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Plus Attachments A & B

BID WILL BE OPENED: November 23, 2020 at 3:00 PM local time and may not be withdrawn within 90 days after such date and time.

Mandatory Pre-bid: November 4, 2020 at 9:00 AM local time.

DATE: 10/28/2020

PROCUREMENT AGENT: KO/jh

BID TITLE: UF-623B Thermal Utility System Improvements

VENDOR NAME

VENDOR MAILING ADDRESS

REASON FOR NOT SUBMITTING BID

POSTING OF BID TABULATIONS

Bid tabulations with intended award(s) will be posted electronically for review by interested parties at https://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.

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 bid. NOTE: Bid tabulations will be posted electronically at https://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 Bid Coordinator. Inquiries must reference the date of bid opening and bid number. No interpretations shall be
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 the report within the time limits specified in Section 119.07 F.S.

(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 any prices are to be submitted in accordance with the provisions of Section 119.07 F.S.

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 complete specifications. Reference to literature of equivalent brands contained in the bid submitted with a previous bid will not satisfy this provision. The vendor shall also include in detail the reasons why the proposed equivalent will meet the specifications and shall include bid sheets marked “BID IS FOR SPECIFIED QUANTITY ONLY”.

23. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested and/or inspected for compliance with specifications by any appropriate testing facilities and any extent warranty and service facilities are provided. Delivery may be made only to the University of Florida's vendor file. 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 shall 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 a vendor is acting on behalf of others.

(c) 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. Should return be a condition of the contract and payment will not be made until return is affected.
Bid Number: ITB21KO-121

Title: Thermal Utility System Infrastructure

Project Number: UF-623B
AUTHORIZED REPRESENTATIVES AND CONTACT INFO:

UF PROCUREMENT SERVICES

Karen Olitsky
Procurement Agent III
971 Elmore Drive / PO Box 115250
Gainesville, FL 32611-5250
(352) 294-1163
kolitsk@ufl.edu
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    https://facilities.ufl.edu/forms/dcs.html

III. STANDARDS, POLICIES, REGULATIONS, FORMS, GUIDES, INSPECTION & CLOSEOUT AND REFERENCES
     http://facilities.ufl.edu/forms.html

IV. General Terms and Conditions
    https://facilities.ufl.edu/forms/contracts/GTC.pdf

TECHNICAL SPECIFICATIONS

V. ATTACHMENT A

DRAWINGS

VI. ATTACHMENT B
The Invitation to Bid shall be in accordance with the University of Florida, Procurement Services "Invitation to Bid Acknowledgement Form" with all relevant information provided therein.

END OF SECTION
00100 - INSTRUCTIONS TO BIDDERS

1.1 RELATED SECTIONS

A. Documents affecting the work of this Section include, but are not necessarily limited to, the General Terms & Conditions and other Sections in Divisions 0 and 1 of these Specifications.

1.2 THE WORK

PROJECT TITLE: UF-623B Thermal Utility System Improvements

1.3 SECURING DOCUMENTS

Copies of the proposed Contract Documents may be obtained from:

University of Florida Procurement Services website.
https://procurement.ufl.edu/vendors/schedule-of-bids/

1.4 BID FORM

To be considered responsive and responsible, make bids in strict accordance with the following:

A. Make bids upon the forms provided, properly signed and with all items completed. Do not change the wording of the bid form and do not otherwise alter or add words to the bid form. Unauthorized conditions, limitations, or provisions attached to the bid may be cause for rejection of the bid.

B. Include a completed and signed Invitation to Bid Construction Acknowledgment Form.

C. Include completed Section 00310 - Bid Form.

D. Include list of subcontractors as described in Section 00430 - Subcontractor Listing.

E. **Bids must be submitted no later than November 23, 2020 at 3:00 PM, local time.** No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the bidder unopened.

F. Address bids to Karen Olitsky, Procurement Agent III, and deliver to:

University of Florida
Procurement Services
971 Elmore Drive / PO Box 115250
Gainesville, FL 32611-5250

Submit bid in a sealed envelope that includes the bid number, contractor name and date and time of the bid opening on the outside of the envelope. Submit one (1) original bid and one (1) electronic copy on flash drive or CD/DVD. It is the sole responsibility of the bidder to see that bids are received on time. Faxed and/or emailed bids will not be accepted.
1.5 PROOF OF COMPETENCY OF BIDDER

A bidder may be required to furnish evidence, satisfactory to the Owner, that the bidder and the bidder's proposed subcontractors have sufficient means and experience in the types of work required to assure completion of the Contract in a satisfactory manner.

1.6 WITHDRAWAL OF BIDS

A. A bidder may withdraw their bid, either personally or by written request, at any time prior to the scheduled time for opening bids.

B. No bidder may withdraw their bid for a period of 90 calendar days after the date set for opening thereof, and bids shall be subject to acceptance by the Owner during this period.

1.7 SUBCONTRACTS

If the Bidder intends to subcontract any of the Work:

A. A list of all proposed subcontractors shall be provided with the bid for scopes/packages more than $10,000. See Section 00430 - Subcontractor Listing.

