

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 3, 2009

INVITATION TO BID

BID NO.: ITB10MB-112

TITLE: Elevator Modification Cancer Genetics Research Complex

ESTIMATED BUDGET: TBD

Sealed bids will be received, publicly opened and read aloud on:

DATE AND TIME: October 2, 2009 at 2:00 PM

PLACE: University of Florida
Purchasing & Disbursement Services
Elmore Hall, Rm. 101, Radio Road
Gainesville, Florida 32611

MANDATORY PRE-BID MEETING: Mandatory pre-bid meeting will be held September 17, 2009 at 2:00 PM in Elmore Hall, Room 101, Radio Road, Gainesville, FL. All questions should be directed to Lisa Pennington, Purchasing & Disbursement Services, lpenn@ufl.edu or (352) 392-1331.

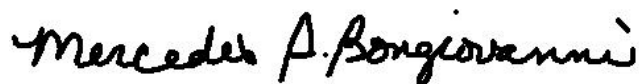
Bid Documents may be downloaded from: http://www.purchasing.ufl.edu/main_schedule.asp. **If you have any questions please contact Lisa Pennington at lpenn@ufl.edu or (352)392-1331.**

It is UF policy to remove vendors from the Bid List after failing to respond to three (3) consecutive invitations to bid. If you do not wish to bid on a project, kindly return the invitation with a notation of "No Bid," and company name.

SCOPE OF WORK: The work includes all labor, material, parts devices, equipment, permits, taxes, licenses, insurance, diagrams and as-built, and manuals necessary for modification of passenger and/or freight elevator(s), with non-proprietary parts. All work to be performed in accordance with the most recent applicable edition of National Safety Codes for Elevators as applicable. Barrier free code as pertaining to passenger elevators, the American Disabilities Act (ADA), national electrical code and any State, local codes or University of Florida Standards as may be applicable.

AMERICANS WITH DISABILITY ACT OF 1990 - If special accommodations are needed in order to attend the pre-bid meeting or bid opening, contact Purchasing at (352)392-1331 or purchasing@ufl.edu within three (3) days of the event.

Sincerely,



Mercedes Bongiovanni
Purchasing Coordinator II

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 October 2, 2009 at 2:00 PM and may not be withdrawn within 45 days after such date and time. Mandatory Pre-Bid September 17, 2009 at 10:00 AM, in Elmore Hall Rm 101		BID NO. ITB10MB-112	
UNIVERSITY MAILING DATE: 9/3/09		PURCHASING AGENT MB/LP		BID TITLE: Elevator Modification Cancer Genetics Research Complex	
VENDOR NAME					
VENDOR MAILING ADDRESS				REASON FOR NOT SUBMITTING BID	
CITY - STATE - ZIP CODE				<p style="text-align: center;">POSTING OF BID TABULATIONS</p> <p>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.</p>	
AREA CODE	TELEPHONE NO.				
	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

STANDARD STATEMENTS

(1) AWARD - Award will be made on an "All-or-None Offer Total Offer" basis. Any contract awarded pursuant to this Bid/RFP will be awarded to the single best bidder/proposer or to none at all.

(2) CANCELLATION - University Purchasing, by written notice, may terminate in whole or in part any purchase order resulting from this Invitation to Bid, when such action is in the best interest of the University. If the purchase order is terminated, the University shall be liable only for payment of services rendered prior to the effective date of the termination. Services rendered will be interpreted to include the cost of items already delivered, plus the reasonable cost of supply action short of delivery.

(3) RIGHT TO TERMINATE - In the event that any of the provisions of a contract resulting from the bid award are violated by the successful bidder, the University may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract, and unless within ten (10) days after serving such notice upon the bidder, such violation shall cease and satisfactory arrangements for correction are made, the contract shall, upon expiration of said ten (10) days, cease and terminate, but the liability of such bidder and his surety for any and all such violations(s) shall not be affected by any such termination.

(4) AVAILABILITY OF FUNDS - The State of Florida's and the University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature of the State of Florida.

(5) EQUIVALENTS - All items substituted in the Invitation to Bid must meet or exceed the published specifications of the specified item(s) listed below. All such substitute item(s) must be accompanied with full detailed literature.

(6) F.O.B. POINT - The F.O.B. Point shall be destination. Exact delivery point will be indicated on the Purchase Order.

(7) ASSEMBLY AND/OR PLACEMENT - It will be the responsibility of the successful bidder to supply the necessary labor and materials for the placement of all equipment as specified in the Invitation to Bid and assure proper adjustment and satisfactory operation of all features prior to acceptance by the University.

