INVITATION TO BID
Commodity
Acknowledgment Form

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BID WILL BE OPENED ON January 18, 2021 at 3:00 PM local time and may not be withdrawn within 45 days after such date and time. A non-mandatory pre-bid meeting will be held December 18, 2020 at 9:30AM at the site. Questions are due by January 6, 2021 at 5:00PM.

BID NO.: ITB21DB-126

UNIVERSITY MAILING DATE: 12/14/2020 PROCUREMENT AGENT BID TITLE: 6ft Black Aluminum Picket Fence for Perimeter of Flavet Field

VENDOR NAME

VENDOR MAILING ADDRESS

CITY - STATE - ZIP CODE

AREA CODE TELEPHONE NO.

FAX NO.

WEB ADDRESS

EMAIL 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 notification 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 vendor from the 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, titles 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.

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 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 are not the University's official vendor for such purchases. (b) PAYMENT: Payment will be made by the University of Florida to the vendor's bank account as stated in the bid. (c) PAYMENT DISCOUNTS: Discounts will not be considered in the bid price. However, every effort will be made to take the discount within the time offered.

5. CONFLICT OF INTEREST: The University’s discretion, such assignment shall be made and become effective at the time the procurement agency’s final payment to the vendor.

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 Procurement Department. Inquiries must reference the date of bid opening and bid number. No interpretations will 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 do so 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; $1,000.00; or whichever is less. This bond shall secure 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 at the time of the bid.

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 not be binding on the Purchaser or at any time, including 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, shall be construed to mean 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 government agencies.

11. LOBBYING: Vendor is prohibited from using funds provided under any contract or purchase order for any purpose or for any activity which is not a direct result of the contract. Vendor must explain on an attached sheet to what extent warranty and any warranty service and replacements that will be provided during and subsequent to warranty period shall be the responsibility of the successful vendor to notify the purchaser at once, if there is reason to believe that collusion exists between vendors. Bids in which the vendor is involved in more than one bid for the same work will be cause for rejection of the bid. The University of Florida reserves the right to determine acceptance of items that are an approved equivalent. Bids which do not comply with these requirements 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 items, at 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 patented invention, process, or article manufactured or used in the performance of the contract, including its use by the University of Florida. In other words, any design, device, or material, and which are the result of the vendor’s breach of contract or of the negligent acts of any person or entity shall not constitute a cognizable defense against the legal effect thereof.

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, terms, or designations of the University, its employees, its affiliates or 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, in connection with any work or in connection with any item or items as an approved equivalent. Bids which do not comply with these requirements will not satisfy this provision. The vendor shall also explain in detail the reasons why the proposed equivalent will meet the specifications.

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, or not less than the opening bid. If the samples are 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 the 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 the time of or by the University at Florida in the normal working hours of the University of Florida, Monday through Friday, unless otherwise specified.

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 patented invention, process, or article manufactured or used in the performance of the contract, including its use by the University of Florida. In other words, any design, device, or material, and which are the result of the vendor’s breach of contract or of the negligent acts of any person or entity shall not constitute a cognizable defense against the legal effect thereof.

21. CONFLICT BETWEEN DOCUMENTS: If any terms and conditions contained within this invitation to bid and the submitted proposal, if any, 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 received which do not conform to specifications, the University may acquire any of the manufacturer’s names, 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 items that are a direct result of the contract. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand of item shall be rejected 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 the cost of testing and/or any reprocurement costs.

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 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 printing firms 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) COMPLIANCE: Vendors must ship all materials and products to 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 patented invention, process, or article manufactured or used in the performance of the contract, including its use by the University of Florida. In other words, any design, device, or material, and which are the result of the vendor’s breach of contract or of the negligent acts of any person or entity shall not constitute a cognizable defense against the legal effect thereof.

(e) MANAGEMENT OF MATERIALS: It is agreed that all materials and profits 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.
UNITED STATES, FLORIDA

SOUTH FLORIDA

TAMPA BAY AREA

THE UNIVERSITY OF FLORIDA

SCOPe OF WORK

The University of Florida Planning, Design, and Construction is requesting bids from qualified contractors for the removal and disposal of approximately 1,250ft of existing chain link fence and associated fence posts, and installation of approximately 2,450ft of 6ft high black aluminum fence with gates around the perimeter of Flavet Field, a grass field located in the middle of the main campus. See Attachment A for a map of the property with fencing and gate locations. Total bid price shall include the cost for all machinery/equipment, materials, shipping/delivery and labor to remove existing fencing and install all fencing and gates described in this ITB.

