

SUBMIT BID TO:

UNIVERSITY OF SOUTH FLORIDA

PROCUREMENT SERVICES
4202 E FOWLER AVENUE SVC-1072
TAMPA, FL 33620-9000

Telephone Number: (813) 974-2481

Web Address: <https://www.usf.edu/business-finance/purchasing/staff-procedures/index.aspx>

UNIVERSITY OF SOUTH FLORIDA

INVITATION TO BID

Form

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Pages

BIDS WILL BE OPENED October 16, 2018 at 3PM

BID NO. 19-07-MH

BID TITLE: Cooling Tower #5 Replacement Project

EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER

VENDOR NAME

REASON FOR NO BID

VENDOR REMITTANCE ADDRESS

CITY-STATE-ZIP

POSTING OF BID TABULATIONS

Bid tabulations with recommended awards will be posted for review by interested parties at the location where the bids were opened and will remain posted for a period of 72 hours. 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. Posting will be on or about:

E-MAIL ADDRESS: _____

5/7 business days after bid opening

AREA CODE

TELEPHONE NUMBER

TOLL-FREE NUMBER

I certify that this bid is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the vendor and that the vendor is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid on behalf of the Board of Trustees, a public body corporate, hereinafter known as the University, the vendor offers and agrees that if the bid is accepted, the vendor will convey, sell, assign, or transfer to the 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 University for price fixing relating to the particular commodities or services purchased or acquired by the University. At the University's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the vendor.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED) TITLE

WEB ADDRESS: _____

GENERAL CONDITIONS

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on the attached bid form shall be rejected. All bids are subject to the conditions specified herein. Bid responses, which do not comply with specified conditions, shall be rejected.

(e) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and standards there under.

1. **EXECUTION OF BID:** Bid must contain an original manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by vendor to his bid price must be initialed. The company name and E.I.N. number or social security number shall appear on each pricing page of the bid as required. Complete ordering instructions must be submitted with the bid.

(f) **INVOICING AND PAYMENT:** The vendor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the vendor's EIN number. An original the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. **VENDOR'S RIGHT TO PAYMENT:** Vendors providing goods and services to the University shall submit invoices to the University in order to receive payment. The University shall issue the Vendor's payment within 40 days (35 days for healthcare providers) after receipt of acceptable invoices, receipt, inspection and acceptance of goods and/or services provide in accordance with terms and conditions of the purchase order/contract. If payment is not made within said 40 days, a separate interest penalty (established pursuant to Section 55.03 (1) Florida Statutes) on the unpaid balance will be paid upon Vendor's written request to the University, providing said request is received by the University no later than 40 days from the date shown on the University's check. The interest provision applies after a 35-day period to health care providers as defined by rule. Interest of less than one (1) dollar will not be enforced. **INTEREST PENALTIES:** Payment shall be made in accordance with Section 55.03, F.S. that state the vendors' rights and the University agency's responsibilities concerning interest penalties and time limits for payment of invoices.

2. **NO BID:** If not submitting a bid, respond by returning only this vendor acknowledgement form, marking it "NO BID" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the bid mailing list. Note: To qualify as a respondent, vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.

(g) **VENDOR OMBUDSMAN:** The University's 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 813-974-2481. Written inquiries and requests for interest penalty payments can be addressed to: USF Accounts Payables, 4202 Fowler Ave., ADM 147., Tampa, FL 33620.

3. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. It is the vendor's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by facsimile or telephone are not acceptable. A bid may not be altered after opening of the bids. NOTE: Bid tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.

5. **ANNUAL APPROPRIATIONS:** The University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

4. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and include all packing, handling, shipping charges and delivery to the destination shown herein.

6. **DELIVERY:** Unless actual date 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 Monday through Friday, 8:00 a.m. to 11:30 a.m. and 1:00 p.m. to 4:00 p.m., excluding University of South Florida holidays, unless otherwise specified.

(a) **TAXES:** The University does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property or services. See tax exemption number on face of purchase order or agreement form. This exemption does not apply to purchases of tangible personal property or services made by vendors who use the tangible personal property or services in the performance of contracts for the improvement of University-owned real property as defined in Chapter 192, F.S.

(b) **DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

(c) **MISTAKES:** Vendors are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at vendor's risk. In case of mistake in extensions the unit price will govern.

(d) **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new, current standard production model available at time of the bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

ADDITIONAL TERMS AND CONDITIONS: No additional terms and conditions included with the bid 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 bid. 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 bid solicitation are the only conditions applicable to the bid and the vendor's authorized signature affixed to the vendor acknowledgement form attests to this.

7. **MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:** Any manufacturers' name, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). **MEASUREMENTS:** Customary measurements appearing in these specifications are not intended to preclude bids for commodities with metric measurements. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Vendor shall submit with his bid, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The University reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Purchaser 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 a Change Notice issued and signed by the University.
8. **INTERPRETATIONS/DISPUTES:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than forty-eight (48) hours prior to the ITB opening. Inquiries must reference the date of ITB opening and ITB number. No interpretation shall be considered binding unless provided in writing by the University in response to requests in full compliance with this provision. Any person who is adversely affected by the Agency'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 USF Regulation 4.02050(3). Failure to file a protest within the time prescribed in Section 120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.
9. **NOTICE OF ITB PROTEST BONDING REQUIREMENT:** Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the University pursuant to BOG regulation 18.002, shall post with the University at the time of filing the formal written protest, a bond payable to the 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 him 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 requesting agency's estimate of the contract amount for the exceptional purchase requested or \$10,000, whichever is less. In lieu of a bond, the 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 FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.**
10. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, F.S. All vendors must disclose with their bid the name of any officer, director, or agent who is also an employee of the University. Further, all vendors must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.
- AWARDS:** As the best interest of the University may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all ITBs or waive any minor irregularity or technicality in ITBs received. When it is determined there is competition to the lowest responsible vendor, evaluation of other ITBs is not required. Vendors are cautioned to make no assumptions unless their ITB has been evaluated as being responsive. All awards made as a result of this ITB shall conform to applicable Florida Statutes, and University Regulations, policies and Procedures.
11. **SAMPLES:** Samples of items, when called for, must be furnished free of expense on or before ITB opening time and date, and if not destroyed may, upon request, be returned at the vendor's expense. Each individual sample must be labeled with vendor's name, manufacturer's brand name and number, ITB number, and item reference. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within 90 days after ITB opening date. If instructions are not received within this time, the University shall dispose of the commodities.
12. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Others acceptable to the University may test items for compliance with specifications by the Florida Department of Agriculture and Consumer Services, or. Should the items fail testing, the University may require the vendor to reimburse the University for costs incurred by the University in connection with the examination or testing of the commodity including costs relating to transporting the commodity samples to the testing site, actual test costs, personnel costs and other applicable costs. The data derived from any tests 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. These items and items not delivered as per delivery date in ITB and/or purchase order may result in vendor being found in default in which event any and all procurement costs may be charged against defaulting vendor. Any violation of these stipulations may also result in:
- Suppliers name being removed from the University list.
 - All University departments being advised not to do business with the supplier without written approval from Procurement Services until such time as supplier reimburses the University for all procurement and cover costs.
13. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filling, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:
- Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - 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 damaged merchandise.
 - Retain the item and its shipping container, including inner packing material, until the carrier and the contract supplier perform inspection.
 - Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.
14. **15. 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 bid prior to their delivery, it shall be the responsibility of the supplier to notify Procurement Services 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.
16. **ADDITIONAL QUANTITIES:** For a period not exceeding 180 days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to the amount shown on the bid but not to exceed the threshold for category two at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY."
17. **SERVICE AND WARRANTY:** Unless otherwise specified, the vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Vendors must explain on an attached sheet to what extent warranty and service facilities are provided.
18. **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 bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the University, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise, and lack of knowledge by any vendor shall not constitute a cognizable defense against the legal effect thereof.
19. **PATENTS COPYRIGHTS, TRADEMARKS, ROYALTIES** and other Intellectual Property: The vendor, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, trademarked or unpatented invention, process, or article manufactured or supplied by the vendor. The vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by vendor or is based solely and exclusively upon the University's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement and will afford the vendor full opportunity to defend the action and control the defense.
20. Further, if such a claim is made or is pending the vendor may, at its options and expenses procure for the purchaser the right to continue use of, replace or modify the article to render it noninfringing. (If none of the alternatives are reasonably available, the University agrees to return the article on request to the vendor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the vendor uses any design, device or materials covered by copyright, patent or trademark, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
21. **ASSIGNMENT:** Any Purchase Order issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the ordering agency.
22. **LIABILITY:** The vendor shall save and hold harmless the University, its officers, agents and employees against any and all claims by third parties resulting from the vendor's breach of this contract, the vendor's negligence, and/or vendor's other wrongful acts
23. **FACILITIES:** The University reserves the right to inspect the vendor's facilities at any reasonable time with prior notice.
24. **PUBLIC PRINTING:** A vendor must have at the time of bid opening a manufacturing plant in operation which is capable of producing the items of bid, and so certify upon request of the agency. Every agency of the State, including agencies within the legislative and judicial branches of government, shall give preference to vendors located within the State when awarding contracts to have materials printed, whenever such printing can be done at no greater expense than, and at a level of quality comparable to that obtainable from a vendor located outside the State.
- Contract Not To Be Sublet:** In accordance with Printing Laws and Regulations printing contracts cannot be sublet. Printing shall be awarded only to printing firms. No contract shall be awarded to any broker, agent, or independent vendor offering to provide printing manufactured by other firms or persons.
 - Printing Adjustments, Overruns-Underruns:** No adjustment shall be accepted by an agency on any purchase of printing unless conditions or specifications of bid expressly so provide.
 - Communications:** It is expected that all materials and proofs will be picked up and delivered by the printer or his representative, unless otherwise specified. Upon request, materials will be forwarded by registered mail.
 - Return of Materials:** All copy, photos, artwork, and other materials supplied by the purchaser must be handled carefully and returned in good condition upon completion of the job. Such return is a condition of the contract and payment will not be made until return is effected.
 - Quality-Performance Analysis:** The vendor on any purchase of printing in excess of the threshold for category two shall complete and forward to Procurement Services the analysis form that accompanied his purchase order together with an invoice copy.
25. **PUBLIC RECORDS:** Any material submitted in response to this invitation to bid will become a public document pursuant to Section 119.07, F.S. This includes material which the responding vendor 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.
26. **DEFAULT:** Failure to perform according to this proposal and/or resulting contract shall be cause for your firm to be found in default in which event any and all procurement costs may be charged against your firm. Any violations of these stipulations may also result in:
- Vendor's name being removed from Procurement Services vendor mailing list.
 - All University agencies being advised not to do business with the vendors without written approval of Procurement Services.
27. **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.

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

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Special Conditions

Attention Bidding Entity: It is solely the responsibility of the bidding entity to visit the [USF Procurement Services Website](http://www.usf.edu/business-finance/purchasing/public-bids/available-bids.aspx) (<http://www.usf.edu/business-finance/purchasing/public-bids/available-bids.aspx>) forty-eight [48] hours prior to the closing time of this Invitation to Bid to verify that the bidding entity has received any addenda that may have been issued.

1. Opening Note to Vendors

Bidder's response to this Invitation to Bid shall be delivered to the **Procurement Services, University of South Florida, SVC 1073, 4202 East Fowler Avenue, Tampa, Florida 33620-9000**, no later than the submission deadline of **3:00 P.M. on October 16, 2018** according to the official clock located in the University's Purchasing Department. No other time-keeping source will be considered for this purpose. The University shall not extend or waive this time requirement for any reason whatsoever. Bids and/or amendments to the Invitation to Bid that arrive after the submission deadline above will not be accepted/considered for any reason whatsoever. These bids will be returned unopened to the vendor. No Bids or amendments will be accepted by telephone, fax, or email at any time. After the submission deadline above all timely bids received will be opened and recorded.

