

**INSTRUCTION FOR COMPLETING
COMPETITIVE SOLICITATION ACKNOWLEDGEMENT FORMS**

The Competitive Solicitation Acknowledgement Form must be completely filled in. This may be done on line then printed or you may print then fill in with pen or typewriter.

PLEASE NOTE: IF THIS IS NOT COMPLETED IT MAY BE GROUNDS FOR REJECTING YOUR SOLICITATION.

NOTICE TO RESPONDERS:

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

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and may not be withdrawn within 45 days after such date and time.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

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

**FLORIDA STATE UNIVERSITY
COMPETITIVE SOLICITATION K 4997-5
Bryan Hall Elevator Repair
Purchasing Specifications and Requirements**

I. GENERAL

The Florida State University is inviting proposals from qualified firms for the repair of the Bryan Hall Elevator on the Florida State University Campus.

II. DEFINITIONS

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

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

CS: Competitive Solicitation.

III. SPECIAL CONDITIONS

1. Submission of Mandatory Forms: Bidders are required to return the CS "Acknowledgment Form" with their proposal. A representative who is authorized to contractually bind the Bidder shall sign the Acknowledgment Form.
2. Any addenda issued by the University to participating Bidders shall include an "Addenda Acknowledgment Form." This form shall be signed by a company representative, dated and returned with the CS response. Failure to return an "Addenda Acknowledgment Form" for any and all addendum issued for this CS may be grounds for rejection of that Proposal.
3. Bidders shall submit their proposals on or before the date and time indicated in the area entitled "Calendar of Events" in the CS, with all "Cost and Service Quotes" sealed in a clearly identified envelope, to the address listed on the "CS Acknowledge Form."
4. Bidders shall submit all costs and services proposed in the format specified.
5. In accordance with s.119.07 (3) (m), Florida Statutes, public review of responses to a competitive solicitation may be denied until the notice of a decision is posted or until the notice of a decision is posted or until 10 days after the competitive solicitation display, whichever occurs first.

SECTION 14240

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Replacement of hydraulic pumping unit, oil pressure supply line piping and miscellaneous work on one (1) existing passenger elevator, as specified herein and/or on the drawings. Refer to all Bidding Documents for instructions for site examination or inspection, project schedule, bid forms, qualifications of bidders, general and special conditions, work hours, and all other general requirements relating to the work covered under these specifications. The Elevator Contractor is the Prime Contractor for all of the work, which includes the following:
1. Removal of the existing oil-hydraulic pumping unit in the penthouse machine room and replace with a completely new pumping unit, including drive motor, valve assembly, pump and piping materials.
 2. Remove and replace the entire existing oil pressure supply line and all fittings from the cylinder to the hydraulic pumping unit. Provide the specified pipe hangers, rubber insulation, and other work, all as required herein. Include new shut-off and safety valves of the type specified herein.
 3. Install new petroleum based hydraulic fluid to allow the elevator to operate properly. The quantity to be installed shall be at least enough to travel safely and quietly to the top landing, plus a quantity of at least 20 gallons of additional fluid.
 4. All painting work as specified herein.
 5. All related work necessary to restore the elevator system to proper operation and the necessary tests required by the State Of Florida, the latest edition of the ASME A17.1 Safety Code For Elevators and any other authorities having jurisdiction over this work. This elevator is currently Operable, and must be operable when the work has been completed. Test weights shall be used to perform operational and load tests before the work will be accepted by the Owner. A fully certified "QEI" certified elevator inspector shall be used to inspect the elevator work upon completion; however, the inspector shall not be an employee of the Elevator Contractor.
 6. Provide all safety related work, including 7'-0" (approximate height) high solid barricades at all of the openings where work is being performed. Design the enclosure(s) to comply with the requirements of the Owner. Provide all safety protection for workmen, students and Owner's employees while the Elevator Contractor is on the site. No pit or hoist way entrance openings shall be left unattended, or open, at any time, unless being used by the Elevator Contractor's employees. Safety is extremely critical since this is an occupied building, and all safety provisions are subject to approval by the Owner and the Elevator Consultant. At the end of each work day, all of the work areas are required to be fully secured and locked to prevent access by any unauthorized persons.
 7. Protect all existing switches, cams, wiring, brackets, electronics, operating devices, buffers, hydraulic cylinder and plunger, guide rails and brackets, flooring, cab, platform, hoist way

entrance thresholds and all other materials that are being reused. Any equipment, materials, or building surfaces damaged by the Elevator Contractor shall be repaired or replaced at the sole expense of the Elevator Contractor.

