

Office of the Vice President
and Chief Financial Officer
Finance and Accounting Division
Purchasing and Disbursement Services
<http://purchasing.ufl.edu/>

102 Elmore Hall
PO Box 115250
Gainesville, FL 32611-5250
352-392-1331
352-392-8837 Fax

September 21, 2009

ADDENDUM NUMBER 3 ON INVITATION TO BID ITB10MB-107YC

TITLE: Continuing Minor Projects Annual Contract for General Contractors

This addendum shall be considered part of the Contract Documents for the above mentioned project as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original Contract documents, this addendum shall govern and take precedence. Bidders are hereby notified that they shall acknowledge receipt of the addendum.

The mandatory pre-bid meeting was held September 8, 2009 at 10:00 AM in the Purchasing and Disbursement Services, Elmore Hall, Room 102, Radio Road, Gainesville, Florida. **The bid opening has been rescheduled for October 2, 2009 at 10:00 AM in Elmore Hall, Room 102, Radio Road, Gainesville, Florida.**

- Questions from vendors will be entertained thru 5:00 PM, Wednesday September 23, 2009
- Attachment "A" Continuing Minor Project in Excel Format
- **Revision:** The award will be made to **seven (7)** contractors and not five (5).
- **Revision:** Please replace Acknowledgement Form with "Construction Bid Acknowledgement Form" **See below.**
- **Revision:** Page 00003.1 – Section 00003, Please completely delete the words "After Award of bid (or prior to award of contract)", and replace with "Bidder will deliver proof of insurance as described in Section 5 with bid documents." (See Below)
- **Revision:** Page 0006.1 – Section 00006 List of Required Forms and Documentation; Documents Required to Bid Award shall change with Documents Required with Bid submittal as outlined in Section 5. (See Below)
- **Revision:** Page 00100.2 Section 5 – Qualification of Respondents. The entire section will be deleted and replaced with the following:
 - **5. Qualification of Respondents**

5. 1 Typical projects assigned under this contract may include new construction, renovation, remodeling, reroofing and other building maintenance, equipment installation, pre-engineered metal buildings, greenhouses, pole barns, asbestos abatement, and fire code corrections.

Areas requiring renovation or remodeling may include animal research or holding areas, research laboratories, classrooms, library and media centers, offices and related functions, outpatient clinics, reception and waiting areas, lobbies and corridors, atriums, courtyards and plazas, modular and pre-engineered buildings, apartments, dormitories, and associated roadways, sitework, sidewalks, and landscaping within the dollar value maximum set by this contract. Typical projects may be a combination of any of the items listed in Section 00310.1 and may include additional items not listed as well as subcontracts (as discussed in Section 00800.10) in order to assemble a complete project. A respondent will be required to furnish evidence satisfactory to the Owner that he or she has sufficient means and experience to perform the type of work specified, in order to assure completion of the contract in a satisfactory manner. Contractor must also have the manpower and capability of performing multiple projects simultaneously.

5.2 Bid Response must include and submit the following documentation:

5.2.1 Proof of Builder's contractor or General Contractor License.

5.2.2 Proof of Insurance as required in Article 20.

General Liability \$1,000,000.00 per occurrence

Automobile Liability at least \$500,000.00

Worker's Compensation – Per requirements of Chapter 440, Florida Statutes

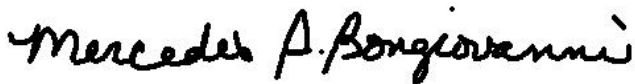
5.2.3 List Experience and training of Respondents. List and briefly describe 5 projects of similar complexity that would typically utilize line items listed in Section 00310.1 complete with location, date of completion, and names of contract and names and addresses of owners.

5.2.4 No Brokerage Contracts will be allowed. There will be no contract issued to "jobbers" or "brokers". Bidding contractor will be the "working" contractor.

- **Revision:** Page 00100.3 Section 8: The word "Mechanical" will be replaced by "General"
- **Revision:** Page 00100.4 Section 11 Execution of Agreement; Delete 11.2 and replace with the following: The bidder will be required to submit Proof of Insurance as described in Section 5 with bid document
- **Revision:** Page 00800.4; Article 20 – Insurance Requirements, Revise Sub-Paragraph 20.1.1.1 Commercial General Liability Insurance. Delete "For projects under \$100,000, the commercial ...for bodily injury, death and property damage." And replace with "Proof of same as Qualification in Section 5."
- The following are questions and the answers from the mandatory pre-bid meeting held September 8, 2009 at 10:00 AM in the Purchasing and Disbursement Services, Elmore Hall, Room 102, Radio Road, Gainesville, Florida.