If bidder elects to mail/ship in its bid package, the bidder must allow sufficient time to ensure the University's proper receipt of the bid package by the time specified above. Regardless of the form of delivery, it is solely the responsibility of the bidder to ensure that the bid package arrives at the University's Purchasing Department prior to the submission deadline above.

Bids will be accepted up to, and no bids may be withdrawn after, the deadline for bids submission time and date shown above. Bids must be delivered in sealed envelopes/packages clearly marked: USF ITB 19-07-MH.

2. Event Schedule (Subject to Change)

ITB Issued	September 11, 2018
Pre Bid Meeting & Visual Inspection	September 25, 2018 @ 9:00am, location OPM 115
Bidder's Questions Due	October 02, 2018 by 2:00pm
Response to Questions Posted	October 09, 2018 by 5:00pm
Bid Opening	October 16, 2018 at 3:00pm
Bid Evaluations	October 16, 2018 to October 19, 2018
Intent to Award	October 23, 2018

3. Inquiries

The University will not give verbal answers to inquiries regarding the specifications, or verbal instructions prior to or after the award of this Invitation to Bid. A verbal statement regarding same by any person shall be non-binding. The University is not liable for any cost incurred by the Vendor in connection with the preparation, production, or submission of their Invitation to Bid including any increased costs resulting from the Vendor accepting verbal direction. All changes, if necessary, to the Invitation to Bid terms or specifications shall be made by written addendum to the Invitation to Bid and distributed electronically by e-mail only.

Any explanation desired by vendors must be requested of the University of South Florida Purchasing Branch in writing, and if an explanation is necessary, a reply shall be made in the form of an addendum, a copy of which will be posted on the Purchasing Department's website at <https://www.usf.edu/business-finance/purchasing/staff-procedures/index.aspx>. Vendors obtaining bid documents from any other source must review the Purchasing Department's website. Direct all inquiries to the Purchasing Manager, Michael Hernandez at mahernandez@usf.edu.

Note: Vendors are responsible to insure that the University has their point of contact as well as their name, title, company name, address, telephone, and e-mail address in order to receive any addenda.

4. Special Acknowledgments

Bidder(s) acknowledges and agrees:

A. That by executing:

1. The Invitation to Bid, "Bidders Acknowledgment" form that he/she has in fact read, understands and shall comply with all bid terms and conditions listed in the bid documents, technical specifications, and drawings, where applicable; and,
2. I certify to the best of my knowledge and belief, that the business or payee identified in this Invitation to Bid, and its

principals are not presently debarred, suspended, proposed for debarment ineligible, or voluntarily excluded by any Federal Department or Agency. To the extent this assertion proves inaccurate, USF may, in its sole discretion, terminate this agreement without penalty to USF.

- B. That the terms bidder and contractor are interchangeable in this bid document.
- C. That the University reserves the right to waive minor variations to specifications, informalities, irregularities and technicalities in any bids, to reject any and all bids in whole or in part with or without cause, and/or to accept bids that in its judgment will be the best low bid meeting specifications and school needs and be in the best interest of the University.

5. Award and Public Meeting Notices

Award will be made on the total offer to the lowest qualified bidder meeting all bid terms, conditions and specifications herein.

All award notices related to this Invitation to Bid will be posted for a minimum of seventy-two (72) hours on the bulletin board located outside of the Procurement Services, University of South Florida, SVC 1073, 4202 East Fowler Avenue, Tampa, Florida 33620-9000.

All public meeting notices related to this Invitation to Bid will be posted for a minimum of five (5) days prior to the meeting on the bulletin located outside of the Procurement Services, University of South Florida, SVC 1073, 4202 East Fowler Avenue, Tampa, Florida 33620-9000.

NOTE: all drawings and specifications are available as attachments under ITB 19-07-MH on the USF Purchasing web site: <https://www.usf.edu/business-finance/purchasing/public-bids/current-bids.aspx>

6. Mistakes

In the event of extension error(s), the unit price will prevail and the bidder's "Total Offer" will be corrected accordingly. In the event of addition error(s), the extended totals will prevail and the bidder's "Total Offer" will be corrected accordingly. Bidders must check their bid proposals/responses for any such errors and state the discount(s) in the proposal/response, where applicable. Failure to do so will be at the bidder's risk. The bid proposal for this ITB can be found on page 26.

In the event a mistake is included in a bid and the bidder makes a written request for withdrawal of the bid, that entire bid will not be considered for award of **ANY** of the Invitation to Bid. This policy applies to all requests for withdrawal. The only exception to this policy is where the mistake is the result of misinformation unknowingly supplied by the University and a waiver of the policy is approved by the Director or Associate Director of Procurement Services or his designee. The Director's or Associate Director's decision shall be final.

7. Discounts

Bidding entities are encouraged to offer a discount for prompt payment. **Please Note:** Discounts for prompt payment **will not** be considered in determining the lowest net cost for bid evaluation purposes. This is in accordance with General Condition No. 4(b), Discounts.

Payment terms for less than thirty (30) days without a discount will not be accepted. Any bid proposal offering payment terms of net 10 days, net cash, etc. will be changed to net 30 days, and the award will be made accordingly.

Timely Payment Problems: All Vendors providing goods and services to the University shall submit invoices to the University in order to receive payment. The University shall issue the Vendors' payment within thirty (30) days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the purchase order/contract. If the payment is not made within said thirty (30) days, a separate interest penalty (established pursuant to Section 55.03(1), Florida Statutes) on the unpaid balance will be paid upon Vendor's written request to University, providing said request is received by University no later than thirty (30) days from the date shown on the University's check. The interest provision applies after a 35-day period to health care providers as defined by rule. Interest of less than one (1) dollar will not be enforced.

Vendors shall submit detailed invoices sufficient for a proper pre-audit and post-audit thereof. Each invoice must clearly identify the USF purchase order number, services, portion of services, and expenses for which compensation is sought. The University reserves the right to return any invoice that does not comply with this requirement. Payment will be tendered only for services or the portion of services completed prior to the submission of the invoice, or for expenses incurred prior to such submission. The University shall determine the accuracy of all invoices. Invoices that have to be returned to the Vendor because of Vendor preparation errors will result in a delay of the payment. In such cases, the invoice payment requirements do not start until a properly completed invoice is provided to the University.

Vendor may request partial payment in the full amount of the value of service received and accepted by submitting a properly executed invoice, with supporting documents, when required by University. The University's 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 813-974-2481. Written inquiries can be addressed to: USF Procurement Services, 4202 E. Fowler Avenue, SVC 1073, Tampa, Florida 33620.

8. Qualifications of ContractorsA. **Pre-Award Evaluation:**

To be considered for award, the entity bidding this project shall:

1. ***Provide from the manufacturer a signed detailed warranty and a contractor's labor warranty before his/her bid will be accepted;***
2. **Not be a joint venture;**
3. **Have been regularly engaged in this type of business for a minimum of five (5) years prior to the opening date of this Invitation to Bid;**
4. **Be licensed to do business in the State of Florida;**
5. **Be both legally entitled to obtain permits and qualified to perform the work specified herein;**
6. **Have an active certified General Contractor's (CGC) license; a certified Mechanical Contractor (CMC) license and a certified Electrical Contractor (CEC) license. Vendors must provide documentation of the required licenses.**
7. **Submit verification of this project type application experience. Such proof shall consist of supporting product invoices including product nomenclature, project, location, and date of purchase. Such applications shall have been within the past five (5) years.**
8. **Provide submittals for the scope of work described in the University of South Florida – Cooling Tower #5 Replacement Project USF Project No. PD147018470102, USF CPT Replace Cooling Tower CT-5 Specifications 100% Construction Documents, USF CPT-006 Replace Cooling Tower #5, 100% construction Drawings prepared by Affiliated Engineers, Inc. Florida Certificate of Authorization No. CA-5140 Tioga Town Center, 12921 SW 1st Road, Suite 205, Newberry, FL 32669.**

B. Company Information Required: Each bidding entity shall furnish the following information:

1. Name and address of operating company, indicate type of business (i.e. Individual, Partnership, Corporation, other).
2. Number of years in the industry and provide the number of people regularly employed.
3. Work record showing the training and experience of the bidder's supervisors, superintendents and/or project foremen (include names, addresses and telephone numbers) who will be assigned to oversee this contract.
4. Evidence in writing that they maintain permanent places of business and have adequate equipment, financial position (balance sheet and profit/loss statement), personnel, and inventory to furnish the items offered satisfactorily and expeditiously, and can provide the necessary services.
5. Evidence, in writing on manufacturer letterhead, stating:
 - a) The manufacturer of each product certifies that he/she has examined the specifications and drawings;
 - b) That his/her product complies with the bid specifications and is compatible with the adjoining materials; and,
 - c) The manufacturer's product is designed to serve the purpose intended by this Invitation to Bid.
 - d) That said bidder is a factory authorized distributor for the Greater Tampa area for the item(s) for which said bidder has submitted this bid.
6. Work record showing the training and experience of the bidder's supervisors, superintendents and/or project foremen (include names, addresses and telephone numbers) who will be assigned to oversee this contract.
7. Furnish a list and brief description of all contracts that have been canceled within the last twenty-four (24) months. List shall be complete with contract dates, names, addresses, telephone numbers of owners and reason why contract was canceled.
8. Furnish a list and brief description of all contracts, current and within the last twenty-four (24) months, of comparable size and scope. List shall be complete with contract dates, names, address and telephone numbers of owners. References will be randomly checked. Negative responses judged to be significant by the Director of Purchasing will be sufficient cause for disqualification of your bid. The Director of Purchasing decision shall be final and binding.

C. The bidding entity shall solely be responsible for determining that any sub-contractor used on this project by his/her firm shall:

1. Be both legally entitled to obtain permits and qualified to perform the work required by these documents. All bidding entities shall be licensed to do business in the State of Florida; certified General Contractor's (CGC) license; certified Mechanical Contractor (CMC) License, and certified Electrical Contractor (CEC) License and must meet all the provisions of the Florida Statutes governing contractors (contractors must submit copy of valid general, builders, mechanical, electrical, plumbing or specialty contractor's license as part of bid package).
2. Have successfully completed similar installations of comparable size, scope and cost.

D. Any bidding entity shall be legally entitled to obtain permits and qualified to perform the work required by these documents. All bidding entities shall be licensed to do business in the State of Florida.

E. Vendor Requirements: The vendor shall have in his possession applicable permits, licenses, etc., that may be required by Federal,

State, County, or other local laws to furnish services under the scope of this contract and may not be in violation of any zoning or other ordinances in the performance of this contract.

Please Note: The above information must be furnished with your bid response to be considered for the award.

Failure to furnish all of the above information with your bid response may be sufficient cause for rejection and/or disqualification of your Invitation to Bid response as non-responsive.

9. Pre-Bid Conference/Visual Inspection

It is solely the contractor's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including, but not limited, to possible interference from academic or other University activities. To aid you in becoming informed, the contractors or his/her designees must attend the mandatory pre-bid conference being held in the Physical Plant Operations building (front) Conference Center (OPM 115) on **Tuesday, September 25, 2018 @ 9:00am** followed immediately by a **one (1) time** visual inspection. **Any prospective contractor or his/her designee arriving to OPM 115 after 9:10 A.M. by the official clock in the OPM Building shall not be allowed to enter the conference room nor be eligible to bid this project. No other time keeping device will be considered for this purpose.** University representative(s) will be available at this time to answer questions related to this Invitation to Bid. Any suggested modifications may be presented, in writing to and/or discussed with the University's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Invitation to Bid.

Special Note: *Persons attending the mandatory pre-bid conference are required to turn their cell phones off before entering the conference room.*

Division of Management Services certified minority business enterprises are cordially invited to attend the pre-bid conference and one (1) time visual inspection to become familiar with the project specification and to become acquainted with prospective contractors interested in bidding the project.

Please be aware the Tampa campus has parking shortages. You will need to obtain a parking decal from the USF Visitor's Information Center prior to parking on the Tampa Campus. If you are unable to arrive at Pre-Bid Conference/Visual Inspection meeting because you are unable to find either a parking space or the designated meeting location, that is not sufficient reason to be admitted after the designated meeting start time.

