent Parties ..................................................................................................................... 13
   2.26 Performance Investigations ......................................................................................................... 13
   2.27 Severability ................................................................................................................................ 14
   2.28 Notices ..................................................................................................................................... 14
   2.29 Governing Law and Venue .......................................................................................................... 14
   2.30 Liaison ..................................................................................................................................... 14
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.31</td>
<td>Subcontracts</td>
<td>14</td>
</tr>
<tr>
<td>2.32</td>
<td>Employment of FAMU Personnel</td>
<td>14</td>
</tr>
<tr>
<td>2.33</td>
<td>Equal Opportunity Statement</td>
<td>15</td>
</tr>
<tr>
<td>2.34</td>
<td>Waiver of Rights and Breaches</td>
<td>15</td>
</tr>
<tr>
<td>2.35</td>
<td>Headings Not Controlling</td>
<td>15</td>
</tr>
<tr>
<td>2.36</td>
<td>Employee Involvement/Covenant against Contingent Fees</td>
<td>15</td>
</tr>
<tr>
<td>2.37</td>
<td>Site Rules and Regulations</td>
<td>16</td>
</tr>
<tr>
<td>2.38</td>
<td>Travel Expense</td>
<td>16</td>
</tr>
<tr>
<td>2.39</td>
<td>Annual Appropriations</td>
<td>16</td>
</tr>
<tr>
<td>2.40</td>
<td>Taxes</td>
<td>16</td>
</tr>
<tr>
<td>2.41</td>
<td>Contractual Precedence</td>
<td>16-17</td>
</tr>
<tr>
<td>2.42</td>
<td>Use of Contract by Other Government Agencies</td>
<td>17</td>
</tr>
<tr>
<td>2.43</td>
<td>Purchase of Tangible Personnel Perperty Price Preference for Florida vendors</td>
<td>17</td>
</tr>
</tbody>
</table>

3.0 SPECIAL CONDITIONS ...................................................................................................18

3.1 Scope of Work........................................................................................................18-35

4.0 REQUIRED PROPOSAL FORMAT ................................................................................36

4.1 Introduction.......................................................................................................36

4.2 Proposal Sections.............................................................................................36

4.3 Price Sheet ........................................................................................................37

4.4 Amendments.......................................................................................................38

Appendices

Appendix I: Notice of Conflict of Interest.................................................................39

Appendix II: RESERVED ................................................................................................40

Appendix III: Certificate of Non-Segregated Facilities.............................................41

Appendix IV: Certificate of Non-Segregated Facilities (Subpart-Contractors Agreements)........42-43
1.0 INTRODUCTION

1.1. Statement of Objective

1. The objective of this Invitation to Bid (ITB)

The services will comprise the following as specified in the Specification.

PURPOSE:
Florida A&M University is soliciting bids for major equipment for an electric Clean Steam Generator application (indoors) and a Hydronic Hot water Application (outdoors) for the Science & Research Facility, on the main campus. An Equipment list and specifications are listed in the Specifications link. Bids should only contain pricing for the Clean Steam Generators and the Hydronic Boilers and associated pumps.

The successful Contractor will provide the equipment listed, to be consistent with all local, state and federal rules and regulations applicable to the business they are in and must adhere to professional standards and use due care in providing the equipment required under this agreement in a manner consistent with generally accepted procedures for approved companies.

1.2. Contract Award

A. FAMU intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal represents the best value after evaluation in accordance with the criteria in this solicitation.

B. FAMU may reject any or all proposals if such action is in FAMU’s best interest.

C. FAMU may waive formalities and minor irregularities in proposals received.

D. FAMU reserves the right to evaluate proposals and award a contract without negotiations with offerors. Therefore, the offeror’s initial proposal should contain the offeror’s best terms from a cost or price and technical standpoint.

E. FAMU reserves the right to conduct negotiations with the highest ranked offeror(s).

F. FAMU reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

G. FAMU reserves the right to make multiple awards if, after considering the additional administrative costs, it is in FAMU’s best interest to do so.

H. A written notice of award will be sent to the successful offeror(s).

2.0 GENERAL CONDITIONS

2.1. Authorized FAMU Representative/Public Notices/FAMU Discretion

Proposer’s response to this ITB and any communications and/or inquiries by Proposer during this ITB process must be submitted in writing to the individual and address stated below. Inquiries are preferred via email. FAMU will consider only those communications and/or inquiries submitted in writing to the individual below on or before the date and time specified in Section 2.2, “Calendar of Events.” To the extent FAMU determines, in its sole discretion, to respond to any communications and/or inquiries, such response will be made in writing and mailed and/or transmitted by facsimile to all
Proposers. FAMU shall not accept or consider any written or other communications and/or inquiries (except a Proposal) made between the date of this deadline and the posting of an award, if any, under this ITB.

Stephany Fall, Director of Procurement Services  
Florida A&M University  
2308 Wahnish Way, Room 214  
Tallahassee, FL 32307  
Stephany.fall@famu.edu  
PH (850)599-3203; Fax: (850) 561-2160

Advance notice of public meetings regarding this ITB, if FAMU determines in its sole discretion whether any such meetings will be held, will be in writing and posted on the FAMU’s Office of Procurement Services website:


FAMU reserves the sole discretion over the conduct of such meetings and the extent, if any, that public attendees may participate in such meetings. FAMU also reserves the right and sole discretion to REJECT any proposal at any time on grounds that include, without limitation, either that a proposal is nonresponsive to the ITB or is incomplete or irregular in any way, or that a responsive proposal is not in FAMU’s best interest.

2.2. Approximate Calendar of Events

Listed below are the dates and times by which stated actions should be taken or completed. If FAMU determines, in its sole discretion, that it is necessary to change any of these dates and times, it will issue an Addendum to this ITB. All listed times are local time in Tallahassee, Florida.

<table>
<thead>
<tr>
<th>Date/Time</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/29/2012</td>
<td>Request for Proposal Advertised</td>
</tr>
<tr>
<td>11/29/2012</td>
<td>Request for Proposal Released</td>
</tr>
<tr>
<td>12/05/2012</td>
<td>Deadline for submitting questions and/or inquiries in writing only;</td>
</tr>
<tr>
<td></td>
<td>preferably by email to <a href="mailto:Purchasing@famu.edu">Purchasing@famu.edu</a></td>
</tr>
<tr>
<td>12/06/2012</td>
<td>Responses to inquiries and Addenda, if any, Posted on FAMU Website:</td>
</tr>
<tr>
<td></td>
<td><a href="http://www.famu.edu/index.cfm?a=Purchasing&amp;p=Solicitations">http://www.famu.edu/index.cfm?a=Purchasing&amp;p=Solicitations</a></td>
</tr>
<tr>
<td>12/10/2012</td>
<td>Deadline for Proposal submission at 2:00PM (ITB) Opening</td>
</tr>
<tr>
<td>12/12/2012</td>
<td>Posting of the Intent to Award (or other Notice(s) as Appropriate)</td>
</tr>
<tr>
<td>12/14/2012</td>
<td>End of 72-hour Protest Period</td>
</tr>
</tbody>
</table>

2.3. Proposer Communications and/or Inquiries

A. FAMU is not liable for interpretations/misinterpretations or other errors or omissions made by the Proposer in responding to this ITB. The Proposer shall examine this ITB to determine if FAMU’s conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this ITB, the Proposer believes there are any conditions or requirements which remain unclear or which restrict competition, the Proposer may request, in writing, that FAMU clarify or change condition(s) or requirement(s) specified by the Proposer. The Proposer must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Proposer. The Proposer also must provide detailed justification for a
change, and must recommend specific written changes to the specified condition(s) or requirement(s). Requests for changes to this ITB must be received by FAMU not later than the date shown in Section 2.2., entitled “Calendar of Events,” for the submittal of written communications and/or inquiries. The Proposer’s failure to communicate, inquire, or request changes by the date described above shall be considered to constitute the Proposer’s acceptance of all of FAMU’s conditions and requirements. Proposers shall not be silent on concerned conditions and requirements before submittal of proposal with the hope of negotiating a change of those conditions and requirements after award of a contract resulting from this ITB. Proposers disagreeing with any conditions and requirements shall act to resolve the difference prior to proposal opening. Failure to accept said conditions and requirements after contract award is grounds for rejection of that proposal and the university may seek to award the contract to the next favorable proposer. FAMU shall in its sole discretion determine what requested changes to this ITB are acceptable. FAMU shall issue an Addendum reflecting the acceptable changes to this ITB, if any, which shall be sent to all Proposers as specified in Section 2.1.