- Q1: *Is this contract for use on the Gainesville campus only?*
A1: No, all University of Florida locations may use this contract. It will be used primarily on campus, with the possibility of use around the county. The successful bidder will not be required to travel but may take projects beyond the Gainesville campus. Price your bid based on work on the Gainesville Florida campus.
- Q2: *Can we be paid by University of Florida Purchasing Card (P-Card)? What is the maximum amount you can be paid with a PCard?*
A2: Yes, departments are allowed to pay by a p-card. The typical P-Card single transaction limit is \$2,000, but can be raised for a specific job.
- Q3: *How quickly can we be paid?*
A3: Accelerated payment can be arranged with UF Vendor Relations, e-mail addvendor@ufl.edu. Your vendor application generally designates payment schedule. The typical payment schedule is for 30 days after the department approves the service and submits the invoice for payment. Construction vendors are paid in 20 days after the department submits the invoice successfully for payment. Small and Minority businesses may be paid in 10 days after approval and submittal of invoice by the department. This program is called "Fast Track".
- Q4: *Is it OK to start a job without a purchase order?*
A4: No
- Q5: *Is a parking pass required?*
A5: The regulation for commercial contractors may be found in the Traffic and Parking website. Please refer to <http://www.parking.ufl.edu/pages/new-contract-vendor-rules.htm>
- Q6: *Is there a way to bus in employees to avoid parking on campus?*
A6: Yes, located on the west side of campus there is a free parking lot for contractors. <http://campusmap.ufl.edu/>
- Q7: *Is there a minimum sized project?*
A7: There is no minimum project size.
- Q8: *Is a bond required?*
A8: No, all jobs are less than \$100,000.
- Q9: *How do the Mechanical, Electrical and Plumbing annual contract(s) effect this contract?*
A9: Project Managers can combine all of the contracts if necessary.
- Q10: *Can the successful bidder hire subcontractors?*
A10: Yes, but the UF insurance requirements must be met by the subcontractors.
- Q11: *Who applies/pays for job permits?*
A11: Each contractor is responsible for obtaining a permit. Environmental Health and Safety (EH&S) is the permitting department for the campus. The source of payment of the fee will be determined by the UF entity for whom the work will be done and so check with the Project Managers as it varies from job to job. Do not insert an item in your bid for permit costs. For more information on obtaining permits please visit the EHS website: <http://www.ehs.ufl.edu/buildcode/inspol.htm>
- Q12: *Who is responsible for obtaining dumpsters and the disposal of trash?*
A12: The contractor is responsible for obtaining dumpster and disposal of trash. Disposal of trash and clean-up is especially critical before home football games and impending hurricanes.

- Q13: *How does the Project Manager choose which successful bidder to use for each job?*
A13: The Project Manager can choose between any of the 7 successful bidders. They can make their choice based on experience, pricing, bidder workload, etc.
- Q14: *How are the Contractor's Project Manager costs included?*
A14: Each line item takes into account the cost associated with a Contractor's Project Manager.
- Q15: *Will we receive AutoCAD drawings or hand drawings?*
A15: Typically you will receive AutoCAD drawings as the changes will need to be incorporated into the existing campus drawings. Architects and Engineers may be involved with the job due to the Florida building codes. Anything priced greater than \$50,000 requires the drawings be signed and sealed.
- Q16: *What was the total amount paid on this contract last year?*
A16: That information is not available as the University of Florida Financial systems do not track the amount paid out by job or contract.
- Q17: *What are the smoking rules on campus?*
A17: You can access information about the smoking/tobacco policy at UF here: <http://www.ehs.ufl.edu/RiskMgmt/Smoking.htm>
- Q18: *Are contractors required to register with the University Police Department?*
A18: Yes. Requirements are outlined in page 001010.3; Section 2.5. Further stringent requirements are necessary to work at our K-12 lab school, P K Yonge Laboratory Developmental Research School, due to the Jessica Lunsford Act.



Mercedes Bongiovanni
Purchasing Coordinator II

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDUM AND RETURN WITH YOUR BID. FAILURE TO ACKNOWLEDGE YOUR ADDENDUM COULD CONSTITUTE REJECTION OF YOUR BID.