Failure to attend this pre-bid conference/visual inspection shall result in the disqualification of your bid.

Directions to Pre-Bid Conference Location:

1. Enter at the University's main entrance off of Fowler Avenue.
2. Pull into the USF Visitor's Reception Center and obtain a temporary parking permit at your expense (failure to do so is at your own risk).
3. Upon leaving the USF Visitor's Reception Center, turn right onto USF Leroy Collins Boulevard and get into the left hand turn lane.
4. Turn left at the traffic light onto USF Alumni Drive.
5. Proceed to the traffic light at USF Alumni Drive/USF Magnolia Avenue; make a right turn onto USF Magnolia Avenue and continue onto the traffic light at the corner of USF Magnolia and USF West Holly.
6. At the light, make a right turn onto USF West Holly Drive.
7. Stay in right hand lane.
8. Go over speed bump (USF Central Plant and USF Water Tower will be on left side of road); turn right into parking lots upon passing the Central Plant.
9. The Facilities Management/OPM Building is located across the street between the USF Central Plant and the USF Post Office.

Note: Contractors are urged to obtain a visitor's parking permit and a campus map from the USF Information Center located at the University's main entrance on Fowler Avenue prior to the scheduled pre-bid conference time. **Failure to obtain a visitor's parking permit may result in the vehicle being ticketed and/or towed.**

10. Completion Time

Completion time is of the essence in the award of this Invitation to Bid. The work, to be performed under this contract, shall be **100%** complete on or before **May 31, 2019** per the time schedule as follows:

- A. Construction on-site start date is on December 3, 2018;
- B. Be substantially complete on or before May 31, 2019; and,
- C. Be finally complete on or before June 28, 2019.

Bids which cannot comply with the above Base Bid schedule will not be considered for award.

11. Liquidated Damages

The parties recognize and agree that the actual damages to the University which will occur as a result of any delay in the completion of this contract by Contractor are not readily ascertainable at the time of the formation of this contract. Therefore, in the event of any such delay, regardless of cause, Contractor shall pay liquidated damages to the University in the sum of \$500.00 per calendar day for each day that any part of the work remains uncompleted after expiration of the time allowed for completion of the work or as expressly increased by a change order. Overhead expenses constitute only a part of the total damages that will be sustained by University in the event of a delay. Therefore, in addition to the liquidated damages for the unascertainable damages, Contractor shall be liable for and shall pay to the University any and all overhead expenses incurred by the University as a result of Contractor's delay in completing the contract work. The University may deduct from any retainage balance or other monies due the Contractor, the amount of liquidated damages as calculated and any overhead expenses incurred by the University as a result of Contractor's delay in completing the contract work.

If all or any part of any provision of this contract (or bid) is rendered unenforceable by a court of competent jurisdiction, the remainder of the provision and all other provisions shall remain in full force and effect.

12. Product Options and Substitutions

Product options and substitutions will not be accepted for this project.

13. Drawings and Specifications

- A. Drawings and specifications are available for purchase at bidder's expense at New Age Reprographics, LLC, 3642 West Kennedy Blvd., Tampa, FL 33609, telephone number (813) 426-3272. University of South Florida Health Center – Cooling Tower #5 Replacement Project USF Project No. PD147018470102 Bid Documents Project Manual ("Project Manual") August 27, 2018 and Drawing S-01, S-02, S-11, S-12, S-31, S-32, S-51, S-52, S-53, M-11, M-12, M-21, M-51, M-52, M-61, M-71, E-11, E-12, E-61, E-62 & E-63 ("Drawings") as prepared by Affiliated Engineers, License #: CA-5140, Tioga Town Center, 12921 SW 1st Rd. Suite 205, Newberry, FL 32669 are incorporated herein by reference.

NOTE: Project Manual and Drawings are available on the USF Procurement Services website:

<https://www.usf.edu/business-finance/purchasing/public-bids/current-bids.aspx>

- B. Drawings and specifications may show and describe the features of the area but do not purport to be absolute in every way. The Contractor is to verify the location of all features as may affect the work. Their general intent is to delineate the scope of work, layout and quality of workmanship. They are not intended to show in minute detail each and every accessory intended for the purpose of execution of the work, but it is understood that such details are part of this work.
- C. Where drawings, specifications and existing conditions conflict or if "errors or omissions" are present, it is solely the Contractor's responsibility to bring such conflict to the attention of the University's Project Manager(s) for clarification. Failure to do so shall be at the contractor's risk. No work shall proceed until so authorized, in writing, by the University Project Manager(s).
- D. In case of discrepancy concerning:
1. Technical specifications shall take precedence over the graphic drawings unless drawings are more stringent. Explanatory notes on the drawings shall take precedence over conflicting drawing identifications.
 2. Quality and/or quantity within the documents, the Contractor shall include the better quality and/or greater quantity unless otherwise determined, in writing, by the University Project Manager(s).
- E. **The drawings shall not be scaled for dimensions.** If figured dimensions are not given on the drawings, the Contractor shall request same, in writing, from the University Project Manager(s).
- F. The Contractor shall keep a record of the locations of all concealed work. Upon completion of the job, the Contractor shall supply the University Project Manager(s) as-built drawings showing, in color pencil on black-line prints, any deviations from the original drawings, where applicable. Deviations in size and depth should also be noted. Drawing(s) shall further indicate locations and dimensions of all concealed work.

14. Warranty

The awarded contractor shall provide all warranties in accordance with Project Manual and Drawings.

15. Guarantee and Testing

The contractor shall:

- A. Test, adjust and place cooling tower materials in satisfactory operating condition.

- B. Furnish a letter addressed to the University advising that the completed systems have been installed in accordance with the plans, specifications and manufacturer’s requirements and are in proper operating condition.
- E. Perform all testing in the presence of the University Representative.

16. Owner's Rights Reserved

The University reserves the right to make inspections and tests, when deemed advisable, to ascertain that requirements of the contract are being fulfilled. Should it be found that the standards specified are not being satisfactorily maintained, the University may immediately demand that the contractor comply with the Invitation to Bid to meet these requirements. If the contractor fails to comply with such demands within two (2) calendar days, the University shall serve written notice to the contractor stating the reason(s) for intention to terminate the contract. If, within two (2) calendar days after serving such notice upon the contractor, such violation(s) have neither ceased nor have satisfactory corrections been made, the contract shall, upon expiration of said two (2) days, cease and terminate. The liability of such contractor and/or his surety for any and all such violation(s) shall not be affected by any such termination. Should termination occur, contractor will be held in default.

In accordance with Section 287, Florida Statutes, the University reserves the right of unilateral cancellation for refusal by the contractor to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 and made or received by the contractor in conjunction with this project.

17. Indemnification

The awarded contractor agrees to indemnify and hold free and harmless, assume liability for and defend the State of Florida, the State Board of Education, the State Board of Governors, the University of South Florida Board of Trustees, the University of South Florida and their officers, employees and agents, and the University's Architect/Engineer Consultants from and against any and all actions, claims, liabilities, assertions of liability losses, costs and expenses, including but not limited to attorney's fees, reasonable investigative and discovery cost, court costs, claim or claims for bodily injury or death of persons and for loss of or damage to property, in law or in equity, of every kind and nature whatsoever, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from the presence, activities and promotions of every kind and nature whatsoever of Vendor and/or Vendor’s officers, employees, agents, contractors, and sub-contractors, in connection with this Invitation to Bid.

18. Insurance

- A. The Vendor shall not commence any work in connection with this contract until obtaining, at a minimum, all of the following types of insurance and having such insurance approved by the University. The Vendor shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained. All insurance policies shall be with insurers qualified to do business in Florida. The Vendor shall furnish the University proof of insurance coverage by certificates of insurance no later than ten (10) days after Contract award. All required insurance policies shall name the University of South Florida Board of Trustees, State Board of Governors and the State of Florida as additional named insured.
- B. The Vendor must 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 Vendor shall require the insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Vendor's insurance. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in work under his contract at the site of the project is not protected under Worker's Compensation statute, the Vendor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the University, for protection of the employees not otherwise protected.
- C. The Vendor must secure and maintain during the life of the Agreement, COMPREHENSIVE GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE which shall protect the Vendor and its officers, employees, servants, agents, and University from claims for damages and 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 the Vendor or by anyone directly or indirectly employed by the vendor and the amounts of such insurance shall be for, at a minimum, the amounts as follows:

Limits of Liability

1.	Each Occurrence Limit	\$1,000,000.00
2.	Personal Injury and Advertising Injury Limit	\$1,000,000.00
3.	Fire Damage Limit (any one [1] fire)	\$ 500,000.00
4.	Medical Expense Limit (any one [1] person)	\$ 5,000.00
5.	Products and Completed Operations Aggregate Limit	\$1,000,000.00
6.	General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000.00
7.	Business Auto Liability Insurance	

	Combined Single limit	\$ 500,000.00
8.	Umbrella or Excess Liability	\$2,000,000.00

- D. The University is exempt from paying, and is in no way liable for, any sums of money which may represent a deductible in any vendor's insurance policy. The payment of such deductible is solely the responsibility of the Vendor obtaining the insurance.

Sub-Contractor's Liability Insurance: The Vendor shall require each of the sub-contractors to secure and maintain during the life of this sub-contract, insurance of the type and in the amounts specified above or shall so insure the activities of his sub-contractors in his policy.

Owner's and Vendor's Protective Liability Insurance: The Vendor shall secure and furnish an Owner's Contractors Protective Liability Insurance Policy with the following minimum limits:

1.	Each occurrence	\$1,000,000.00
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(Explosion, Collapse, Underground Damage): The Vendor's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.

The vendor shall indemnify and hold harmless the University of South Florida Board of Trustees, State Board of Governors and the State of Florida employees from and against any losses, claims, demands, payments, suits, action recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act or omission of the Vendor, the Vendor's agent, or employee in the execution of the work or in consequence of any

negligence or carelessness in guarding the same.

Inland Marine Insurance: The Vendor shall secure and maintain during the life of this Contract a "Builder's Risk Policy" with all risk perils (or special risk perils).

Certificate of Insurance: Certificate of Insurance forms will be furnished by the Vendor with contract documents. These shall be completed and signed by the authorized Resident Agent and returned to the Office of Procurement Services. This certificate must be dated and show:

- (1) The name of the insured contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
- (2) A statement that the Insurer will mail notice to the University with a copy to the Architect/Engineer at least thirty (30) days prior to any material changes in provisions or cancellation of the policy except (10) days for non-payment of premium.

19. Bid Bond

A Bid Bond is required for this project.

20. Performance/Payment Bond

If the total offer totals \$100,000.00 or more, a performance and payment bond will be required of the successful contractor in an amount sufficient to cover the total amount of the bid award (inclusive of any alternates awarded). **(Cost of the performance/payment bond shall be incorporated in the contractor's "TOTAL OFFER". Failure on the part of the contractor to incorporate the bond cost will be at contractor's risk.)**

If the base bid totals \$100,000.00 or more, the successful contractor shall furnish a surety bond as security for faithful performance of order(s) awarded as a result of this bid, and for the payment of all persons performing labor, and on their furnishing material in connection therewith. **Surety of such bond shall be in an amount equal to the bid award (i.e., base bid and any alternate(s) selected) and shall be revised to incorporate any change orders approved by the University during the project.**

The attorney-in-fact who signs the bond shall:

- a) Be with insurers qualified and doing business in the State of Florida;
- b) Hold a certificate of authority authorizing it to write surety bonds in the State of Florida;
- c) Have twice the minimum surplus and capital required by the Florida Insurance Code at the time the Invitation to Bid is opened;
- d) Be in full compliance with the provisions of the Florida Insurance Code;
- e) Hold a currently valid certificate of authority issued the United States Department of Treasury under 31 U.S.C. SS. 9304-9308;
- f) Have a best rating of not less than B-;
- g) Furnish his company's name and telephone number; and,
- h) File with the bond a certificate and effective dated copy of power of attorney.