B. Any communications and/or inquiries from the Proposer concerning this ITB in any way must be submitted in writing to the individual identified in Section 2.1 not later than 12/05/12 by 5:00PM as set forth in the Calendar of Events. Written inquiries must be legible and concise and must clearly identify the Proposer who is submitting the inquiry.

2.4. Proposers’ Conference and Site Visit

2.5. Written Addenda
Written Addenda to this ITB along with an Addenda Acknowledgment Form will be mailed to all Proposers. The Addenda Acknowledgment Form shall be signed by an authorized representative of the Proposer, dated and returned with the proposal.

2.6. Proposal Due Date
Proposer’s response to this ITB shall be prepared in accordance with Section 4.0., “Invitation to Bid Proposal Format”. Proposals are due at the time and date specified in Section 2.2., “Calendar of Events” and must be received by FAMU’s Authorized Representative in FAMU’s Procurement Services, 2380 Wahnish Way, Room 214, Tallahassee, Florida 32307, no later than 2:00 PM, December 10, 2012 according to the time clock in FAMU’s Purchasing Department.

Proposals or amendments to proposals that arrive after 2:00PM, December 10, 2012, will not be accepted/considered for any reason whatsoever. Telephone, including facsimile and electronic mail, and telegraphic proposals and/or amendments to proposals shall not be accepted at any time. At 2:00PM on December 7, 2012, all timely proposals will be opened for the sole purpose of recording the names of the Proposers submitting written proposals.

If it elects to mail in its proposal package, the Proposer must allow sufficient time to ensure FAMU’s proper receipt of the proposal package by the time specified above. Regardless of the form of delivery, it is the responsibility of the Proposer to ensure that the proposal package arrives at FAMU’s Purchasing Department no later than 2:00PM on December 10, 2012.

Proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposal submission time and date shown above. Proposals must be delivered in sealed envelopes clearly marked:
ITB 0014-2013 Florida A&M University Information Science & Research Equipment. The proposal must be submitted in one (1) original and one (1) electronic media (USB Drive) with the Response in either the Microsoft Word or Adobe PDF format. Only one copy needs to contain original signatures of the Proposer’s authorized representatives on the document titled “INVITATION TO BID PROPOSAL ACKNOWLEDGMENT FORM.” The copy containing the original signature must be marked “ORIGINAL.”

2.7. Proposal Opening Date
Proposals will be opened in FAMU’s Purchasing Department on the date and at the time shown in Section 2.2., “Calendar of Events.”

2.8. Posting of Recommended Selection
The recommendation to award a contract, if any, to a Proposer(s) to this ITB will be posted for review by interested parties in the Purchasing Department and will remain posted for a period of seventy-two (72) hours (three (3) business days).

A. If the Proposer desires to protest the recommendation to award a contract, if any, the Proposer must file with FAMU:

1. A written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended award. FAMU shall not extend or waive this time requirement for any reason whatsoever.

2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. FAMU shall not extend or waive this time requirement for any reason whatsoever.

B. Failure to file in writing either a notice of intent to protest or a formal protest by petition within the time prescribed in Section 120.57 (3), Florida Statutes, shall constitute a waiver of all proceedings under Chapter 120, Florida Statutes.

C. A formal written protest by petition must be accompanied by a Protest Bond payable to FAMU in the amount of $10,000 or 10% of FAMU’s estimate of the total value of the proposed contract, whichever is less. The form of the Protest Bond shall be a cashier’s check or money order made payable to FAMU.

D. In addition to all other conditions and requirements of this ITB, FAMU shall not be obligated to pay for information obtained from or through the Proposer.

2.9. Proposal Validity Period
Any submitted proposal, shall in its entirety, remain a valid proposal for one hundred twenty (120) days after the proposal submission date.

2.10. Disposition of Proposals
All proposals become the property of the Florida A&M University, and the Florida A&M University shall have the right to use all ideas, and/or adaptations of those ideas, contained in any proposal received
in response to this ITB. Any parts of the proposal or any other material(s) submitted to FAMU with the proposal that are copyrighted or expressly marked as “confidential”, “proprietary”, or “trade secret”, will be exempt from the “open records disclosure requirements” of Chapter 119, Florida Statutes, but only to the extent expressly authorized by Florida law. FAMU’s selection or rejection of a proposal will not affect this exemption.

2.11. Economy of Presentation
Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the Proposer’s capabilities to satisfy the conditions and requirements of this ITB. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. To expedite the evaluation of proposals, it is mandatory that Proposers follow the format and instructions contained herein. FAMU is not liable for any costs incurred by any Proposer in responding to this ITB including, without limitation, costs for oral presentations requested by FAMU, if any.

2.12. Restricted Discussions/Submissions
From the date of issuance of the ITB until FAMU takes final agency action, the Proposer must not discuss the proposal or any part thereof with any employee, agent, or representative of FAMU except as expressly requested by FAMU in writing. Violation of this restriction will result in REJECTION of the Proposer’s proposal.

2.13. Verbal Instructions Procedure
No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any FAMU employee. Only those communications that are in writing from the authorized FAMU representative identified in Section 2.1. of this ITB. Only communications/inquiries from the Proposer that are signed in writing and delivered on a timely basis, i.e., not later than 5:00PM on December 5, 2012, will be recognized by FAMU as duly authorized expressions on behalf of the Proposer.

2.14. State Licensing Requirements
All corporations seeking to do business with the State of Florida shall, at the time of submitting a proposal in response to this ITB, either be on file or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application must be furnished to FAMU when submitting the proposal. The successful Proposer, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this ITB, if any. Similarly partnerships seeking to do business with the State shall, at the time of submitting such a proposal, have complied with the applicable provisions of Chapter 620, Florida Statutes. A statement shall be required indicating that the Proposer is a corporation or other legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes, providing their corporate charter numbers. For additional information, the Proposer shall contact the Florida Secretary of State’s Office at: Corporations (850) 245-6052, option 2; limited liability or partnership companies (850)245-6051; or www.sunbiz.org

2.15. Parking
The successful Proposer, if any is selected by FAMU, shall ensure that all vehicles parked on campus for purposes relating to work resulting from this ITB shall have proper parking permits. All vehicles
must be registered with FAMU’s Parking Services Department, and Proposer must purchase parking
permits. Proposer’s vehicles shall observe all parking rules and regulations. Failure to obtain parking
permits, properly display them, and otherwise comply with all FAMU’s parking rules and regulations
could result in tickets and/or towing at the expense of Proposer or Proposer’s employee. For additional
parking information, contact FAMU’s Parking Services Department at (850) 599-3000.