8. Remove all of the existing hydraulic fluid that can be easily removed from the hydraulic system with the car platform parked near the lowest landing.
9. Proper and lawful disposal of all waste oil and other materials that are not being reused under this contract.

1.02 SUBMITTALS

- A. Submit all product and shop drawings, and all other required submittals, to the Owner and Elevator Consultant within the time frame shown in the bid documents. All materials must be submitted at one time.
- B. Product Data and Shop Drawings: Submit product data for the following, in five (5) copies:
 1. Provide information on the oil supply line piping materials, including the following:
 - a. Catalog information on all of the pipe fittings, construction type for fittings, oil pressure ratings of fittings, manufacturer of fittings.
 - b. Pressure rating of oil line piping.
 - c. Catalog information on pipe sealing materials.
 - d. Catalog information and ratings of all pressure line valves.
 - e. Catalog information on the pipe rupture valve assembly.
 - f. Catalog information on pipe hanger equipment.
 - g. Catalog or drawing information on sound/vibration isolation couplings.
 - h. Catalog information on hydraulic silencer unit or replacement parts.
 - i. Catalog information on rubber insulation for pipe supports.
 2. Provide data on information on new hydraulic fluid.
 3. Provide complete data on the new oil-hydraulic pumping unit, including motor, valve assembly and pump.
 4. Provide data on the oil tank heat assembly.
- C. Other Layout Drawings (Provide five [5] copies of drawings):
 1. Show elevator hydraulic piping equipment arrangement in the machine room, outside the machine room, overhead and in hoist way area.
- D. Certificates: Any required building department inspection and acceptance certificates of the elevator hydraulic system installation and other work. Copies of the permit for alteration work issued by the Bureau of Elevators, State Of Florida. Test certificates prepared by the QEI Certified Elevator Inspector who inspects the work upon completion.

- E. Operation and Maintenance Data: To be submitted, including the following:
 - 1. Installation and adjustment data on any new equipment installed under this contract, including five (5) bound copies.
 - 2. Complete parts lists on the new equipment, to be provided in five (5) bound copies.

1.03 QUALITY ASSURANCE

- A. Manufacturers Qualifications: An approved manufacturer regularly engaged in the manufacturing of high quality hydraulic type elevator grade components:
 - 1. The major parts of the elevator repair equipment shall be manufactured in the United States Of America.
 - 2. The manufacturers shall have a documented, on-going quality assurance program.
 - 3. Only new components shall be acceptable. No rebuilt, reconditioned or used equipment is allowed to be brought onto this site by the Elevator equipment installer.
 - 4. A letter must be provided by the Elevator Equipment Contractor that the parts, tools and materials needed to maintain the equipment, after warranty period, can be purchased directly by any Elevator Contractor servicing the elevator equipment for Florida State University.
- B. Elevator Contractor Qualifications: The elevator equipment manufacturer, or fully qualified authorized agent of the elevator equipment manufacturer, with not less than ten (10) years of satisfactory experience installing and servicing equipment equal in character and performance to the project elevator.
 - 1. Elevator Contractor bidders must attend a pre-bid conference and site inspection to be held on the date and time specified in the invitation to bid. Attendance at the pre-bid conference is mandatory in order for bid to be considered.
 - 2. With his bid, the Elevator Contractor bidder shall submit a detailed plan of how the work would be executed at the building site, if awarded the contract to perform all of the work covered in these specifications. This detailed explanation or plan must include all of the essential elements of the contract requirements, including the following:
 - a. How the elevator car and platform will be handled and supported.
 - b. How the existing hydraulic fluid will be removed from the hydraulic system, and how it will be lawfully disposed of.
 - c. Size of the crew to accomplish the work on this project.
 - d. Time required from award of contract to perform the on-site work, clean-up, adjustments and load testing with test weights.
 - 3. All elevator mechanics performing installation work, maintenance, call-backs, or repair work under this contract must hold a current "Certificate Of Competency" that is issued by the State Of Florida, Department of Business and Professional Regulation, Bureau of Elevator Safety. Elevator mechanics that do not have a current "Certificate of Competency" will not be permitted

