

STANDARD OPERATING PROCEDURE # AES 2.002

Subject: Construction Projects Contracting

Purpose and Scope: To establish a uniform model for executing the contracts for construction work so that both the project manager as well as the contractor will know the procedures.

Policy: All projects requiring a solicitation will follow these procedures.

Procedures:

Bidding:

1. UWF department to forward following documents/information to Procurement and Contracts to begin the bidding process:
 - Approved requisition with estimated dollar value of project
 - Any special requirements not included in specifications (such as whether site visit and/or pre-bid meeting should be required)
 - Required timeline to include: call for bids, pre-bid date, bid opening, and anticipated start date. (These dates can be modified in working w/ P&C, but should be supplied initially for planning purposes.)
 - Liquidated damages rate, if any
2. Upon receipt of approved requisition, etc, Procurement and Contracts will provide applicable bid number, name of buyer, date and location of pre-bid meeting and bid opening, anticipated start date and project completion date or time as well as any special requirements or conditions.
3. Consultant to complete the Invitation to Bid form and Bid Price Summary Sheet and submit to P&C and the Project Manager electronically (via e-mail and/or CD along with:
 - Specifications and drawings. Specifications and drawings are to be submitted as .pdf or protected Word files.
 - UWF Division 0 General Conditions
 - Completed UWF Division 1 General Requirements in .pdf or protected Word file

Note 1: Invitation to Bid form and Bid Price Summary Sheet should not be protected when submitted to P&C to allow for revision if necessary. P&C will convert to Adobe prior to issuing solicitation.

Note 2: Project Manager to ensure that the design consultant binds UWF Division 0 & 1 into the permit set of documents.

4. Project Manager to review and approve specifications, drawings, etc. prior to P&C issuing solicitation.

5. Procurement and Contracts to schedule and make arrangements for pre-bid meeting and bid opening. Procurement and Contracts will notify contractors who have asked to be included in bidding opportunities for the specific type of project being bid.

** Project Manager must attend pre-bid meeting. Others to be invited, but designated as optional are: Regina Bell, Building Code Administration, and Office Mgr for Architectural and Engineering Services.*

6. After bid package has been reviewed and approved by P.M., P&C to prepare Call for Bids and advertise/announce solicitation as appropriate. Project must be announced in the Florida Administrative Weekly 21 days prior to bid opening under following conditions:

- Professional services for projects which exceed \$250,000
- Continuing professional services or construction management services under a campus service agreement
- Construction management services
- Design-build services
- Construction projects expected to exceed \$200,000

Construction projects expected to exceed \$500,000 are to be announced in the Florida Administrative Weekly and at least once in a local newspaper at least 30 days prior to bid opening.

NOTE: See calendar example for deadline to submit for FAW.

7. Procurement and Contracts to determine how plans and specifications are to be distributed based on the scope of work.
8. All inquiries to be submitted in writing to Procurement and Contracts. If addendum is technical in nature, P&C to obtain necessary information/clarification from Project Manager and/or consultant.
9. Addenda to be issued by Procurement and Contracts.
10. All sealed bids are to be returned to Procurement and Contracts, which will oversee the bid opening process.
11. Copy of bid tabulation to be posted for 72 hours. Original bid tab to be signed by the project manager and/or architect/engineer and all attendees at bid opening.
12. Project Manager and consultant to review low bidder's submittal to ensure that it is a responsive bid. If not, next low bid to be reviewed in turn until a responsive bid is identified, at which time consultant will make a recommendation for award. Project Manager must notify P&C if in agreement with consultant. If so, P&C to post Notice of Intent to Award to Procurement & Contracts' website. Notice of intent to award to be posted 72 hours (exclusive of week-ends and holidays) prior to actual contract award.