This performance and payment bond in the amount equal to the bid award (including any alternates), shall be received by the Director of Purchasing no later than **ten (10) business days** after notification of award.

21. Materials and Equipment

A. Contractor shall:

1. Guarantee that all equipment and materials furnished are new, first quality products meeting original equipment manufacturer (OEM) specifications, but are not required to be furnished by OEM specifically specified herein.
2. Furnish **non-proprietary** equipment and **non-proprietary** material items necessary to complete this project in a satisfactory workmanlike manner.
3. Guarantee to comply with manufacturer's Technical Specifications.

Such **non-proprietary** equipment and **non-proprietary** material items shall be of the type normally used for this type of construction, except as specifically called for otherwise. Failure of Contractor to supply approved **non-proprietary** equipment and **non-proprietary** material items will be sufficient cause for holding the contractor in default and may trigger the University's right to terminate said contract.

B. Items and materials that are to be incorporated into the project in a permanent fashion shall first be reviewed with the University Representative/Architect/Engineer via manufacturer's shop drawing and product data submitted by the Contractor.

C. All items and materials referenced herein shall be considered as standard. Bids offering alternate materials to those referenced must indicate the substitution and include the manufacturer's technical data and application specifications for review of equivalency. Failure of Contractor to indicate alternate materials will be interpreted by the University to mean that the exact brands referenced will be used.

22. Familiarity with Laws and Codes

The Contractor shall familiarize himself/herself and comply with all Federal, State, County, and Local Laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Contractor will in no way relieve Contractor from his/her responsibility. Further, all work shall conform to all applicable laws and ordinances and to regulations of the local utility companies. Work shall be in accordance with the latest adopted edition of, but not limited to, the following codes and standards at the time of permitting.

- A. The Florida Building Code
- B. National Electric Code
- C. Fire Prevention and Life Safety Code
- D. National Fire Protection Association
- E. OSHA Standards

23. USF Building Code Administration Program

The awarded contractors are solely responsible for knowing the University's requirements and ensuring full compliance with the USF Policy 6-019, USF Building Code Administration Program prior to beginning any project. The University's Representative for the Building Code Program is Mr. Roy Clark, telephone number (813) 974-0893. Please contact Mr. Clark for a copy of the University's policies and procedures.

24. Parking

The awarded contractor shall ensure that all vehicles parked on campus for purposes relating to the work resulting from the award of this bid shall have proper parking permits. This includes all personal vehicles of the individuals working on the project and all marked or unmarked company vehicles which will be on any USF campus for an extended period of time (more than three days at a time or on a recurring basis). Annual, semester, monthly, weekly, or daily permits are available from Parking and Transportation Services for a price. Drivers of personal vehicles and company vehicles will be expected to observe all parking rules and regulations. Failure to obtain permits and properly display them could result in tickets and/or towing at the company's or individual's expense. For additional parking information, call 813/974-3990, or access website: <http://www.usf.edu/administrative-services/parking>.

25. Submittals

Contractor must provide submittals in accordance with Project Manual and Drawings.

26. Barricades

The awarded contractor shall provide all barricades and take all necessary precautions to protect buildings (interior and exterior finishes), equipment, personnel, designated trees and shrubbery, where applicable. Protective barricades for pedestrian safety shall be "handicapped" safe and may be in the form of a reusable safety fence made of two (2") inch square flexible high density orange polyethylene mesh or approved equal. Barricades for trees and shrubbery, where applicable, shall be of 2" X 4" wood construction placed at the drip line. The awarded contractor shall complete all work in every respect, accomplish such work in a workmanlike manner, and provide for removal of all barricade devices from University property at the completion of the project.

27. Temporary Facilities

Contractor shall comply with Technical Specifications.

- Water:** The Contractor shall provide and bear all expenses required to install its own temporary water service. All necessary connections, pipes, hoses, etc. shall be provided by the Contractor and removed upon completion of the project. If the connection is made to the University's system, the Contractor shall provide meter with backflow assembly and shall reimburse the University for all cost incurred.
- Electricity:** The Contractor shall furnish and bear all expenses required to install its own temporary electrical service meter, or generator. Electricity will be billed to the Contractor through the local Electric Company. All connections to the power source, cables, equipment, temporary lighting, etc. shall be provided by the contractor. All temporary wiring shall be maintained in a safe manner and removed upon completion of the project.
- Telephone:** The Contractor shall provide and bear all expenses required to install its own temporary telephone service. Contractor shall make all necessary arrangements with the local Telephone Company. All necessary connections, telephony equipment, cables, wiring, etc. shall be provided by the Contractor. All temporary wiring shall be maintained in a safe manner and removed upon completion of the project.
- Sanitary:** The Contractor shall provide and bear all expenses required to install its own temporary sanitary facilities (i.e. self-contained port-a-lets, etc.). Such facilities shall be maintained in a safe manner and removed upon the completion of the project.
- Materials:** The Contractor shall be responsible for receiving, unloading, handling, storage and security of any equipment or materials supplied or utilized on this project. The University Representative/Architect/Engineer shall designate a specific storage area for contractor use. Any temporary fencing shall be maintained in a safe manner and removed upon the completion of the project.

28. Cutting and Patching

All cutting and patching shall be performed in accordance with the Project Manual and Drawings.

29. Schedule of Values

The awarded contractor shall submit the Schedule of Values as stipulated in the Technical Specifications, Submittals, Section 01 33 00, Submittal Procedures 1.2, Sub-Section Schedule of Values 1.3C. Each item shall include a true, proportionate amount of the contractor's overhead and profit. The sum of all values shall equal the contract.

30. Supervisors

The awarded contractor shall:

- A. Present to the University Representative at the pre-construction conference a notarized list of proposed supervisors, project foremen, or superintendents for the project. Changes may be made, as needed, to this list throughout the project. Any changes made by the awarded contractor shall result in a **revised** certified list being presented to the University's Representative prior to any payment request. **Failure to comply with the above may result in a delay in the processing of your payment request.**
- B. Have a competent supervisor on the project site when any work is being performed. No work shall be done unless a project foreman, superintendent or competent supervisor is on the project site for all sub-trades, including, but not limited to, mechanical, electrical, or plumbing.

31. Sub-Contractors and Material Suppliers

If the prospective contractor contemplates the use of sub-contractors, as a further condition of award of a contract, the prospective contractor must certify in writing that all of its sub-contractors are appropriately licensed and are registered with the State of Florida in accordance Florida Statutes Chapters 607 or 620, and such statement will include any sub-contractors' corporate charter numbers. For additional information on registering, the prospective contractor should contact the Florida Secretary of State's Office.

Each prospective contractor shall list, on the bid proposal page (page 26), all proposed sub-contractors and material suppliers intended for this project. No changes to this list shall be made without the express written consent of the USF - Purchasing Branch. Any request for changes shall be made in writing, to the USF - Procurement Services SVC 1073, 4202 East Fowler Avenue, Tampa, Florida 33620-7500, clearly stating the reasons for the change. The University reserves the exclusive right to either approve or reject such request for change.

Contractor agrees that the University's or its consultant's decision is final and binding. Contractor understands and agrees that he/she is solely responsible to the University of South Florida for all work specified herein; and, that subsequent review of sub-contractors and/or material suppliers by the University or its consultants does not relieve the contractor and/or his surety of any liability or obligation stipulated herein. **Failure to comply with the above may result in termination of this contract.**

The awarded contractor shall be fully responsible for all acts and omissions of its sub-contractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent as if they were employed by the awarded contractor. Nothing in the bid documents shall create any contractual relationship between any sub-contractor and the University or any obligation on the part of the University to pay or to see to the payment of any monies due any sub-contractor, except as may otherwise be required by law. The University may furnish to any sub-contractor, to the extent practicable, evidence of amounts paid to the awarded contractor for specific work done.

The awarded contractor agrees to bind specifically every sub-contractor to the applicable terms and conditions of the bid documents, including but not limited to General Conditions and Special Conditions, for the benefit of the University.

All work performed for the awarded contractor by a sub-contractor shall be pursuant to an appropriate written agreement between the awarded contractor and the sub-contractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the University as trustee. The awarded contractor shall pay each sub-contractor an appropriate amount, determined by the value of the work, of any insurance monies received by the awarded contractor under this insurance.

The University shall be an intended beneficiary on the written agreements between the awarded contractor and its sub-contractors.

32. Contractor Guarantees and Assurances

- A. The awarded contractor acknowledges and understands that the work is being performed on public property owned by the University of South Florida which may at various times during the completion of the work be occupied by students, faculty, staff and general public. Accordingly, in order to secure the property, and otherwise comply with applicable law, the contractor agrees to the following provisions and also agrees that the failure to comply with any of these provisions may result in the termination of this contract.
- B. The awarded contractor shall guarantee, but not be limited to, that all work performed under this contract shall:
 1. Be done in complete compliance with all OSHA regulations;
 2. Conform to the University Design and Building Standards;
 3. Comply with the standard regulatory codes for the National Mechanical Code, ASHRAE, City of Tampa, State of Florida and the University of South Florida, and the specifications listed herein; and,
 4. Be done in a neat and workmanlike manner.
- C. The awarded contractor shall ensure his/her employees and/or any sub-contractors are in compliance with the following while assigned to any project:
 1. That uniforms and/or dress codes shall be inclusive of, but not limited to, neat and clean company uniforms that are appropriately and easily identifiable and accompanied with clearly visible identification badges while on any USF campus.
 2. That under no circumstances shall any worker show up for work on any project wearing cut-off pants, torn shirts, tank tops, sliced-up jeans, and/or any other obscene and/or offensive motif clothing.
 3. That violate the Physical Plant's Uniform codes (see Item A and B above) of dress in the opinion of the University's Representative(s) shall be immediately removed from the University's property and shall not be allowed to report back to work unless dressed appropriately.
 4. Shall not converse with students and/or faculty.
 5. **Shall refrain from profanity, obscene gestures, catcalls, whistles, or any other inappropriate behavior** toward any other person while on USF property.
 6. **Profanity of any type (verbal and/or obscene gestures) is strictly forbidden and will be grounds for contract cancellation.**
 7. That violate the basic code of conduct shall be immediately removed from the University's property and shall not be allowed to report back to work unless conduct is appropriate.
 8. Shall arrive at work drug-free and sober and are advised that consumption of alcoholic beverages **and/or any other drugs** is strictly forbidden during working hours, whether consumed on or off USF property.
 9. Speak and understand instructions given in English.
 10. That all work is performed in a neat and workmanlike manner.
 11. Have all the tools, equipment, ladders, and etc. necessary to perform the work specified herein.

- D. The awarded contractor shall provide both police background checks and fingerprinting on each and every employee or potential employee who will perform any work as stipulated under this contract. This is to ensure that the personnel hired does not represent a threat to the safety and security of the University's students, personnel and/or property.

33. Pre-Construction Conference

After the award, a conference will be scheduled between the University Representative(s) and the Contractor and/or his designated superintendent. This conference shall be a forum for addressing the following issues among others:

- A. Contract administrative requirements;
- B. Channels and procedures for communication;
- C. Processing of Bulletins, Field Decisions, and Change Orders;
- D. Rules and regulations governing performance of work;
- E. Procedures for safety and first aid, security, quality control, clean-up, housekeeping and other related matters;
- F. Expectations of the Contractor;
- G. Contractor's submittal of:
 - 1. A notarized list of sub-contractors proposed for the project;
 - 2. A list of proposed supervisors, project foremen, or superintendents;
 - 3. The Schedule of Values; and,
 - 4. Shop drawings.
- H. Clarifying additional questions concerning the project.

34. Progress Schedule

The awarded contractor shall present the following at the pre-construction conference:

- A. Prepare and submit to the University Representative/Architect/Engineer a critical path, activity schedule to complete the project within the specified time;
- B. Provide a written plan for keeping the project on schedule if the project falls more than two (2) weeks behind schedule;
- C. Update said schedule weekly throughout the project against the original proposed baseline to present an accurate reflection as to the progress of the project.

