

SUBMIT BID TO:
 PROCUREMENT SERVICES
 UNIVERSITY OF FLORIDA
 971 ELMORE DRIVE, PO BOX 115250
 GAINESVILLE, FL 32611-5250
 Phone: (352) 392-1331 - FAX: (352) 392-8837
 Web Address: www.procurement.ufl.edu

UF UNIVERSITY of FLORIDA
INVITATION TO BID
Commodity
Acknowledgment Form

Page 1 of 13 Pages		BID WILL BE OPENED: May 4, 2018 at 3:00 PM and may not be withdrawn within 45 days after such date and time; Non-Mandatory Pre Bid will be held at Elmore Hall on April 12, 2018 at 2:30 PM Vendor questions due April 17, 2018 at 4:00PM.		BID NO. ITB18CS-124	
UNIVERSITY MAILING DATE: 04/02//2018		PROCUREMENT AGENT CS/JH		BID TITLE: Annual Contract for Campus Painting Services	
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.procurement.ufl.edu and will remain posted for a period of 72 hours excluding Saturdays, Sundays, or state holidays. Failure to file a protest in accordance with Board of Governors (BOG) Regulation 18.002 or failure to post the bond or other security as required in the BOG regulations 18.002 and 18.003(3), 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 procurement 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.procurement.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 UF Procurement Services. 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 person or entity who files an action protesting a decision or an intended decision pertaining to a competitive solicitation shall at the time of filing the formal protest, post with the University a bond payable to the University in an amount equal to: 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; \$10,000.00; or whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the person or entity filing the protest action. In lieu of a bond, the University may accept a cashier's check, bank official check or money order in the amount of the bond. FAILURE OF THE PROTESTING PERSON OR ENTITY TO FILE THE REQUIRED BOND, CASHIER'S CHECK, BANK OFFICIAL CHECK OR MONEY ORDER AT THE TIME OF THE FILING THE FORMAL PROTEST SHALL RESULT IN DENIAL OF THE 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 thereof 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.

NON-TECHNICAL SPECIFICATIONS

1. **YEARLY CONTRACTS** - Purpose: To establish an indefinite quantity, firm fixed price contract to be used for all equipment, supplies, supervision and labor necessary for various University of Florida painting projects as specified by the Scope of Work.
 - A. Term of Contract—The effective period of contract resulting from this bid will be from the Award Date through June 31, 2019. The University of Florida shall have the option to renew this bid for four (4) one (1)-year periods upon written notice to and acceptance by the contractor.
 - B. Renewal of this contract shall be contingent upon satisfactory evaluations by the University.
 - C. The following office may issue purchase orders against any contract resulting from this bid:

University of Florida
Procurement Services
971 Elmore Drive
PO Box 115250
Gainesville FL 32611-5250
2. **BID PRICING EVALUATION** – Each line item on the price page will be evaluated separately. The numbers will be entered into a spreadsheet, which will apply points and will calculate the overall lowest bidders. The contract will be awarded to the bidders with the highest overall point score and lowest bid numbers. For example, if we receive 5 proposals, per line item, the lowest bid will be given a 5, the second lowest will be given a 4, the third lowest will be given a 3, the fourth lowest will be given a 2, and the fifth lowest (highest bid) will be given a 1. Line items that are left blank will be given zero points. Items that are no charge must be indicated with N/C. No charge items will be awarded the highest points.
3. **AWARD** – Award will be made in the best interest of the University to a pool of vendors which meet the requirements specified herein and has the lowest bid pricing. After award, it will be up to the discretion of the University which of the awarded vendors will be selected to quote individual projects under this contract. Award does not guarantee work.
4. **CANCELLATION** - University Procurement, by written notice, may terminate in whole or in part any contract resulting from this Invitation to Bid, when such action is in the best interest of the University. If the contract is terminated, the University shall be liable only for payment of services rendered prior to the effective date of the termination.
5. **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.

6. **NON-MANDATORY PRE-BID CONFERENCE** - A non-mandatory pre-bid conference will be held on April 12, 2018 at 2:30 PM in Procurement Services, Elmore Hall (Bldg 0465), 971 Elmore Drive, Gainesville, FL 32611. The purpose of this conference is to review the Invitation to Bid documents and hear 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 posted on the University of Florida website <https://procurement.ufl.edu/vendors/schedule-of-bids/> prior to the bid opening. All Addenda must be acknowledged by signature and returned with the bid proposal.

7. **INQUIRIES – All questions must be submitted before April 17, 2018 at 4:00 PM.** The University will not give verbal answers to inquiries regarding the specifications, or verbal instructions prior to or after the award of the bid. Any verbal statement by any person shall be non-binding. The University is not liable for any increased costs resulting from the Bidder accepting verbal direction. Any changes, if necessary, shall be made by written addendum to the bid.

