



UNIVERSITY OF  
SOUTH FLORIDA

# PROJECT MANUAL

FOR  
USF PROJECT NUMBER  
USF PROJECT NAME

UNIVERSITY OF SOUTH FLORIDA  
TAMPA CAMPUS

PROJECT DATE ISSUED: MONTH 00, 0000

SET NO:

A/E NAME  
A/E ADDRESS  
A/E PHONE

EDITION: NOVEMBER 21, 2020  
USF FACILITIES MANAGEMENT

# USF PROJECT MANUAL

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## CALL FOR BIDS

**CALL FOR BIDS** made by the University of South Florida.

**PROJECT NAME, NUMBER & LOCATION:**

Insert Project Name, USF Project No.: USF-000, University of South Florida, Tampa Campus. The Insert Project Name project consists of Insert Concise Description of the Project.

**QUALIFICATION:** All Bidders must be qualified at the time of bid opening in accordance with **Article B-2 (Qualification of Bidders)** of the Instructions to Bidders. Sealed bids will be received on:

**DATE AND TIME:** Month 00, 0000, until 00:00 AM/PM, local time.

**PLACE:** Facilities Management – Design & Construction  
University of South Florida (Tampa Campus)  
4202 East Fowler Avenue / OPM 100  
Tampa, Florida 33620-7550

At which time they will be publicly opened and read aloud at the office of Facilities Management – Design & Construction, FPC Building, Room 109, (located across the street from Parking Lot 3 on West Holly).

**PROPOSAL:** Bids must be submitted in full and in accordance with the requirements of the drawings and Project Manual, dated Month 00, 0000, which may be obtained or examined at the office of the Architect/Engineer at: Name, Address & Phone Number of A/E.

**PRE-SOLICITATION/PRE-BID MEETING:**

The Bidder is encouraged to attend the pre-solicitation/pre-bid meeting. The meeting has been scheduled for:

**DATE AND TIME:** Month 00, 0000, until 00:00 AM/PM, local time.

**PLACE:** University of South Florida, Tampa Campus, 4202 East Fowler Ave., at the Building Name Building, Room Room Number.

**DEPOSIT:** Three-Hundred Dollars (\$300.00) per set of drawings and Project Manual is required with a limit of three (3) sets per General Contractor or Prime Bidder; and two (2) sets of drawings and Project Manuals for Plumbing, Heating/Ventilation/Air Conditioning and Electrical Contractors acting as Subcontractors.

**REFUND:** The deposit shall only be refunded to those General Contractors, Prime Bidders, or Plumbing, Heating/Ventilation/Air Conditioning and Electrical Contractors acting as either Prime or Subcontractors, who after having examined the drawings and specifications: (1). Submit a bona fide bid, or (2). Provide written evidence that they have submitted bids as Subcontractors for Plumbing, Heating/Ventilation/Air Conditioning or Electrical work, and who return the drawings and Project Manual in good condition within fifteen (15) days after receipt of bids.

**PURCHASE:** Full sets of the drawings and Project Manual may be examined at the Architect/Engineer's office and local plan rooms. Full sets may be purchased through the Architect/Engineer for dollars & cents (\$000.00) per set for the printing and handling cost. Partial sets may be purchased at dollars & cents (\$000.00) per sheet of the drawings and dollars & cents (\$000.00) per full copy of the Project Manual, and are sold subject to the provisions of **Article B-27 (Partial Sets of Bidding Documents)**

of the Instructions to Bidders.

**EQUAL OPPORTUNITY:**

As part of the University of South Florida's strategic plan, USF made a commitment to foster a diverse community distinguished by a shared purpose, collaboration, open and timely communication, mutual respect, trust, and inclusiveness. The University of South Florida is an equal opportunity institution, and, as such, strongly encourages the lawful use of Certified Business Enterprise (CBE) including certified Minority (MBE), Women (WBE), and Veteran (VBE) business enterprises in the provision of design and construction related services by providing a fair and equal opportunity to compete for, or for participation in, design and/or construction related services.

Assistance is available from the USF Supplier Diversity Program office in support of efforts and outreach process regarding **CBE** participation.