to work on the project. Proof of required certification must be provided to the Owner and Elevator Consultant at least one week prior to commencing work on the site. Installation and maintenance mechanics must have at least ten (10) years experience installing and maintaining like elevator equipment. "Temporary mechanics" are not permitted to work on this project.

- C. Regulatory Requirements:
1. ASME A17.1-2000, Safety Code for Elevators, including all published addenda.
 2. International Building Code, latest edition.
 3. Florida Building Code, latest addition.
 4. NFPA 70, National Electrical Code, 2002 Edition.
 5. ASME A17.5, Code For Elevator Electrical Equipment, latest edition.
 6. Florida Statute 399, Chapter 30, Florida Chapter 4A-47, Chapter 61-C5 Elevator Safety Code, All other applicable Florida Codes or Statutes.
 7. AWS, American Welding Society, for welding certifications and procedures.
- D. Inspection and Testing: Elevator Contractor shall obtain and pay for all required inspections, permits and fees for the elevator renovation work.
1. Arrange for State Of Florida elevator inspection by arranging for a fully qualified and certified "QEI" Certified Elevator Inspector to be present when the elevator equipment is load tested with test weights for the capacity of the elevator and the by-pass pressure test. Provide a copy of the certified elevator inspector's current certificate to the Owner and Elevator Consultant prior to performing the tests. The "QEI" certified elevator inspector shall not be an employee of the Elevator Contractor.
 2. Deliver three (3) copies of the test report, and any other documents associated with the test, to the Owner prior to acceptance of the elevator work.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Deliver elevator materials, components and equipment in the protective packaging. All packaging materials and related refuse shall be properly disposed of at the sole expense of the Elevator Contractor. Elevator contractor shall provide all lifting devices required, including cranes or other types of equipment, necessary to hoist the new pumping unit to the over-head machine room area.
- B. Store materials in a dry protected area. Protect and handle the materials in accordance with elevator equipment manufacturer's recommendations to prevent damage to materials. Elevator Contractor must arrange for and pay for all storage facilities that he may need in connection with this work. The Owner shall not incur any additional costs for storage, demurrage, handling or other material related storage costs. Storage at the building site is very limited, consequently, the Elevator Contractor should anticipate the possible need for off-site storage of all materials and tools for this project.

- C. Equipment not being reused in the execution of this contract shall be removed from the site at the sole expense of the Elevator Contractor. The materials removed from the elevator system shall be removed daily and not allowed to accumulate at the building site. Under no circumstances shall the Elevator Contractor reuse or incorporate any of the materials removed from this elevator system into any other hydraulic elevator system located on the Florida State University Campus. The existing hydraulic fluid in the piping must be removed from the system and placed in a sealed drum that is to be removed from the campus by the Elevator Contractor. Any spillage of hydraulic fluid or oil residue must be thoroughly cleaned at the sole expense of the Elevator Contractor. Disposal of all oil or hydraulic fluid, or other waste materials, must be in a lawful manner.