(8) DEBRIS - Successful bidder shall be responsible for the prompt removal of all debris which is a result of delivery, assembly, or installation.

(9) MANDATORY PRE-BID CONFERENCE - A mandatory pre-bid conference will be held on September 17, 2009 at 2:00 PM in Elmore Hall, Room 101, Radio Road, Gainesville, Florida. The purpose of this conference is to hear any and all questions arising from this Invitation to Bid. Answers to any questions that might arise will be in the form of an Addendum to the Invitation to Bid, prior to the bid opening. All such revisions must be

acknowledged by signature and returned with the bid proposal. Failure to attend this meeting will result in the rejection of your bid.

(10) QUALIFICATIONS OF BIDDERS - This bid will be awarded only to a responsible bidder qualified by experience to provide the work specified.

If the bidder has not been pre-qualified with University Purchasing within the fiscal year (July 1 through June 30), the following evidence of eligibility may be required to be submitted:

Evidence that bidder is licensed by the appropriate government agency to perform the work specified.

Experience record showing bidder's training and experience in similar work.

List and briefly describe projects of similar size and/or complexity which have been completed satisfactorily. List should include names of contracts, dates of contracts, location, and names and addresses of owners.

(11) WARRANTY - The successful bidder shall furnish factory warranty on all equipment furnished against defect in material and/or workmanship. The factory warranty shall become effective on the date of delivery and acceptance by the University. Should any defect in material or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the University immediately upon written notice from University Purchasing. The successful bidder will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control and without the fault or neglect by the University, acts of God, fires, floods, and hurricanes.

(12) INQUIRIES - The University will not give verbal answers to inquiries regarding the specifications, or verbal instructions prior to or after the award of the bid. A verbal statement regarding same by any person shall be non-binding. The University is not liable for any increased costs resulting from the Bidder accepting verbal direction. All changes, if necessary, shall be made by written addendum to the bid.

Any explanation desired by Vendors must be requested of the University of Florida Purchasing and Disbursement Services in writing, and if an explanation is necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each Vendor who has received a set of the bid documents from the University. Vendors obtaining bid documents from any other source must notify the University of their name, address, telephone, and facsimile numbers in order to receive any addenda. **Direct all inquiries to Mercedes Bongiovanni in Purchasing at mbongio@ufl.edu.**

(13) TIME FOR COMPLETION OF DELIVERY - It is hereby understood and mutually agreed by and between the parties hereto that the time of delivery is an essential condition of this contract and shall be guaranteed by suitable performance bond.

If said vendor shall neglect or fail or refuse to furnish and deliver the equipment within time herein specified, then said vendor does hereby agree, as a part consideration for the awarding

of this contract to pay to the sum of \$150.00/per day, as partial liquidated damages, for loss of use and/or additional costs incurred by the University for administration of the contract during such delay.

Provided, that the vendor shall, within seven (7) days from the beginning of such delay, notify the owner in writing of the cause(s) of the delay, who shall ascertain the facts and extent of the delay and notify the vendor within a reasonable time of his decision in the matter.

If the vendor shall be delayed in the completion of his work by reason of unforeseeable causes beyond his control and without his fault or negligence, including, but not restricted to, acts of God or of the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, riots, civil commotion's, freight embargoes or priority regulations, the period herein above specified for the completion of his work shall be extended by such times as shall be fixed by the University.

(14) INSPECTION OF FACILITIES - It is the bidder's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from academic or other University activities. Bidders will have the ability to inspect the facilities directly after the mandatory pre-bid meeting.

(15) PARTIAL PAYMENT - Partial payment in the full amount of the value of items or service received and accepted may be requested by the submission of a properly executed invoice, with supporting document if required. Only one partial payment will be made per month.

(16) CERTIFICATE OF CONTRACT COMPLETION AND CONTRACTOR'S AFFIDAVIT - The final payment nor the remaining percentage shall not become due until the Contractor submits to the Project Coordinator the following:

Three original notarized copies of Certificate of Contract Completion and Contractor's Affidavit form which states that all materials, labor, and other charges against the project have been paid in accordance with the terms of the contract. If the total contract price is \$100,000.00 or less, prior to final payment, the contractor shall comply with Chapter 255.05(1) (b), Florida Statutes.

Three properly executed copies of Vendor's Invoice with the purchase order number and the project number on all forms. A copy of the Certificate of Contract Completion and Contractor's Affidavit form will be attached with the purchase order. Additional copies of the form can be obtained from University Purchasing office.