VENDOR NAME

VENDOR ADDRESS

SIGNATURE

SUBMIT BID TO:
PURCHASING DEPARTMENT
UNIVERSITY OF FLORIDA
ELMORE HALL, Room 102
PO Box 115250
GAINESVILLE, FL 32611-5250
Phone: (352) 392-1331 - FAX: (352) 392-8837
Web Address: www.purchasing.ufl.edu

UF UNIVERSITY of FLORIDA
INVITATION TO BID
Construction
Acknowledgment Form

Page 1 of 2 Pages with Attachments		BID WILL BE OPENED September 30, 2009 at 2:00 PM - NEW OPENING DATE : October 2, 2009 at 10:00 AM and may not be withdrawn within 45 days after such date and time. Mandatory Pre-Bid September 8, 2009 at 10:00 AM, in Elmore Hall Rm 101		BID NO. ITB10MB-107YC	
UNIVERSITY MAILING DATE: 7/29/09		PURCHASING AGENT MB/LP		BID TITLE: Continuing Minor Projects Annual contract for General Contractors	
VENDOR NAME					
VENDOR MAILING ADDRESS				REASON FOR NOT SUBMITTING BID	
CITY - STATE - ZIP CODE				POSTING OF BID TABULATIONS	
AREA CODE		TELEPHONE NO.		Bid tabulations with intended award(s) will be posted electronically for review by interested parties at www.purchasing.ufl.edu and will remain posted for a period of 72 hours excluding Saturdays, Sundays, or state holidays. Failure to file a notice of protest or the written petition in accordance with Board of Governors (BOG) Regulation 14.023 shall constitute a waiver of protest proceedings.	
		FAX NO.			
		WEB ADDRESS			
		EMAIL ADDRESS			

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 and 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 the requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid on behalf of the Board of Trustees, 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)

NAME AND TITLE (TYPED)

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. Those which do not comply with these conditions are subject to rejection.

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 to prices made by vendor must be initialed.

2. **NO BID:** If not submitting a bid, respond by returning only this vendor acknowledgment 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, nonconformance 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.

3. **BID OPENING:** Shall be public, on the date, location and the time specified on the bid form. It is the vendor's responsibility to assure that the 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. A bid may not be altered after opening of the bids. NOTE: Bid tabulations will be posted electronically at www.purchasing.ufl.edu. Bid tabulations will not be provided by telephone.

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

(a) **TAXES:** The University does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property or services. The Florida Tax Exempt Number is 11-06-024056-57C. 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:** Vendors are encouraged to reflect trade discounts in the unit prices quoted; however, vendors may offer a discount for prompt payment. Prompt payment discounts will not be considered in the bid award. However, every effort will be made to take the discount within the time offered.

(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 a mistake in extensions the unit price will govern.

(d) **INVOICING AND PAYMENT:** Payment will be made by the University of Florida after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified. An original invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. Payment shall be made in accordance with Section 215.422 (1) (2) F.S. **VENDOR OMBUDSMAN:** The University's vendor ombudsman, whose duties include acting as an advocate for vendors may be experiencing problems in obtaining payment from the University, may be contacted at 352-392-1241.

(e) **ANNUAL APPROPRIATIONS:** The University's performance and obligation to pay under any contract awarded is contingent upon an annual appropriation by the Legislature.

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

(g) **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 any standards hereunder.

5. **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 of Florida. 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.

6. **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; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsible vendor, evaluation of other bids are not required. Vendors are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

7. INTERPRETATIONS/DISPUTES: Any questions concerning conditions or specifications shall be directed in writing to the Purchasing Department. Inquiries must reference the date of bid opening and bid number. No interpretations shall be considered binding unless provided in writing by the University in response to requests in full compliance with this provision.

8. NOTICE OF BID PROTEST BONDING REQUIREMENT: Any protest involving the Invitation to Bid must be filed in accordance with, and meet the requirements of, Florida Board of Governors (BOG) Regulation 14.023. Failure to file a notice of protest or the written petition in accordance with BOG Regulation 14.023 shall constitute a waiver of protest proceedings. At the time of filing the formal written petition, the Vendor shall post with the University of Florida, a bond, payable to the University of Florida, in the amount of \$25,000 or 2% of the lowest accepted bid, whichever is greater, for projects valued over \$500,000; and 5% of the lowest accepted bid for all other projects. The bond shall be conditioned upon payment of all costs and fees which may be adjudged against the Vendor in the administrative hearing. Failure of the Vendor to file the required bond at the time of filing the formal written petition shall result in a denial of protest.