The USF Supplier Diversity Program  
USF Purchasing Services  
[www.usf.edu/supplierdiversity](http://www.usf.edu/supplierdiversity)  
Telephone: 813-974-2481  
Email: [vendorapps@usf.edu](mailto:vendorapps@usf.edu)

**PUBLIC ENTITY CRIMES:**

As required by **Section 287.133 (Public Entity Crime)**, Florida Statutes, a Contractor may not submit a bid for this project if it is on the convicted vendor list for a public entity crime committed within the past thirty-six (36) months. The successful Contractor must warrant that it will neither utilize the services of, nor contract with, any supplier, Subcontractor, or Consultant in excess of twenty-five thousand dollars (\$25,000.00) in connection with this project for a period of thirty-six (36) months from the date of their being placed on the convicted vendor list.

**UNIVERSITY BIDDING PROCESS:**

The University reserves the right to extend, halt, or postpone the bidding process by Addenda at any time by notification of General Contractors or Prime Bidders, precast Concrete Manufacturers, Plumbing Heating/Ventilation/Air Conditioning, Electrical Contractors, acting as subcontractors, and plan rooms who have obtained full sets of bidding documents by deposit or purchase.

The University reserves the right to reject any and all bids when in the opinion of the Owner such rejection is in the best interest of the Owner. The award of the contract for construction is contingent on the availability of funds.

The Florida Administrative Register (FAR) (formerly known as Florida Administrative Weekly) or other legal publication also may be used as an invitation to bid. Please note: the FAR is published daily on the Florida Department of State website and USF advertises only once. Section XI of the FAR lists all Notices Regarding Bids, Proposals and Purchasing.

Florida Department of State  
Florida Administrative Code & Florida Administrative Register  
<https://www.flrules.org/>

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FILE: UPM-Section A-Call for Bids.docx

## INSTRUCTION TO BIDDERS

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### **B-1 PROJECT MANUAL TERMINOLOGY**

**Index of Terms:** Whenever in these Instructions to Bidders the following terms (or pronouns which replace these terms) are used, their intent and meaning shall be interpreted as follows:

**Addenda:** A written or graphic instrument issued by the Architect/Engineer prior to the execution of the Contract which modifies or interprets the Bidding Documents by addition, deletion, clarification and/or correction.

**Agreement:** "Agreement" shall mean the document entitled "Owner-Contractor Agreement for Construction."

**Alternate:** An alternative use or type of material or an increase or decrease in the scope of the project, as specifically identified by the plans and/or the specifications.

**Architect/Engineer:** The firm identified in the Call for Bids. See also **Subparagraph 4.1.1 (Architect/Engineer) of the General Conditions.**

**Base Bid:** The sum stated in the Proposal for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added, or from which Work may be deleted for sums stated in Alternate Bids.

**Bidder:** Any individual, firm partnership or corporation submitting a proposal for the Work contemplated.

**Bidding Documents:** The Call for Bids, Instructions to Bidders, the Proposal Form, and the proposed Contract Documents, including any Addenda issued prior to receipt of bids.

**Call for Bids:** The "Call for Bids" consists of the Advertisement for Bids and/or the Invitation to Bid.

**Contract:** The "Contract" is comprised of the Contract Documents as defined in **Article 1 (General Provisions) of the General Conditions** and listed in the Owner-

- Contractor:** Contractor Agreement.  
Any individual, firm, partnership or corporation entering into an agreement to perform the Work specified herein.
- Drawings:** The drawings or reproductions thereof pertaining to the Work to be performed and which have been prepared or approved by the Architect/Engineer.
- Owner:** University of South Florida Board of Trustees, A public body corporate, or Authorized Designee.
- Project Manual:** All items listed in the Project Manual Index.
- Proposal:** A bid for the contemplated Work which the Bidder shall submit on approved forms.
- Public Entity Crime:** A crime as defined in Sections 287.132 (Legislative Intent) and 287.133 (Public Entity Crime), Florida Statutes.
- Specifications:** See Subparagraph 1.1.6 (Specifications) of the General Conditions.
- Surety:** The corporate body which is bound with and for the Contractor, which is primarily liable and which guarantees the faithful performance of the Contract.