1.05 PROJECT CONDITIONS

- A. Prohibited Use: This elevator equipment shall not be used for construction purposes before Final Acceptance by the Owner.
- B. Painting:
1. Except as otherwise specified, paint all metal work provided by the Elevator Contractor as part of this contract. All new ferrous metal materials shall be thoroughly primed and provided with two (2) finish coats after installation. Paint the upper area of the cylinder, pit channels, buffers and related equipment. Paint the pit floor with high gloss floor and deck enamel when the work has been completed. Paint the power unit assembly. Paint the oil line piping, fittings, valves, and piping hangers.
 2. Perform all painting work prior to Final Acceptance.
 3. **All painting work, except for low odor application, shall be performed during times when the building is not being occupied.**

1.06 WARRANTY PERIOD

- A. Warranty: Submit elevator contractor's warranty for materials and workmanship. The materials and labor and workmanship warranty on the complete oil-hydraulic pumping unit assembly, pressure line piping and fittings, and any of the other new components, furnished under this contract shall be for a period of one (1) year after Final Acceptance of the work.
- B. Non-warranty Parts and Equipment: The only parts and equipment that the Elevator Contractor shall not be required to warrant for twelve (12) months, as part of his responsibility, are those not being replaced under this contract or made necessary as a result of major acts of vandalism, abuse, fire, floods, windstorm, or other major losses. Minor repairs necessitated by acts of vandalism, abuse or misuse are to be included under this contract.

1.07 MAINTENANCE PERIOD

- A. The equipment provided under this contract shall be provided with preventive maintenance and call-back repair service for a period of twelve (12) months after the work has been completed and Final Acceptance has been executed. The routine preventive maintenance shall be performed monthly, during regular time work hours; however, emergency call-backs pertaining to the power unit and other work under this contract, shall be performed on a 24/7 basis, including holidays.
- B. The maintenance and repair work shall be performed by certified, permanent status, elevator mechanics holding "Certificate of Competency" cards issued by the State of Florida, Department of Professional Regulation, as designated by Bureau of Elevators.
- C. Response time for emergency repair work shall be no more than one (1) hour from the time the call is placed until the mechanic arrives at the building.
- D. All replacement parts needed during the warranty and maintenance period shall be genuine original equipment parts. No reworked or reconditioned parts are allowed for repairs or replacement purposes.

PART 2 PRODUCTS**2.01 MANUFACTURERS**

- A. Manufacturers: Products manufactured by only the following firms shall be acceptable on this Project; however, they must fully comply with the requirements of the technical specifications contained herein:
 - 1. ThyssenKrupp Elevator Corporation (Pumping Unit Assembly Complete, Sound & Vibration Isolation Couplings, Pipe Rupture Valve, Oil Hydraulic Silencer Unit, Line Shut-off Valves, Oil Control Valve Assembly)
 - 2. EECO (Pumping Unit Assembly Complete, Pipe Rupture Valve, Oil Control Valve Assembly)
 - 3. Schindler Elevator Corporation (Pumping Unit Assembly Complete)
 - 4. Otis Elevator Company or UNITEC (Pumping Unit Assembly Complete)
 - 5. Maxton Manufacturing Company (Sound & Vibration Isolation Couplings, Pipe Rupture Valve, Oil Control Valve Assembly)
 - 6. Elevator Research & Manufacturing Corporation (Oil Hydraulic Silencer Unit)
 - 7. ThyssenKrupp Elevator Corporation, US Motors, Imperial Electric (Oil Submersible Electric Motors)
 - 8. IMO Pump, Allweiler Pump (Power Unit Hydraulic Pump)
- Note: No substitutions will be permitted after the bid.