2.16. Definitions
FAMU’S Contract Administrator - The University’ designated liaison with the Proposer. In this
matter FAMU’s Contract Administrator will be Stephany Fall, Director of Purchasing.

Proposer - Anyone who submits a timely proposal in response to this ITB.

Successful Proposer - The firm or individual who is the recommended recipient of the award of a
contract under this ITB.

Contract - The formal bilateral agreement signed by a representative of the University and the Vendor
which incorporates the requirements and conditions listed in this ITB and the Vendor’s proposal.

2.17. Contract Manager - After contract award a liaison from the user department will oversee the
contractor’s performance and report as needed to the contract administrator.

The Contract Manager: Clinton Smith, P.E.
Assistance Director
Florida A&M University
Plant Operation and Maintenance
2400 Wahnish Way, Suite 102
Tallahassee, Fl 32307.

2.18. Procurement Rules
A. FAMU has established for purposes of this ITB that the words “shall,” “must,” or “will” are
equivalent in this ITB and indicate a mandatory requirement or condition, the material deviation
from which shall not be waived by FAMU. A deviation is material if, in FAMU’s sole discretion,
the deficient response is not in substantial accord with this ITB’s mandatory conditions
requirements.

B. The words “should” or “may” are equivalent in this ITB and indicate very desirable conditions, or
requirements but are permissive in nature. Deviation from, or omission of, such a desirable
condition or requirement will not in and of itself cause automatic rejection of a proposal, but may
result in the proposal being considered as not in the best interest of FAMU.

C. The Proposer must agree to abide by each mandatory condition and requirement included in
this ITB. Also, the Proposer must initial the designated item, using APPENDIX II, indicating
that this section has been understood and agreed upon.

D. The Proposer is solely responsible for the accuracy and completeness of its proposal. The
Proposer’s errors or omissions, if any, are solely at the risk of the Proposer and may be grounds for
FAMU’s REJECTION of the proposal.
2.19. **Force Majeure**

No default, delay or failure to perform on the part of FAMU shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either FAMU’s reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, default of common carrier. In the event of such default, delay, or failure to perform due to causes beyond FAMU’s reasonable control, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of FAMU.

2.20. **Performance and Payment Bond**

Within ten (10) consecutive calendar days after notification of intent to award, the contractor shall furnish to the University, a Performance and Payment Bond in the amount equal to the value of the contract. Said bond shall insure full and complete performance of the contract and payment for labor, supplies and materials provided under the contract and shall be issued from a reliable surety company, licensed to do business in the State of Florida and acceptable to the University. The bond shall guarantee that the Contractor will comply with all requirements contained within the contract and pay for all labor and materials used in the fulfillment of the contract.

2.21. **Limitation of Remedies, Indemnification, and Insurance**

A. The Attorney General of the State of Florida has rendered an opinion that agencies of the State of Florida cannot contractually limit the State's right to redress. Consequently, any proposal by Proposer to limit the Proposer’s liabilities to the State or to limit the State’s remedies against the Proposer is unacceptable and will result in the REJECTION of the Proposer’s proposal.

B. As an agency of the State of Florida, FAMU’s liability is regulated by Florida law. Except for its’ employees acting within the course and scope of their employment, FAMU shall not indemnify any entity or person. The State of Florida is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, FAMU’s liability and indemnification obligations under this ITB and the resulting contract, if any, shall be effective only to the extent required by Florida law; and any provision requiring FAMU to provide insurance coverage other than the State of Florida self-insurance shall not be effective.

Under this ITB and the resulting contract, if any, the Proposer must hold FAMU and those in privities with FAMU, and their officers, employees, and agents harmless from and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings and judgments from claims arising or resulting from the acts and omissions of the Proposer and those under the Proposer’s supervision and control; provided, however, such indemnification shall not include any amounts for consequential damages and shall be limited to proven damages in an amount not to exceed the required insurance policy limits of the Proposer.

C. The Proposer shall obtain, maintain, and pay for insurance in the categories listed in the following insurance schedule. It is not the intent of this schedule to limit the types of insurance otherwise required by this ITB or that which the Proposer may desire to obtain. The insurance coverage in each category shall meet or exceed the minimum limits set forth in the insurance schedule below. All
such insurance policies must be with insurers qualified to do business in Florida. The insurance shall cover all of the Proposer's operations under the contract resulting from this ITB, if any, and shall be effective throughout the effective period of such contract. FAMU, its Board of Trustees, the Florida Department of Education, and the State of Florida, shall be included as additional named insured on each of Proposer's policies. The Proposer shall furnish FAMU proof of Proposer's insurance coverage by original ACCORD certificates of insurance no later than five (5) days after the contract resulting from this ITB, if any, is executed. Before commencement of work under the contract resulting from this ITB, if any, the Proposer shall submit evidence that it and all of its subcontractors, if any, have obtained full insurance coverage set forth in the following schedule. See also Section 2.31. below entitled “Subcontracts.” FAMU shall always be exempt from, and in no way be liable for, any sums of money which may represent a deductible in any of Proposer’s or Proposer’s subcontractors’ insurance policies. The payment of such deductible shall be the sole responsibility of the Proposer and/or Proposer’s subcontractor that obtained the insurance. The Proposer shall always promptly notify FAMU of any change in insurance coverage or carrier by it or any of its subcontractors. See also Section 2.31. entitled “Subcontracts.”

SCHEDULE:

Policy

(a) Worker's Compensation Statutory

*Comprehensive General Liability Insurance:

1. Bodily Injury Liability $500,000 each Person $1,000,000 aggregate
   $500,000 each occurrence

2. Property Damage Liability $500,000 each occurrence $1,000,000 aggregate

3. Comprehensive Automobile Liability Insurance:
   a. Bodily Injury Liability $500,000 each person $1,000,000 each occurrence
   b. Property Damage Liability $500,000 each occurrence

   c. Excess Umbrella Liability
      Combined Single Limit Bodily Injury
      Injury and/or Property Damage $1,000,000 each occurrence $3,000,000 aggregate

*Comprehensive Liability to include but not be limited to:

1. Consumption or Use of Products
2. Existence of Vehicles, Equipment or Machines on Location
3. Contractual Obligations to Customers

D. WORKER’S COMPENSATION: During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with Chapter 440 of the Florida Statutes, with minimum employers'
liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

2.22. Term of Contract
The contract resulting from this ITB, if any, will be for a twelve (12) months period beginning approximately December 1, 2012 and ending June 30, 2013, with FAMU, and the selected service provider and the University having the option to renew up to an additional term pending mutual consent.

2.23. Cancellation /Termination of Contract
Any contract established as a result of this ITB may be unilaterally canceled by FAMU for refusal by Proposer to 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 the Proposer in conjunction with this ITB or the resulting contract. FAMU also may terminate such contract resulting from this ITB, if any, without cause on thirty (30) days advanced written notice to the Proposer. The parties to such contract may terminate the contract at any time by mutually consenting in writing, either party may terminate such contract immediately and also for breach by the other that remains substantially uncured after thirty (30) days’ advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party.

2.24. Assignment and Amendment of Contract
Neither the contract resulting from this ITB, if any, nor any duties or obligations under such contract shall be assignable by the Proposer without the prior written consent of FAMU. Any contract resulting from this ITB may be amended only in writing signed by the Proposer and FAMU with the same degree of formality evidenced in the contract resulting from this ITB.