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**B-2 QUALIFICATION OF BIDDERS**

**PREQUALIFICATION:**

In order to be eligible to submit a Proposal, a Bidder must:

- (1) Where the scope of the Work falls within the provisions of Chapter 489 (Contracting), Florida Statutes hold the required applicable license in good standing at the time of the receipt of bids;
- (2) Hold a currently active Florida Corporation Charter Number in accordance with Chapter 607 (Corporations), Florida Statutes, if the Bidder is a corporation;
- (3) Meet any special requirements set forth in the Special Conditions of this Project Manual; and,
- (4) Not have been convicted of a public entity crime, within thirty-six (36) months prior to the bid date for this project.

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**B-3 FAMILIARITY WITH LAWS**

The Bidder is required to be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Work. Ignorance on the part of the Bidder will in no way be considered relief from responsibility for compliance with their requirements. The application of Chapter 553 (Building Construction Standards), Florida Statutes "threshold building" requirements to this project is specifically addressed in the Special Conditions of this Project Manual.

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**B-4 FLORIDA PRODUCTS AND LABOR**

The Contractor's attention is called to Section 255.04 (Preference to Home Industries), Florida Statutes which requires that on public building contracts Florida products and labor shall be used wherever price and quality are equal, subject to considerations set forth in that Section of the Statutes relating to comparisons of quality of materials, as well as qualifications, character, responsibility and fitness of materialmen, contractors, and builders proposed for employment.

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**B-5 TAXES**

Contractors who purchase materials which will be used in the construction of a State-owned building will not be exempted from the sales tax on these materials.

The Owner is not subject to:

- a. Federal excise taxes on materials or appliances that are incorporated into and become a part of the completed improvement.
- b. Federal tax on transportation of property.

In every case of purchase of materials to be incorporated in the Work, which are subject to federal excise tax, the Owner will furnish to the Contractor the necessary Federal Excise Tax Exemption Certificate upon receipt of a copy of the supplier's invoice showing the item or items, the net price, and federal excise tax separately.

The Bidder shall take these factors into consideration in preparing the Proposal, including therein the cost of the state sales and use tax on materials, but excluding the cost of those taxes not

applicable. The Owner reserves the right to require the Contractor to develop, manage, and administer a Sales Tax Exempt Purchasing Program for selected portions of the work, by change order to this contract, if it is determined to be in the best interest of the University, in accordance with the requirements of the Department of Revenue and in adherence with the USF sales tax exempt purchasing procedures for fixed capital improvement projects: the **USF Direct Owner Purchase Order Program (DOPO)**. If implemented, the Contractor shall name the Owner as an additional insured on the Contractor's Builder's Risk Insurance to continue to cover the direct purchase materials and the Owner shall pay for the cost of such insurance.

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**B-6 PROGRESS PAYMENTS**

Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make monthly progress payments to the Contractor as noted in **Article 9 (Payments & Completion)** of the **General Conditions**. Special requirements relating to payments for projects of less than one hundred thousand dollars (\$100,000.00), which are exempt from the requirements for Payment and Performance Bonds, are addressed in the Special Conditions.

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**B-7 CONTRACT DOCUMENTS**

Contract Documents are as described under **Article 1 (General Provisions)** of the **General Conditions** and listed in the **Agreement (Owner - Contractor Agreement for Construction)**.

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**B-8 ALTERNATES**

Alternates shall be listed on the Proposal Form in such a manner to clearly indicate what amounts are to be added to (or deducted from) the Base Bid. Failure of a Bidder to quote one or more Alternates may result in the bid being rejected. See **B-23 (Contract Award)** herein.

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**B-9 ADDENDA**

In case the Architect/Engineer finds it necessary to supplement, modify or interpret any portion of the Bidding Documents during the bidding period, such procedure will be accomplished by the issuance of written Addenda to the Bidding Documents which will be delivered or mailed to all known prospective Bidders. Except for minor revisions, corrections, or clarification, Addenda will be issued no less than seven (7) calendar days prior to the date scheduled for receipt of bids. Minor revisions, corrections or clarifications will be issued as telegraphic addenda no less than three (3) calendar days prior to the date scheduled for the receipt of bids. Thereafter, the only addendum will be telegraphic and will be only to withdraw the request for bids, or to postpone the date for the receipt of bids.