9. 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 in this bid prior to their delivery, it shall be the responsibility of the successful vendor to notify the purchaser at once, indicating in writing the specific regulation which requires an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the University.

10. 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.

11. LOBBYING: Vendor is prohibited from using funds provided under any contract or purchase order for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

12. ADVERTISING: In submitting a bid, the vendor agrees not to use the results therefrom as a part of any commercial advertising. Vendor may not use the names, logos, or trademarks of the University, its employees, or affiliates without the prior written consent of the University.

13. ASSIGNMENT: Any contract or purchase order issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

14. LIABILITY: The vendor agrees to indemnify and save the University of Florida, the State of Florida and the Florida Board of Governors, their officers, agents, and employees harmless from any and all judgments, orders, awards, costs and expenses, including attorney's fees, and also all claims on account of damages to property, including loss of use thereof, or bodily injury (including death) which may be hereafter sustained by the vendor, its employees, its subcontractors, or the University of Florida, the State of Florida and the Florida Board of Governors, their officers, agents, or employees, or third persons, arising out of or in connection with any contract awarded and which are the result of the vendor's breach of contract or of the negligent acts of the vendor, its officers, agents, and employees. This clause does not apply to contracts between government agencies.

15. FACILITIES: The University reserves the right to inspect the vendor's facilities at any time with prior notice.

16. ADDITIONAL QUANTITIES: For a period not exceeding ninety (90) days from the date of acceptance of any offer by the University of Florida, the right is reserved to acquire additional quantities up to but not exceeding those shown on bid or the bid level 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. SAMPLES: Samples of items, when called for, must be furnished free of expense, on or before bid 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, bid 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 with the bid. If instructions are not received within this time, the commodities shall be disposed of by the University.

19. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage of all items shall be the responsibility of the contract supplier until accepted by the University, unless loss or damage results from negligence by the University. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the University will:

- (a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- (b) Report damage (Visible or 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.
- (c) Retain the item and its shipping container, including inner packing material until inspection is performed by the carrier, and disposition given by the contract supplier.
- (d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

20. PATENTS, COPYRIGHTS, TRADEMARKS, ROYALTIES and other Intellectual Property: The vendor, without exception, shall indemnify and save harmless the University and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the University of Florida. If the vendor uses any design, device, or materials covered by letters, patent or copyright, 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. CONFLICT BETWEEN DOCUMENTS: If any terms and conditions contained within the documents that are a part of this ITB or resulting contract are in conflict with any other terms and conditions contained therein, then the various documents comprising this ITB or resulting contract, as applicable, shall govern in the following order of precedence: change order, purchase order, addenda, special conditions, general conditions, specifications, departmental description of work, and bid.

22. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Vendor shall submit with the bid, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The vendor shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. The University of Florida 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 quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form.

23. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested and/or inspected for compliance with specifications by any appropriate testing facilities. Should the items fail, the University may require the vendor to reimburse the University for costs incurred by the University in connection with the examination or testing. 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 data in bid and/or purchase order may result in vendor being found in default in which event any and all procurement costs may be charged against the defaulting vendor. Any violation of these conditions may also result in the vendor's name being removed from the University of Florida's vendor file.

24. 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.

25. DELIVERY: Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the University of Florida, Monday through Friday, unless otherwise specified.

26. PUBLIC PRINTING - PREFERENCE GIVEN PRINTING WITHIN THE STATE: The University of Florida 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 of the state.

- (a) **CONTRACTS NOT TO BE SUBLET:** In accordance with Class B Printing Laws and Regulations "Printing shall be awarded only to printing firms. No contract shall be awarded to any broker, agent, or independent contractor offering printing manufactured by other firms or persons."
- (b) **DISQUALIFICATION OF VENDOR:** Reasonable grounds for believing that a vendor is involved in more than one bid for the same work will be cause for rejection of all bids in which such vendors are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between vendors. Bids in which the prices obviously are unbalanced will be subject to rejection.
- (c) **TRADE CUSTOMS:** Current trade customs of the printing industry are recognized unless accepted by Special Conditions or Specifications herein.
- (d) **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.
- (e) **RETURN OF MATERIAL:** All copy, photos, artwork, and other materials supplied by the University of Florida 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 affected.

END OF SECTION