2.02 HOIST WAY, MACHINE ROOM AND PIT EQUIPMENT

- A. Hydraulic Oil Pressure Line: Furnish and install completely new piping and pipe fittings between the hydraulic cylinder and the pumping unit. The oil pressure line shall consist of the following:
1. The pressure piping shall be completely new schedule 80 piping with all new pipe fittings. The fittings shall be forged steel type, threaded fittings. Cast iron fittings do not comply with these specifications. Only one (1) "Victaulic" brand clamp type fitting is allowed, and if used, must be properly installed adjacent to the oil control valve. All threaded fittings must be sealed with "Expando" brand pipe thread sealer.
 2. The existing hydraulic muffler device shall be replaced, with a completely new unit, designed to include replaceable type oil-resistant rubber type vibration and sound reduction materials. The silencer unit shall be designed for routine service requiring replacement of the pads on a bi-annual basis. Install tag on muffler that lists schedule for pad replacement, and space for future service dates.
 3. Install two (2) completely new rubber isolated sound and vibration reduction couplings in the oil pressure line near the pumping unit. These couplings shall prevent metal to metal contact in the oil line, and shall be of blow-out proof construction. The sound and vibration isolation couplings must be located in the elevator machine room area.
 4. Install high quality ground surface type unions, where needed, including in the pit area and machine room to permit disconnecting the piping without the need for cutting the oil line. Install all unions correctly, and do not attempt to correct for pipe alignment problems by improperly installing the unions. Leakage in any amount will not be acceptable. Additionally, install an electrical isolation type union to prevent metal to metal contact in the oil line in the pit area.
 5. Furnish and install (2) completely new oil shut-off valves. One (1) shut-off valve shall be installed in the pit area for use in servicing the hydraulic cylinder only. The shut-off valve located in the pit area must have a laminated plastic tag attached to the handle that is engraved with the following warning: "Caution!! "This valve is to be used for servicing the cylinder only." Do not use this valve for hydraulic pressure tests!" The lettering must be 3/8" high, minimum, and in a contrasting color to the surface of the tag. Furnish and install a complete new oil shut-off valve in the machine room area for use during the annual by-pass pressure tests on the equipment. The bursting strength of all shut-off valves shall comply with the requirements of ASME A17.1-2000 Safety Code for Elevators, Section 8.2.8.5.
 6. Furnish and install a new pipe rupture, or over-speed, valve within 4" of the hydraulic cylinder, designed to permit full flow of the hydraulic fluid through the valve under normal conditions. The valve shall shut-off the flow of oil in the event of pipe rupture between the valve and the pumping unit. Additionally, if the elevator over-speeds more than a pre-set amount above the normal down speed, the valve will stop the elevator before it hits the buffer springs in the pit area.
 7. Provide all piping hangers, pipe supports or stands, in the machine room, between the machine

room and the hoist way area and in the pit area. Insulate all supports with rubber ½" thick, and prevent contact between the piping and the building structure in all locations. Insulate the piping with ½ " thickness rubber where it passes through the machine room floor, and seal the area with approved "fire-stop" sealant. Secure the pipe hangers to the surfaces adjacent to the piping in a manner that will adequately support the piping without sagging or causing over-stressing of the supports.

- B. Power Unit Assembly: The existing power unit assembly shall be removed and replaced with a completely new unit that contains a new drive motor, pump and oil control valve, of high quality design as follows:
1. A leak-proof steel tank or reservoir that is large enough to contain enough hydraulic fluid to permit the elevator to safely and quietly travel to the top landing, plus at least 20 gallons reserve capacity. Tank shall have a removable tight fitting sheet steel cover, with a tank vent.
 2. The drive motor shall be designed exclusively for use in oil-hydraulic elevator power units. The motor windings shall have at least class "H" insulation.
 3. Motor and pump shall be directly connected, and be designed to replace the components individually, if needed. Motor design shall be designed to operate with electronic starter equipment. Motor size shall be at least 25 horsepower.
 4. Pump, motor and valve assembly shall all be mounted inside the tank area; however, the valve assembly shall be mounted above the oil level.
 5. The electrical wiring inside the power unit enclosure shall be extra high quality, oil resistant type, and equipped with devices that prevent the hydraulic oil from wicking up the wiring harness.
 6. The frame supporting the pump, motor and valve assembly shall be isolated from the tank assembly with oil resistant shock mounts of sufficient capacity to support the weight of the entire assembly.
 7. The power unit shall be mounted on rubber pads, or similar mounting materials, at least ¾" thickness to isolate the power unit from the floor.
 8. The power unit shall be equipped with an oil level gauge.
 9. The power unit shall be equipped with a tank heater to heat the oil to within a desired range when the power unit is not being used sufficiently to generate heat in the system. The heater shall be dual thermostat controlled, and have a safety thermostat that will prevent overheating of the oil. Unit shall operate on 115 volts alternating current.
- C. Hydraulic Fluid: The hydraulic system shall be refilled with new, high quality type, petroleum based hydraulic oil specially compounded for use in hydraulic elevators. The hydraulic oil or fluid must be delivered to the building in sealed containers that are marked by the manufacturer of the product.
- D. Spring Buffers and Support Stands: The existing buffers and support stands must be cleaned and painted with two (2) coats of paint in accordance with these specifications.
- E. Leveling Switches, Limit Switches and Cams: The Elevator Contractor shall reuse the existing