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**B-10 INTERPRETATION OF BIDDING DOCUMENTS**

No interpretation of the meaning of the Drawings, Specification, or other Bidding Documents, and no correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. Every request for such interpretation or correction shall be in writing, addressed to the Architect/Engineer. All such interpretations and supplemental instruction will be in the form of written addenda to the Bidding Documents.

Only the interpretation or correction so given by the Architect/Engineer, in writing shall be binding. Bidders are advised that no other source authorized to give information concerning, or to explain or interpret the Bidding Documents.

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**B-11 EXAMINATION OF BIDDING DOCUMENTS AND SITE OF WORK**

Bidders are required, before submitting their Proposals, to visit the site of the proposed Work and completely familiarize themselves with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be performed and the equipment, materials, and labor required. They are also required to examine carefully the drawings, specifications and other Bidding Documents, to inform themselves thoroughly regarding any and all conditions and requirements that may in any manner affect the Work.

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**B-12 BASIS FOR BIDDING - TRADE NAMES**

For clarity of description and as a standard of comparison, certain equipment and materials have

been specified by trade names or manufacturers. To insure a uniform basis for bidding, the Bidder shall base the Proposal on the particular systems, equipment or materials specified and approved substitutes as provided in **Paragraph 3.19 (Substitutions) of the General Condition**. After bids are received, no equipment or materials will be approved as a substitute for the specified product.

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**B-13 BID GUARANTEE**

Proposals shall be accompanied by a bid guarantee of not less than five percent (5%) of the amount of the base bid. This bid guarantee may be a certified check; cashier's check, treasurer's check or bank draft of any national or state bank; or bid bond made payable to the Owner. Such check or bid bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw the bid for a period of forty-five (45) days after the scheduled closing time for the receipt of bids; that if the Proposal is accepted, the Bidder will enter into a written contract with the Owner in accordance with the Agreement included as a part of the Contract Documents, and that the required Labor and Materials Payment Bond and Performance Bond will be given; and that in the event of failure to execute said Agreement and give said bonds within ten (10) days after receipt of the form of Agreement and bonds from the Owner, the Bidder shall be liable to the Owner for the full amount of the bid guarantee as representing the damage to the Owner on account of the default of the Bidder in any particular hereof. The bid guarantees shall be returned to all Bidders after execution of the Agreement and the Labor and Materials Payment Bond and the Performance Bond have been approved by the Owner. If the required Agreement and bonds have not been executed within forty-five (45) days after the date of the opening of the bids, then the bid bond or check of any Bidder will be returned upon request, provided the Bidder has not been notified of the acceptance of the Bidder's Proposal prior to the date of such request.

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**B-14 SURETY COMPANIES ACCEPTABLE TO THE OWNER**

The Surety for the Bid Bond does not necessarily have to be the same as for the Labor and Material Payment and Performance Bonds.

**1. Bid Bonds.**

To be acceptable to the Owner as Surety for Bid Bonds, a Surety Company must meet the following requirements at the time the invitation to bid is issued:

- a. Be in good standing with the Florida Department of Insurance.
- b. Be authorized or approved to do business in the State of Florida.
- c. Be authorized to write Surety Bonds in the State of Florida.
- d. The Bid Bond must be signed by a Florida Licensed Resident Agent who holds a current Power of Attorney from the Surety Company issuing the Bid Bond.
- e. Have twice the minimum surplus and capital required by the Florida Insurance Code.
- f. Be in compliance with all other provisions of Florida Insurance Code (no violation).
- g. Hold a current valid certificate of authority issued by the United States Department of Treasury under **Sections 31 USC 9304-9308 (Surety Corporations)**.

**2. Performance Bonds and Labor and Material Payment Bonds.**

The Contractor shall furnish the Owner with a State of Florida one-hundred percent (100%) Labor and Materials Payment Bond and a Performance Bond written by a Surety Company acceptable to the Owner and authorized to do business in the State of Florida and signed or countersigned by a Florida Licensed Resident Agent who holds a current Power of Attorney from the Surety issuing the Bond. The required forms of the Labor and Material Payment Bond, and the Performance Bond are included in the Project Manual.

