

University of West Florida

Board of Trustees

Solicitation 19ITB-11BP

Building 18 – Hazard Mitigation Grant – Hardening of Building Envelope

Bids due December 17, 2019, 2:00 PM CT

This bid package consists of the following documents:

Call for Bids

Invitation to Bid

Bidding Instructions and Information

Technical Specifications which includes:

Division 0 Supplemental General Conditions

Division 1 General Requirements

Final Design Analysis

Final Specifications

Drawings: 43 (Available by requesting from Bob Pacenta, rpacenta@uwf.edu)

Exhibits A – F

Exhibit A1 Form of Performance Bond

Exhibit A2 Form of Labor and Material Payment Bond

Exhibit B Owner-Contractor Agreement

Exhibit C1 Application & Certification for Payment, Pg 1

Exhibit C2 Application & Certification for Payment, Pg 2

Exhibit D1 Partial Waiver of Lien to Date

Exhibit D2 Final Waiver of Lien to Date

Exhibit E Certification E-Verify

Exhibit F Additional Terms and Conditions to Agreements for Federally-Funded Projects

CALL FOR BIDS

The University of West Florida Board of Trustees is soliciting sealed bids for the following:

Building 18 – Hazard Mitigation Grant – Hardening of Building Envelope

A **Mandatory Pre-Submittal Meeting** will be held on November 13, 2019 at 9 AM CT in Building 12, Room 150 (Alumni Conference Room), University of West Florida, 11000 University Parkway, Pensacola, FL 32514.

All bidders are required to attend the pre-submittal meeting. Failure of a representative from the principal firm to attend and sign in on the UWF official log as documented proof of attendance, shall result in immediate disqualification from this competitive solicitation process.

Potential subcontractors are invited to attend to become familiar with the project specifications and to become acquainted with contractors who may bid the project. However, attendance by subcontractors is not required.

Sealed bids will be received until December 17, 2019, 2:00 PM CT at the Office of Procurement and Contracts, Bldg. 20W, Room 159, The University of West Florida, 11000 University Parkway, Pensacola, FL 32514.

Bid number **19ITB-11BP** must be marked on outside of bid package. The University will not be responsible for unopened bid packages at the bid opening when the package is not properly identified. Bids must be submitted in full and in accordance with the requirements of all terms and conditions of the Invitation to Bid.

View this solicitation and related information on the Procurement and Contracts' website at <http://uwf.edu/offices/procurement/vendors-only/open-solicitations-and-public-notices/>. All plans, specifications and bidding documents may be downloaded from this site. Request for drawings and all other questions should be directed to Bob Pacenta at rpacenta@uwf.edu.

Publication dates: Florida Administrative Register 11/8/19
Pensacola News Journal 11/9/19

University of West Florida
Board of Trustees

Invitation to Bid

Procurement and Contracts
The University of West Florida
11000 University Parkway
Pensacola, FL 32514
Attn: Bob Pacenta
Tele. (850) 474-2627
Fax (850) 474- 2090

Date 11/6/2019

Bid Number: 19ITB-11BP
Project No.: 1819-037
Project Name: Building 18 – Hazard Mitigation Project – Hardening of Building Envelope
Bid Opening Date: December 17, 2019 Time: 2:00 PM CT
Anticipated Start Date: January 2020 Project Completion Date: May 2020

General Project Description: Replace all exterior windows, storefront and doors to meet specified wind load criteria. Add structural upgrades to roof framing. Add galvanized steel tube columns on exterior building perimeter to tie the building foundation to roof beam. The components used for this wind retrofit will meet the Florida Building Code requirements and specifications. The project will harden the structure to withstand hurricane force winds and protect the building and its contents during a major disaster.

A mandatory pre-bid meeting is scheduled for:

Date: November 13, 2019 Time: 9:00 AM Central Time
Location: Building 12 Room 150 (Conference Room)

Project completion date is firm: The contractor shall make any necessary arrangements to complete the project on or before the completion date of May 1, 2020.

Liquidated damages will be assessed: See Project Statement - Special Requirements for detailed information regarding liquidated damages.