switches, cams, brackets, electronics, controls and other equipment associated with the stops for the elevator. Care should be taken when executing the work under this contract, particularly since damage to the switches and related equipment can occur during execution of the work. Any repairs as the result of damage caused by the Elevator Contractor, shall be at his sole expense. Clean all components before Final Acceptance.

- F. Other Equipment: Reuse all other elevator equipment. The equipment must all be cleaned of any debris or dirt created during the core drilling or other work on the project. Safeguard all other components to prevent damage.
- G. Electrical Wiring: The elevator contractor shall provide all necessary wiring materials and labor to connect the new power unit to the existing elevator electrical controller system, including the existing electronic type motor starter. The new elevator wiring shall include, but is not limited to, that which is necessary for operation of the oil control valves, motor and oil tank heater.

2.03 SIGNAL FIXTURE LAMPS OR BULBS

- A. All existing incandescent type light lamps in the car and landing signal fixtures shall be replaced with high output type LED lamps. Bulbs for call registration purposes shall be red in color. Provide two (2) spare lamps of each type for future use.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Before fabricating the new equipment piping, power unit and other equipment, inspect the complete hoist way and equipment, dimensions, machinery to be reused, pit depth and area, machine room area, as constructed; verify all critical dimensions, and examine supporting structures and all other conditions under which elevator work is to be installed or performed. Do not proceed with the equipment installation until all conditions have been reviewed.
- B. Installation constitutes acceptance of existing conditions and responsibility for satisfactory performance.

3.02 INSTALLATION

- A. Install elevator system components and incorporate the equipment that is being reused into a

completely satisfactory installation:

1. Work to be performed by completely competent, fully trained elevator installation personnel in accordance with ASME A17.1, manufacturer's installation instructions, American Welding Society and approved shop drawings. Elevator mechanics must hold current State Of Florida "Certificate Of Competency" certifications. "Temporary Mechanics" are not permitted to work on this project, except that they may perform the work normally assigned to Mechanic's "Helpers."
- B. Perform work with competent, skilled workmen under the direct control of the Elevator Contractor's experienced superintendent or service/repair work manager.
- C. Coordination: Coordinate elevator work with any other work of other trades, for proper time and sequence to avoid delays in the project. Adhere to the Owner's required scheduling requirements.
- D. Mount all piping components on vibration absorbing mounts, designed to effectively prevent the transmission of vibrations to the structure, and eliminate sources of structure borne noise from the elevator system.

3.03 FIELD QUALITY CONTROL

- A. Acceptance testing: Upon completion of the elevator installation and before permitting use of the elevator, performance acceptance tests are required to demonstrate that the equipment will sustain and lift the loads for which the elevator was initially designed. Test weights are required to perform these tests, and must be used to demonstrate the performance in the presence of representatives of the Owner, Elevator Consultant and a QEI certified elevator inspector.
- B. Advise the Owner, and Elevator Consultant and QEI certified elevator inspector at least five (5) days in advance of date and time the test is to be performed on the elevator equipment.

3.04 ADJUSTING

- A. Make all necessary adjustments of operating devices and equipment to ensure elevator equipment operates smoothly and accurately. Floor to floor times shall be in accordance with Florida State University standards. This work should be performed prior to performing the required tests. Provide documentation of new full load static pressure, working pressure and by-pass pressures in the system. Adjust the pipe rupture valve to operate properly.