2.25. Independent Parties
Except as expressly provided otherwise in the contract resulting from this ITB, if any, FAMU and the Proposer shall remain independent parties and neither shall be an officer, employee, agent, representative or co-partner of, or a joint-venture with, the other.

2.26. Performance Investigations
As part of its evaluation process, FAMU may make investigations to determine the ability of the Proposer to perform under this ITB. FAMU reserves the right to REJECT any proposal if the Proposer fails to satisfy FAMU that it is properly qualified to carry out the obligations under this ITB.
2.27. Severability

If any provision of the contract resulting from this ITB, if any, is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provision shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of such contract.

2.28. Notices

All notices and all other matters pertaining to the contract resulting from this ITB, if any, to a party shall be in writing, shall be hand delivered, or sent by registered or certified U.S. Mail, return receipt requested, and shall be deemed to have been duly given when actually received by the addressee at the address listed below:

Mr. Avery McKnight          Ms. Stephany Fall, Director
Office of General Counsel    University Procurement Services
300 Lee Hall                2380 Wahnish Way, Suite 214
Tallahassee, FL 32307       Tallahassee, FL 32307

2.29. Governing Law and Venue

This ITB and resulting contract, if any, and any disputes there under will be governed by the laws of the State of Florida and shall be deemed to have been executed and entered into in the State of Florida. Any such contract shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. FAMU and Proposer hereby agree that this ITB and resulting contract, if any, shall be enforced in the courts of the State of Florida and that venue shall always be in Orange County, Florida.

2.30. Liaison

FAMU’s liaison with the successful Proposer, if any, shall be Stephany Fall, Director of Procurement Services.

2.31. Subcontracts

The Proposer is fully responsible for all work performed under the contract resulting from this ITB, if any. The Proposer may, with the prior written consent of FAMU, enter into written subcontract(s) for performance of certain of its functions under such contract. The subcontractors and the amount of the subcontract(s) shall be identified in the Proposer's response to this ITB. No subcontract shall be implemented or effective until approved in writing by FAMU. No subcontract(s), which the Proposer enters into under the contract resulting from this ITB, if any, shall in any way relieve the Proposer of any responsibility for performance of its duties under such contract. Proposer is responsible to fully notify any subcontractor(s) of their responsibilities under any subcontract. All payments to subcontractors shall be the sole responsibility of the Proposer.

2.32. Employment of FAMU Personnel

The Proposer shall not, without FAMU’s prior written consent, knowingly recruit for engagement, on a full time, part time, or other basis during the period of this ITB and any resulting contract, any
individuals who are or have been FAMU employees at any time during such period, except for FAMU’s regularly retired employees, or any adversely affected State employees.

2.33. Equal Opportunity Statement
The State of Florida and FAMU subscribe to equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination and are committed to non-discrimination on the basis of race, creed, color, sex, age, national origin, religion, veteran or marital status, or disability. Proposer commits to the following:

A. The provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the contract resulting from this ITB, if any, regardless of value.

B. The Proposer, if any, awarded a contract under this ITB shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.

C. If the Proposer anticipates receiving $10,000 in orders during the first 12 months of the contract, if any, resulting from this ITB, Proposer must complete a Certificate of Non-Segregated Facilities form and attach the form to the proposal. A sample certificate is attached as APPENDIX III.

D. If the Proposer anticipates receiving $50,000 in orders during the first 12 months of the contract, if any, resulting from this ITB, and employs more than 50 people, the Proposer must complete and file prior to March 1 of each year a standard form 100 (EEO-1).

E. If the Proposer anticipates receiving $50,000 in orders during the first 12 months of the contract, if any, resulting from this ITB, and employs more than 50 people, the Proposer must maintain a written program for affirmative action compliance that is accessible for review upon request by FAMU.

F. Proposers shall identify their company’s government classification at time of proposal submittal. See FAMU Form ITB/CS (ITB acknowledgement cover page). Proposer’s identity will not foster special consideration during this ITB process; this is only for informational purposes for reporting.

2.34. Waiver of Rights and Breaches
No right conferred on FAMU by this ITB or resulting contract, if any, shall be deemed waived and no breach of any such contract excused, unless such waiver of right or excuse of breach shall be in writing and signed by FAMU’s signatory. FAMU’s waiver or excuse of a breach by the other party shall not constitute a waiver or excuse of any other breach.

2.35. Headings Not Controlling
Headings used in any contract resulting from this ITB are for reference purposes only and shall not be considered to be a substantive part of such contract.

2.36. Employee Involvement/Covenant Against Contingent Fees
In accordance with Section 112.3185, Florida Statutes, the Proposer hereby certifies that, to the best of its knowledge and belief, no individual employed by the Proposer or subcontracted by the Proposer has
an immediate relationship to any employee of FAMU who was directly or indirectly involved in any way in the procurement of the contract, if any, resulting from this ITB or goods or services there under. Violation of this section by Proposer shall be grounds for cancellation of such contract. The Proposer also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this ITB or any advantage hereunder upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any substantial consideration bargained for, excepting that which is provided to the Proposer's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence should have been known by the State to be maintained by the Proposer for the purpose of securing business for Proposer. In the event of the Proposer's breach or violation of this warranty, FAMU shall, subject to Proposer's rights under Chapter 120, Florida Statutes, have the right, at its option, to annul any contract resulting from this ITB without liability, to deduct from the charges otherwise payable by FAMU under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to FAMU under such contract, at law or in equity.

2.37. Site Rules and Regulations
Proposer shall use its best efforts to assure that its employees and agents, while on FAMU’s premises, shall comply with the State's and FAMU’s site rules and regulations, if any.

2.38. Travel Expense
Proposer shall not under this ITB or any resulting contract charge FAMU for any travel expenses, meals, and lodging without FAMU's prior written approval. Upon obtaining FAMU's prior written approval, Proposer may be authorized to incur travel expenses payable by FAMU to the extent and means provided by Section 112.061, Florida Statutes. Any expenses in excess of the prescribed amounts shall be borne by the Proposer.

2.39. Annual Appropriations
FAMU’s performance and obligation to pay under any contract resulting from this ITB will be subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise lawfully expendable for the purposes of such contract for the current and future periods (Section 287.0582, Florida Statutes). FAMU shall give notice to Proposer of the non-availability of such funds when FAMU has knowledge thereof. Upon receipt of such notice by Proposer, Proposer shall be entitled to payment only for those services performed prior to the date notice is received.

2.40. Taxes
The State of Florida is a tax-immune sovereign and exempt from the payment of all sales, use and excise taxes. The Proposer shall be responsible to pay any such taxes imposed on taxable activities/services under the contract, if any, resulting from this ITB.

2.41. Contractual Precedence
The agreement that results from this ITB and any attachments and/or addenda that are executed by University’s duly authorized signatory constitutes the entire and exclusive agreement between the parties. Attachments and/or addenda may include, but are not limited to FAMU Request for Proposal ("ITB") including all the University’s ITB specifications, and the Payee’s ITB response. In the event of any conflict or inconsistency between before mentioned documents, the order of precedence is:

Page 16 of 43
A. University’s ITB and ITB specifications;
B. The Agreement;
C. Proposer’s ITB response; and
D. Any other attached document signed by the University’s official signatory at the time of Agreement is executed.

2.42 Use of Contract by Other Government Agencies:
At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other Universities, governmental agencies, including the State of Florida, its agencies, political subdivisions, counties and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for good or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

2.43 Price Preference for Florida Vendors
For purchases of tangible personal property, the 2012 Florida legislature enacted economic development laws establishing certain conditions and circumstances which, when applicable, require the granting of price preferences to businesses whose “principle place of business” is the State of Florida.