Any explanation desired by bidders must be requested of the University of Florida Procurement 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 posted on the Procurement Services website. Direct all inquiries to Cheri Spitzer, Procurement Agent II, cspitzer@ufl.edu.

All addenda will be posted to our web site only:
<https://procurement.ufl.edu/vendors/schedule-of-bids/>

Vendors who want the addenda supplied to them in another form must notify the Procurement Agent listed above of that request. Otherwise, it will be the vendor's responsibility to check the web site for any additional information and addenda concerning this ITB.

The University may not respond to any questions/requests for clarification that require addenda, if received by the University after April 17, 2018 at 4:00 PM.

8. **BID SUBMITTAL** - All bids should include a completed and signed University of Florida Invitation to Bid Commodity Acknowledgment form, Price Page, and any addenda. Submit one (1) complete original bid and one (1) complete electronic copy of bid on a USB flash drive or CD/DVD in a sealed envelope, with the following information on the outside of the envelope: bid number, date and time of bid opening, and company name.

9. **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 the bid will be delivered by a service other than the U. S. Postal Service regular mail, i.e., Federal Express, United Parcel Service, etc., address the bid to the street address as shown on the Invitation to Bid Acknowledgment form.

10. **ERRORS** – The University is not liable for any errors or misinterpretations made by the bidder in responding to this Invitation to Bid.

11. **VENDOR'S EXPENSE** – All bids submitted in response to the Invitation to Bid 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.

12. **QUALIFICATIONS OF BIDDERS** - This bid will be awarded only to responsible bidders qualified by experience and expertise to provide the work specified. The following evidence of eligibility may be required to be submitted:

- A. Evidence that bidder is licensed by the appropriate government agency to perform the work specified.
- B. Experience record showing vendor's training and five (5) years of experience in similar work.
- C. List of projects/jobs of similar size and/or complexity which have been completed satisfactorily over the last five (5) years. List must include:
 - Name of owner (agency, company, etc.)
 - Dates of service
 - Location of service
 - Brief description of work completed
 - Contact name, phone number and email addresses of project manager

13. **INSURANCE** The Vendor shall purchase from and maintain with a company or companies, lawfully authorized to do business in Florida and acceptable to the University, such insurance as will protect the Vendor from claims arising out of or resulting from the Vendor's operations under the Contract and for which the Vendor may be legally liable, whether such operations be by the Vendor 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 Vendor shall file with the University Certificates of Insurance prior to the commencement of the work and shall file certificates of insurance evidencing the renewal of such policies at least thirty (30) days prior to the date the each applicable insurance policy is scheduled to expire.

General Liability Insurance - The Vendor shall provide the ISO Commercial General Liability policy for general liability coverage's for limits of not less than of \$1,000,000 per occurrence. Coverage's shall be maintained without interruption from date of commencement of work until date of final payment. Please note that the University of Florida must be named "additional insured" on general liability policies.

Automobile Liability - The Vendor shall secure and maintain during the life of this Agreement, Automobile Liability insurance on all vehicles against bodily injury and property damage in the amount of at least, \$1,000,000 per occurrence. Please note that the University of Florida must be named "additional insured" on automobile liability policies.

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

14. **DEBRIS** - Successful bidder shall be responsible for the prompt removal of all debris which is a result of services.
15. **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.
16. **SUSTAINABILITY PREFERENCES** - The University's procurement directives support the use of products that will minimize any negative environmental impacts of our work. It is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and promote environmentally responsible products.
17. **OTHER PURCHASERS** – With the consent and agreement of the successful bidder(s) purchases may be made under this ITB by other state universities, community colleges, district school boards, other educational institutions, and other governmental agencies within the state of Florida. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation as provided in Rule 6C1-3.020 (5)(f) 3 Fla. Admin. Code.
18. **FEDERAL DEBARMENT** - By signing this bid/proposal, 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).
19. **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.
20. **AMERICANS WITH DISABILITY ACT** - If special accommodations are needed in order to attend a pre-proposal meeting or a proposal opening, contact 352-392-1331 or email at procurement@ufl.edu, three business days prior to bid opening.