(17) PERFORMANCE AND PAYMENT BOND - Projects with a value of less than \$100,000.00 are not required to have a Performance and Payment Bond. All projects with a value of \$100,000.00 or more are required to have a Performance and Payment Bond. In accordance with Chapter 255.05, Florida Statutes, the successful bidder shall furnish a surety bond as a security for faithful performance of order(s) awarded as a result of this contract, and for the payment of all subcontractors, materialmen, and laborers. Surety of such bond

shall be in an amount equal to the contract. The performance and payment bond shall provide for indemnity as well as completion and remedial obligations, and shall specifically refer to damages for delay caused by the contractor. The Attorney-in-Fact who signs the bond must file with the bond a certificate and copy of a Power of Attorney with an effective date. This performance and payment bond must be forwarded to and received by the University Purchasing office no later than two (2) weeks after receipt of Notice to Proceed and before any costs are incurred on this contract.

To be acceptable as Surety on Performance and Payment Bonds, a Surety company shall comply with the following provisions:

The Surety Company must be admitted to do business in the state of Florida.

The Surety Company shall have been in business and have a record of successful continuous operations for at least five years.

The Surety Company shall have at least the following minimum ratings:

CONTRACT AMOUNT			POLICY HOLDER'S RATINGS* (Best Financial Rating)*	REQUIRED FINANCIAL RATING*
0	To	99,999	Not required	
100,000	To	499,999	A	Class VIII**
500,000	To	749,999	A	Class IX
750,000	To	999,999	A	Class X
1,000,000	To	1,499,999	A	Class XI
1,500,000	Or	more	A	Class XII

Best's Policy holder's Rating of "A" and "B" (which signifies A = Excellent, and B = Good, based upon good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock and sound investment) or an equivalent rating from the insurance commissioner if not rated by Best's.

** Chapter 624.609, Florida Statutes.

The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policy holders provided:

Any risk or portion of any risk which shall have been reinsured (in which case the minimum requirements above also applies to the reinsuring carrier) in assuming Insurer authorized or approved by the Insurance Commissioner to do such business in this state shall be deducted in determining the limitation of risk prescribed in the section.

In the case of a surety insurance company, there shall be deducted in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the content of the surety and for the protection of the surety.

(18) CONTRACTOR'S LIABILITY INSURANCE - The Contractor shall purchase from and maintain with a company or companies lawfully authorized to do business in Florida such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be issued and countersigned by representatives of such companies duly authorized for the State of Florida and shall be written on ISO standard forms or their equivalents. The Contractor shall provide the ISO Commercial General Liability policy for general liability coverages. All liability policies shall provide that the University is a named additional insured as to the operations of the Contractor under the University-Contractor Agreement and shall provide the Severability of Insureds Provision. The University shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the responsibility solely of the Contractor and/or Subcontractor providing such insurance. This insurance shall protect the Contractor from the following claims:

Claims under worker's or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;

Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

Claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees;

Claims for damages insured by usual personal injury liability coverage including claims which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;

Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and

Claims involving contractual liability insurance applicable to the Contractor's obligations in the A.I.A. General Conditions.

The required Contractor's Liability Insurance shall be written for limits of not less than \$100,000 per person, \$300,000 per occurrence. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of work until date of final payment and termination of any coverage required to be maintained after final payment. The required insurance shall include contractual liability insurance applicable to the contractor's obligations in the A.I.A. General Conditions, and coverage for the "XCU" exposure.

Worker's Compensation - The Contractor shall secure and maintain for the life of this Agreement, valid Worker's Compensation Insurance as required by chapter 440, Florida Statutes.

Automobile Liability - The Contractor shall secure and maintain, during the life of this Agreement, Automobile Liability insurance on all vehicles against bodily injury and property damage in at least the amount of \$100,000.00 per person, \$300,000.00 per occurrence.

Certificates of Insurance - The Contractor shall file with the University Certificates of Insurance acceptable to the University prior to the commencement of work. These Certificates and the insurance policies which are required shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the University. If any of the foregoing insurance coverages are required to remain in force after final payment an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2, A.I.A. General Conditions. The Contractor shall furnish one copy of the Certificate of Insurance which shall be dated and show the name of the insured Contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.

Property Insurance - The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in Florida, property insurance, written on a Builder's Risk completed value form, in the amount of the initial contract sum, as well as, subsequent modifications for the entire work at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in the A.I.A. General Conditions or until no person or entity other than the University has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the University, the Contractor, and Sub-contractors in the work.

