

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

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September 24, 2009

ADDENDUM NUMBER 1 ON INVITATION TO BID 10MB-117

**TITLE: Sliding Glass Wall Partition System**

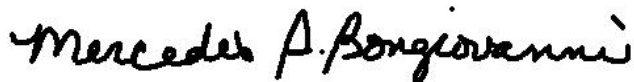
The non-mandatory pre-bid meeting was held September 23, 2009 at 10:00 AM in the Purchasing and Disbursement Services, Elmore Hall, Room 101, Radio Road, Gainesville, Florida.

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.

**NOTES:**

- The following are responses to vendor inquiries from the non-mandatory pre-bid meeting held 23, 2009 at 10:00 AM in the Purchasing and Disbursement Services, Elmore Hall, Room 102, Radio Road, Gainesville, Florida.
- Questions will be entertained through close of business September 30, 2009
- Bid will be opened October 7, 2009 at 2:00 PM, University of Florida, in the Purchasing and Disbursement Services, Elmore Hall, Room 102, Radio Road, Gainesville, Florida

**Clarification in Scope of Work:** The glass wall are to be supported overhead with no tracks on the floor so that when the walls are fully opened/stacked on the sides, there is no tripping hazard and one completely opened room



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

**Responses to Vendor Inquiries**

**Q1. Are Panic Devices required on the doors?**

A1. No. All that is required is to match the handicapped lock that is already there. If there is a change by EH&S after we have awarded, we will negotiate with the low bidder.

**Q2. Is a Master Key required for the double glass doors (Item 9)?**

A2. All that is required is to supply the production core, and UF will put in a cylinder and take care of the keying.

**Q3. Is it acceptable to respond to only Base Bid Item 1 or 2, or must vendors respond to both Base Bid Items?**

A3. They are considered separate items; it is possible to have two separate winners to this solicitation.

Delete **Standard Statement (1) and replace with the following**

**AWARD** - Award will be made on an "All-or-None Offer Total Offer per item" basis. Any contract awarded pursuant to this Bid will be awarded to the single best bidder/proposer and in the best interest of the University of Florida.

**Q4. What items are included in the scope of work?**

A4. Only the 6" glass walls with door (Items 3, 4, 5, 6) and the double glass doors (Item 9).

- Delete Standard Statement 17 and replace with the following:

**(17) 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, \$500,000 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, \$500,000.00 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.