21. **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.
22. **CONTRACTOR SHALL IMPLEMENT** - a drug-free workplace program in accordance with the requirements of Section 440.102, Florida Statutes.
23. **TOBACCO-FREE CAMPUS POLICY** – The University of Florida is a tobacco free campus. The use of cigarettes, electronic cigarettes or other tobacco products on UF campus, including in parking lots and vehicles, is not permitted and in violation of UF policy 6C1-2.022. The successful vendor(s) is/are expected to respect this tobacco free policy and fully comply with it.
24. **OPEN COMPETITION** - The University encourages free and open competition among vendors. Whenever possible, specifications and proposal terms and conditions are designed to accomplish the objective, consistent with the necessity to satisfy the University’s needs and the accomplishment of a sound economical operation. The vendor’s signature on the proposal guarantees that the prices quoted have been established without collusion with other vendors and without effort to preclude the University from obtaining the lowest possible competitive price. The vendor certifies that its officers or employees have not bribed or attempted to bribe or influence in any way on officer, employee or agent of the University.
25. **USE OF TERMS** - The terms University of Florida, University, and UF, are used synonymously in this Invitation to Bid unless otherwise indicated. The terms vendor, proposer, bidder, builder and contractor are used synonymously in this ITB unless otherwise indicated.
26. **ITB INTERPRETATION** – Interpretation of the wording of this document will be the responsibility of the University and that interpretation will be final and binding.
27. **REPORTS** – Vendor may be asked to provide reporting in electric format, such as Excel®, quarterly, year-to-date or when requested by the University. Reports may include a summary of total sales made under this agreement with detailed invoice-level purchase history with the following fields: PO Number, Quote Number, Invoice Number, Invoice Date, Ordered By Department, Order Date, Service Date, Description of services provided.
28. **SUBCONTRACTORS** – Vendor will not subcontract all or any portion of painting services without the University’s written consent. If the University approves subcontracting by vendor, performance by vendor’s subcontractors will be deemed to be performance by vendor, and vendor will be responsible for ensuring that all such performance complies with the provisions of this Agreement.
29. **INVOICES** – All invoices will need to contain either a UF purchase order number or the 8-digit department ID number of the department with which you are doing business. All invoices for payment should be submitted to the University of Florida via:

Email: email a .pdf or .tif file to ufl@invoices.corcentric.com. The file must be attached to the email and not embedded within the email. There can be multiple files per email but each file should only contain one invoice.

or

Mail to: UF – Accounts Payable
PO Box 115350
971 Elmore Drive
Gainesville, FL 32611-5350

30. **NON-TECHNICAL SPECIFICATIONS** – Painting projects shall be performed in accordance with the terms and conditions set forth in the following non-technical specifications:
<http://facilities.ufl.edu/forms/contracts/Div0NonTechSpecs.pdf>
<http://facilities.ufl.edu/forms/contracts/Div1 NonTech Specs JULY 2017.pdf>

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

The University of Florida is seeking vendors to provide all materials, supplies, equipment, supervision and labor necessary for painting exterior and interior of University of Florida buildings and related surfaces. The intent is to establish a pool of vendors on an indefinite quantity contract to be utilized on an “as needed per job” basis. Painting substrates include steel, plaster, metal, brick, aluminum, wood, gypsum board, galvanized metal, concrete, fiberglass, EFIS, or cinder block.

General

1. Vendors must have five (5) years of experience of painting in a commercial/industrial setting. **References should be included in vendor’s sealed bid package.**
2. The University will provide project specifications for each individual project.
3. Vendor will provide written quote for each project. The quote will include square footage and price per square foot, permitting (if required), cost of specialized preparation (if required), manufacturer and color of paint (if vendor provided), number of coats, cost of rental equipment (if required) and completion date. It will be the vendor’s responsibility to ensure they have all information to prepare accurate estimates.
 - Unit prices for the items above must appear on the quote and on invoices submitted for work completed.
 - Vendor will receive a purchase order for each individual project.
 - Prior to payment of the final invoice, all work and corrections will be inspected and accepted by an authorized representative of the University.
4. Onsite storage of materials and equipment may or may not be available, depending on the project location. This information will be made available to the vendor prior to the vendor quoting the project.
5. Vendor shall make every effort to keep any interruptions of normal University operations to an absolute minimum; this shall be coordinated with appropriate University personnel. Vendor shall provide barricades and signs to direct traffic away or around work area as required.
6. The vendor is responsible for the provision of adequate and proper safety precautions for both vendor staff and all persons in or around the work area.
7. Any changes in work schedule must be coordinated with appropriate University staff.

Equipment/Labor/Materials

1. For preparation of substrates and general painting requirements reference “Division 9 – Finishes” in UF Design & Construction Standards:
<http://facilities.ufl.edu/forms/dcs/090000.pdf> .