Scheduling:

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	AES consultant to provide call for bid language to P&C		Procurement & Contract to send call for bids in FAW			
	Bid package from AES/Consultant to P&C			Pensacola News Journal cut-off for advertisement for bids	First day of advertising in FAW	
Pensacola News Journal advertisement (30 days)						

Contracting:

13. During 72-hour posting period, Procurement and Contracts to draft owner-contractor agreement and route for internal approvals. Internal approvals – General Counsel, Associate V.P. Facilities Management, Director A&E Services, and Project Manager.

NOTE: If standard contract from GC's website is used, it is not necessary for General Counsel to review. General Counsel review is required if substantive changes, which have not previously been approved, are made. GC review is required for all contracts of \$1,000,000 or more.

14. Upon completion of 72-hour notification period and receipt of internal approvals, Procurement and Contracts to forward originals to contractor for signature along with Assignment of Anti-trust claims form.

15. When signed originals have been returned, Procurement and Contracts to check all pages for any changes made by contractor. If material changes were made, P&C to make copy and re-route for internal approvals.
16. If no changes are made or upon receipt of internal approvals of changes, P&C to forward agreement to appropriate party for signature –
 - If \$99,000 or less, contract to be signed by the Manager of Procurement and Contracts.
 - If more than \$99,000 but less than \$999,000, contract to be signed by the Assistant V.P. for Financial and Procurement Services.
 - If \$999,000 or more, contract to be signed by the President of the University
17. Upon receipt of all signatures, Procurement and Contracts to issue PO and forward to contractor with one fully-executed original agreement. Forward payment request forms, lien waivers, etc. with executed agreement.

Distribution: Original – Contractor
 Original – Project Manager
 Original – Procurement and Contracts file
 Copy – Consultant
 Copy – Accounting
18. Notice to proceed to be issued by Procurement and Contracts upon:
 - Receipt of signed assignment of anti-trust form.
 - Receipt of certificates of insurance or notification by code administrator that permit has been issued (if permit required, contractor may submit certificates of insurance to code administrator.)
 - Receipt of payment and performance bonds, if applicable.

Developed by:

**Director
 A&E Services**

**Elaine T. Smith
 Manager
 Procurement and Contracts**

Approved by:

**Dr. James Barnett,
 Associate Vice President
 Facilities Services**

**David O'Brien
 Assistant Vice President
 Financial and Procurement Services**

University of West Florida

Board of Trustees

Solicitation *insert number*

Insert title of solicitation

Bids due *insert solicitation due date*

This bid package consists of the following documents:

Call for Bids

Invitation to Bid which includes Project Statement

Bidding Instructions and Information

Special Terms and Conditions (*if applicable*)

Division 0 General Conditions

Exhibits A – D

- 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

Division 1 General Requirements

Technical Specifications

Drawings _____ *number of drawings*

University of West Florida
Board of Trustees

Invitation to Bid

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

Date _____

Bid Number: _____ Bid Opening Date: _____ Time: _____
Project No.: _____ Project Name: _____
Anticipated Start Date: _____ Project Completion Date: _____

General Project Description: _____

Sealed bids for this project will be received in the Office of Procurement and Contracts, University of West Florida, Bldg. 90, Room 102, Pensacola, Florida, 32514 until the date and time of the opening as specified above, at which time they will be opened publicly, examined, and read aloud. All inquiries must be directed to name and title of buyer.

A mandatory pre-bid meeting is scheduled for:

Date: _____ Time: _____
Place: _____

Bid documents: Bid documents are available online at <http://www.uwf.edu/purchasing/VendorInfo/OpenBidsProposals.html> or at the Office of Procurement and Contracts, Bldg. 90, University of West Florida, 11000 University Pkwy, Pensacola, FL 32514.

Bid documents include:

- Invitation to Bid (including Exhibits A – E)
- _____ Drawings, ___ pages
- _____ Project Manual
- Division 0 General Conditions
- Division 1 General Requirements

Contact:

The sole contact and P&C representative for this solicitation is

Email:

Web address: <http://uwf.edu/purchasing>

Respondents 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 P&C representative and sole contact listed above. Any such unauthorized contact will result in the disqualification of the Respondent's submittal.