Sealed bids for this project will be received in the Office of Procurement and Contracts, University of West Florida, Bldg. 20W, Room 159, 11000 University Parkway, Pensacola, Florida, 32514 until the date and time of the opening as specified above, at which time they will be publicly acknowledged. All inquiries must be directed to Bob Pacenta, rpacenta@uwf.edu.

Bid documents: Bid documents are available online at <https://uwf.edu/offices/procurement/vendors-only/open-solicitations-and-public-notice/>

Bid documents include:

Invitation to Bid (including Exhibits A – F)
Sample Agreement
Technical Specifications dated October 2014, which includes:
Special Terms and Conditions (*if applicable*)
Division 0 Supplemental General Conditions
Division 1 General Requirements
AIA A201 General Conditions of the Construction Contract
Drawings: 43 (available by requesting from Bob Pacenta, rpacenta@uwf.edu)

Contact:

The sole contact and Procurement and Contracts representative for this solicitation is

Email: rpacenta@uwf.edu

Web address: <http://uwf.edu/offices/procurement/>

Bidders are advised that from the date of release of this solicitation until award of the contract, **no contact with University personnel related to this solicitation is permitted. All communications are to be directed to the Procurement and Contracts representative and sole contact listed above. Any such unauthorized contact will result in the disqualification of the Respondent's submittal.**

IMPORTANT: Bidders are fully responsible for obtaining the complete Bid documents, Addenda (if applicable), information concerning the Bid tabulations, award, and public meetings, by visiting our web site: <http://uwf.edu/offices/procurement/vendors-only/open-solicitations-and-public-notices/>. It is highly recommended that you bookmark this web site and visit it frequently to ensure you obtain all applicable information. Lack of a signed addendum within your bid package could disqualify your Bid.

Explanation(s) desired by respondent(s) regarding the meaning or interpretation of this Bid must be requested from the above contact person, by Email prior to the deadline date for requested information. The explanation response will be issued in the form of an Addendum and posted to our web site.

The University is subject to Section 119.07, Florida Statutes, which requires it to provide access to its records, subject to certain limitations. Material submitted in response to this solicitation may become a public document unless a specific exemption to section 119.07 exists. Submitted material, which is marked as confidential, will be treated as confidential by the University to the extent it is considered a trade secret as defined under Florida law or it meets other criteria otherwise exempt from Section 119.07, Florida Statutes, or other applicable law.

Ordinarily, information contained in bid submissions is available to the public upon request. If you believe any of the information provided in your submission meets the criteria of a trade secret and you wish to protect it, you must write the word "confidential" on each page, either on the bottom, top or as a watermark BEFORE you provide the submission to the University.

Qualifications:

- 1) All bidders must attend the specified pre-bid meeting that will include a site walk of Building 18.
- 2) Hold the required applicable license in good standing at the time of the receipt of bid where the scope of work falls within the provisions of Chapter 489, Florida Statutes, issued by the State of Florida, Department of Business and Professional Regulation, Construction Industry Licensing Board.
- 3) Provide list of three (3) references, one (1) of which should be similar to this project in size and scope. References must include (a) a description of the project (b) the owner's name, address and telephone number of person who the University may contact to verify satisfactory performance by the Contractor.

A failure to attach any of this information to the Bid Pricing Summary Sheet may be a basis for rejection of Contractor's bid. As part of the evaluation, the University may make investigations to determine the ability of the Contractor to perform the work. The University reserves the right to reject any bid if the Contractor fails to meet the minimum requirements outlined above or otherwise fails to satisfy the University that it is properly qualified to carry out the obligations of the contract. The University reserves the right to solely determine the acceptance or rejection of any offers made, and to solely determine whether the offer meets the University's requirements.

Note: A copy of current Escambia County Local Business License must be submitted by the successful firm within seven (7) business days of notification of intent to award.

PROJECT STATEMENT

PURPOSE

Improve building envelope capable to withstand specified wind loads.

SCOPE OF WORK

Wind retrofit Building 18 located at 11000 University Parkway, Pensacola, Florida 32514. Replace all exterior doors, storefront and windows with rated assemblies as specified. Provide structured upgrades as shown for roof framing at budding corners, and install steel tube columns on exterior perimeter of building to the foundation and roof came together. The components used for this wind retrofit will meet the Florida Building Code requirements and specifications. The project will harden the structure to withstand hurricane force winds and protect the building and its contents during a major disaster.