- Principle place of business is defined as location where a corporation’s officers direct, control, and coordinate the corporation's activities (known as the nerve center test). In most states, corporations must report their principle place of business to the Secretary of State.

- **Personal Property**: When the lowest responsible and responsive bid or proposal is submitted by a bidder or proposer whose principle place of business is in a state or political subdivision outside the State of Florida, which grants a preference for the purchase of commodities when awarding the bid or calculating the cost in a proposal, the University must apply a preference which is equal to the preference granted by the state or political subdivision in which the lowest responsible and responsive bidder or proposer has its principle place of business. If the lowest responsive and responsible bidder or proposer in that state does not grant a preference in competitive solicitation to companies having a principle place of business in that state, the preference granted to the lowest responsible and responsive bidder/proposer having a principle place of business in Florida shall be 5 percent.

- Bidders or proposers whose principle place of business is outside the state of Florida must include, with their Bid or ITB response document, a written statement, signed by an attorney at law licensed to practice in the bidder or proposer’s state (referred to as their "principle place of business" in the law), detailing geographical price preferences, if any or none, granted by the laws of that state or political subdivision.
3.0 SPECIAL CONDITIONS

Bidders are required to meet or exceed the specifications below:

Florida A&M University is soliciting bids for major equipment for an electric Clean Steam Generator application (indoors) and a Hydronic Hot water Application (outdoors) for the Science & Research Facility, on the main campus. An Equipment list and specifications are listed in the Specifications link. Bids should only contain pricing for the Clean Steam Generators and the Hydronic Boilers and associated pumps.

The successful Contractor will provide the equipment listed, to be consistent with all local, state and federal rules and regulations applicable to the business they are in and must adhere to professional standards and use due care in providing the equipment required under this agreement in a manner consistent with generally accepted procedures for approved companies.

3.1 Scope of Work

Florida A&M University-Steam Decentralization Project August 29, 2012
100% Issued for Construction GEI Project # 11060
CONDENSING BOILERS 235216 - 1
SECTION 235216 - CONDENSING BOILERS

PART 1 - GENERAL
1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes packaged, factory-fabricated and -assembled, gas-fired, water-tube, and cast aluminum condensing boilers, trim, and accessories for generating hot water.

1.3 SUBMITTALS

A. Product Data: Include performance data, operating characteristics, furnished specialties, and accessories.

B. Shop Drawings: For boilers, boiler trim, and accessories. Include plans, elevations, sections, details, and attachments to other work.

C. Source quality-control test reports.

D. Field quality-control test reports.

E. Operation and Maintenance Data: For boilers to include in emergency, operation, and maintenance manuals.
F. Warranty: Special warranty specified in this Section.

G. Other Informational Submittals:

1.4 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. ASME Compliance: Fabricate and label boilers to comply with ASME Boiler and Pressure Vessel Code.

C. ASHRAE/IESNA 90.1 Compliance: Boilers shall have minimum efficiency according to "Gas and Oil Fired Boilers - Minimum Efficiency Requirements."

D. UL Compliance: Test boilers for compliance with UL 795, "Commercial-Industrial Gas Heating Equipment." Boilers shall be listed and labeled by a testing agency acceptable to authorities having jurisdiction.

E. ANSI/ASME CSD-1 Compliance: Boiler shall comply with the controls and safety devices required on automatically operated boilers.

1.5 COORDINATION

A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 03.

1.6 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of boilers that fail in materials or workmanship within specified warranty period.

1. Warranty Period for Water-Tube Condensing Boilers:

   a. Heat exchanger: 10 years from date of initial installation warranty against material or workmanship defects; 20 years from date of installation for thermal shock

   b. Burner: 5 years from date of initial installation against material or workmanship defect

   c. All other components: 1 year from date of initial installation, or 18 months from
2. Warranty Period for Cast-Aluminum Condensing Boilers:
   a. Heat Exchanger and Burner: 5 years from date of shipment
   b. Failure due to thermal shock: 10 years from date of shipment
   c. All other components: 1 year from date of startup, warranty against material or workmanship defects; provided startup is completed within 6 months from the date of shipment

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:

1. Patterson-Kelley; a division of Harsco Industrial

2. Camus Hydronics Ltd.

2.2 MANUFACTURED UNITS

A. Camus DynaForce

B. Description: Factory-fabricated, -assembled, and -tested, water-tube condensing boiler with heat exchanger sealed pressure tight, built on a steel base; including insulated jacket; flue-gas vent; combustion-air intake connections; water supply, return, and condensate drain connections; and controls. Water heating service only.

C. Heat Exchanger: Stainless-steel

D. Combustion Chamber: Stainless steel, sealed.

E. Burner: Natural gas, forced draft drawing from gas premixing valve.

F. Blower: Centrifugal fan to operate during each burner firing sequence and to prepurge and postpurge the combustion chamber.

   1. Motors: Comply with requirements specified in Division 23 Section "Common Motor
Requirements for HVAC Equipment."

a. Motor Sizes: Minimum size as indicated. If not indicated, large enough so driven load will not require motor to operate in service factor range above 1.0.

G. Gas Train: Combination gas valve with manual shutoff and pressure regulator.

H. Ignition: direct electric spark ignition and 100 percent main-valve shutoff.

2.3 MANUFACTURED UNITS

A. Patterson-Kelley Mach

B. Description: Factory-fabricated, -assembled, and -tested, cast aluminum condensing boiler with heat exchanger sealed pressure tight, built on a steel base; including insulated jacket; flue-gas vent; water supply, return, and condensate drain connections; and controls. Water heating service only.

C. Heat Exchanger: cast aluminum

D. Header: removable, fabricated steel

E. Burner: Natural gas, forced draft; burner observation port.

F. Blower: Centrifugal fan, forced draft. Include prepurge and postpurge of the combustion chamber.

1. Motors: Comply with requirements specified in Division 23 Section "Common Motor Requirements for HVAC Equipment."

a. Motor Sizes: Minimum size as indicated. If not indicated, large enough so driven load will not require motor to operate in service factor range above 1.0.

Florida A&M University-Steam Decentralization Project August 29, 2012
100% Issued for Construction GEI Project # 11060

CONDENSING BOILERS 235216 - 4

G. Gas Train: Combination gas valve with manual shutoff and pressure regulator. Include 100 percent safety shutoff with electronic flame supervision.

H. Ignition: Electric-spark ignition with 100 percent main-valve shutoff with electronic flame Supervision.

I. Water: pH level shall be maintained between 6.0 and 8.5.2.4 TRIM
A. Comply with ASME CSD-1

B. Include devices sized to comply with ANSI B31.9, "Building Services Piping."

C. Aquastat Controllers: Operating, firing rate, and high limit.

D. Safety Relief Valve: ASME rated.

E. Pressure and Temperature Gage: Minimum 3-1/2-inch diameter, combination water-pressure and -temperature gage. Gages shall have operating-pressure and -temperature ranges so normal operating range is about 50 percent of full range.


G. Drain Valve: Minimum NPS 3/4 hose-end gate valve.

2.5 CONTROLS

A. Refer to Division 23 Section "Instrumentation and Control for HVAC."

B. Boiler operating controls shall include the following devices and features:
   1. Control transformer.
   2. Set-Point Adjust: Set points shall be adjustable.
   3. Sequence of Operation: Electric, factory-fabricated and field-installed panel to control burner firing rate to reset supply-water temperature inversely with outside-air temperature. Refer to drawings for reset schedule.

   a. Include master control function with automatic, alternating-firing sequence for multiple boilers to ensure maximum system efficiency throughout the load range and to provide equal runtime for boilers. Master control function shall provide optimal/alternate firing sequence for cascade or parallel-sequential firing.