Property insurance shall be on a Special Causes of Loss form or its equivalent, including reasonable compensation for Architect/Engineer's services and expenses required as a result of such insured loss. The Contractor shall purchase and maintain the Building Ordinance Endorsement.

If the property insurance provides deductibles the Contractor shall pay costs not covered because of such deductibles.

Before an exposure to loss may occur, the Contractor shall file with the University a copy of each policy that includes the required Property Insurance coverages. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the University.

A loss insured under property insurance shall be adjusted by the University as fiduciary and made payable to the University as fiduciary for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors in similar manner.

The University as fiduciary shall, upon occurrence of an insured loss, deposit in a separate account proceeds so received, which the University shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an award based on a

resolution of a matter in dispute, in which case the procedure shall be as provided in the A.I.A. General Conditions. If after such loss no other special agreement is made, replacement of damaged property shall be covered by appropriate Change Order.

(19) PROTECTION OF PROPERTY - The successful bidder shall at all times guard against damage or loss to the property of the University or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The University may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or his agents. The contractor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

(20) OSHA REGULATIONS - It is the responsibility of the contractor to insure that ALL OSHA regulations applying to this job are adhered to at all times.

(21) CHANGES IN THE WORK - CONSTRUCTION - The University may order in writing extra work or make changes by altering, adding to or deducting from the work, the Contract Sum and Time of Performance being adjusted accordingly. The value of any such change shall be determined by estimate and acceptance of a lump sum. Claims by the Contractor for extra cost must be made in writing before executing the work involved.

(22) PRISON REHABILITATIVE INDUSTRIES - It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract shall be purchased from Pride of Florida in the same manner and under the procedures set forth in Section 946.515 (2), (4), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation. Contact, Terrie Brooks, Bid Administrator, PRIDE of Florida, 2720 Blair Stone RD, Suite G, Tallahassee, FL 32301

(23) BID DELIVERY - If this bid will be mailed through the U. S. Postal Service as regular mail, address the bid to the PO Box as shown on the Invitation to Bid Acknowledgment Form.

If a company representative plans to attend the bid opening; if the bid will be hand delivered; or if the bid will be delivered by a service other than the U. S. Postal Service regular mail, i.e., Federal Express, Airborne, United Parcel Service, Courier, U. S. Postal Express Mail, etc., address the bid to the Building and room number as shown on the Invitation to Bid Acknowledgment form.

(24) LIMITATION OF REMEDIES - Contractor's entire liability and the State's exclusive remedy shall be as follows:

In all situations involving performance or non-performance of machines or programming furnished under this Agreement, the State's remedy is (a) the adjustment or repair of the machine or replacement of its parts by Contractor, or at Contractor's option, replacement of the machine or correction of programming errors, or (b) if, after repeated efforts, Contractor is unable to install the machine or a replacement machine,

model upgrade of feature in good working order, or to restore it to good working order, or to make programming operate, all as warranted, the State shall be entitled to recover actual damages to the limits set forth in this Special Condition. For any other claim concerning performance or non-performance the Contractor pursuant to, or in any other way related to the subject matter of, this Agreement or any order under this Agreement, the State shall be entitled to recover actual damages to the limits set forth in this Special Condition.

Contractor shall hold and save the State harmless for any and all suits and judgments against the State for personal injury or damage to real or personal property caused by Contractor's tortuous conduct in the performance of this Agreement provided that, (a) the State promptly notified Contractor in writing of any claim, and (b) Contractor shall be given the opportunity, at its option, to participate and associate with the State in the control, defense and trial of any claims and any related settlement negotiations and, provided further, that with respect to any claim or portion thereof for which Contractor agrees at the initiation of such claim that Contractor shall save and hold the State harmless.

In no event, however, will Contractor be liable for (a) any damages caused by the State's failure to reform the State's responsibilities, or for (b) any lost profits or other consequential damages, even if Contractor has been advised of other party, except as provided in the hold harmless provision of the preceding paragraph of this Special Condition and except as provided in the General Condition entitled "Patents and Royalties", or for (c) any damages caused by performance or non-performance of machines or programming located outside the United States or Puerto Rico.