MATERIAL/CONSTRUCTION SPECIFICATIONS

1) All material must be new.

2) All fence must be: Master Halco, Montage Plus-Majestic powder coated black.
   - 6ft Height
   - 3-Rail Panels
   - Flush Bottom Panels
   - 3in Pet, Pool & Play Picket Air-Space
   - 6ft X 6ft Sections

3) Corner/Brace and Pedestrian Gate post shall be 4in diameter and imbedded 36in deep with a 10in diameter in concrete. Roller Gate post shall be 6in diameter and imbedded 36in deep with 10in diameter in concrete.

4) Pedestrian Gates will be 3ft opening with a 9ft “ball barrier” offset fence. Offset will be 6ft from main fence line.

5) Number of Gates:
   - 16ft X 6ft – 2 Single Roller Gates
   - 32ft X 6ft – 2 Single Roller Gates

6) Gates will be placed in accordance to locations as shown in Attachment A.

Base Bid: Price will include specification as listed above.

Alternate 1: Add or deduct in base bid price to include, 2 each - 16ft X 6ft double roller gates and 2 each - 32ft X 6ft double roller gates in lieu of single roller gates listed in Item 5 above.
NON-TECHNICAL SPECIFICATIONS

1. **AWARD** - Award will be made on an "All-or-None Offer Total Bid Price" basis. Any contract awarded pursuant to this Invitation to Bid will be awarded to the single best responsive bidder or to none at all.

2. **FLORIDA PREFERENCE**—Preference for Florida Based Vendors for Purchases of Personal Property in accordance with §.287.084, Florida Statute; a preference shall be provided to vendors with a principal place of business in Florida. If the lowest responsible and responsive bid for personal property is from a vendor whose principal place of business is outside of Florida and is in a state or political subdivision thereof that grants a preference for the same purchase of personal property to a vendor in such state or political subdivision, as applicable, then the University shall grant the same preference to the Florida based vendor with the lowest responsible and responsive bid received pursuant to this Invitation to Bid. If the lowest responsible and responsive bid is from a vendor whose principal place of business is in a state that does not grant a preference for the purchase of personal property to a vendor in such state, then the University shall grant a preference in the amount of 5 percent to the lowest and responsive Florida base vendor.

For vendors whose principal place of business is outside of Florida, such vendors must, at the time of submitting its bid, provide a written opinion from a licensed attorney in its state specifying (a) the preference(s) granted by the state or political subdivision and (b) how the preference(s) is/are calculated. The attached Attestation of Principal Place of Business must be completed and returned with your ITB response.

3. **PRE-BID MEETING** - A non-mandatory pre-bid meeting will be held on **Friday, December 18, 2020 at 9:30 AM** at the University of Florida Flavet Field which is located off of Woodlawn Drive between Stadium and Museum Road. The purpose of this meeting 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 addenda must be acknowledged by signature and should be returned with your bid.

4. **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 bidders must be requested of UF Procurement Services in writing, and if an explanation is necessary, a reply shall be made in the form of an addendum. Direct all inquiries to Debbie Berrier, Procurement Agent II, dberrier@ufl.edu.

All addenda will be posted to UF Procurement Services website only: https://procurement.ufl.edu/vendors/schedule-of-bids/

Bidders 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 bidder’s sole responsibility to check the website 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 **January 6, 2021 at 5:00 PM**.
5. **BID SUBMITTAL** - All bids should include a completed and signed University of Florida Invitation to Bid Commodity Acknowledgment Form, Price Sheet, Attestation of Principal Place of Business, and any Addenda. Submit one (1) complete original bid and one (1) electronic copy, on a flash drive or CD/DVD, in a sealed envelope, with the following information on the outside of the envelope: bid number (ITB21DB-126), date and time of bid opening (01/18/2021 at 3:00 PM) and company name.

**Bids are due no later than January 18, 2021 at 3:00 PM.**

Late bids, emailed bids or faxed bids will not be accepted.

6. **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 Commodity Acknowledgment Form.

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, United Parcel Service, Courier, U. S. Postal Express Mail, etc., address the bid to the street address as shown on the Invitation to Bid Commodity Acknowledgment form.

7. **BID OPENING** – Bid opening will be held remotely via Zoom. A link to the Zoom meeting will be posted on the Schedule of Bids page of the procurement website.