C. Burner Operating Controls: To maintain safe operating conditions, burner safety controls limit burner operation.

   1. High Cutoff: Manual reset stops burner if operating conditions rise above maximum boiler design temperature.
   2. Low-Water Cutoff Switch: Electronic probe shall prevent burner operation on low water. Cutoff switch shall be manual-reset type.

Florida A&M University-Steam Decentralization Project August 29, 2012
100% Issued for Construction GEI Project # 11060

4. Audible Alarm: Factory mounted on control panel with silence switch; shall sound alarm for above conditions.

5. Manual reset high & low gas pressure switches

D. Building Automation System Interface: Factory install hardware and software to enable building automation system to monitor, control, and display boiler status and alarms.

1. Hardwired Points:

   a. Monitoring: On/off status, common trouble alarm, low water level alarm

   b. Control: On/off operation, hot water supply temperature set-point adjustment

   c. BACnet MSTP

2.6 ELECTRICAL POWER

A. Controllers, Electrical Devices, and Wiring: Electrical devices and connections are specified in Division 26 Sections.

2.7 VENTING KITS

A. Kit: Complete system, ASTM A 959, Type 29-4C stainless steel, pipe, vent terminal, thimble, indoor plate, vent adapter, condensate trap and dilution tank, and o-ring/gasket.

   1. The flue vent shall be sized in accordance with boiler and flue vent manufacturer’s requirements. Refer to drawings for basis of design.

B. Combustion-Air Intake: Complete system, stainless steel, pipe, vent terminal with screen, inlet air coupling, and sealant.

2.8 SOURCE QUALITY CONTROL

A. Burner and Hydrostatic Test: Factory adjust burner to eliminate excess oxygen, carbon dioxide, oxides of nitrogen emissions, and carbon monoxide in flue gas and to achieve combustion efficiency; perform hydrostatic test.

B. Test and inspect factory-assembled boilers, before shipping, according to ASME Boiler and Pressure Vessel Code.
C. Allow Owner access to source quality-control testing of boilers. Notify Architect 14 days in advance of testing.

Florida A&M University-Steam Decentralization Project August 29, 2012
100% Issued for Construction GEI Project # 11060
CONDENSING BOILERS 235216 - 6

2.9 BOILER CIRCULATING (PRIMARY) PUMP

A. Boiler provider shall provide boiler circulating pump, strainer, multipurpose valve and required accessories shall be with the boiler. Refer to pump schedule for requirements.

2.10 BOILER SKID

A. Mechanical provisions

1. Boiler provider shall provide boiler with a pre-fabricated primary hot water piping skid for a multiple boiler application with all required components for a complete and working installation including but not limited to the following:

   a. Gas train piping
   b. Flue
   c. Boiler circulating (primary) pump and required accessories
   d. Reverse return primary piping sized according to plans
   e. Relief, condensate neutralization with freeze protection and all required components and accessories

2. Refer to boiler schedule for locations requiring boiler skids.

B. Electrical provisions

1. Skid should include all electrical connections, including but not limited to the following:

   a. Electrical service panels and associated transformers mounted on the skid
   b. Lighting including electrical circuits mounted on the skid
   c. Receptacles, disconnect and motor starters, including feeder from electrical panel mounted on the skid

2. Refer to electrical drawings for size, quantity and additional information

C. Architectural provisions

1. Boiler cover roofing and siding: Provide factory-formed metal panels designed to be field assembled by lapping side edges of adjacent panels and mechanically attaching panels to supports using exposed fasteners in side laps. Include accessories required for weather tight installation.
2. Tapered-Rib-Profile, Exposed-Fastener Metal Roof and Wall Panels: Formed with raised, trapezoidal major ribs and intermediate stiffening ribs symmetrically spaced between major ribs.

   a. Basis-of-Design Product: Subject to compliance with requirements, provide Berridge Manufacturing Co., “R” Panel or comparable product by one of the following:

      1. CENTRIA Architectural Systems.
      2. MBCI; a division of NCI Building Systems, L.P.
      3. McElroy Metal, Inc.

   b. Metallic-Coated Steel Sheet: Zinc-coated (galvanized) steel sheet complying with ASTM A 653/A 653M, G90 (Z275) coating designation, or aluminum-zinc alloycoated steel sheet complying with ASTM A 792/A 792M, Class AZ50

Florida A&M University-Steam Decentralization Project August 29, 2012
100% Issued for Construction GEI Project # 11060
CONDENSING BOILERS 235216 - 7
(Class AZM150) coating designation; structural quality. Prepainted by the coilcoating process to comply with ASTM A 755/A 755M.

   1. Nominal Thickness: 0.028 inch (0.71 mm).
   2. Exterior Finish: Two-coat fluoropolymer.
   3. Color: As indicated by manufacturer’s designations.

   c. Major-Rib Spacing: 12 inches (305 mm) o.c.
   d. Panel Coverage: 36 inches (914 mm).
   e. Panel Height: 1.25 inches (32 mm).
   f. Color: To be specified by FAMU.

3. Boiler cover structure: Boiler supplier to provide fully engineered steel skid and structure to support boilers, boiler metal roof and metal siding as indicated on the drawings. Boiler supplier to be responsible for structural engineering of support system to withstand all structural design loads indicated on the structural drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Before boiler installation, examine roughing-in for concrete equipment bases, anchor-bolt sizes and locations, and piping and electrical connections to verify actual locations, sizes, and other conditions affecting boiler performance, maintenance, and operations.

1. Final boiler locations indicated on Drawings are approximate. Determine exact locations before roughing-in for piping and electrical connections.
B. Examine mechanical spaces for suitable conditions where boilers will be installed.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 BOILER INSTALLATION

A. Install boilers level on concrete base. Concrete base is specified in Division 23 Section "Common Work Results for HVAC," and concrete materials and installation requirements are specified in Division 03.

B. Install gas-fired boilers according to NFPA 54.

C. Assemble and install boiler trim.

D. Install electrical devices furnished with boiler but not specified to be factory mounted.

E. Install control wiring to field-mounted electrical devices.

Florida A&M University-Steam Decentralization Project August 29, 2012
100% Issued for Construction GEI Project # 11060
CONDENSING BOILERS 235216 - 8

3.3 CONNECTIONS

A. Piping installation requirements are specified in other Division 23 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Install piping adjacent to boiler to allow service and maintenance.

C. Install piping from equipment drain connection to nearest floor drain. Piping shall be at least full size of connection. Provide an isolation valve if required.

D. Connect piping to boilers, except safety relief valve connections, with flexible connectors of materials suitable for service. Flexible connectors and their installation are specified in Division 23 Section "Common Work Results for HVAC,"

E. Connect gas piping to boiler gas-train inlet with union. Piping shall be at least full size of gas train connection. Provide a reducer if required.

F. Connect hot-water piping to supply- and return-boiler tappings with shutoff valve and union or flange at each connection.

G. Install piping from safety relief valves to nearest floor drain.

H. Boiler Venting:

1. Install flue venting kit and combustion-air intake.
2. Connect full size to boiler connections
I. Ground equipment according to Division 26 Section "Grounding and Bonding for Electrical Systems."