(25) SOFTWARE - Bidder shall grant to the customer a non-exclusive/non-transferable license to use all software procured from the contract resulting from this Invitation to Bid. Use of this software is subject to the following provisions:

- A. Copyrighted software provisions are contained in the Special Condition entitled "Patents and Royalties".
- B. Title to the software shall remain with the title holder.
- C. Customer may reproduce one (1) copy of each diskette based software package procured that is not copy protected, for archival and backup purposes only. Copyright and any proprietary notices shall be included on the backup copies.
- D. Software that is provided on diskette for user work stations shall be supplied as one (1) copy per work station ordered, unless site licenses or volume discounts have been offered by the bidder and so ordered by the customer.
- E. Software updates or enhancements shall be made available to the customer in accordance with the Special Condition entitled "Addition/Deletion/Change", or the bidder published procedure for newer software versions.
- F. Bidder shall provide for exchange of software provided on copy protected diskettes in the event the distribution diskette is rendered unusable through either operator error or system malfunction.

- G. Bidder shall indicate on the software pricing sheet if there is any cost associated with items D through F above.
- H. The customer shall be responsible for: a) software selection to achieve the customers intended results: b) use thereof: and c) all results obtained there from.
- I. Software may be used on only the single central processing unit (CPU) or system configuration for which the software was acquired. The software may be used on another single CPU or on a temporary basis when the primary CPU or system is inoperable due to hardware failure.
- J. Customer shall not make the software available in any form to third parties. Only the customer's employees directly concerned with the licensed use of the software, shall have access to the software.
- K. Contractor shall retain the option to terminate software licenses granted in accordance with this section, and require return of the software if the customer fails to comply with the license provisions.

(26) PUBLIC ENTITY CRIME - A person or affiliate who has been placed on the convicted vendor list by the Department of Management Services, State of Florida, may not submit a proposal on a contract to provide any goods or services, including construction, repairs, or leases and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant for the University of Florida for a period of 36 months from the date of being placed on the convicted vendor list, a "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or any entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime (Rule 6C1-3.020 FAC).

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

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

(29) NOTICE TO CONTRACTORS OF ASBESTOS-CONTAINING MATERIALS IN UNIVERSITY BUILDINGS - Asbestos containing materials (ACM) can be found in

almost any building in the United States more than 10 years old. The University of Florida is no exception. The types of asbestos most commonly found are pipe and boiler insulation, fireproofing, hard panels known as "Transite", floor tile, and spray or trowel-applied ceiling finishes. ACM is generally not hazardous if left undisturbed.

The University has implemented an Asbestos Program to assure safe management and removal of ACM. Contractors, consultants, and other vendors providing service to the University may encounter ACM and must, therefore, comply with the following instructions:

Avoid disturbing suspected ACM. Exercise caution and watch for possible ACM.

If it is necessary to disturb ACM, first notify the appropriate Division Asbestos Representative listed in this notice, or the University of Florida Asbestos Coordinator, before proceeding with your work. You shall take whatever precautions are necessary to protect humans' health and the environment, and comply with all applicable Federal, State, and Local laws pertaining to asbestos.

If you require additional information on possible locations of ACM in a particular building, contact the Asbestos Representative from the Division for which you are working.

<u>Division</u>	<u>Asbestos Representative</u>	<u>Telephone</u>
Physical Plant	Assoc. Dir. Physical Plant	(352) 392-7793
Health Center	Asst. Dir. Health Ctr. Physical Plant	(352) 392-4417
Housing	Asst. Dir. of Housing Maint. Serv.	(352) 392-2161
Reitz Union	Maintenance Superintendent	(352) 392-1614
IFAS	Engineer	(352) 392-6488

(30) ASBESTOS ABATEMENT - The University of Florida received notice that GPAC, Inc., 7854 Browning Road, P.O. Box 662, Pennsauken, New Jersey 08109 is the owner of U.S. Patent No. 4,604,111 dated August 5, 1986 for Particulate Contamination Control Method and Filtration Device. The Patent Abstract states:

A negative pressure method and apparatus for protection from airborne asbestos and other particulate contamination is disclosed, including an enclosure with doorways and decontamination chambers with an air intake through the decontamination chambers with at least one filtration unit flow connected with the enclosure, with a blower to pull air into the filtration unit and dispelling the filtered air to the atmosphere. A high volume air flow intake is maintained with a significant air pressure in the enclosure. A filtration device is provided with multiple entrance ports provided with multiple entrances through the body of the room together with individual entrance ports to receive the discharge from separate vacuum cleaners.

Bidders are responsible for having permission to use patented processes or products and shall indemnify and defend the University of Florida, Board of Trustees, and the State of Florida against claims of patent infringement and to pay damages awarded and costs, including attorneys' fees, incurred by or on behalf of the University of Florida, Board of Trustees, and/or State of Florida.