SPECIAL REQUIREMENTS

Phased Construction – This project will be completed in phases. Please refer to architect plans for construction limits of each phase. Extensive coordination with UWF Project Manager and building occupants will be required to ensure minimal disruption of essential operations. Work outside normal building work hours may be required where necessary to avoid excessive disruption to normal building functions.

Payment and Performance Bonds - Cost of bond(s) to be included in total bid price.

Owner Direct Purchase (ODP) - This project will include Owner Direct Purchases (ODP) to take advantage of University tax-free status and these purchases will be scheduled, coordinated and accommodated by the Construction Manager on behalf of the University.

Liquidated Damages

- Inasmuch as failure to Substantially Complete the Work project by **May 1, 2020** will result in injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, it is agreed that if the Work is not Substantially Completed by **May 1, 2020**, or within such further time, if any, as shall be allowed for time extensions in accordance with the provisions of the Contract, the Contractor agrees to pay to the Owner as liquidated damages for such delay, and not as a penalty, One Thousand and no/100 dollars (\$1,000.00) for each calendar day elapsing between the date fixed for Substantial Completion and the date such Substantial Completion is fully accomplished. The parties agree that said liquidated damages are reasonable given existing circumstances, including, without limitation, the range of harm that is foreseeable and the anticipation that proof of damages would be costly and impractical.
- These liquidated damages are not assessed as a penalty but represent the Owner's estimate of actual out-of-pocket expenses and shall be payable in addition to any expenses or costs payable by the Contractor to the Owner and shall not preclude the recovery of damages to the Owner.
- This provision for liquidated damages for delay shall in no manner affect the Owner's right to terminate the Contract. The Owner's exercise of the right to terminate shall not release the Contractor from an obligation to pay said liquidated damages.

LAST DAY FOR QUESTIONS: November 20, 2019 at Noon Central Time

ESTIMATED BUDGET AMOUNT: \$1,000,000.00

Major Construction/Renovation Contracts/Builder's Risk Options
(Projects Over \$1,000,000)
Minimum Insurance Coverage and Requirements

The CONTRACTOR shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum insurance, the University of West Florida (UWF) shall not be deemed or construed to have assessed the risk that may be applicable to the CONTRACTOR. The University of West Florida recognizes these limits of coverage shall not be interpreted as limiting liability. The CONTRACTOR shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The CONTRACTOR is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

COVERAGES

1. Commercial General Liability–ISO CG 001 Form or equivalent. Coverage to include:

- Premises and Operations
- Explosions, Collapse and Underground Hazards
- Products/Completed Operations
- Liability assumed under an Insured Contract (including defense costs assumed under contract)
- Broad Form Property Damage
- Independent Contractors
- Personal/Advertising Injury
- Additional Insured – Owners, Lessees or Contractors Endorsement, (ISO Form CG 20 37 07 04 or equivalent)

2. Automobile Liability including all:

- Any Auto
- Owned Auto
- Non-owned Auto
- Hired Auto
- Personal Injury Protection (when applicable)

3. Workers’ Compensation

- Statutory Benefits (Coverage A)
- Employers Liability (Coverage B)

4. Excess/Umbrella Liability

Excess of Commercial General Liability, Automobile Liability and Employers Liability. Coverage should be as broad as primary.

LIMITS REQUIRED

The CONTRACTOR shall carry the following limits of liability as required below: Dollar amounts may change in accordance with the event or project. The University of West Florida recognizes these limits of coverage shall not be interpreted as limiting liability. Events may include Food and Liquor Liability. Construction requirements may also include Builders Risk, Professional Liability, and Pollution Liability.