35. Protection of Facilities and Property

From the time the awarded contractor commences and until final acceptance by the University of **any** work specified on the Invitation to Bid, awarded contractor is required to initiate and maintain measures which shall be proper and adequate to protect the building, its contents and any surrounding areas against damage by the elements.

Further, the awarded contractor shall at all times guard against damage or loss to the property of the University or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The University may withhold payment or make such deductions from payments as it deems necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded contractor or his agents.

Further, provide adequate protection for both curbs/sidewalks/grass areas over which trucks and equipment pass to reach the project site and repair/replace all damaged areas, at no cost to the owner.

36. Clean Up

The awarded contractor shall be responsible for and ensure that:

- A. All work is properly protected.
- B. All rubbish and/or debris is promptly removed and lawfully disposed of off University property.
- C. All exposed work and/or fixtures are carefully cleaned prior to final acceptance.
Do not use the campus receptacles.

37. Inspection of Completed Project

All work is subject to inspection and acceptance by the University's Representative/Architect/Engineer, or his designee.

38. Correction of Work

The Contractor shall promptly correct work rejected by the University Representative/Architect/Engineer for failure to conform to the requirements of the contract documents, whether observed before or after substantial completion and whether fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected work, including additional testing and inspections and compensation for the University Representative/Architect/Engineer's services and expenses made necessary thereby. **Such cost shall be deducted directly from the vendor's invoice prior to payment being made.** The Contractor shall commence correction of the work within two (2) calendar days after the date of the written notice from the University Representative/Architect/Engineer.

39. Payment

A. Based upon Contractor's Applications for Payment submitted to the Architect, the University shall make progress payments to the Contractor as follows:

Monthly less 10% of approved payment
Final Billing – All monies retained

B. Such Application for Payment shall be notarized and supported by such data substantiating the Contractor's right to payment, as the University and/or Architect/Engineer may require, such as copies of requisitions from sub-contractors and material suppliers including "Waivers of Lien". (See Attachment A.)

C. Retainage shall be withheld from the payment request in an amount of ten (10%) percent of the approved payment. At no time will less than an accumulated retainage of ten (10%) percent of monies paid to the Contractor be held. The University will release the retainage (less damages, if any) via a promptly submitted payment request upon total completion and acceptance of the work by the University.

D. Every request for payment shall:

1. Be in the form of an "Invoice" on company letterhead;
2. Be accompanied by a properly executed "Contractor's Affidavit and Certificate of Completion". The Contractor will receive a blank certificate with the purchase order. Additional copies may be obtained by calling the Purchasing Department at (813) 974-2481.
3. Cite the purchase order number and the bid number;
4. Be submitted to the University Representative/Architect/Engineer in detail sufficient for a proper pre-audit and post-audit thereof;
5. Clearly identify the services, portion of services, and expenses for which compensation is sought; and,
6. Be accompanied with applicable "Waivers of Lien".

E. If this Invitation to Bid includes reimbursement for travel expenses, such reimbursement must comply with Sections 287.058(1)(b) and 112.061, Florida Statutes.

F. Final payment shall **not** be made until the Contractor has furnished the University with signed and dated releases of lien from all laborers, material suppliers, and sub-contractors that they have no claims against the Contractor for the work performed under this contract. Said statement shall clearly identify the University's Invitation to Bid No., project name and corresponding University purchase order number.

G. The State of Florida does not pay Federal Excise and Sales taxes on direct tangible personal property. See exemption number 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 in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, Florida Statutes.

H. The University requires the Contractor to submit a Certificate of Contract Completion form with all requests for payment, whether partial or full, for performance of this contract. Such certification requires acknowledgment of the requirement to pay all subcontractors and suppliers, their prorated portions, within seven (7) working days after receipt of any partial payment in accordance with the provisions of Section 287, Florida Statutes. Failure to pay the prorated portion due to all subcontractors and suppliers within the seven (7) working days will require the Contractor to pay a penalty in the amount of one-half (1/2) of one (1%) percent of the amount due, per day until payment is complete. Any Contractor found not in compliance with this payment provision may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved subcontractor or supplier. The Department of Legal Affairs may provide legal assistance to subcontractors or suppliers in proceedings brought against any Contractor under the provisions of the Florida Statutes.

Contractor's request for full or final payment, including any retainages, shall be accompanied with a Release of Lien from all subcontractors and suppliers who performed work or provided services under this contract.

- I. Timely Payment Problems: The University shall issue the Vendors' payment within 40 days (35 days for healthcare providers) after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the purchase order/contract. Any penalty or delay in payment shall be in accordance with section 55.03, Florida Statutes. The University's 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 813-974-2481.

40. Project Meetings

Project meetings are as stipulated in the Technical Specifications, Section 03 31 19, Project Meetings, Section 1.6, or as directed by the University Representative/Architect/Engineer to coincide with the proposed pay request, at which time work in progress/work completed status will be reviewed.

41. Interpretation of Bidding Documents/Written Addenda

No interpretation of the meaning of the drawings, specifications, or other bidding documents, and no correction of any apparent ambiguity, inconsistency or error therein will be made to any bidder orally. Any request for such interpretation or correction should be in writing, addressed and delivered to Procurement Services.

In case the University finds it expedient to supplement, modify or interpret any portion of the bidding documents prior to the bid opening date, such procedure will be accomplished by the issuance of written addenda to the Invitation to Bid which will be delivered or mailed to all prospective bidders at the address furnished for such purpose. Failure to return any or all addenda may be sufficient cause for disqualification of your bid/proposal.

42. Notice to Vendors

The University shall not accept nor be responsible for payment of invoices for commodities, goods, contractual services, licenses or leases of space **without** an official University purchase order number printed on the vendor's invoice. Vendors should not accept any order from the University **without** an official University purchase order or the use of an official University Procurement Card.

43. Disposition of ITB/ITN Responses

All ITB/ITN solicitation responses become the property of the University of South Florida (hereinafter known as USF), and USF shall have the right to use all ideas, and/or adaptations of those ideas, contained in any solicitation response received in response to this competitive solicitation. Any parts of the solicitation response, and any other materials(s) submitted to USF with the solicitation 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. USF's selection or rejection of a solicitation response will not affect this exemption.

44. Terms and Conditions

No additional terms and/or condition included with the bid response shall be evaluated or considered. All such additional terms and/or conditions shall have no force and/or effect and are inapplicable to this bid. If submitted either purposely through intent, design or inadvertently appearing separately in transmitted letter, specifications, literature, price estimates and/or warranties, it is understood and agreed that the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder's Invitation to Bid cover page attests to your acknowledgement and agreement to this.

45. Force Majeure

Except with regard to a party's obligation to make payment(s) due under Paragraph 4, no default, delay or failure to perform on the part of the either party shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform was caused by Force Majeure. For the purposes of this paragraph, "Force Majeure" means any causes beyond either party's reasonable control and shall include, but not be limited to, strikes, lockouts or inactions of governmental authorities; epidemics; acts of terrorism; war; embargoes; fire; earthquake; acts of God; or default of common carrier. In the event of Force Majeure, 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 excused default, delay or failure to perform. The party whose performance is prevented by Force Majeure must provide notice to the University. Initial notice may be given via e-mail, written notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible.

46. W-9 Form

The awarded Vendor will need to complete and return a W-9 Form prior to the final contracting of the project if not active in the USF Vendor File.

47. Unauthorized Aliens

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A.12 of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

48. Access to Records

The University of South Florida, the Federal Sponsoring Agency, the Comptroller General of the United States or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the successful bidder(s) which are pertinent to the purchases resulting from this Invitation to Bid for the purpose of making audits, examinations, excerpts and transcriptions.

49. Open Competition

The University encourages free and open competition among vendors. Whenever possible, specifications, invitations to negotiate, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the University's needs and the accomplishment of a sound economical operation. The Vendor's signature on their ITB/ITN proposal guarantees that the prices quoted have been established without collusion with other Vendors and without effort to preclude the University from obtaining the lowest possible competitive price.

50. The Copeland "Anti-Kick Back" Act

The awarded bidder(s), where applicable, shall comply with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR. Part 5). Also refer to website: <http://www.dol.gov/whd/regs/statutes/copeland.htm> for additional information.

51. The Davis-Bacon Act (Construction Only)

The awarded bidder(s), where applicable, shall comply with the Davis-Bacon Act (40 U.S.C. 276a-a7) and as supplemented by the Department of Labor regulations (29 CFR. Part 5). Also refer to website: <http://www.dol.gov/whd/govcontracts/dbra.htm> for additional information.

52. Contract Work Hours and Safety Standards Act

The awarded bidder(s), where applicable, shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Acts (40 U.S.C. 327-330) as supplemented by the Department of Labor regulations (20 CFR. Part 5). Also refer to website: <http://www.dol.gov/whd/govcontracts/cwhssa.htm>

53. Clean Air Act and Federal Water Act

The awarded bidder(s), where applicable, shall guarantee that all products purchased as a result of this bid/proposal comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C 1857 et. seq.) and the Federal Water Pollution Act (33 U.S.C. 1251 et. seq.).

54. Occupational Safety Hazards Act Requirements

Bidder certifies:

- A. That all material, equipment, etc., contained in this bid meets or exceeds all Occupational Safety Hazards Act (OSHA) requirements;
- B. That, if he/she is the successful awarded contractor, and the material, equipment, etc., delivered is subsequently found to be in non-compliance with the aforementioned requirements shall be borne by the contractor.

Failure of the contractor to bring any and all material, equipment, etc., contained in a particular bid, in conformity with all OSHA requirements, shall constitute default under this agreement.

55. Internet Home Page

Any contract resulting from this bid will become a public document. The University of South Florida may distribute any contract pricing

and product information to eligible users and other interested entities who may wish to review the USF Procurement Services Home Page.

56. Cover Sheet

The Invitation to Bid Bidder Acknowledgment form and all related pages are a legal document and cannot be altered by the bidder in any way. Any alteration done by a bidder may disqualify the bid, and the response may be considered invalid. Any necessary changes to an Invitation to Bid document will be implemented with written addenda to the bid issued by Procurement Services.

57. Campus Office Directories, Parking, Maps/Directions, Site Map

A campus office directory, visitor parking information, maps/directions, and a USF site map can be accessed from the following websites:

Campus Office Directory: <http://directory.acomp.usf.edu/?logo=1>
Contact Us Page: <https://www.usf.edu/about-usf/contact-usf.aspx>
Visitor's Page - Parking: <https://www.usf.edu/administrative-services/parking/index.aspx>
Maps & Directions Tampa Campus: <https://www.usf.edu/about-usf/visit-usf.aspx>
USF Site Map Page: <https://www.usf.edu/about-usf/administrative-units.aspx>

NOTE: Only department sections are listed.

58. Public Records

Sealed bid responses received by an agency pursuant to Invitations to Bid are exempt from the provisions of the Florida Statute Chapter 119.07(3)(o), subsection (1) until such time as the agency provides notice of a decision or intended decision pursuant to Florida Statute Chapter 120.53(5)(a) or within ten (10) days after the bid opening, whichever is earlier.

59. Conflict of Interest

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All vendors must disclose with the ITN the name of any officer, director, or agent who is also an employee of the University. Further, all vendor must disclose the name of any University employee who owns, directly or indirectly, an interest of five (5%) percent or more in the vendor's firm or any of its branches.

By submitting a response to this ITN without such information, the vendor certifies that to the best of his knowledge and belief no individual employed by him or subcontracted by him has an immediate relation to any employee of the University who was directly or indirectly involved in the procurement of said services. Violation of this section by vendor shall be grounds for cancellation of the contract.

60. Owner's Rights Reserved

In accordance with University procedures, the University reserves the right of unilateral cancellation for refusal by the contractor to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 and made or received by the contractor in conjunction with this project.

61. Taxes

The State of Florida, and the University, is a tax immune sovereign and exempt for the payment of sales, use or excise taxes. The Vendor shall pay all personal property taxes on leased equipment and all taxes based upon net income.