IMPORTANT: Respondents are fully responsible for obtaining the complete Bid, Addenda (if applicable), information concerning the Bid tabulations, award, and public meetings, by visiting our web site: <http://www.uwf.edu/purchasing/VendorInfo/VendorGuide.html>. 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.

Consulting Architectural/Engineering Firm:

Qualifications:

- 1) All bidders must submit with bid a Proof of Site Visit Form signed by the bidder and an authorized representative of the Department of Architectural and Engineering Services.
Note: If attendance at a pre-bid meeting is mandatory, signature on pre-bid sign-in sheet will be used in lieu of Proof of Site Visit Form.
- 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) List of five references, three of which should be similar to this project in size and scope. References must include (a) a description of the project (ii) the owner's name, address and telephone number of person who the University may contact to verify satisfactory performance by the Contractor; and (iii) name of Contractor's employee who supervised the performance of the work. **The supervisor must be a current employee of the Contractor.**
- 4) Proof that this type of work is a full time part of his/her business.
- 5) A copy of the Occupational (Business) License issued by Escambia County, Florida or other Florida county or municipality.

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.

PROJECT STATEMENT

PURPOSE

SCOPE OF WORK

SPECIAL REQUIREMENTS

BID PRICE SUMMARY SHEET

FROM:

Bidder's Name

Address

(Florida Corporate Charter Number)

(Federal I.D. Number)

TO:

**The University of West Florida
Office of Procurement and Contracts
11000 University Parkway
Pensacola, Fl. 32514**

Bids will be received at Bldg. 8, Room 102

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 the Office of Procurement and Contracts, propose to furnish all labor, materials, and equipment and other items, facilities, and services for the proper execution and completion of: **SHORT DESCRIPTION OF PROJECT**, 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 _____

OPTION #1:

BID PRICE \$ _____

BID PRICE WRITTEN _____

OPTION #2:

BID PRICE \$ _____

BID PRICE WRITTEN _____

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Acknowledgement is hereby made of receipt of the following Addenda issued during the bidding period.

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

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.

SIGNED AND SEALED THIS _____ DAY OF _____, 2005

Authorized signature: _____

Typed name: _____

Title: _____

LIST OF REFERENCES

Note: See Qualifications

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:		

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:		

LIST OF SUBCONTRACTORS

THIS LIST IS TO BE FILLED OUT IN ITS ENTIRETY AND RETURNED WITH BID.

DATE: _____

This list is attached to, and is an integral part of the bid submitted by:

(Bidder to insert full name and address)

For performance of _____

The undersigned, hereinafter called "Bidder", lists below the names of subcontractors who will perform the segments of the work indicated. Only one subcontractor shall be listed for each subcontract except where the subcontract may be divided for award by the bidder in one or more parts. In that event, each subdivision shall be identified by the bidder in the spaces provided below.

SUBCONTRACT WORK	SUBCONTRACTOR IDENTIFICATION	MBE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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.

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.
	One copy of completed signed bid.
	Mandatory pre-bid meeting and/or site inspection.
	Acknowledgment of receipt of addenda (if applicable).
	Bid for alternates (if applicable).
	Bid Guarantee
	List of References*
	List of Subcontractors*
	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, the University is not responsible if your bid is overlooked and not considered at the opening.

*For a list of certified minority and woman-owned businesses, contact Regina Bell, 850/474-2632, or e-mail rbell@uwf.edu.

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 ONE COPY 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.**

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 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. Bid guarantees 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 resident 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 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 certified 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: If successful bid exceeds \$100,000, payment and performance bonds will be required.