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

9. **CONFIDENTIALITY** – From the date of issuance of this ITB, until a bid is made, the vendor must not make available or discuss his or her bid, or any part thereof, with any employee or agent of the University, unless permitted by UF Procurement Services, in writing, for purposes of clarification only.

10. **VENDOR’S EXPENSE** – All bids submitted in response to the ITB must be submitted at the sole expense of the Bidder, 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/or any required site visits.

11. **OPEN COMPETITION** - The University encourages free and open competition among vendors. Whenever possible, specifications and ITB 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 this bid 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.

12. **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 UF Procurement Services within the fiscal year (July 1 through June 30), the following evidence of eligibility may be required to be submitted:

1. Evidence that bidder is licensed by the appropriate government agency to perform the work specified.
2. Experience record showing bidder's training and experience in similar work.
3. 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.

As part of the qualification process, the University may make inquiries and investigations, including verbal or written references from vendor’s customers, to determine the ability of the vendor to offer service.

13. **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.

14. **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 product as specified in the Invitation to Bid and assure proper installation and satisfactory operation of all product prior to acceptance by the University.

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

16. **F.O.B. POINT** – The F.O.B. Point shall be destination. Exact delivery point will be indicated on the Purchase Order.

17. **TIME OF COMPLETION** - The work to be performed under this Contract shall commence within ten (10) calendar days after Successful Bidder’s receipt of UF’s Purchase Order and shall be completed no later than March 31, 2021. Completion date may be subject to adjustment due to inclement weather, such as excessive rain. UF intends to issue a Purchase Order on or before January 29, 2021. Should the Purchase Order be delayed in issuance, the date of completion will be extended by the same amount of the delayed issuance. Contractor agrees to commence and complete the work with continued diligence as a continuous operation from start through completion.

18. **WARRANTY** - The successful bidder shall furnish factory warranty on all product furnished against defect in material and/or workmanship. The factory warranty shall become effective on the date of acceptance by the University. The successful bidder shall warrant the installation for one (1) year from the date of project completion. Should any defect in material or workmanship, not including 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 the University. 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.

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/or personnel.
20. **INSURANCE** – The Contractor 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 Contractor from claims arising out of or resulting 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 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. Please note that the University of Florida must be named “additional insured” on automobile and general liability policies.

Contractors Liability Insurance - The Contractor shall provide the ISO Commercial General Liability policy for general liability coverage’s for limits of not less than $1,000,000 each occurrence and $2,000,000 project aggregate for bodily injury, property damage, personal and advertising injury liability; $1,000,000 each occurrence and $2,000,000 project aggregate for products and completed operations liability; and $50,000 fire legal liability. Coverage’s shall be maintained without interruption from date of commencement of work until date of final payment.

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 Statues.

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 the amount of at least, $500,000 per occurrence.

21. **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.

22. **LIABILITY** - The University, as a public entity, is protected by sovereign immunity from tort liability, subject to a limited statutory waiver. The University will not agree to (i) indemnify or hold harmless any vendor; (ii) be liable for vendor’s attorneys’ fees under any circumstances; or (iii) binding arbitration. The Agreement shall not be construed or interpreted as (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of University or the State of Florida or their agents and agencies to be sued; or (iii) a waiver of either University’s or the State of Florida’s sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.

23. **CHANGES IN THE WORK** - 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.

24. **EQUAL OPPORTUNITY STATEMENT** - The State Universities have established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibits discrimination based on race, creed, color, sex, age, national origin, marital status or religion. To be considered for inclusion as a supplier under this agreement, the proposer commits to the following:

   1. The provisions of Executive Order 11246, September 24, 1966, and the rules, regulations and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value.

   2. If the proposer expects to receive $10,000 in orders during the first 12 months of this agreement, a complete certificate of non-segregated facilities shall be attached to the bid response.
3. If the proposer expects to receive $50,000 in orders during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEOO-1) must be filed prior to March 1 of each year.

4. If the proposer expects to receive $50,000 in orders during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the proposer, subject to review upon request by the user agencies of this agreement.

25. **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 bid 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).

26. **FEDERAL DEBARRMENT** - 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).

27. **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.

28. **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 Small Business and Vendor Diversity at 352-392-0380 or email sbvdr@admin.ufl.edu.

29. **USE OF TERMS**: - The terms University of Florida, University, UF, UF Procurement Services, University of Florida Planning, Design, and Construction, UF Planning, Design and Construction, and UF PDC are used synonymously in this Invitation to Bid unless otherwise indicated. The terms vendor, bidder, proposer and contractor are used synonymously in this ITB unless otherwise indicated.