The cost of the Bonds shall be borne by the Contractor. The Bonds shall be accompanied by a duly authenticated or certified document, evidencing that the person executing the Bonds in behalf of the Surety had the authority to do so on the date of the Bonds. In the usual case the conferring of that authority has occurred prior to the date of the Bonds, and the document showing the date of appointment and enumeration of powers of the person executing the Bonds is accompanied by a certification that the appointment and powers have not been revoked and remain in effect. The date of that certification cannot be earlier than the date of the Bonds. The Bonds shall not be dated earlier than the Agreement.

To be acceptable to the Owner as Surety for Performance and Labor and Materials Payment



Bonds, a Surety Company must meet the following requirements at the time the invitation to bid is issued:

- a. Be in good standing with the Florida Department of Insurance.
- b. Authorized or approved to do business in the State of Florida.
- c. Authorized to write Surety Bonds in the State of Florida.
- d. For projects for which the contract amount is five hundred thousand dollars (\$500,000.00) or less:
  - i. Have twice the minimum surplus and capital required by the Florida Insurance Code, **Chapter 624 (Insurance), Florida Statutes**.
  - ii. Be in compliance with all other provisions of Florida Insurance Code (no violation).
  - iii. Hold a current valid certificate of authority issued by the United States Department of Treasury under **Sections 31 USC 9304-9308 (Surety Corporations)**.
- e. For projects for which the contract amount is five hundred thousand dollars (\$500,000.00) or greater:
  - i. The Surety Company shall have been in business and have a record of successful continuous operation for at least five years, unless this provision is expressly deleted by addendum or by the Special Conditions to this Project Manual; and
  - ii. Except for asbestos contracts, for which a B rating is acceptable, the Surety Company shall have at least the following minimum ratings:

<b>Contract Amount</b>	<b>Best Ratings</b>	<b>Required Financial Size</b>
\$500,000 to 749,999	A	Class V
\$750,000 to 999,999	A	Class VI
\$1,000,000 to 1,499,999	A	Class VII
\$1,500,000 to 9,999,999	A	Class VIII
\$10,000,000 or more	A	Class IX

**B-15 LISTING OF SUBCONTRACTORS**

Each Bidder shall submit with the Proposal a full and proper list of subcontractors who will perform the segments of the Work as indicated by the "List of Subcontractors Form" contained in this Project Manual.

The Bidder shall have determined to the Bidder's own complete satisfaction that any listed subcontractor has been successfully engaged in this particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract, holds the required license, and is qualified both technically and financially to perform that pertinent subcontract for which the subcontractor is listed. If a Bidder lists itself to perform a particular segment of Work, it must hold the applicable license as required by law.

Subcontractors shall be listed in such a way that their identities may not be confused with other subcontractors doing business under the same or a similar name. The street address or telephone number, or the registration or certification number shall be included on the List of Subcontractors Form for this purpose.

**B-16 PREPARATION AND SUBMISSION OF BIDS**

Each Proposal shall be submitted on the form contained in the Project Manual and bid prices shall be indicated thereon in proper spaces, for the entire Work and for all Alternates. See **B-8 (Alternates)** herein. In the event of a discrepancy in the bid amount on the Proposal between the numeric and written quotes, the written amount will govern.

Each Proposal must give the full business address of the Bidder and state whether it is an individual, corporation or partnership.

Proposals by a corporation must be signed with the legal name and seal of the corporation followed by the name of the state of its incorporation and the manual signature and designation of an officer, agent or other person authorized to bind the corporation.

**B-17 BID MODIFICATIONS**

Bid modifications will be accepted from Bidders, if addressed as indicated on the Proposal Form

and if received prior to the Opening of Bids. No bid modification will be accepted after the close of bidding has been announced. Modifications may be in the form of telegrams or may be indicated in the modification space provided on the Proposal Form.

IMPORTANT NOTE: Modifications indicated on the outside of the sealed bid envelope and unsigned modifications will have no status and will not be a consideration of the bid award, but will not serve to disqualify the Bidder.

Modifications to a bid will be read by the Owner or Architect/Engineer prior to the reading of the formal bid.

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**B-18 WITHDRAWAL OF BIDS**

Bids may be withdrawn on written or telegraphic request received from Bidders prior to the time fixed for opening of bids. Negligence on the part of the Bidder in preparing the Proposal confers no right for withdrawal of the bid after it has been opened. No bid may be withdrawn after the opening of bids is commenced.