J. Connect wiring according to Division 26 Section "Low-Voltage Electrical Power Conductors and Cables."

3.4 FIELD QUALITY CONTROL

A. Perform tests and inspections and prepare test reports.

1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

B. Tests and Inspections:

1. Perform installation and startup checks according to manufacturer's written instructions.

2. Leak Test: Hydrostatic test. Repair leaks and retest until no leaks exist.

3. Operational Test: Start units to confirm proper motor rotation and unit operation. Adjust air-fuel ratio and combustion.

4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

Florida A&M University-Steam Decentralization Project August 29, 2012
100% Issued for Construction GEI Project # 11060
CONDENSING BOILERS 235216 - 9

a. Check and adjust initial operating set points and high- and low-limit safety set points of fuel supply, water level and steam pressure.

b. Set field-adjustable switches and circuit-breaker trip ranges as indicated.

C. Remove and replace malfunctioning units and retest as specified above.

D. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions.

Provide up to two visits to Project during other than normal occupancy hours for this purpose.

E. Performance Tests:
1. Engage a factory-authorized service representative to inspect component assemblies and equipment installations, including connections, and to conduct performance testing.

2. Boilers shall comply with performance requirements indicated, as determined by field performance tests. Adjust, modify, or replace equipment to comply.

3. Perform field performance tests to determine capacity and efficiency of boilers.
   
   a. Test for full capacity.
   b. Test for boiler efficiency at 20, 40, 60, 80, and 100 percent of full capacity. Determine efficiency at each test point.

4. Repeat tests until results comply with requirements indicated.

5. Provide analysis equipment required to determine performance.

6. Provide temporary equipment and system modifications necessary to dissipate the heat produced during tests if building systems are not adequate.


9. The authorized boiler manufacturer’s representative shall be responsible for required boiler performance testing.

3.5 DEMONSTRATION

   A. The boiler provider shall provide 4 hours start up assistance per boiler.

   B. The boiler provider shall provide the Owner’s maintenance personnel 4 hours of training per shift, to adjust, operate, and maintain boilers.

END OF SECTION 235216
1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes packaged, factory-fabricated and -assembled electric boilers, trim, and accessories for generating steam.

1.3 ACTION SUBMITTALS

A. Product Data: Include performance data, operating characteristics, furnished specialties, and accessories.

B. Shop Drawings: For boilers, boiler trim, and accessories. Include plans, elevations, sections, details, and attachments to other work.


1.4 INFORMATIONAL SUBMITTALS

A. Source quality-control test reports.
B. Field quality-control test reports.
C. Warranty: Special warranty specified in this Section.
D. Other Informational Submittals:

1. ASME Stamp Certification and Report: Submit "A," "S," or "PP" stamp certificate of authorization, as required by authorities having jurisdiction, and document hydrostatic testing of piping external to boiler.

2. Startup service reports.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For boilers, components, and accessories to include in emergency, operation, and maintenance manuals.
1.6 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. ASME Compliance: Fabricate and label boilers to comply with ASME Boiler and Pressure Vessel Code. Boiler shall bear the National Board “M” stamp for miniature boilers as defined in Part PMB of Section I of the A.S.M.E. Code.

C. NFPA Compliance: Design and fabricate boilers to comply with NFPA 70, "National Electrical Code," Article 424, Paragraphs G and H.

D. UL Compliance: Test boilers for compliance with UL E39545, "Heating, Water Supply, and Power Boilers—Electric." Boilers shall be listed and labeled by a testing agency acceptable to authorities having jurisdiction.

1.7 COORDINATION

A. Installing Contractor shall coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified with concrete.

1.8 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace pressure vessels of boilers that fail in materials or workmanship within specified warranty period.

1. Warranty Period: one year from date of startup.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Reimers-Electra.Steam, Inc.

2.2 MANUFACTURED UNITS

A. Description: Factory-fabricated, -assembled, and -tested electric boilers with trim and controls necessary to generate steam.
B. Pressure Vessel: 304-Stainless Steel pressure vessel mounted on structural-steel base.

C. Nozzles: Flanges for water inlet and steam outlet and heating element inserts; threaded connections for trim and controls.

D. Insulation: One layer of minimum 2-inch-thick, glass-fiber insulation.

E. Jacket: Cylindrical pressure vessel jacket and electrical enclosure all fabricated from 304-stainless steel.

F. Lifting Lugs: Welded to pressure vessel, extending above jacket.

     Heating Elements: 316-stainless sheathed and pickled, 30kW, 100W/in2, 316-stainless steel 2" class 150# flanges, four (4) elements per boiler

G. Mounting base to secure boiler to concrete base.

2.3 TRIM

A. Include devices sized to comply with ANSI B31.1, "Power Piping."

B. Pressure Controllers: Operating auto-reset high limit.

C. Safety Relief Valve:

    1. Size and Capacity: As required for equipment according to ASME Boiler and Pressure Vessel Code.

    2. Description: Fully enclosed steel spring with adjustable pressure range and positive shutoff; factory set and sealed.

        a. Drip-Pan Elbow: Cast iron and having threaded inlet and outlet with threads complying with ASME B1.20.1.

D. Pressure Gage: Minimum 3-1/2-inch diameter. Gage shall have normal operating pressure about 50 percent of full range.

E. Water Column: 3.625" visible gauge glass length

F. Blowdown Valves: Factory-installed bottom and surface, slow-acting blowdown valves same size as boiler nozzle.
G. Stop Valves: Boiler inlets and outlets, except safety relief valves or preheater inlet and outlet, shall be equipped with stop valve in an accessible location as near as practical to boiler nozzle and same size or larger than nozzle. Valves larger than NPS 2 shall have rising stem.

H. Stop-Check Valves: Factory-installed option, stop-check valve and stop valve at boiler outlet with free-blow drain valve factory installed between the two valves and visible when operating stop-check valve.

2.4 CONTROLS

A. Refer to Section 230900 "Instrumentation and Control for HVAC."

Florida A&M University-Steam Decentralization Project August 29, 2012
100% Issued for Construction GEI Project # 11060
ELECTRIC BOILERS – CLEAN STEAM GENERATORS 235213 - 4

B. Boiler operating controls shall include the following devices and features:

1. Control transformer.
2. 4-stages step controller
3. Boiler controller lockout the heaters after power failure.
5. Visual indication for each step.
7. Set-Point Adjust: Set points shall be adjustable.
8. Operating Level Control: Factory wired and mounted to cycle feedwater pump(s) for makeup water control.
9. Sequence of Operation: Electric, factory-fabricated and field-installed panel to control element sequence controller to maintain a constant steam pressure. Maintain pressure set point plus or minus 10 percent.

C. Safety Controls: To maintain safe operating conditions, safety controls limit boiler operation.

1. High Cutoff: reset stops boiler if operating conditions rise above set point or maximum boiler design pressure.
2. Low-Water Cutoff Switch: Float and electronic probe shall prevent boiler operation on low water. Cutoff switch shall be automatic-reset type.
3. Audible Alarm: Factory mounted on control panel with silence switch; shall sound alarm for above conditions.

D. Building Management System Interface: Factory installed contacts to enable building management system to monitor, and display boiler status and alarms.

1. Hardwired Points:
   a. Monitoring: On/off status, low water alarm, high pressure alarm, control voltage
on, heating stage 1-4 on/off, pump on/off.

b. Control: On/off operation

2.5 ELECTRICAL POWER

A. Single-Point Field Power Connection: Factory-installed and -wired switches, transformers, and electrical devices necessary shall provide a single-point field power connection to boiler.

1. Field power interface shall be to fused disconnect switch.
2. Provide Interlock with door to de-energize power with door open.