Commercial General Liability	
General Aggregate	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000
Personal/Advertising Injury	\$ 1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Payments (Any One Person)	\$ 5,000
Automobile Liability	
Bodily Injury/Property Damage (Each Accident)	\$ 1,000,000
Personal Injury Protection	Statutory
Workers’ Compensation	
Coverage A (Workers’ Compensation)	Statutory
Coverage B (Employers Liability)	\$100,000 \$500,000 \$100,000
Umbrella Liability	
Each Occurrence Limit	\$ 1,000,000
General Aggregate Limit	\$ 1,000,000

Products/Completed Operations Aggregate	\$ 1,000,000
Professional Liability (when applicable)	
Each occurrence	\$1,000,000
Aggregate	\$2,000,000
Pollution Liability (when applicable)	
Per Loss	\$100,000
Aggregate	\$100,000

The University requires the Contractor to keep the insurance policy in effect beyond the completion of the project to cover possible hidden defects or possible flaws in the design/construction. Example: if a wall fails a year after the completion of the project, the Contractor would be obligated to repair or replace the wall. However, if the wall causes half of the building to fall with it, then the insurance would pay for the damage of the building. The extended period is requested by the University and the insurance coverage shall be maintained, except for Automobile Liability and Worker's Compensation, for a period of one (1) year after the date of substantial completion of the project.

ADDITIONAL REQUIREMENTS

The CONTRACTOR shall meet the following requirements:

1. Be licensed or approved to do business within the State of Florida.
2. Insurer must be licensed in the State of Florida.
3. Insurance certificate and endorsement written on a Project/per occurrence basis (Professional liability and pollution liability are acceptable written on a claims-made basis).
4. Name the State of Florida, Florida Board of Governors, University of West Florida Board of Trustees, and The University of West Florida, its officers, employees, agents, and volunteers as "Additional Insured". (ISO Form CG 20 37 07 04 or equivalent).
5. Include an Additional Insured Endorsement form as the "Additional Insured" on Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Environmental Liability and other as specified by the contract.
6. Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by UWF.
7. Include a Waiver of Subrogation Clause that clearly states that the insurer paying any claim arising by reason of any operations under the contract will not seek reimbursement from UWF.
8. Include a Separation of Insured Clause (Cross Liability) for all liability policies.
9. Policy may not be non-renewed, cancelled or materially changed or altered unless thirty (30) days advance written notice is provided to UWF.
10. Insurance certificates and written endorsement **must** be provided directly by the insurance agency or carrier.
11. Renewal certificates and endorsements are to be provided to UWF at least 30 days prior to expiration.
12. Failure of the Contractor to fully comply with these requirements during the term of the Contract will be considered a material breach of contract and will be cause for immediate termination of the Contract at the option of the University or purchasing the insurance on behalf of the Contractor and being reimbursed by the Contractor.
13. Insurer possesses a minimum **A.M. Best's Insurance Guide rating of no less than "B+"**.

BID PRICE SUMMARY SHEET

FROM:

Bidder's Name

Address

(Florida Corporate Charter Number)

(Federal I.D. Number)

Telephone **e-mail address**

TO: **The University of West Florida**
Procurement and Contracts
11000 University Parkway
Pensacola, FL 32514

Bids will be received at Bldg. 20W, Room 159

I, hereinafter called "Bidder", by my signature below, having visited the site of the proposed project and familiarized myself with the local conditions, nature and extent of the work, and having examined carefully the Drawings, Technical Specifications, General and Special Conditions and Scope of Work and any other documents relating thereto on file in Procurement and Contracts, propose to furnish all labor, materials, and equipment and other items, facilities, and services for the proper execution and completion of: **Building 18 – Hazard Mitigation Grant – Hardening of Building Envelope**, and if awarded the Contract, to complete said work within the time limits specified for the following bid price:

BASE BID:

BID PRICE \$ _____

BID PRICE WRITTEN _____

- Contractors Bid price shall be the sum total of all items listed on the schedules of values.

Contractor's Competency and Qualification – The University's requirements for establishing contractor competency and qualifications are set forth in the Invitation to Bid. It should be noted that a failure to provide this information with the bid may result in the rejection of Contractor's bid.

Note: All addenda must be acknowledged on the addendum and submitted with your bid.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person responding to this solicitation and is in all respects fair and without collusion or fraud. In submitting a bid to the University of West Florida, the Bidder agrees that if the bid is accepted, the Bidder shall convey, sell, assign or transfer to the University of West Florida 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 U.S. and the State of Florida for price-fixing related to the particular commodities or services purchased or acquired by the University of West Florida.