B. Each subcontractor performing work more than $10,000 must present evidence of being qualified in and licensed for the applicable trade. Such proof of subcontractor licensure shall be provided by the successful bidder after award, but prior to commencement of Work.

1.8 PERFORMANCE AND PAYMENT BONDS

See General Terms & Conditions, Article 20.

1.9 BID DEPOSIT

Not required.

1.10 AWARD OR REJECTION OF BIDS

The Contract, if awarded, will be awarded to the responsible and responsive bidder who has proposed the lowest Contract Sum, subject to the owner's right to reject any or all bids and to waive informality and irregularity in the bids and in the bidding. Alternates may be accepted in any order or not at all. Acceptance or rejection of any bid will be at the owner's sole discretion.

1.11 MANDATORY PRE-BID CONFERENCE:

A mandatory pre-bid Conference will be held prior to the scheduled bid opening for the purpose of considering questions posed by bidders. The conference will be held remotely, by Zoom, and is open to interested bidders, prospective subcontractors, and any other interested parties. It is recommended that bidders visit the site prior to the pre-bid meeting. The pre-bid meeting will be held **November 4, 2020** at 9:00 AM, local time. Please click [HERE](#) to log into the meeting. Passcode: 439580.

1.12 EXECUTION OF AGREEMENT

A. A Purchase Order (PO) will be issued for purposes of fiscal encumbrance and payment. The PO itself serves as the form of contract.
B. Upon notice of Bid Award, the bidder to whom the Contract is awarded shall deliver to UF those Certificates of Insurance and Payment & Performance Bonds required by the Contract Documents.

C. Bonds and Certificates of Insurance shall be approved by UF before the successful bidder may proceed with the Work.

1.13 INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING

A. If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in or omissions from any part of the Contract Documents, they may submit a written request for interpretation thereof no later than November 10, 2020 at 5:00 PM, local time, to Karen Olitsky, Procurement Agent III at kolitsk@ufl.edu. The person submitting the request shall be responsible for its prompt delivery.

B. Interpretations or corrections of proposed Contract Documents will be made only by Addendum and will be available on the Procurement Services “Schedule of Bids” webpage https://procurement.ufl.edu/vendors/schedule-of-bids/. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

1.14 TIME OF COMPLETION:

A. See project-specific schedule requirements in Attachment A, Confirmed Construction Documents, Section 01310 Construction Schedules, 2.1.G.

END OF SECTION
BID PROPOSAL

FROM:  
(Name of Bidder)

TO: UNIVERSITY OF FLORIDA  
PROCUREMENT SERVICES  
971 Elmore Drive  
P.O. Box 115250  
Gainesville, Florida 32611-5250

The undersigned, hereinafter called "Bidder", having reviewed the Contract Documents for the Project entitled **ITB21KO-121 UF-623B Thermal Utility System Improvements** and having visited and thoroughly inspected 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 Contract Documents, Addenda, and all other Documents relating thereto on file in Procurement Services, 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:**

_________________________________________________________ Dollars

Figures: $________________________

**ADD ALTERNATE #1:**

_________________________________________________________ Dollars

Figures: $________________________

**ADD ALTERNATE #2:**

_________________________________________________________ Dollars

Figures: $________________________

**ADD ALTERNATE #3:**

_________________________________________________________ Dollars

Figures: $________________________
ADDENDA:
Receipt of the following Addenda to the Construction Documents is acknowledged:

ADDENDUM #_________________________ Dated _______________________

ADDENDUM #_________________________ Dated _______________________

ADDENDUM #_________________________ Dated _______________________

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

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 Contract 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 the statements and commitment herein and submit this Bid Proposal in (its) (their) behalf, and all statements are true and correct.

Signed this________________________ day of_____________________, 2020.

(Signature of Bidder)

(Print Name) ___________________________ (Title) ___________________________

WITNESS:

(Signature of Witness)

(Print Name) ___________________________

Address: ______________________________

(City) __________________ (State) ______ (Zip Code) ____________

END OF SECTION

00310-2
1.1 RELATED SECTIONS

A. Documents affecting the work of this Section include, but are not necessarily limited to, the General Terms & Conditions and other Sections in Divisions 0 and 1 of these Specifications.

1.2 SUBCONTRACTOR LISTS

A. Each bidder shall furnish with its bid a list of all subcontractors for subcontracted scopes/packages of work valued at more than $10,000.

B. This list shall include – for each subcontracted package more than $10,000:

- The name and address of the proposed subcontractor and the approximate value of the subcontract.
- Subcontractor References: Three (3) satisfactorily completed projects within the past five (5) years that are of similar size and/or complexity of the work the subcontractor will provide. Include names and dates of contracts, and names, addresses, phone and email addresses of owners.

C. If the bidder does not intend to subcontract portions of the Work in amounts greater than $10,000, a statement to that affect shall be furnished with the bid.

D. See Section 00100 - Instruction to Bidders regarding subcontractor licensure requirements.

END OF SECTION