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**B-19 RECEIPT AND OPENING OF BIDS**

Bids shall be deposited at the designated location prior to the time for receipt of bids indicated in the Call for Bids, or any extension thereof made by Addendum. Bids received after the time for receipt of bids will not be accepted.

Bids will be publicly opened and read at the time and place stated in the Call for Bids. The officer whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified.

On the day of the reading of the Proposals, a tabulation of the bids will be posted at the location where the bids were opened.

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**B-20 DISQUALIFICATION OF BIDS**

By submittal of a Proposal, a Bidder professes not to be disqualified from bidding State work nor under suspension resulting from conviction of contract crime including any act prohibited by state or federal criminal law which involves fraud, bribery, collusion, conspiracy, violation of state or federal antitrust laws, or material misrepresentation committed in any federal or state jurisdiction with respect to public contract.

Any or all Proposals will be rejected if there is reason to believe that collusion exists among the Bidders; no participants in such collusion will be considered in future Proposals for the same Work. Proposals in which prices obviously are unbalanced may be rejected by the Owner.

Falsification of any entry made on a Bidder's Proposal will be deemed a material irregularity and will be grounds for rejection.

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**B-21 REJECTION OF BIDS**

The Owner reserves the right to reject any and all bids when in the opinion of the Owner such rejection is in the best interest of the Owner.

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**B-22 BID PROTEST**

Any person who is affected adversely by the Owner's decision or intended decision shall file Director, Facilities Planning and Construction, University of South Florida, 4202 East Fowler Avenue, OPM 100, Tampa, Florida 33620-7550, a notice of protest in writing within seventy-two (72) hours, excluding Saturday, Sunday, and State legal holidays, after receipt of the bidding documents if the protest is directed toward the bidding conditions or after the notice of the Owner's decision or intended decision on contract award or bid rejection if the protest is directed toward contract award or bid rejection.

Thereafter, a formal written protest by petition in compliance with **Section 120.53(5)** (Public Inspection), and **Section 120.57** (Additional Procedures), Florida Statutes, must be filed with the Director, USF FM-Design & Construction, University of South Florida, 4202 East Fowler Avenue, OPM 100, Tampa, Florida 33620-7550, within ten (10) days after the date the notice of protest

was filed.

Failure to file a timely notice of protest, failure to file a timely formal written protest petition, or failure to post Bond or other security required by law within the time allowed for filing a bond, shall constitute a waiver of protest proceedings, and a waiver of the person's right to proceedings under **Chapter 120 (Administrative Procedures Act), Florida Statutes.**

Any protest filed prior to receipt of the notice of the Owner's decision or intended decision will be considered abandoned unless renewed within the time limit provided for protests.

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**B-23 CONTRACT AWARD**

The Contract will be awarded by the Owner, to the lowest responsive and responsible Bidder provided the bid is reasonable and it is in the best interest of the Owner to accept it.

The contract award will be made to that responsible Bidder submitting the lowest responsive aggregate bid within the pre-established construction budget. The aggregate bid shall consist of the base bid plus accepted additive alternate bids, or less accepted deductive bids, applied in the numerical order in which they are listed on the bid form. If the base bid exceeds the amount of the pre-established construction budget, the Owner may reject all bids, may negotiate with the lowest responsive and responsive Bidder or subject to the availability of additional funding, may award the base bid to the lowest responsive and responsive Bidder and any alternates in the numerical order listed providing that the lowest responsive and responsive Bidder does not change.

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**B-24 TIME OF COMPLETION AND LIQUIDATED DAMAGES**

The Work to be performed under this Contract shall be commenced within ten (10) calendar days after the date indicated on the Notice to Proceed, shall be substantially completed within number of days (000) calendar days after the date indicated on the Notice to Proceed, and shall be finally completed within thirty (30) calendar days after the date of Substantial Completion.