SIGNED AND SEALED THIS _____ **DAY OF** _____, **2019**

Authorized signature: _____

Typed name: _____

Title: _____

LIST OF REFERENCES

COMPANY NAME:		
ADDRESS:		
CONTACT PERSON:		
PHONE:	FAX:	E-MAIL ADDRESS:
NAME OF CONTRACTOR'S SUPERVISOR:		
PROJECT DESCRIPTION:		

COMPANY NAME:		
ADDRESS:		
CONTACT PERSON:		
PHONE:	FAX:	E-MAIL ADDRESS:
NAME OF CONTRACTOR'S SUPERVISOR:		
PROJECT DESCRIPTION:		

COMPANY NAME:		
ADDRESS:		
CONTACT PERSON:		
PHONE:	FAX:	E-MAIL ADDRESS:
NAME OF CONTRACTOR'S SUPERVISOR:		
PROJECT DESCRIPTION:		

BIDDER'S CHECKLIST

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink legible or typewritten. Any corrections must be initialed by person making the corrections, or by modification prior to scheduled bid opening date. Failure to comply may be sufficient reason to reject bid.

**Save a tree! Please send only those items requested.
Do not include the bid package.**

To assist you in furnishing a responsible bid, we have prepared this sample checklist for your use, prior to your mailing of the bid(s).

	Company name on Bid Price Summary Sheet.
	Original signature on Bid Price Summary Sheet (MANDATORY).
	One original of completed and signed bid and One Electronic Copy (flash drive preferred).
	Two copies of completed signed bid.
	Mandatory pre-bid meeting and/or site inspection.
	Acknowledgment of receipt of addenda (if applicable).
	Bid Guarantee 5%
	List of References
	Signed E-Verify Certification
	If there are bid modifications, proper signatures thereto. No bid modification written on the outside of the sealed bid envelope will be accepted.
	Copies of current qualification certifications as required by F.S. 489.115 and bid specifications.
	Bidder to identify bid number on outside of mailing envelope to ensure proper handling. If not properly identified with at least company name, address, contact person name and contact information and project name, the University is not responsible if your bid is overlooked and not considered at the opening.

BIDDING INSTRUCTIONS AND INFORMATION

Bid Price Summary Sheet and Invitation to Bid: Each bidder shall submit a bid on the BID PRICE SUMMARY SHEET contained herein and indicate bid prices thereon in proper spaces. Each bid must give the full business address of the bidder and state whether it is an individual, corporation, or partnership. Bids by corporations must be signed with the legal name and seal of the corporation followed by the name of the state of its incorporation and the manual signature and designation of an officer, agent, or other person authorized to bind the corporation. All bid sheets must be executed and submitted in a sealed envelope. The outside of the envelope shall contain, in addition to the University's address, the date and time of the bid opening and bid number. It is the bidder's responsibility to make certain the envelope can be identified with the bid number marked on the outside of the bid package. Submit ONE ORIGINAL and TWO COPIES of completed and signed bid. The original bid is to be marked "original." Bid must contain a manual signature of an authorized representative in the space provided on the Bid Price Summary Sheet. All corrections made by the bidder must be initialed. **Use of typing or ink is required. The use of erasable ink or a pencil is not permitted.** Bidders shall be responsible for the actual delivery of bids during business hours to the designated location. It shall not be sufficient to show that the bid was mailed in time to be received before the scheduled closing time for receipt of bids. NOTE: Do not include more than one bid number per envelope. **The University will not be responsible for unopened bid packages at the bid opening when the bid is not properly identified. Bids by fax, telegram, or telephone ARE NOT ACCEPTABLE.**

Submittal of Bid: By submitting a bid in response to this solicitation, bidder agrees that the specifications, terms and conditions are not restrictive and attests that he/she has no objection to any of the terms, conditions or specifications.

Withdrawal of Bids: Bids may be withdrawn by bidders submitting a written, telegraphic, or facsimile request prior to the time fixed for opening of bids. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened. No bid may be withdrawn after the opening of bids is commenced.

Acceptance or Rejection of Bids: As part of the evaluation, the University may make investigations to determine the ability of the Contractor(s) to perform the work. More than one bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for collusion existing among bidders or falsification of any entry made will cause any or all bids to be rejected. The University reserves the right to reject any and all bids and to waive informalities when in the opinion of the University such rejection is in the best interests of the University.