62. Licenses

In the event either party is required to obtain from any governmental authority any permit, license or authorization as a prerequisite to performing its obligations hereunder, the cost thereof shall be borne by the party required to obtain such permit, license, or authorization.

63. Certification

In accordance with Section 112.3185, Florida Statutes, the vendor hereby certifies that to the best of his knowledge and belief no individual employed by him or subcontractor by him has an immediate relation to any employee of the University who was directly or indirectly involved in the procurement of said services. Violation of this section by vendor shall be grounds for cancellation of this Agreement by the University.

64. Posting of Bid Tabulations

Bid tabulations with recommended award(s), if any, will be posted for review by interested parties in the display case outside University of South Florida – Tampa Campus, Procurement Services, 4202 E. Fowler Avenue SVC 1073, Tampa, Florida 33620-9000. The tabulation will remain posted for a period of seventy-two (72) hours (three (3) business days).

- A. Protest must be filed in accordance with BOG regulation 18.002:
1. Any qualified offeror who is adversely affected by the University's decision may file a written "Notice of Intent" to protest within seventy-two (72) hours after the University's posting of the bid award or intent to award notice. The protesting firm must reduce its complaint to a written petition and file it with the President with ten (10) calendar days from the registration of the original complaint. If the competitive solicitation documents require the posting of a bond with the protest, the bond shall be included with the protest. The University of South Florida shall not extend or waive this time requirement for any reason whatsoever.
 2. Failure to file a notice of protest or the written petition inclusive of the posting of the required protest bond in accordance with BOG regulation 18.002 shall constitute a waiver of the right to protest proceedings. The University of South Florida shall not extend or waive this time requirement for any reason whatsoever.
- B. Any person and/or entity who files an action protesting a decision or intended decision pertaining to a competitive solicitation shall, at the time of filing of the formal protest, post with the University a bond payable to the University in an amount equal to: 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; \$10,000; or whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the entity filing the protest action. In lieu of a bond, the University may accept a cashier's check or money order in the amount of the bond. Failure of the protesting entity to file the required bond, cashier's check, bank official check or money order at the time of filing the formal protest shall result in the denial of the protest.
- C. Upon receipt of the formal written petition filed in accordance with the BOG regulation 18.002, the President or designee shall delay the execution of the contract until the protest is resolved by mutual agreement between the parties or by final Presidential action, unless the President shall make a finding and declares that such delay would cause serious danger to the public health, safety or welfare.
- D. Petitions involving disputed issues of material fact shall be referred for a quasi-judicial hearing. The President shall designate an administrative law judge to conduct a hearing in accordance with University procedures. At the conclusion of the hearing, the administrative law judge shall submit a written recommended order to the President. The President shall then issue a preliminary order for final action and notify the firm of such order. The primary order of the President shall be final, unless the firm under consideration takes exception to such order; in which event, it may file with the President such exceptions within twenty-one (21) days of receipt of notice of the preliminary order. At the end of the period for filing exceptions, the President will review the preliminary order and any exceptions that have been filed, and will render the final order. The decision of the President is final. Appellate review of the final order shall be in accordance with the requirements of Rule 9.190(b)(3), Florida Rules of Appellate Procedure.

65. Bid Tabulation

Bid tabulation will **only** be provided if a self-addressed stamped envelope is enclosed with the bidder's response. Bid results may be obtained either from the University's web-site at <https://www.usf.edu/business-finance/purchasing/staff-procedures/index.aspx> or by submitting a self-addressed stamped envelope. Bid tabulations/results will neither be discussed and/or given out over the telephone nor will they be faxed and/or e-mailed.

66. Invitation to Bid Form

All bid proposals must be submitted with Invitation to Bid Form along with all other requested forms as provided in the Vendor Proposal section of the Invitation to Bid in order to be considered for an award of the bid. All forms must be properly completed in ink, or typewritten, signed by the bidder where indicated and returned with the bid in a sealed envelope. Forms completed in pencil will not be accepted. Bidder is responsible for clearly marking the outside of the sealed envelope with the Invitation to Bid number and the opening date of the bid.

67. Bid Information

Information for all upcoming Invitations to Bid, Request for Proposal and Invitations to Negotiate may be viewed on the World Wide Web <https://www.usf.edu/business-finance/purchasing/staff-procedures/index.aspx> All bids, Proposals and Negotiations will remain on the web site until their opening date.

PLEASE NOTE: Any vendors who received this bid/proposal/negotiation from the Department of Procurement Services or bidders who have downloaded this bid/proposal/negotiation USF Procurement website <https://www.usf.edu/business-finance/purchasing/staff-procedures/index.aspx>, are solely responsible to check the Web forty-eight (48) hours before the closing time of this bid/proposal/negotiation to verify that they have downloaded any and all addenda that may have been issued for this bid/proposal or negotiation.

68. FEID Number

The awarded entity will be required to supply their Federal Employee Identification Number or Social Security number prior to finalizing a

contract, do not include this information in your bid.

69. Equal Opportunity Statement

The University of South Florida believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to non-discrimination because of race, creed, color, sex, age, national origin, religion or disability. To be considered for inclusion as a vendor under this agreement, the bidder commits to the following:

- A. The provisions of Executive Order 11246, September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value. See attached.
- B. If the bidder expects to receive \$25,000 in revenues during the first twelve (12) months of this agreement, a complete "Certificate of Non-Segregated Facilities" shall be attached to the bid response. Sample certificate attached.
- C. If the bidder expects to receive \$60,000 in revenues during the first twelve (12) months of this agreement and employs more than fifty (50) people, standard form 100 (EEO-1) must be filed prior to March 1 of each year.
- D. If the bidder expects to receive \$60,000 in revenues during the first twelve (12) months and employs more than fifty (50) people, a written program for affirmative action compliance must be maintained by the bidder, subject to review upon request by the user agencies of this agreement.

70. Public Entity Crimes

Any person or affiliate who has been placed on the "Convicted Vendor List" following a conviction for a Public Entity Crime, may not submit bids/proposals on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to public entities, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact any business with any public entity in excess of the threshold amount of Section 4-4.02030(1), University of South Florida for a period of thirty-six (36) months from the date of being placed on the "Convicted Vendor List".

71. Federal Debarment

By signing this bid/proposal, the offeror certifies, to the best of its knowledge or belief, that the offeror and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; or have not within a three-year period preceding this offer, been convicted of or have a civil judgment rendered against them in connection with a public contract or subcontract; or are not criminally or civilly charged by a governmental entity with commission of offenses; or has not within a three-year period preceding this offer had a contract terminated for default by any Federal agency. (Federal Acquisition Regulation 52.209-5)

72. Discrimination

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.

73. Preferences for Vendors with a Principal Place of Business in Florida

1. Vendor Preferences. Pursuant to Florida Statute Section 287.084 and Board of Governors Regulation 18.001, a preference will be provided to Vendors with a principal place of business in Florida (such vendors hereinafter referred to as "Resident Vendors") as follows:
 - a. If the responsible and responsive vendor that submits the lowest bid, the most advantageous proposal, or the best value reply is one whose principal place of business is outside of Florida and is in a state or political subdivision thereof that grants a preference for the same purchase to a vendor in such state or political subdivision, as applicable, then the University shall grant the same preference to the responsible and responsive Resident Vendor with the lowest bid received pursuant to an Invitation to Bid, the most advantageous proposal received pursuant to a Request for Proposals, or the best value reply received pursuant to an Invitation to Negotiate.
 - b. With respect to Invitations to Bid, if the responsible and responsive vendor that submits the lowest bid is from a Vendor whose principal place of business is outside of Florida and is in a state or political subdivision thereof that does not grant a preference for the purchase to a vendor in such state, then the University shall grant a preference in the amount of five percent (5%) to the lowest responsible and responsive Resident Vendor.
 - c. With respect to ITN's and RFP's, if the most advantageous responsible and responsive proposal or reply is from a Vendor whose principal place of business is outside of Florida and is in a state or political subdivision thereof that does NOT grant a preference for the purchase to a vendor in such state, then the University shall NOT grant a preference.

- d. For Vendors whose principal place of business is outside of Florida, such vendors must, at the time of submitting its bid, proposal, or reply provide a written opinion **from a licensed attorney in its state** specifying:
 - (i) the preferences(s) granted by the state or political subdivision, as applicable, under the laws of that state to vendors whose principal place of business is in that state or political subdivision; and
 - (ii) how the preference is calculated

The failure to submit the written opinion may be waived as non-material if all Vendors responding to the competitive solicitation have principal places of business outside of Florida.

2. Determining a Vendor's Principal Place of Business. A Vendor's "principal place of business" is determined as follows:
 - a. If the Vendor is an individual or a sole proprietorship, then its "principal place of business" is in the state where the vendor's primary residence is located.
 - b. If the Vendor is a business organization, then its "principal place of business" is in the state where the majority of the Vendor's executive officers direct the management of the Vendor's business affairs.
3. Attestation of Principle Place of Business

Vendor must complete the "Attestation of Principle Place of Business" form, on page 24 of this ITN.

74. Agreement for Contractual Services

This Invitation to Bid package complies, in full, with USF Regulation USF4.02060 (1)-(9), "Contracts" and shall serve as a viable part of the Agreement for Contractual Services which shall be executed with the successful bidder. Copy of Agreement for Contractual Services is enclosed herein.

NOTICE TO CONTRACTORS: USF shall consider the employment, by any contractor, of unauthorized aliens a violation of Section 274A.12 of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this contract.

75. Standards of Conduct

It is a breach of ethical standards for any employee of the university to accept, solicit, or agree to accept a gratuity of any kind, form or type in connection with any contract for commodities or services. It is also a breach of ethical standards for any potential contractor to offer an employee of the University a gratuity of any kind, form or type to influence the development of a contract or potential contract for commodities or services.

76. Governing Law/Court Venue

This document is governed by the law of the State of Florida and USF Regulation USF4.02060. Any provisions in this Agreement in conflict with such laws and rules shall be void and of no effect. The University is entitled to the benefits of sovereign immunity coextensive therewith, including immunities from taxation. Vendor submits to the personal jurisdiction of the State of Florida. Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate court in and for Hillsborough County, State of Florida. The laws of the State of Florida shall govern this transaction.

77. Lobbying

The expenditure of funds from Grants and Aids appropriations for the purpose of lobbying the Legislature or a State Agency is prohibited. This condition is applicable to Florida State appropriated grants and aids.

78. Americans with Disabilities Act

The vendor awarded this bid/proposal shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.

NOTE: If special accommodations are required in order to attend any event or meeting in conjunction with this Invitation to Bid/Request for Proposal, please notify Purchasing Department at (813) 974-2481 at least 5 working days prior to the scheduled event.

79. Affirmative Action

As a condition of this contract, the Vendor agrees to comply with Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 503 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, which are incorporated herein by reference.

80. Contact Person

Any questions concerning this Invitation to Bid should be directed to Michael Hernandez, Purchasing Manager via e-mail at mahernandez@usf.edu.

81. University Representative

See item 80 above.

Attestation of Principal Place of Business University of South Florida ITB #19-07-MH

Name of bidder _____ Business Name _____

Identify the state in which the bidder has its principal place of business _____

Bidder's signature _____ Title _____

INSTRUCTIONS: IF your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required. IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to comply may be considered as non-responsive to the terms of this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES
(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: §287.084(2), Florida Statutes, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also § 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES
(Please Select One)

_____ The bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES
(Please Select One)

The bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

The bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]

Signature of out-of-state bidder's attorney _____

Printed name of out-of-state bidder's attorney _____

Address of out-of-state bidder's attorney _____

Telephone number of out-of-state bidder's attorney (____) ____ - _____

Email address of out-of-state bidder's attorney _____

Attorney's states of bar admission _____

Technical Specifications

University of South Florida – Cooling Tower #5 Replacement Project 100% Construction Documents, USF Project No. PD147018470102, Construction Documents. The 100% Construction Documents were produced by Affiliated Engineers, Inc. (AEI), Tioga Town Center, 12921 SW 1st Road, Suite 205, Newberry, FL 32669.