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. In the usual case, the conferring of that authority has occurred prior to the date of the bonds, and the document showing the date of appointment and enumeration of powers of the person executing the bonds is accompanied by a certification that the appointment and powers have not been revoked and remain in effect. The date of that certification cannot be earlier than the date of the bonds. The bonds shall not be earlier than the agreement. To be accepted by the University as surety for bid bonds, performance bonds, and payment bonds a surety company must meet the following requirements at the time the invitation to bid is issued:

1. Be in good standing with the Florida Department of Insurance.
2. Authorized or approved to do business in the State of Florida.
3. Authorized to write Surety Bonds in the State of Florida.
4. For projects for which the contract amount is \$500,000.00 or less:
 - a. Have twice the minimum surplus and capital required by the Florida Insurance Code.
 - b. Must be in compliance with all other provisions of Florida Insurance Code (no violation).
 - c. Hold a current valid certificate of authority issued by the United States Department of Treasury under SS31 USC 9304-9308.
5. For projects for which the contract amount is \$500,000.00 or greater:
 - a. The Surety Company shall have been in business and have a record of successful continuous operation for at least five years, unless this provision is expressly deleted by addendum.
 - b. Except for asbestos contracts, for which a B rating is acceptable, the Surety Company shall have at least the following minimum ratings:

<u>CONTRACT AMOUNT</u>	<u>BEST RATING</u>	<u>REQUIRED FINANCIAL SIZE</u>
\$ 500,000 to 749,999	A	Class V
750,000 to 999,999	A	Class VI
1,000,000 to 1,499,999	A	Class VII
1,500,000 to 9,999,999	A	Class VIII
10,000,000 or more	A	Class IX

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.

For more information please contact:

Ms. Regina Bell
Minority Business Enterprises
University of West Florida
11000 University Parkway
Pensacola, FL 32514
850-474-2632 phone, 850-474-2090, fax
rbell@uwf.edu

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 and Major Material suppliers: Each bidder shall submit with the bid full lists of subcontractors and major material suppliers and/or manufacturer (see forms included herein) who will perform the work or provide materials for each Division and Section of the technical specifications as indicated.

The bidder shall have determined to his own complete satisfaction that a listed subcontractor and material supplier and/or 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 and Material Suppliers 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.

Within five (5) days after the bid opening, the low bidder shall submit copies of subcontractor license registration, manufacturer's certification, or certification numbers. In the event that the subcontractor is a corporation, its state corporate charter number shall also be noted. If the subcontractor is an out-of-state firm, his/her charter number with the Secretary of State to do business in the State of Florida should also be noted.

The list of subcontractors shall be subject to approval of the Owner. 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 or subcontractors and major material suppliers 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 and major material suppliers 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.

Failure on the part of any bidder to furnish required lists will be sufficient cause to disqualify the bid.

Public Entity Crimes: As required by Section 287.133, Florida Statutes, a contractor may not submit a bid for this project if it is on the convicted vendor list for a public entity crime committed within the past 36 months. The successful contractor must warrant that it will neither utilize the services of, nor contract with, any supplier, subcontractor, or consultant in excess of \$10,000 in connection with this project for a period of 36 months from the date of their being placed on the convicted vendor list.

The University shall not accept a competitive solicitation from or purchase commodities or contractual services from a person or affiliate who has been convicted of a public entity crime and has been placed on the State of Florida's convicted vendor list for a period of 36 months from the date of being added to the convicted vendor list.

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 or 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) 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 Departments of Architectural and Engineering Services and Procurement and Contracts 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 seven (7) 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 and addressed to the University's Office of Procurement and Contracts. All such interpretations and supplemental instruction 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 Office of Procurement

and Contracts. Minor revisions, corrections, or clarifications shall be issued no less than three (3) calendar days prior to the date scheduled for the receipt of bids. Thereafter, the only addenda issued will be only to withdraw the request for bids, or to postpone the date for the receipt of bids. 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 the Office's website at <http://uwf.edu/purchasing/VendorInfo/OpenBidsProposals.html>.

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.