Bid Guarantee: Bids shall be accompanied by a bid guarantee of five (5) percent of the total of the bid. This bid guarantee may be in the form of a certified check, cashier's check, bank draft, or bid bond made payable to The University of West Florida Board of Trustees. Such check or bid bond shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw bid for a period of sixty (60) days after the scheduled closing time for the receipt of bids; that if his/her bid is accepted, he/she will enter into a written contract with the Owner in accordance with the owner-contractor agreement included as part of the contract documents, and that the required Performance and Payment Bond for the project will be given; and that in the event of failure to enter into said agreement and give said bonds within ten (10) days after receipt of notice of acceptance of his/her bid the bidder shall be liable to the Owner for the full amount of the bid guarantee as representing the damage to the Owner on account of the default of the bidder in any particular hereof. Checks provided in lieu of bid bonds will be returned to all bidders upon execution of agreement and approval of Performance and Payment Bonds. If the required agreement and bonds have not been executed within sixty (60) days after the date of the opening of the bids, then the bid bond or check of any bidder will be returned upon request provided it has not been notified of the acceptance of its proposal prior to the date of such request.

Notice: A bid bond must be signed by a Florida licensed agent who holds a current Power of Attorney from the Surety Company issuing the bond. NO EXCEPTIONS. Failure to provide the bid guarantee (deposit) will result in the rejection of your bid at the bid opening.

Performance and Payment Bond: Any person entering into a formal contract with The University of West Florida for construction or renovation/repairs to a public building shall submit when required (at the discretion of the University) before commencing the work to execute a one-hundred (100) percent Performance and Payment Bond with a Surety Company licensed to do business in the State of Florida, made payable to The University of West Florida Board of Trustees. Such bond shall be conditioned that the contractor perform the contract in the time and manner prescribed in the contract and promptly make payments to all persons in Section 713.01, F.S., whose claims derive directly or indirectly from the prosecution of the work provided for in the contract. Any claimant may apply to the governmental entity having charge of the work for copies of the contract and bond and shall thereupon be furnished with copies. The claimant shall have a right of action against the Contractor and Surety for the amount due him/her. Such action shall not involve the public authority in any expense.

NOTE: Requirement for payment and performance bonds shall be in accordance with F.S. 255.05.

Surety Companies Acceptable to the University of West Florida: The cost of the bonds shall be borne by the Contractor. The bonds shall be accompanied by a duly authenticated or certified document, evidencing that the person executing the bonds in behalf of the Surety had the authority to do so on the date of the bonds. All bonds required by this section shall be written through reputable and responsible insurance companies licensed to do business in the State of Florida, with a Best Rating of at least B+.

Minority Program: The University of West Florida actively seeks and encourages women and minority business enterprises to compete for the business of the University. The awarded Contractor will be required to use its best efforts in seeking and encouraging participation by women and minority businesses in competing for the opportunity to assist Contractor in providing the goods and/or services to the University. The University will require Contractor to provide proof in order to substantiate the Contractor's efforts.

References: All bidders must have proven, verifiable, and documentable experience related to projects of a similar size and nature as the scope of work provided with this Invitation to Bid. Unproven and/or unverifiable experience will disqualify the bidder from any further consideration. Each bidder shall submit with the bid a list of references using the form herein and return attached to the BID PRICE SUMMARY SHEET. Failure to do so may disqualify the bid.

Listing of Subcontractors: If awarded, the Contractor shall submit to the University a full list of subcontractors and manufacturers who will perform the work or provide equipment for each Division and Section of the technical specifications as indicated.

The bidder shall have determined to his/her own complete satisfaction that a listed subcontractor and manufacturer has been successfully engaged in this particular type of business for a reasonable length of time, has successfully completed installations or provided materials comparable to that which is required by these bid documents and is qualified both technically and financially to perform that pertinent subcontract or materials for which he/she is listed. Contractor is responsible for reading division and section requirements as to the ability and license for approval of subcontractors.

Subcontractors shall be listed in such a way that their identities may not be confused with other subcontractors doing business under the same or similar name. The street address, telephone number, or the registration or certification number may be given on the bid form for this purpose.