B. Electrical Enclosures: NEMA 250, Type 1 enclosure with hinged door and key-locking handle.

C. Install factory wiring outside of an enclosure in a metal raceway.

D. Comply with NFPA 70.


E. Connectors: Mechanical lugs bolted to copper bus bars or distribution blocks with pressure connectors.

F. Fuses: NEMA FU 1, Class J or K5; 60 A, maximum.

G. Contactors: 3-pole magnetic contactors, listed for 200,000 cycles at full load.

H. Factory-wired internal control devices and heating elements.

1. Wiring shall be numbered and color coded to match the wiring diagram.

2.6 SOURCE QUALITY CONTROL

A. Test and inspect factory-assembled boilers, before shipping, according to ASME Boiler and Pressure Vessel Code.

B. Hydrostatic Test: Factory test assembled boiler including hydrostatic test.

C. Allow Owner access to source quality-control testing of boilers. Notify Architect 14 days in advance of testing.
PART 3 - EXECUTION

3.1 EXAMINATION

A. Before boiler installation, examine roughing-in for concrete equipment bases, anchor-bolt sizes and locations, and piping and electrical connections to verify actual locations, sizes, and other conditions affecting boiler performance, maintenance, and operations.

1. Final boiler locations indicated on Drawings are approximate. Determine exact locations before roughing-in for piping and electrical connections.

B. Examine mechanical spaces, including required space for element removal, for suitable conditions where boilers will be installed.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 BOILER INSTALLATION

A. Install boilers level on concrete base. Coordinate sizes and locations of concrete bases with actual equipment provided.

B. Electrical devices furnished with boiler but not specified to be factory mounted.

3.3 CONNECTIONS

A. Piping installation requirements are specified in other Sections. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Install piping adjacent to boiler to allow service and maintenance.

C. Connect steam and condensate piping to supply-, return-, and blowdown-boiler tappings with shutoff valve and union or flange at each connection.

D. Install piping from safety valves to drip-pan elbow and to nearest floor drain.

E. Install piping from equipment drain connection to nearest floor drain. Piping shall be at least full size of connection. Provide an isolation valve if required.

F. Ground equipment according to electrical specifications.

G. Connect wiring according to electrical specifications.
3.4 FIELD QUALITY CONTROL

A. Perform tests and inspections and prepare test reports.

1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

B. Tests and Inspections:

1. Perform installation and startup checks according to manufacturer's written instructions.

2. Leak Test: Hydrostatic test. Repair leaks and retest until no leaks exist.

3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
   a. Check and adjust initial operating set points and high- and low-limit safety set points of water level and steam pressure.
   b. Set field-adjustable switches and circuit-breaker trip ranges as indicated.

C. Remove and replace malfunctioning units and retest as specified above.

D. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two visits to Project during other than normal occupancy hours for this purpose.

E. Performance Tests:

1. Engage a factory-authorized service representative to inspect component assemblies and equipment installations, including connections, and to conduct performance testing.

2. Boilers shall comply with performance requirements indicated, as determined by field performance tests. Adjust, modify, or replace equipment in order to comply.

3. Perform field performance tests to determine the capacity of boilers.

4. Repeat tests until results comply with requirements indicated.

5. Provide analysis equipment required to determine performance.
6. Provide temporary equipment and system modifications necessary to dissipate the heat produced during tests if building systems are not adequate.


9. Factory Representative shall be responsible for conducting performance tests.

3.5 DEMONSTRATION

A. The boiler provider shall provide a minimum of 4 hours start up assistance per boiler. Additional time shall be allotted as required to complete startup.

B. The boiler provider shall provide the Owner's maintenance personnel 4 hours of training per shift to adjust, operate, and maintain boilers.

END OF SECTION 235213

4.0 REQUIRED PROPOSAL FORMAT

4.1 Introduction

The Proposer shall not alter the ITB in any way and shall not reproduce all or any part of the ITB in its proposal document. The contract, if any, resulting from this ITB shall attach the entire ITB and incorporate the ITB by reference.

To facilitate analysis of its proposal, the Proposer must prepare its proposal in accordance with the instructions outlined in this section. If Proposer’s proposal deviates from these instructions, such proposal may, in FAMU’s sole discretion, be REJECTED.

4.2 Proposal Sections

The Proposer shall organize its proposal into the following major sections.

1. Invitation to Bid Acknowledgment Form, page 1, completed, executed and signed.
2. Price Sheet including acknowledgment of amendments issued by the University.
3. Copy of required license and background information
4. Copy of required insurance.
5. Each Proposer shall submit evidence of qualifications and reference. Vendor must have been in business for a minimum of three (3) years. Vendor must include one (1) accounts that are similar in size and have comparative programmatic complexity. 

Florida A & M University reserves the right to contact these businesses, institutions, etc.
Florida A&M University
Information Science & Research Equipment
ITB #0014-2013

PROPOSED COSTS WORKSHEET

Major Equipment for Electric Clean Steam Generator Application (Indoors).....$___________

Hydronic Hot Water Application (Out Doors)......................................................$___________

TOTAL PRICE:.................................................................................................$___________
4.5

AMENDMENTS ISSUED BY THE UNIVERSITY

Failure to acknowledge receipt and compliance with the amendments issued by the University will result in disqualification.

Amendment No. _____  Dated __________  __________________  YOUR INITIALS

___________________________________________________________________________

COMPANY’S NAME

___________________________________________________________________________

TYPE THE NAME OF THE AUTHORIZED REPRESENTATIVE TO BIND THE COMPANY INTO A CONTRACT/PURCHASE ORDER

SIGNATURE OF AUTHORIZED REPRESENTATIVE

___________________________________________________________________________

FEID NO./SOC. SEC. NO. (ENTER APPLICABLE NUMBER)

___________________________________________________________________________

Phone number  Fax number  Email address
APPENDIX I

NOTICE OF CONFLICT OF INTEREST

Company or Entity Name  ____________________________________________________________

For the purpose of participating in the Request for Response process and complying with, the
provisions of Chapter 112, *Florida Statutes*, and University Regulation 6.002, the undersigned
corporate officer states as follows:

The persons listed below are corporate officers, directors or agents and are currently employees of
the Florida A & M University or Users:

_________________________________________  ______________________________

_________________________________________  ______________________________

_________________________________________  ______________________________

The persons listed below are current University employees who own an interest of five percent (5%)
or more in the company/entity named above:

_________________________________________  ______________________________

_________________________________________  ______________________________

_________________________________________  ______________________________

The above information is true and correct to the best of my knowledge. Signed on this ________,
day of, ________________________________, 2012

_________________________________________

Signature

_________________________________________

Print Name and Title
CERTIFICATE OF NON-SEGREGATED FACILITIES

We, __________________________________________________________ certify to the Florida A&M University that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive order 11246 of 24 September 1965.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash room, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

We, further, agree that (except where we have obtained identical certifications from proposed subcontractors for specific time periods) we will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted certifications for specific time periods):

NOTE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certificate of Non-segregated Facilities, as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted prior to the award of a sub-contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each sub-contract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.
APPENDIX IV
CERTIFICATE OF NON-SEGREGATED FACILITIES
SUBPART - CONTRACTOR'S AGREEMENTS

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to
Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

SEC. 402 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:

(1) The contractor agrees to comply with the affirmative action clause and regulation published by the US Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, and Executive Order 11701, which are incorporated in this certificate by reference.

PROPOSER COMPANY NAME____________________________________

AUTHORIZED SIGNATURE____________________________________

TITLE________________________________________________________

DATE________________________________________________________