Inasmuch as failure to complete the Work within the above stated time will result in substantial injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the Work is not substantially completed, according to the definition of "Substantial Completion" in **Paragraph 8.4 (Substantial Completion)** of the **Agreement**, or within such further time, if any, as in accordance with the provisions of the Contract Documents shall be allowed for such Substantial Completion, the Contractor shall pay to the Owner as liquidated damages for such delay, and not as a penalty, Dollars and Cents (\$0,000.00) for each and every calendar day elapsing between the date fixed for Substantial Completion in **Paragraph 4.1 (Commencement)** of the **Agreement** and the date such Substantial Completion is fully accomplished. Said liquidated damages shall be payable in addition to any excess expenses or costs payable by the Contractor to the Owner under the provisions of **Article 14 (Termination or Suspension)** of the **General Conditions**, and shall not preclude the recovery of damages by the Owner under other provisions of the Contract Documents.

This provision for liquidated damages for delay shall in no manner affect the Owner's right to terminate the Contract as provided in **Article 14 of the General Conditions** or elsewhere in the Contract Documents. The Owner's exercise of the right to terminate shall not release the Contractor from an obligation to pay said liquidated damages in the amount set out in **Paragraph 4.2 (Liquidated Damages for Failure to Complete on Time)** of the **Agreement**.

The Owner may, by Construction Change Directive, deduct from the balance retained by the Owner under the provisions of **Article 4 (Time of Commencement & Completion)** of the **Agreement**, the liquidated damages stipulated therein or such portion thereof as the retained balance will cover.

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**B-25 EQUAL OPPORTUNITY**

As part of the University of South Florida's strategic plan, USF made a commitment to foster a diverse community distinguished by a shared purpose, collaboration, open and timely communication, mutual respect, trust, and inclusiveness. The University of South Florida is an equal opportunity institution, and, as such, strongly encourages the lawful use of **Certified Business Enterprise (CBE)** including certified **Minority (MBE)**, **Women (WBE)**, and **Veteran (VBE)**

business enterprises in the provision of design and construction-related services by providing a fair and equal opportunity to compete for, or for participation in, design and/or construction-related services.

Assistance is available from the USF Supplier Diversity Program office in support of efforts and outreach process regarding **CBE** participation.

Office of Supplier Diversity  
Business & Finance  
University of South Florida  
Telephone: 813-974-4485  
Email: [osd@usf.edu](mailto:osd@usf.edu)

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**B-26 SPECIAL CONDITIONS**

Bidders shall be thoroughly familiar with the Special Conditions and their requirements.

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**B-27 PARTIAL SETS OF BIDDING DOCUMENTS**

Familiarity with the full set of Bidding Documents is recommended to assure that the interface among trades is fully identified. The sale of a partial set of Bidding Documents is predicated upon the buyer having had the opportunity to examine a full set, and having accepted the full responsibility for determining that the purchased partial set provides the information necessary to convey the full requirements as revealed by the complete set. Neither the Owner nor the Architect/Engineer shall be liable for the information revealed on less than complete sets of Bidding Documents.

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**B-28 SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS**

Bidders shall be thoroughly familiar with the Supplementary Conditions to the General Conditions to the Contract for Construction, and their requirements.

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**FILE:** UPM-Section B-Instruction to Bidders.docx

**LIST OF SUBCONTRACTORS**

**1. LIST OF SUBCONTRACTORS**

(This list must be filled out in its entirety and must accompany the Proposal with the Bidder's signature)

**DATE: Month 00, 0000**

This list is attached to, and is an integral part of the Proposal submitted by:

.....  
 .....  
 (Bidder to insert his full name and address)

**For the Construction of:**

**Project Number** .....

**Project Name/Title** .....

**Project Address** .....

(Insert Project Number, Project Name/Title, Project Location/Address)

The undersigned, hereinafter called "Bidder", lists below the names of subcontractors who will perform the segments of the work indicated. Only one subcontractor shall be listed for each subcontract except where the subcontract may be divided for award by the Bidder in one or more parts. In that event, each subdivision shall be identified by the Bidder in the spaces provided below.

Subcontract Identification*	Subcontractor
1. HVAC	
2. Plumbing	
3. Electrical	
4. Roofing	
5.	
6.	
7.	

(\*Bidder must identify)

**2. SUBCONTRACTORS FOR ALTERNATES**

This section is to be completed ONLY if the Bidder would like to make subcontractor changes dependent upon the Alternates accepted by the Owner.