3.05 CLEANING

- A. Before final acceptance, remove all protection from any finished surfaces. The equipment must be

thoroughly cleaned prior to inspection for Final Acceptance.

- B. At Completion of the elevator work, remove all tools, equipment and surplus materials from the site. Remove all trash and debris during the clean-up. Thoroughly clean up all oil spills or oil residue.

3.06 DEMONSTRATION & TRAINING

- A. Instruct Owner's personnel in the proper use, operations and regular maintenance of the hydraulic piping system. Provide information on the procurement of all required seals or components necessary to repair the piping, silencer unit, sound and vibration isolation couplings, pipe rupture valve and any other materials provided under this contract. Provide at least three (3) hours of instructions on the equipment operation and functionality.
- B. Make a final check of the elevator operation, with the Owner and Elevator Consultant's personnel present, immediately before the scheduled completion.

3.07 TURNOVER OF DOCUMENTS

- A. The Elevator Contractor shall turn over the previously specified documents.
- B. The documents shall be provided to the Owner prior to Final Acceptance of the work.

3.08 COMPLETION DATE

- A. The installation is not considered complete until the complete project has been considered to have been performed in a first-class, professional manner and completely acceptable to the Owner and Elevator Consultant. Additionally, all adjustments, load tests and punch-lists must be completed. All required documents must be turned over to the Owner prior to establishing the final completion date.
- B. The Owner, Elevator Contractor and Elevator Consultant must be in agreement upon the completion date and date the warranty will commence.
- B. Completion date for all work must be as agreed upon as provided in the bid documents.

3.09 ELEVATOR SCHEDULE

- A. One (1) existing oil-hydraulic passenger elevator, which requires complete replacement of oil-hydraulic pumping unit assembly, the oil pressure line and all fittings or devices, as required in the detailed specifications. The current elevator high speed operation and elevator lifting capacity shall be retained with the new equipment. Provide the maximum up-speed possible from a 25 horsepower drive motor.
- B. The power supply for the elevator system is 208 volts, three phase, alternating current. Elevator Contractor must verify the exact voltage prior to fabrication of equipment.
- C. The down speed, with no load on the elevator platform, shall be set at the same as the up speed. The floor to floor times, in both directions of travel, shall not exceed 9.0 seconds.
- D. Install new LED type lamps in all car and landing mounted signal fixtures to replace all incandescent type indicator lamps.
- E. Elevator Contractor must survey the equipment at the site to determine the exact equipment requirements for the project. Attendance at the required pre-bid conference and site survey is mandatory in order to submit a bid for this work.

END OF ELEVATOR TECHNICAL SPECIFICATIONS

ATTACHMENT #1

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

The purchaser shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or Subcontractor providing such insurance.

A. Workers Compensation Insurance

The Contractor shall secure and maintain during the life of this agreement, Worker's Compensation Insurance for all his employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees unless such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the purchaser, for protection of his employees not otherwise protected.

B. Contractor's Public Liability and Property Damage Insurance

The Contractor shall secure and maintain during the life of this agreement, COMPREHENSIVE GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE as shall protect him from claims for damages, personal injury, including accidental death, as well as claims for property damages which may arise from operations under this agreement whether such operations be by himself or by anyone directly or indirectly employed by him and the amounts of such insurance shall be the minimum limit as follows:

1.	Bodily Injury Liability	\$500,000 each accident
2.	Auto Property Damage Liability	\$500,000 each accident
3.	Property Damage Liability- (other than automobile)	\$500,000 each accident \$500,000 aggregate operations \$500,000 aggregate protective \$500,000 aggregate contractual

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

4. "XCU" (Explosion, collapse, underground damage) --the contractor's liability policy shall provide "XCU" coverage for those classifications in which they are excluded.
5. Contractual Liability - work contracts--The contractor's liability policy shall cover such contracts when they are affected.

C. Subcontractor's Public Liability and Property Damage Insurance

The Contractor shall require each of his subcontractors to secure and maintain during the life of this contract; insurance of the type specified above and insures the activities of his subcontractors in his policy, as specified above.