USF CPT-006 Replace Cooling Tower #5, 100% Construction Documents Drawings Sheet Nos S-01, S-02, S-11, S-12, S-31, S-32, S-51, S-52, S-53, M-11, M-12, M-21, M-51, M-52, M-61, M-71, E-11, E-12, E-61, E-62 & E-63.

Project Specification and Drawings are available on the USF Procurement Services website, <https://www.usf.edu/business-finance/purchasing/public-bids/current-bids.aspx>

Scope: Contractor must provide and maintain all licenses, permits, authorizations, taxes, and insurance required by law along with all labor, supervision, materials, tools, and equipment necessary for the proper and complete performance of the work as stipulated in the Invitation to Bid, Technical Specifications, Project Manual, Drawings and any applicable addenda thereto.

Bid Requirements:

- All bids shall be signed and sealed.
- A completed Bid Proposal form shall be included in vendors bid (reference page 26)
- Contractor is responsible for finishing all lifts, scaffolds, ladders, and other equipment required to complete scope for work under this contract.
- Submittals shall be submitted to and approved by owner prior to order being placed
- Obtain, purchase, and provide copies of all permits
- Submit all record drawings and once project is complete. All as-built submissions should comply with USF guidelines.

A MANDATORY walk-thru will take place at immediately after the MANDATORY Pre-Bid Meeting on Tuesday, September 25, 2018 @ 9:00am at OPM 115.

Bid Proposal

When submitting Contractor's Bid Proposal, Contractor must sign INVITATION TO BID FORM (Page 1 of Invitation to Bid) included with all other Bid Proposal forms below completed as directed herein and signed where indicated.

Pricing Sheet

Below provide Contractor's Pricing inclusive of providing and maintaining all licenses, permits, authorizations, taxes, and insurance required by law along with all labor, supervision, materials, tools, and equipment necessary for the proper and complete performance of the work as stipulated in the Invitation to Bid, Technical Specifications, Project Manual, Drawings and any applicable addenda thereto (Please mark "NA" for any Item(s) for which Contractor does not wish to provide):

	<u>Contractor Pricing</u>
Item 1. Cooling Tower #5 Replacement Project Base Bid	\$ _____
Item 1a. Performance and Payment Bond	\$ _____
Item 1b. Cooling Tower #5 Replacement Project Base Bid - Total Offer F.O.B Destination (Item 1 plus Item 1a)	\$ _____
Item 2. Base Bid plus Alternate #1 Equalizer Line Piping (F.O.B. Destination)	\$ _____
Item 2a. Performance and Payment Bond (Base Bid plus Alternate#1)	\$ _____
Item 2b. Base Bid plus Alternate #1 Equalizer Line Piping (F.O.B. Destination) (Item 2 plus Item 2a)	\$ _____
Item 3. Base Bid, Alternate #1 Equalizer plus Alternative #2 Cells 5C & 5D (F.O.B. Destination)	\$ _____
Item 3a. Performance and Payment Bond (Base Bid plus Alternate #1 plus Alternative #2)	\$ _____
Item 3b. Base Bid plus Alternate #1 plus Alternative #2 (F.O.B. Destination) (Item 3 plus Item 3a)	\$ _____
Item 4. Base Bid, Alternate #1 Equalizer, Alternative #2 Cells 5C & 5D, plus Alternate #3 Pump CP-5B(F.O.B. Destination)	\$ _____
Item 4a. Performance and Payment Bond (Base Bid, Alternate #1, Alternative #2 plus Alternative #3)	\$ _____
Item 4b. Base Bid, Alternate #1, Alternative #2 plus Alternative #3 (F.O.B. Destination) (Item 4 plus Item 4a)	\$ _____

Net 10 Payment Discount Terms _____%

Please Note: Discounts Will Not Be Used For Bid Evaluation Purposes.

Vendor Certification:

I certify that I, or other authorized representative of Contractor, attended the pre-bid conference and walk-thru and conducted a visual inspection and field measurement as required in Special Condition No. 9.

Authorized Company Representative Signature

Date

Title

Please list below all proposed sub-contractors and/or material supplier in accordance with Special Condition No. 31 "Sub-Contractors and Material Suppliers".

Minority Business Enterprise (MBE)

The University of South Florida actively encourages the continued development and economic growth of small, minority, service disabled veterans and women-owned businesses. Central to this initiative is the participation of a diverse group of vendors doing business with the University. To this end, it is vital that small, minority, service disabled veterans and women-owned business enterprises participate in the State’s procurement process as both **prime contractors and subcontractors**. Small, minority, service disabled veterans and women-owned business enterprises are strongly encouraged to submit replies to solicitations, or to contact larger suppliers about subcontracting opportunities.

The vendor shall submit documentation describing the efforts being made to encourage the participation of small, minority, service disabled veterans and women-owned business enterprises within their organization. Vendors shall also provide a list of MBE suppliers and subcontractors with the bid proposal.

Vendors who contract with the University are required to provide information related to the use of certified/non certified small, minority, service disabled veterans and women-owned business. [Prime Contractor Quarterly Reports](#) should identify any participation by diverse contractors: subcontractors, vendors, resellers, distributors, or such other participation as the parties may agree.

Prime Contractor Quarterly Report documentation shall include the reporting of spending with state of Florida certified/non certified small, minority, service disabled veterans and women-owned business enterprises. Such reports must be submitted quarterly to the USF Supplier Diversity Manager mhernandez@usf.edu by e-mail to be utilized for the University’s Annual subcontractor reporting to the State of Florida, Department of Management Services, Office of Supplier Diversity. Subcontractor Reports should be provided by the Prime Contractor on a quarterly basis by the 7th of the month in January, April, July & October by email.

The Quarterly Reporting Requirements for Prime Contractors Form to submit the use of subcontractor’s quarterly spend data is available upon request.

The form also includes the minority business enterprise codes that are applicable to this reporting requirement. Minority Business Enterprises reported:

Certified MBE’s

- CMBE, MV-H, African-American
- CMBE, MV-I, Hispanic American
- CMBE, MV-J, Asian-Hawaiian
- CMBE, MV-K, Native American
- CMBE, MV-M, American Woman
- CMBE, MV-W1, Service Disable Veteran (Certified)

Non-Certified MBE’s

- NON-CMBE, MV-N, African-American
- NON-CMBE, MV-O, Hispanic American
- NON-CMBE, MV-P, Asian-Hawaiian
- NON-CMBE, MV-Q, Native American
- NON-CMBE, MV-R, American Woman

Is your firm a “Minority Business Enterprise” defined as a business concern engaged in commercial transactions which is domiciled in Florida, is at least fifty-one (51%) percent owned by minority person and whose management and daily operations are controlled by such persons?

YES _____ NO _____

If yes, is it certified by the State of Florida Office of Supplier Diversity (OSD)?

YES _____ NO _____

Bidder's Affirmation and Declaration

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgments, personally appeared

Affiant's Name

who, after being duly cautioned and sworn (or who is unsworn if that be the case) and being fully aware of the penalties of perjury, does hereby state and declare, on his own behalf or on behalf of a partnership or corporation, whoever or whichever is the Bidder in the matter at hand, as follows:

1. That the Bidder, if an individual, is of lawful age; or
2. That if:
 - a. The Bidder is a partnership or a corporation, it has been formed legally;
 - b. The Bidder is a Florida Corporation, it has filed its Articles of Incorporation with the Florida Secretary of State; and,
 - c. The bidder is a corporation incorporated under the law of a state other than Florida, it is duly authorized to do business in the State of Florida.
3. That if the Bidder is using a fictitious name, he/she/it has complied with the Fictitious Name Statute of the State of Florida.
4. That the Bidder has not submitted a rigged bid, nor engaged in collusive bidding or collusive bidding arrangements or fraudulent bidding, or entered into a conspiracy relative to this bid, with any other person, partnership, or corporation making a bid for the same purpose. The Bidder is aware that "Any understanding between persons where one or more agree not to bid, and any agreement fixing the prices to be bid so that the awarding of any contract is thereby controlled or affected, is in violation of a requirement for competitive bidding and renders a contract under such circumstances invalid." [See McQuillian, Municipal Corporations, §26.69].
5. That the Bidder is not in arrears to any agency in the State of Florida upon debt or contract and is not a defaulter, as surety or otherwise upon any obligation to any agency of the State of Florida.
6. That no officer or employee of the University of South Florida, either individual or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract of obligation entered into between the University of South Florida and this Bidder or awarded to this Bidder; nor shall any University officer or employee have any financial interest in assisting the Bidder to obtain, or in any other way effecting, the award of this contract or obligation to this Bidder.
7. That, by submitting this bid, the Bidder certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of the work to be performed and/or the services to be rendered.

Further Bidder Sayeth Not.

Bidder: Complete the Acknowledgment on the following page.

Please Print or Type

We the undersigned, as Bidders, hereby declare that we have carefully read this Invitation to Bid or Request for Proposal and its' accompanying provisions, terms and conditions concerning the equipment, materials, supplies and/or services as called for, the Technical Specifications along with any applicable Drawings, attended all applicable pre-bid or pre-proposal conference along with visual inspections, and with the full knowledge and understanding of the requirements and conditions, do hereby agree to furnish and to deliver as indicated, F.O.B. University of South Florida location, with all transportation charges prepaid, and for the prices quoted thereon as follows.

*****See Bid Proposal Herein*****

Firm Name: _____	
Type of Organization:	<input type="checkbox"/> Individual <input type="checkbox"/> Small Business <input type="checkbox"/> Non-Profit <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture
Business is licensed, permitted or certified to do business in the State of Florida.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Division of Management Services SPURS License No.: _____	
State of Florida Corporation ID No. (from Secretary of State): _____	
State of Florida Fictitious Name Reg. No. (from Secretary of State): _____	
State of Florida Contractor's License No. (from DPR): _____	
Name Contractor's License is under: _____	
FEID No. _____	County of _____
Representative's Name: _____	
Authorized Representative's Title: _____	
E-Mail Address: _____	
Street Address: _____	
City: _____	State: _____ Zip Code: _____
Telephone No. _____ Fax No. _____	
The foregoing instrument was acknowledged before me this the _____ day of _____, 20__, by _____ who is personally known to me or who has produced identification and who did (did not) take an oath.	
_____ Signature of Notary Public	_____ Authorized Signature of Affiant
Notary Public State of _____ My Commission Expires: _____	
_____ Printed, typed or stamped Commissioned Name of Notary Public	_____ Printed, typed or stamped Name of Affiant

Certificate of Non-Segregated Facilities

We, _____, certify to the University of South Florida 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 at any location, 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 rooms, 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 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 identical 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 of 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.

(Name of Company)

By: _____

Title: _____

Date: _____

Subpart D - Contractor's Agreement

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 he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency's 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 said 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 rules, regulation, or order of the Secretary of Labor, or as otherwise provided by Law."
- "(7) The contractor will include the provisions 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 order as the contracting agency may direct as a means of enforcing such provisions including sanctions of 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 regulations published by the U.S. 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.