(31) ASBESTOS CONTRACTS AND INSURANCE - Asbestos Contractors are responsible to meet prequalification and insurance requirements as described below:

Asbestos Contractors Eligibility - To be eligible for bidding and performance of the Asbestos Abatement Work specified herein, bidders are required to comply with the following:

Prequalification - The ONLY asbestos contractor(s) eligible to submit bids or be awarded asbestos abatement contract(s) or work in the State University System are those asbestos contractors who have been granted prequalification status by the Board of Trustees of the State of Florida.

Prequalification Status - Shall mean the specific written status granted to an asbestos contractor by the Board of Trustees of the State of Florida, following an annual prequalification evaluation process. Asbestos contractors granted such specific written status are the only asbestos contractors eligible to submit bids and be awarded contracts for Asbestos Abatement Work. The asbestos contractors' prequalification status must be current at the time of bid submission and during contract performance.

Other Information - The eligibility of an Asbestos Contractor to submit bids shall not, in any way, modify or waive any requirements and conditions of the general, special, and specification conditions of this bid and subsequent contract.

Insurance for Asbestos Projects - The amount stated in the bid shall EXCLUDE the cost of all General Liability Insurance premiums of the Asbestos Contractor. The amount stated in the bid shall INCLUDE the cost of all insurance premiums for the Asbestos Contractor's Automobile Insurance and Worker's Compensation Insurance applicable to the described work.

Asbestos Contractor's Insurance - The asbestos contractor shall not commence any work until it has obtained Automobile Liability Insurance and Worker's Compensation Insurance. The asbestos contractor shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained. All insurance policies shall be with insurers qualified to do business in Florida. The asbestos contractor shall furnish the University proof of insurance coverage by certificates of insurance no later than ten (10) days after contract award. All required insurance policies shall name the University, the Board of Trustees of the University of Florida, and the State of Florida (collectively University) as an additional named insured. Further requirements are as follows:

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

The asbestos contractor must secure and maintain during the life of the Agreement,

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE as shall protect the asbestos contractor and its officers, employees, servants, agents and University, including the Board of Trustees and the State of Florida, from claims for damages and personal injury, including accidental death, as well as claims for property damages which may arise from operations under this agreement whether such operations be by the asbestos contractor or by anyone directly or indirectly employed by it and the amounts of such insurance shall be at a minimum:

Auto Public Liability Insurance:

Bodily Injury	\$250,000.00
Each Occurrence	\$500,000.00
Property Damage	\$500,000.00 (each occurrence)
Umbrella or Excess Liability	\$1,000,000.00

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

The University shall be exempt from, and in no way be liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the asbestos contractor that obtained the insurance.

University Supplied Insurance - The University shall purchase, at the University's expense, COMMERCIAL GENERAL LIABILITY INSURANCE coverage in which the asbestos contractor shall be named Insured. Such insurance shall provide coverage for claims arising from bodily injury and/or property damage and/or personal injury resulting from the operations of the asbestos contractor on this Project, at the Project site, subject to the insuring agreements, conditions, limitations, exclusions and other provisions of such insurance as purchased by the University. Such insurance coverage shall be provided in a form commonly referred to as Occurrence Coverage, and shall be provided with the limits of liability as stated below:

LIMITS OF LIABILITY:

Each Occurrence Limit	\$1,000,000.00
Personal Injury and Advertising Injury Limit	\$1,000,000.00
Fire Damage Limit (any one fire)	\$50,000.00
Medical Expense Limit (any one person)	\$5,000.00
Products and Completed Operations Aggregate Limit	\$1,000,000.00
General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000.00

Acceptance of University Provided Commercial General Liability Insurance by the Asbestos Contractor - The asbestos contractor agrees to accept the COMMERCIAL GENERAL LIABILITY INSURANCE coverage provided by the University, and any such acceptance the asbestos contractor agrees to hold the University harmless from any dispute which may

arise between the asbestos contractor and insurance company underwriting such COMMERCIAL GENERAL LIABILITY INSURANCE.

The asbestos contractor agrees to report incidents or accidents in accordance with instructions prescribed by the University on GENERAL LIABILITY LOSS NOTICE forms furnished to the asbestos contractor.

The asbestos contractor agrees to complete NO INCIDENT/NO ACCIDENT CERTIFICATION RECORDS in accordance with instructions prescribed by the University and furnished to the Asbestos Contractor.