The list of subcontractors shall be subject to approval of the Owner prior to the execution of the contract. Requested substitutions, if any, shall not involve additional cost to the Owner. Subcontractors and/or substitutions can be rejected if deemed in the best interest of the University. The acceptance of subcontractors shall not constitute any obligation on the part of the Owner to accept materials, systems or workmanship, which are not in full compliance with all applicable portions of the contract drawings and specifications.

After the Contractor's list of subcontractors has been accepted, or if no exceptions are made thereto, no further changes shall be made without specific written authority of the Owner and satisfactory adjustment of the contract price in the form of a change order.

Background Checks: A Level II background check is required to be performed by the successful Respondent(s) for each employee engaged in providing the services or activities described in this ITN. The successful Respondent(s) must represent that each employee it assigns to provide the services or activities described in this ITN has successfully passed a Level II background check. These background checks shall be performed at Respondent's expense.

The successful Respondent(s) shall also include in any related subcontracts a requirement that subcontractors providing work or services for the University on its behalf perform a Level II background check for each employee engaged in providing such work or services. Any and all subcontractors must represent that each employee it assigns to provide the work or services described in this ITN has successfully passed a Level II background check.

Public Records: This bid is subject to the requirements of Chapter 119, Florida Statutes (Public Records Law). UWF may unilaterally cancel this Agreement for refusal by 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 in conjunction with this Agreement.

To the extent that Vendor meets the definition of "contractor" under Section 119.0701, Florida Statutes, and in addition to other contract requirements provided by law, the Vendor agrees that it is acting as a contractor on behalf of the University as provided under s. 119.0701(a) and as such it will comply with Florida's Public Records Law. Specifically, Vendor agrees that it will:

1. Keep and maintain public records that ordinarily and necessarily would be required by UWF in order to perform the services performed by Contractor under the Agreement.

2. Provide the public with access to such public records on the same terms and conditions that UWF would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer to UWF, at no cost, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to UWF in a format that is compatible with the information technology systems of UWF.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT:

- i. The Office of General Counsel: (850) 474-3420, gcfrofrontdesk@uwf.edu, Building 10, 11000 University Parkway, Pensacola, FL 32514.

Public Entity Crimes: In accordance with Florida Board of Governors Regulation 18.001(5), a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a Public Entity Crime, may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 F.S., for CATEGORY TWO (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

Florida Products and Labor: This project will be governed in accordance with Florida Products and Labor, Section 255.04, F.S., which requires that on building contracts, Florida products and labor shall be used wherever price and quality are equal, subject to considerations set forth in that section of the Statutes relating to comparisons of quality of materials, as well as qualifications, character, responsibility and fitness of materialmen, contractors, and builders proposed for employment.

Material Substitutions: Bidders offering substitutions must furnish complete descriptions, pictures, or drawings and specifications of the product(s) no later than ten (10) business days prior to the bid date to enable issuance of addenda to all vendors. Approval or rejection of proposed substitutions will be made by The University's Department of Facilities Planning and Construction Services in consultation with the consulting architect/engineer. The University's decision shall be final and shall be binding on all parties.

Errors: Bidders are expected to properly examine the bid documents, schedule, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension of numbers, the unit price will govern.

Conditioned Award: To be eligible to receive an award of contract, bidders must provide certain information and meet certain requirements which are identified in the Invitation to Bid information documents. Failure to provide the information in the required timely manner will be cause to treat the bid as non-responsive. A Bidder's Checklist of required information and materials is provided to eliminate errors or misinterpretations. Failure to comply may be sufficient reason to reject the bid.

Interpretation of Bidding Documents: The intent of the documents is to include all items necessary for the proper execution and completion of the work by the contractor(s). What is required of one shall be as binding as if required by all. Performance by the contractor(s) shall be required to the extent consistent with the bid documents and reasonably inferable from them as being necessary to produce the intended result. 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. Every request for such interpretation or correction must be made no later than ten (10) business days prior to the bid due date and shall be in writing to the attention of the buyer named on the first page of the Invitation to Bid. All such interpretations and supplemental instructions will be coordinated by this person and be in the form of written addenda to the bidding documents. Only the interpretation or correction so given by the University in

writing, shall be binding. Bidders are advised that no other source is authorized to give information concerning, or to explain, or interpret the Bidding Documents.