2. Vendors who will be providing painting services for UF Housing will use a current UF Housing Paint Project Manual (see Attachment A for a sample of the project manual).
3. Vendor must furnish all labor, equipment and tools necessary for general painting, including minor repair of walls of University buildings. Vendor may be required to supply paint for some jobs, but in other cases the University will supply paint for the job. The University will specify the exact type and color of paint, and whether the paint will be University or vendor provided, prior to the vendor quoting the project.
4. Vendor may be asked to provide samples of each color and finish selection and to demonstrate aesthetic effects and set quality standards for materials and execution.
5. Vendor may be asked to provide maintenance materials at the end of a project such as five (5) one (1)-gallon cans of trim paint. This will be communicated to the vendor prior to the vendor quoting the project.
6. Vendor may be asked to provide, with their quote, MSDS Sheets for materials used in a particular project.
7. Vendors may be asked to show the cost of painting supplies and vendor markup on quotes for individual projects.
8. Lead Based Paint: Vendor must comply with the Environmental Protection Agency's 2008 Lead-Based Paint Renovation, Repair and Painting (RRP) Rule (as amended in 2010 and 2011), which aims to protect the public from lead-based paint hazards associated with renovation, repair and painting activities. These activities can create hazardous lead dust when surfaces with lead paint, even from many decades ago, are disturbed. The rule requires workers to be certified and trained in the use of lead-safe work practices, and requires renovation, repair, and painting firms to be EPA-certified. These requirements became fully effective April 22, 2010. More information can be found at <https://www.epa.gov/lead/lead-renovation-repair-and-painting-program-rules>.
9. The Contractor is responsible for the finish of the work. Should any surface be found unsuitable to produce an even paint or sealant finish, the University representative shall be notified in writing and no material shall be applied until the unsuitable surfaces have been made satisfactory according to University requirements. Beginning coating application constitutes vendor's acceptance of substrates and conditions.

Rental Equipment

1. In the event vendor must rent equipment for a specific project, the cost to the University will be calculated based on the vendor's cost from the rental facility plus vendor's mark-up.
2. Written approval from a University representative is required prior to the use of rental equipment.

3. The vendor's quotes and invoices will clearly show the description of rental equipment used, number of hours or days of active use, cost, and vendor's mark-up. A copy of the vendor's rental equipment invoice from the rental facility will be submitted as back-up with the vendor's quote and invoice.

PRICE SHEET

From: _____
 (Company Name/Name & Title of Authorized Agent)

To: **UNIVERSITY OF FLORIDA**
Procurement Services
971 Elmore Drive
Gainesville, FL 32611

The undersigned, hereinafter called "Bidder", being invested with the authority of his/her employer, and having read the Documents for the Bid, as well as the Specifications for the Bid, entitled:

ITB18CS-124 – Annual Contract for Campus Painting Services

and having familiarized himself/herself with all conditions affecting and governing the specifications, pricing and delivery of the equipment, hereby proposes to furnish the service as per the specifications, in strict compliance with the Specification Page, Bid Documents, Addenda and any other documents relating thereto on file with Procurement Services and, if awarded the Contract, agrees to abide by the pricing and delivery terms as per the Documents and as stated herein, for the sums enumerated on this page.

ITEM	DESCRIPTION	UNITS	PRICE
A	CAULKING		
1	Under 1/8"	Per Linear Foot	
2	Over 1/8"	Per Linear Foot	
B	MARKUP		
1	Paint - Latex	Percentage	
2	Paint - Epoxy	Percentage	
3	Paint - Elastomeric	Percentage	
4	Specialty Equipment Rental	Percentage	
C	SUBSTRATE*		
1	Gypsum Board	Per Square Foot	
2	Steel	Per Square Foot	
3	Plaster	Per Square Foot	
4	Metal	Per Square Foot	
5	Galvanized Metal	Per Square Foot	
6	Brick	Per Square Foot	
7	Aluminum	Per Square Foot	
8	Wood	Per Square Foot	
9	Concrete	Per Square Foot	
10	Fiberglass	Per Square Foot	
11	EFIS	Per Square Foot	
12	Cinderblock	Per Square Foot	
D	FREQUENT ITEMS*		
1	Standard Metal Door & Frame	Per Door/Frame	

***Square foot pricing for each substrate includes all surface preparation, equipment, labor, primer, materials (excluding paint) and supplies required to perform work.**

Price for hourly rates for miscellaneous work not quoted above:

Description	Hourly Rate**
Project Manager/Supervisor	
Painter	
Helper	
Other:	

**** Hourly Rate does not include travel time to job site. The hourly rate quotes shall include full compensation for labor, equipment use, and any other cost to the bidder (excluding paint).**

Please attach a list of five (5) references for commercial jobs which have been completed satisfactorily in the past five (5) years. References should include:

- Name of owner (agency, company, etc.)
- Dates of service
- Location of service
- Brief description of work completed
- Contact name, phone number and email addresses of project manager

I have carefully prepared this Bid from contact documents described above, I have full authority to make such statements and submit this Bid in (my) (its) (their) behalf, and all statements are true and correct.

 (Signature) (Printed or typed)

 (Address, City State, Zip)

 (Telephone) (Date)