Certificate of Insurance Provided by the Owner - The owner shall provide the asbestos contractor with a Certificate of Insurance evidencing the COMMERCIAL GENERAL LIABILITY INSURANCE coverage provided by the Owner in accordance with Paragraph 11.6 of the Supplementary Conditions to the General Conditions of the contract for Construction. Such Certificate of Insurance shall be dated and shall show the insured asbestos contractor as a Named Insured, the specific project by name and/or job number, the name of the insurer, the policy number and the effective date and expiration date of the policy.

(32) SMALL BUSINESS PROGRAM - University is an equal opportunity institution and, as such, encourages the use of small businesses, including women and minority-owned small businesses in the provision of goods and services. Small businesses should have a fair and equal opportunity to compete for dollars spent by the University. Competition ensures that prices are competitive and a broad vendor base is available. Vendor shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses. For questions about the University's Small Business Program contact Faylene Welcome, Director of Small Business and Vendor Diversity, at fwelcom@ufl.edu or (352) 392-1331.

(33) AMERICANS WITH DISABILITY ACT - If special accommodations are needed in order to attend a pre-bid meeting or a bid opening, contact Lisa Pennington at (352) 392-1331 or email at lpenn@ufl.edu, three business days prior to either Pre-Bid meeting or Bid opening.

(34) NOTICE TO CONTRACTOR - The University shall consider the employment by any contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this contract.

(35) USE OF TERMS - The terms University of Florida, University, Physical Plant Division, PPD are used synonymously in this Invitation to Bid unless otherwise indicated. The terms vendor, proposer and contractor are used synonymously in this ITB unless otherwise indicated.

(36) ERRORS - The University is not liable for any errors or misinterpretations made by the proposer in responding to this Invitation to Bid.

(37) VENDOR'S EXPENSE - All bids submitted in response to the ITB must be submitted at the sole expense of the Vendor, whether or not any agreement is signed as a result of this Invitation to Bid. Bidders will pay all costs associated with the preparation of bids and necessary visits to campus and other required site visits.

(38) CONTRACTOR SHALL IMPLEMENT - a drug-free workplace program in accordance with the requirements of Section 440.102, Florida Statutes.

END OF SECTION

TECHNICAL SPECIFICATIONS

SCOPE OF WORK – This scope of work includes all labor, material, parts devices, equipment, permits, taxes, licenses, insurance, diagrams and as-built, and manuals necessary for modification of four (4) existing elevators, three of which are passenger and one freight elevator, located at Cancer/Genetics Research complex, with non-proprietary parts as are described below. All work to be performed in accordance with the most recent applicable edition of National Safety Codes for Elevators as applicable. Barrier free code as pertaining to passenger elevators, the American Disabilities Act (ADA), national electrical code and any State, local codes or University of Florida Standards as may be applicable. Maintenance Contract is not part of this scope of work. Contractor shall provide one year warranty including parts and labor, two (2) complete sets of as-built wiring diagrams including input and output signals and two (2) keys for each key switch specified at conclusion of work for each of the elevators. Keys will comply with current code, and will be the new Medico key and switch.

Provide all necessary test and diagnostic manuals, tools, equipment, etc.

Work is to be performed during a period acceptable to occupants/Owner. Elevators 1 and 2 will be priced separately. Elevator 3 work will be priced separately. Elevator 4 work will be priced separately. Work shall be performed during regular working hours as coordinated with PPD building manager. Work schedule will need to be provided in advance for each of the elevators. **Elevator 3 can start immediately. Elevator 4 will be scheduled during December period. Elevator 1 and 2 will follow as funds are provided.**

Elevators 1, 2 and 3:	Passenger, 3 units, capacity 4000 lbs., speed 350, 6 stops and openings for elevators 1 and 3 and 4 stops and openings for elevator 3.
Elevator 4:	Freight Elevator, 1 unit, capacity 5000 lbs., speed 350, 6 stops and openings.
Machine and Motors:	Retain existing machines and AC motors. Install new code required code grippers.
Doors and Entrances:	Retain all existing doors, door equipment and door entrances. Upgrade all door operators in order to be able to communicate with new controls.
Elevator Enclosure:	Retain existing.
Controls and Drives:	Provide all new and non-proprietary microprocessor based controller with VVVF AC Drives. Elevators 1 and 2 will be duplex system and elevator 3 and 4 will be simplex system. New landing system and encoder is to be installed in addition to controls.