30. **AMERICANS WITH DISABILITY ACT** - If special accommodations are needed in order to attend a pre-bid meeting, contact procurement@ufl.edu, three (3) business days prior to the event.
31. **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.

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

33. **TOBACCO-FREE CAMPUS POLICY** – As of July 1, 2010 the University of Florida campus has been tobacco-free. The use of cigarettes or other tobacco products in UF buildings, parking lots, or in vehicles in these areas is prohibited. The successful vendor is expected to respect this smoke free policy and fully comply with it.

34. **INVOICING AND PAYMENT TO CONTRACTOR** - 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. Please include your Tax Identification number. All invoices for payment should be submitted to the University of Florida via:

   Email: UFL.invoices@edmgroup.com

   Or by Fax:
   1-570-496-5411

   Or by Mail: University of Florida
   Attn: Accounts Payable
   PO Box 3357
   Scranton, PA 18505
Attestation of Principal Place of Business
University of Florida ITB21DB-126, 6ft Black Aluminum Picket Fence for Perimeter of Flavet Field

Name of Bidder: ____________________________________________
Business Name: ____________________________________________

Identify the State in which the Bidder has its principal place of business: ___________________________________________________

Bidder’s Signature: _____________________________   Title: ________________________________________________________

INSTRUCTIONS: IF your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required. IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to comply may be considered as non-responsive to the terms of this solicitation.

OPINION OF OUT-OF-STATE BIDDER’S ATTORNEY ON BIDDING PREFERENCES
(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: §287.084(2), Florida Statutes, provides that “a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.” See also § 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES
(Please Select One)

__________ The Bidder’s principal place of business is in the State of _________________ and it is my legal opinion that the laws of that state do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that state.

__________ The Bidder’s principal place of business is in the State of _________________ and it is my legal opinion that the laws of that state grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that State: [Please describe applicable preference(s) and identify applicable state law(s)]:

____________________________________________________________________________________________________________
____________________________________________________________________________________________________________

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES
(Please Select One)

__________ The Bidder’s principal place of business is in the political subdivision of _________________ and it is my legal opinion that the laws of that political subdivision do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

__________ The Bidder’s principal place of business is in the political subdivision of _________________ and it is my legal opinion that the laws of that political subdivision grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

____________________________________________________________________________________________________________
____________________________________________________________________________________________________________

Signature of out-of-state Bidder’s attorney: ________________________________________________________________

Printed name of out-of-state Bidder’s attorney: ______________________________________________________________

Address of out-of-state Bidder’s attorney: ________________________________________________________________

Telephone number of out-of-state Bidder’s attorney: (_______) _______ - ______________

Email address of out-of-state Bidder’s attorney: ______________________________________________________________

Attorney’s states of bar admission: ______________________________________________________________________
PRICE SHEET

From: ________________________________

(Company Name/Name & Title of Authorized Agent)

To: UNIVERSITY OF FLORIDA
   Procurement Services
   971 Elmore Drive
   Elmore Hall Rm101
   Gainesville, FL 32611

The undersigned, 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:

   ITB21DB-126, 6ft Black Aluminum Picket Fence for Perimeter of Flavet Field

and having familiarized himself/herself with all conditions affecting and governing the specifications, pricing and delivery of the product and services described herein, hereby proposes to furnish the products and services as per the specifications, in strict compliance with the Bid Documents, Addenda and any other documents relating thereto on file with UF 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.

BASE BID:

TOTAL COST OF MATERIALS (INCLUDING SHIPPING/DELIVERY COSTS): $ ________________________________

TOTAL COST OF LABOR: $ ________________________________

TOTAL BASE BID PRICE: $ ________________________________

ADD OR DEDUCT (Circle One) ALTERNATE 1:

TOTAL COST OF MATERIALS (INCLUDING SHIPPING/DELIVERY COSTS): $ ________________________________

TOTAL COST OF LABOR: $ ________________________________

TOTAL ALTERNATE 1 PRICE: $ ________________________________

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.
ATTACHMENT A
FOR INFORMATIONAL PURPOSES ONLY. FIELD VERIFY CRITICAL INFORMATION

Pedestrian Walk-Thru with Gate - with 9ft offset "ball barrier" fencing

- New Fence
- New Lockable Vehicle Gate - 15'
- New Lockable Vehicle Gate - 35'

Follow existing fence line

ITB21DB-126 6ft Black Aluminum Picket Fence for Perimeter of Flavet Field