Award of Contract:

- A. The contract will be awarded to the responsive and approved bidder submitting the lowest proposal 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 interest of the University.
- C. The University also reserves the right to reject the bid of any bidder who, in the best judgement of the consulting architect-engineer and/or University has previously failed to perform properly, has failed to complete time contracts of a similar nature, is not in a position to perform the work required or has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, materialmen and/or employees.
- D. In addition to the factors heretofore mentioned, the following primary consideration will be employed in determining the lowest responsible bidder, whether the bidder involved has adequate facilities available to do the work properly and expeditiously, has suitable financial resources to meet the obligations incidental to the work, and has appropriate technical experience.
- E. The University reserves the right to reject *any* bid, if in the opinion of the University, it is indicated the contractor will not perform by his own forces a portion of the total work deemed sufficient by the University to insure the contractor's beneficial interest and active participation in the project.
- F. The ability of a bidder to obtain a Performance and Payment Bond shall not be regarded as the sole test of such bidder's eligibility, competency, or responsibility.

Acceptance of Alternatives:

- A. Alternates quoted on the Bid Form will be reviewed, ranked and accepted in sequential order as they appear on bid tabulation form. Accepted alternatives will be identified in the Owner-Contractor Agreement. The price quoted on the bid form shall reflect the difference, if applicable, after deducting the base bid scope of work quote (that would not be installed because the alternate was accepted) from the alternate scope of work quote.
- B. The drawings and specifications include additional information that describe the Base Bid and Additive Alternate and Deductive Alternate work required.

- C. 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: Bid opening shall be public, on the date, place and time specified above. Persons with a disability requiring reasonable accommodation for pre-bid or bid openings should contact Ms. Catherine Powell in Bldg. 18, Room 172 at least five working days in advance to make appropriate arrangements. Persons with hearing or speech impairments should contact Ms. Powell by using the Florida Dual Party Relay System at 1-800-955-8770 (voice) or 1-800-474-2205 (TDD).

Bid Tabulation: Bid tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope. Payment of a predetermined fee may be required for copies of additional information. Bid files may be examined during normal working hours by appointment. Tabulations will NOT be provided by telephone nor facsimile.

Bid Protest: Any person who is adversely affected by the Owner's decision or intended decision shall file with The University of West Florida, 11000 University Parkway, Bldg. 8, Room 102, Pensacola, Florida, 32514, a notice of protest in writing within 72 hours, excluding Saturday, Sunday, and State legal holidays, after receipt of the bidding documents if the protest is directed toward the bidding condition or after the notice of the Owner's decision or intended decision of contract award or bid rejection of the protest is directed toward contract award or bid rejection. The notice should be forwarded to the attention of the buyer named on the first page of the Invitation to Bid.

Thereafter, a formal written protest by petition in compliance with Section 120.53(5), and Section 120.57, F.S., must be filed with The University of West Florida, 11000 University Parkway, Bldg. 8, Room 106, Pensacola, Florida, 32514, Attention: Elaine T. Smith, Manager, Office of Procurement and Contracts, with a copy to Mr. David O'Brien, Assistant Vice President for Administrative Affairs.

In compliance with Section 255.0516, F.S., any contractor filing an action shall at the time of filing of the formal protest, post with the University, a bond payable to The University of West Florida, Board of Trustees in an amount equal to: 1) \$25,000 or two percent of the lowest accepted bid, whichever is greater, for projects valued over \$500,000; or 2) five percent of the lowest accepted bid for all other projects. The bond shall be conditioned upon the payment of all costs which may be adjudged against the contractor 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 contractor to file the required bond, cashier's check or money order at the time of filing the formal protest shall result in the denial of the protests.

Failure to file a timely notice of protest or failure to file a timely formal written protest petition shall constitute a waiver of protest proceedings. Any protest filed prior to receipt of notice of the Owner's decision or intended decision will be considered abandoned unless renewed within the time limit provided for protests.