Addenda: In case the University or its representative finds it necessary to supplement, modify, or interpret any portion of the bidding documents during the bidding period, such procedure will be accomplished by the issuance of written addenda by the University of West Florida Procurement and Contracts (P&C) Office. Bidders are fully responsible for obtaining the complete solicitation, addenda (if applicable), information concerning pre-bid or other meetings, bid tabulations and notice of intent to award by visiting P&C's website at <https://uwf.edu/offices/procurement/vendors-only/open-solicitations-and-public-notices/>.

Taxes: Contractors who purchase materials which will be used in the construction of a State-owned building will not be exempt from the sales tax on these materials. The University of West Florida is not subject to: federal excise taxes on materials or appliances that are incorporated into and become a part of the completed improvement, and federal tax on transportation of property. In every case of purchase of materials to be incorporated in the work which are subject to federal excise tax, the University will furnish to the contractor the necessary Federal Excise Tax Exemption Certificate upon receipt of a copy of the supplier's invoice showing the item or items, the net price, and federal excise tax separately. The bidder shall take these factors into consideration in preparing a bid, including therein the cost of the state sales and use tax on materials, but excluding the cost of those taxes not applicable.

Local Occupational License: The successful contractor shall be required to obtain an Escambia County Occupational/Business license prior to contract award.

Award of Contract:

- A. The contract will be awarded to the responsive and approved bidder submitting the lowest bid complying with all of the conditions of the "Invitation to Bid", provided his/her bid is reasonable and it is in the interest of the University to accept it. The bidder(s) to whom the award is made will be notified at the earliest possible date.
- B. As deemed in the best interest of The University, the right is reserved to make multiple awards or a single award, to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the University.
- C. The University at its sole discretion also reserves the right to reject the non-responsive bid or the bid of any non-responsible bidder.

Acceptance of Alternatives:

- A. Alternates quoted on the Bid Form will be reviewed and awarded at the sole discretion of the Owner.
- B. The Contractor shall clarify all questions regarding the Base Bid and Additive Alternate and Deductive Alternate scope of work prior to bidding.

Identical Tie Responses: Whenever two or more responses which are equal with respect to price, quality, and service are received, preference will be given as follows:

- A. Businesses whose principal place of business is the State of Florida.
- B. Commodities manufactured in the State.
- C. Should a tie remain, award shall be determined by a flip of a coin.

Bid Opening: Bids shall be acknowledged and names of bidders announced and recorded at a public bid closing. No bids will be opened. In accordance with 119.071 F.S., bids are exempt from public records laws until such time as the agency provides notice of an intended decision or until thirty (30) days after the bid due date.

Bid Tabulation: Bid tabulations will be posted on the Procurement website – <https://uwf.edu/offices/procurement/vendors-only/open-solicitations-and-public-notices/>

Bid Protest: In accordance with University of West Florida Regulation 6.0054(5) and Board of Regulations 18.002(5), any qualified bidder who is adversely affected by the university's decision or intended decision must timely file a written Notice of Intent to Protest with the UWF Procurement and Contracts Office within seventy-two (72) hours of the electronic posting of award or notice of intent to award. Failure to timely file a Notice of Intent to Protest within seventy-two (72) hours of the university's posting of the notice of decision or intended decision being protested shall constitute a waiver of the right to protest proceedings related to that decision or intended decision.

Any qualified bidder that files an action protesting a decision or intended decision pertaining to this solicitation, must post with the University at the time of filing the formal protest, a bond payable to the University of West Florida Board of Trustees in an amount prescribed by UWF Regulation 6.0057 (3). In lieu of a bond, the University may accept a cashier's check or money order in the amount of the bond.

Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.

Tobacco-Free Campus Policy: The University of West Florida is a tobacco-free campus. The use of cigarettes (electronic or traditional) or other tobacco products is prohibited in all UWF-owned buildings, leased spaces and outdoors on all UWF campus properties and leased spaces. The successful Bidder(s) must fully comply with this tobacco-free policy.

Federal Requirements: This bid is being solicited in accordance with the procurement requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 and 2 CFR 200, Appendix II as outlined in Exhibit F – Additional Terms and Conditions to Agreements for Federally-Funded Projects.