Business Classification

Small, Minority or Women-Owned Business? _____ YES _____ NO

If answered yes above, please circle classification that applies:

<p><u>FEDERAL CLASSIFICATIONS</u></p> <p><i>(If your Business is registered with the Small Business Administration (SBA) or the Central Contractor Registration (CCR) Website at: https://www.bpn.gov/ccrinq/scripts/search.asp, please circle the classification(s) in this column that applies to your business.</i></p>	<p>State of Florida Certified Minority Business Enterprise</p> <p><i>(If you circle a classification in this column, please provide a copy of your Florida Statewide & Inter-Local Certification with your application)</i></p>	<p>Non-Certified Minority Business Enterprise</p> <p><i>(Business must be at least 51% owned, managed & controlled by minority persons to select a classification in this column.)</i></p>	<p>Non-Profit Organization</p>
<p>SBA 8(a) Certification <i>(please provide a copy of certificate with application)</i></p>	<p>African American <i>(please provide a copy of certificate with application)</i></p>	<p>African American</p>	<p>Minority Board <i>(51% or more Minority Board of Directors)</i></p>
<p>Small Disadvantaged Business Certification <i>(please provide a copy of certificate with application)</i></p>	<p>Hispanic American <i>(please provide a copy of certificate with application)</i></p>	<p>Hispanic American</p>	<p>Minority Employees <i>(51% or more Minority Officers)</i></p>
<p>HUBZone Certification <i>(please provide a copy of certificate with application)</i></p>	<p>Asian American <i>(please provide a copy of certificate with application)</i></p>	<p>Asian American</p>	<p>Minority Community <i>(51% or more Minority Community Served)</i></p>
<p>Veteran</p>	<p>Native American <i>(please provide a copy of certificate with application)</i></p>	<p>Native American</p>	<p>Other- Non Profit</p>
<p>Service Disabled Veteran</p>	<p>American Woman <i>(please provide a copy of certificate with application)</i></p>	<p>American Woman</p>	
<p>Vietnam Veteran</p>			
<p>Women Owned</p>			
<p>Minority Owned Business</p>			

- If you select a classification that is certified by a Federal or State agency, please provide a copy of your certification for each agency along with this application.
- To determine your Federal Size Standard, please access the U.S. Small Business Administration’s website: <http://www.sba.gov/starting/indexwhatis.html> or go to the SBA’s <http://www.sba.gov/size> to look up your North American Industry Classification Systems (NAICS) Code and the qualifying number of employee’s or annual dollar amount. To register your business on the Central Contractor Registration (CCR) Website visit <https://www.bpn.gov/ccr/scripts/index.html>
- If you are using Federal Size Standards, please specify the codes used:
NAICS Code: _____ Number of Employees: _____ or Annual Amount: _____
- If you are not a State of Florida Certified Minority Business Enterprise and would like to download the application for certification of Minority Business Enterprise for the State of Florida and view the State of Florida’s Eligibility criteria, please go the Office of Supplier Diversity’s website at: <http://osd.dms.state.fl.us>.

Purchase Order and Payment Preferences

By which delivery method do you prefer to receive purchase orders?

Email Postal mail

Payment Discount Terms:

2% Net 10

Other:

By which delivery method do you prefer to receive payment?

Check

Credit Card
(USF Procurement Card)

Electronic Funds Transfer (EFT)
(To receive payments by Electronic Funds Transfer, please complete the attached Electronic Payment Authorization Form to start electronic payment process)

Signature

I certify that the information supplied herein, including all attachments, is correct to the best of my knowledge. I further certify that in doing business with the State of Florida my firm is in compliance with Chapter 112, Florida Statutes relating to conflict of interest (to review the Statute in full, visit <http://www.flsenate.gov/statutes>).

Name of Person Signing Application

Title

Signature

Date

Exhibits

Partial Waiver of Lien Right

Know All Men By These Presents, that the undersigned _____ of _____ for and in consideration of the sum of \$ _____ and other good(s) and valuable consideration(s), the receipt of which is hereby acknowledged, does hereby waive, release and relinquish any and all claims, demands and rights of Lien for work, labor and/or materials furnished through the ____ day of _____, 201__, on the following described property:

This Agreement constitutes a Partial Waiver of Lien Right by the undersigned through the date shown above and shall not operate to waive any lien right of the undersigned after this date, nor for any monies due on retainer, as provided in sub-contract agreement, where applicable.

The Undersigned, further, deposes and says that all labor, equipment, materials, supplies, and etc., have fully been paid for and discharged through the above date.

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this the ____ day of _____, A.D., 201__.

Company Name

Company Address

Subscribed, Sworn to and acknowledged before me this the ____ day of _____, 201__.

City/State/Zip Code

Notary Public

Authorized Signature

My Commission Expires: _____

Print or Type Name and Title

Full Waiver of Lien

STATE OF FLORIDA

COUNTY OF _____

For and in consideration of the sum of \$_____, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all liens, claims, or rights of liens upon the following described premises situated in _____ County, State of Florida. Located at:

which the undersigned may have under the statutes of the State of Florida relating to mechanics liens or for any other reason whatsoever on account of labor or materials or both furnished or which may have been furnished by the undersigned upon said premises above described or any building or construction thereof.

In Witness Whereof, the undersigned has caused these presents to be duly executed on this the ____ day of _____, A.D., 201__.

Company Name

Company Address

Subscribed, Sworn to and acknowledged before me this the ____ day of _____, 201__.

City/State/Zip Code

Notary Public

Authorized Signature

My Commission Expires: _____

Print or Type Name and Title

Attachment B

MINOR PROJECT CERTIFICATE OF CONTRACT COMPLETION

DATE: Click here to enter a date. **PAYMENT NO:** _____

FOR PERIOD ENDING: _____ **BID No:** _____

PROJECT NO: _____ **PO No:** _____

PROJECT NAME: _____

CONTRACTOR: _____

CONTRACT SUM		CONTRACTS TIME	CALENDAR DAYS
ORIGINAL CONTRACT SUM:	\$ 000,000.00	ORIGINAL CONTRACT TIME:	000
CHANGE ORDER TO DATE:	\$ 000,000.00	AUTHORIZED EXTENSION:	000
ADJUSTED CONTRACT SUM:	\$ 000,000.00	TIME LAPSED TO DATE:	000

TYPE OF PAYMENT:

- FINAL / FULL: WITH A RELEASE OF LIEN FROM ALL SUBCONTRACTORS AND SUPPLIERS.
- PARTIAL: 000 %

CERTIFICATE OF THE CONTRACTOR: I CERTIFY THAT ALL ITEMS AND AMOUNTS SHOWN ON THE FACE OF THIS CERTIFICATE ARE CORRECT, THAT ALL WORK UNDER THE ABOVE NAMED CONTRACT AND ALL ADDENDA THERETO HAS BEEN SATISFACTORILY COMPLETED; THAT, WITHIN SEVEN (7) WORKING DAYS AFTER RECEIPT OF PAYMENT, WHETHER PARTIAL OR FULL, FOR THE PERFORMANCE OF THIS CONTRACT, ALL SUBCONTRACTORS AND SUPPLIERS WILL BE PAID THEIR PRORATED PORTION, IN ACCORDANCE WITH SECTION 287.0585, FLORIDA STATUTES. I, FURTHER, CERTIFY THAT NO LIENS ARE ATTACHED AGAINST THE PROJECT; THAT NO SUITS ARE PENDING BY REASON OF WORK ON THE PROJECT UNDER THE CONTRACT; AND THAT NO PUBLIC LIABILITY CLAIMS ARE PENDING, EXCEPT AS FOLLOWS:

I, FURTHER, CERTIFY THAT I AM IN COMPLIANCE WITH SECTION 287.057(7), FLORIDA STATUTES, AND OFFER AS PROOF THE ATTACHMENT ENTITLED "CERTIFIED MINORITY BUSINESS ENTERPRISES - UTILIZATION FORM", ONLY WHERE APPLICABLE.

By: CONTRACTOR: **Firm Name** _____

Name _____

Title _____

(NAME/TITLE) (SIGNATURE) (DATE)

STATE OF FLORIDA, COUNTY OF Hillsborough

PERSONALLY APPEARED BEFORE ME THIS _____ DAY OF _____ OF _____, KNOWN (OR MADE KNOWN) TO ME TO BE THE _____ (TITLE) OF _____ (COMPANY NAME) WHO SUBSCRIBED AND SWORE TO THE ABOVE INSTRUMENT IN MY PRESENCE.

(SEAL/STAMP) _____ NOTARY PUBLIC: _____

(TYPE NAME): _____

MY COMMISSION EXPIRES: _____

CERTIFICATE OF THE ARCHITECT/ENGINEER: CERTIFY THAT I HAVE CHECKED AND VERIFIED THIS CERTIFICATE, THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS A TRUE STATEMENT OF THE VALUE OF THE WORK PERFORMED, AND MATERIALS INCLUDED IN THIS CERTIFICATE HAS BEEN INSPECTED BY ME OR MY AUTHORIZED ASSISTANT(S); AND THAT ALL WORK HAS BEEN PERFORMED AND MATERIALS SUPPLIED IN FULL COMPLIANCE WITH THE TERMS OF THE CONTRACT.

By: A/E: **Firm Name** _____

Name _____

Title _____

(NAME/TITLE) (SIGNATURE) (DATE)

UNIVERSITY APPROVAL: (IF OTHER THAN ABOVE)

By: Name _____

University Project Manager _____

(NAME/TITLE) (SIGNATURE) (DATE)

FILE: MPG-Exhibit L-Certificate of Contract Completion.docx

**Certified/Non-Certified (CMBE/NON-CMBE)
Minority Business Enterprise
Participation Compliance Report Form - Construction Projects**
Reporting Period: Quarter: _____ Fiscal Year: _____
(INSERT QTR. ABOVE (EXAMPLE: 1ST, 2ND, 3RD, 4TH) (INSERT FISCAL YEAR ABOVE (EXAMPLE: 06-07, 07-08, 08-09

Prime Contractor/Construction Manager: _____

USF Project Title: _____

USF Project No./Bid No.: _____ Project Manager: _____

Subcontractor Listing (If sub/sub list minority firm and prime-sub)	MBE Code	Dollar Amount	FEID #	Date Paid
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL \$ _____

I certify that the information supplied herein, including all attachments, is correct to the best of my knowledge. I further certify that in doing business with the State of Florida my firm is in compliance with Chapter 112, Florida Statutes relating to conflict of interest (to review the Statute in full, visit <http://www.flsenate.gov/statutes>).

Prepared By: _____ Title: _____ Date: _____

 (Name)

 (Signature)

Certified Minority Business Enterprise (CMBE) (Vendors Certified by the State of Florida) View State of Florida website to locate CMBE vendors at: http://199.250.30.122/dirhome.htm	MBE CODE	Non-Certified Minority Business Enterprise (NON-CMBE) (Vendors not certified by the State of Florida) Business must be at least 51% owned, managed & controlled by minority persons.	MBE CODE
African-American	H	African-American	N
Hispanic-American	I	Hispanic-American	O
Asian-American	J	Asian-American	P
Native American	K	Native American	Q
American Woman	M	American Woman	R

**BID OPENING DIRECTIONS TO
USF PROCUREMENT SERVICES (INCLUDING P-CARD)
4202 E. Fowler Avenue, STOP **SVC 1073**
Tampa, FL 33620-9000
(813) 974-2481**

1. Enter at the University's main entrance off of Fowler Avenue.
2. Pull into the USF Campus Information Center (building on your right that looks like a drive-through bank) and purchase a USF Daily Parking Permit for \$5.00 (permit prices subject to change without notice; contact Parking Services at (813) 974-4607 for updated pricing information). **NOTE: Parking permits are required in all non-metered spaces. Parking lots are monitored 24/7 and vehicles that are parked illegally will receive a citation.**
3. Upon leaving the Campus Information Center, turn right onto Leroy Collins Boulevard proceed straight through the first signal light which is Alumni Drive, and get into the right-hand turn lane.
4. Turn right at USF Mango Drive.
5. Proceed to Collins Blvd. Parking Facility (GBG).
6. Collins Blvd. Parking Facility has a parking pay station located on the street level entrance at the north-west corner of the garage. The Purchasing offices are located in the SVC Building, which is directly next door to the Collins Blvd. Garage.
7. Once parked, walk in a northerly direction (orient by parking pay station) to the connector bridge (SVC Bldg. should be visible)
8. Take elevator in SVC Bldg. to 1st floor and look left for Procurement Services reception area.
9. NOTE: You may request a Campus Map at the Campus Information Center.
We suggest that you either stop at the Campus Information Center or the parking permit dispensers in the Collins Blvd. parking garage, to obtain a Daily parking permit prior to visiting Procurement Services.

Note: A campus Map showing the location of the Campus Information Center, the Collins Blvd. Garage and the SVC building is included with these instructions. **Do not forget to stop at the Campus Information Center to obtain a daily parking permit prior to visiting Procurement Services.**