- Elevator Signal Features:** Provide all new and complete vandal resistance elevator operating panels and elevator traveling lanterns. All other existing features will be retained.
- Hall Signal Features:** Provide vandal resistant hall station and hall lanterns.
- Wiring:** Complete new wiring. Provide complete new hoistway, machine room and travel wiring.
- Pit Equipment:** Retain all pit equipment.
- Ropes, Nails and Counterweights:** Retain all existing.
- Miscellaneous Work:** Paint all metal work (non stainless or copper) that is fabricated for this project.
- Tests:** Emergency Fire Service: Perform Phase I and II fire service test to conform with applicable code and also in presence of Environmental Health and Safety (EH&S) and Safety Fire Marshall (SFM). Complete copies of the test report and provide to Owner Physical Plant Division (PPD) and EH&S. This is a research building and so, tests might need to be performed during off hours.
- Clean Up:** Contractors shall clean and dispose of all debris resulting from this contract and restore all spaces worked on to its original condition.
- PPD, EH&S and Inspections:** All workmanship and testing shall be inspected by SFM as appropriate. Owner shall have the right to reject any defective or inferior material installed under this contract. Any corrections will be performed at no additional cost to owner.

END OF SECTION

PRICE PAGE

BID PROPOSAL

FROM: _____
(Name of Bidder)

TO: UNIVERSITY OF FLORIDA
DIVISION OF PURCHASING
102 Elmore Hall, Radio Road
P.O. Box 115250
Gainesville, Florida 32611-5250

The undersigned, hereinafter called "Bidder", having read the Documents for the Project entitled:

(Name of Project) (PPD Project No.)

having visited the site of the proposed Project and familiarized himself/herself with all conditions affecting and governing the construction of said Project, hereby proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution and completion of the Project, in strict compliance with the Drawings, the Project Manual, the Addenda and all other Documents relating thereto on file in the Division of Purchasing, and, if awarded the Contract, to complete the said Work within the time limits called for in the Documents and as stated herein, for the sums as enumerated on this and the following pages:

BASE BID:

ELEVATOR No. 3 WORK: _____ Dollars
_____ Figure, Duration: _____ Calendar days.

ALTERNATES:

ELEVATOR No. 4 WORK: _____ Dollars
_____ Figure, Duration: _____ Calendar days

ELEVATOR No. 1 WORK: _____ Dollars
_____ Figure, Duration: _____ Calendar days

ELEVATOR No. 2 WORK: _____ Dollars
_____ Figure , Duration: _____ Calendar days

LIST OF EXCEPTIONS:

BY: _____
(Name of Bidder)

(PPD Project No.) (Name of Project)

MINORITY VENDORS:

A. To comply with the provisions of Section 287, Florida Statutes, each bidder shall check the appropriate designation(s) of your firm as indicated below:

MINORITY-OWNER FIRM: YES _____ NO _____

If YES, indicate ownership (*at least 51% owned and controlled*) by minority persons; check as applicable:

- _____ Black, not of Hispanic origin
- _____ Hispanic
- _____ Asian or Pacific Islander
- _____ American Indian or Alaskan native
- _____ Women

B. Pursuant to Florida Statute 287, Certified Minority Vendors who are awarded a contract shall report to the University any subcontracts that are entered into with non-minority contractors to provide services or materials required under this contract.

BID PROPOSAL - Continued;

ADDENDA:

The receipt of the following Addenda to the Bid Documents is acknowledged:

ADDENDUM # _____ Dated _____

ADDENDUM # _____ Dated _____

ADDENDUM # _____ Dated _____

FOR: _____
(PPD Project No.) (Name of Project)

COMPLETION DATE:

All Work covered by the Bidding Documents, the foregoing Base Bid and Alternate Bids shall be completed and ready for Owner's occupancy as specified in the contract documents.

FLORIDA CONSTRUCTION INDUSTRIES BOARD CERTIFICATION: (OR APPLICABLE LOCAL CERTIFICATION)

(Name of Holder) (Certification No.)

SIGNATURE:

I hereby certify that for all statements and amounts herein made on behalf of

(Name of Bidder)

a (Corporation) (Partnership) (Individual) organized and existing under the laws of the State of Florida, I have carefully prepared this Bid Proposal from the Documents described hereinbefore, I have examined Contract Documents and local conditions affecting execution of Work before submitting this Bid Proposal, I have full authority to make such statements and submit this Bid Proposal in (its) (their) behalf, and all statements are true and correct.

BID PROPOSAL - Continued;

Signed and sealed this _____ day of _____, 20____.

(Signature of Bidder) (SEAL)

(Print Name) (Title)

WITNESS:

(Signature of Witness)

(Print Name)

Address: _____

(City) (State) (Zip Code)

END OF SECTION