In the event that the acceptance of alternates would change the subcontractor(s) listed on the previous page, these changes shall be so noted in the columns for the affected alternates. This shall be done by entering the name of the subcontractor in the appropriate place.

	Alternate #1	Alternate #2	Alternate #3	Alternate #4	Alternate #5
1. HVAC					
2. Plumbing					
3. Electrical					
4. Roofing					
5.					

Subdivisions of the above:

	Alternate #1	Alternate #2	Alternate #3	Alternate #4	Alternate #5
1. HVAC					
2. Plumbing					
3. Electrical					
4. Roofing					
5.					

**3. SUB-DIVISIONS OF THE LISTED SUBCONTRACT**

This section is to be filled out ONLY if the Bidder intends to award one of the above listed subcontracts to more than one subcontractor. See **Article B-15 (Listing of Subcontractors)** of the Invitation to Bidders. List only one subcontractor for each subdivision.

<b>Sub-Division Identification*</b>	<b>Subcontractor</b>
1.	
2.	
3.	
4.	
5.	
6.	
7.	

(\*Bidder must identify)

By: \_\_\_\_\_  
Bidder's Signature

FILE: UPM-Section D-List of Subcontractors.docx

**PROPOSAL FORM**

FROM: \_\_\_\_\_  
 (Bidder's Name)  
 \_\_\_\_\_  
 (Address)  
 \_\_\_\_\_  
 (FL Corporate I.D. Number)

To: Director,  
 Facilities Management – Design & Construction  
 University of South Florida  
 4202 East Fowler Avenue, OPM 100  
 Tampa, Florida 33620-7550

DATE: **Month 00, 0000**  
 BIDS TO BE OPENED AT: \_\_\_\_\_  
 TIME: **00:00 AM/PM**  
 PLACE: \_\_\_\_\_

If the Bidder wishes to make last minute modifications to the Proposal, the following spaces may be used. See **B-17 (Bid Modifications)** of the Instruction to Bidders:

TO THE BASE BID	<input type="checkbox"/> ADD <input checked="" type="checkbox"/> DEDUCT	(\$ 0,000.00)	Description
TO ALTERNATE NO. 00	<input type="checkbox"/> ADD <input type="checkbox"/> DEDUCT	\$	
TO ALTERNATE NO. 00	<input type="checkbox"/> ADD <input type="checkbox"/> DEDUCT	\$	
TO ALTERNATE NO. 00	<input type="checkbox"/> ADD <input type="checkbox"/> DEDUCT	\$	

The undersigned, hereinafter called "Bidder," having visited the site of the proposed Project and having become familiar with the local conditions, nature and extent of the Work, and having examined carefully the drawings and the Project Manual dated **Month 00, 0000** proposes to furnish all labor, materials, equipment and other items, facilities, and services for the proper execution and completion of

PROJECT: **Project Name**  
 NAME/ADDRESS: **Project Address**  
 PROJECT NUMBER: **USF-000**

in full accordance with the Contract Documents prepared by the firm of **Name & Address of A/E** in full accordance with the Call for Bids, Instructions to Bidders, Agreement and all other documents relating thereto on file in the Office of the Architect/Engineer and if awarded the Contract, to complete said Work within the time limits specified for the following bid price:

BASE BID: **Dollars and Cents (\$0,000,000.00)**

With the foregoing as a Base Bid, the following costs of alternate proposals are submitted in accordance with the drawings and specifications. All alternates must be quoted. Indicate **deductive dollar value in parentheses, or round brackets ( )**, in accordance with standard accounting practice. Responses in form other than dollar value (and add or deduct check box selected) or none response will be deemed to have \$0 dollar impact. See **Section B-8 (Alternates)** in the Instruction to Bidders. Unless the Bidder specifically indicates on the Proposal Form that the quotation for the alternate is deductive, by checking the appropriate add/deduct checkbox and negative dollar value quoted in parentheses, all quotations will be considered as additive to the Base Bid.

Alternate No. 1	<input type="checkbox"/> ADD <input checked="" type="checkbox"/> DEDUCT	(\$ 0,000.00)	Description
Alternate No. 2	<input type="checkbox"/> ADD <input type="checkbox"/> DEDUCT	\$	
Alternate No. 3	<input type="checkbox"/> ADD <input type="checkbox"/> DEDUCT	\$	
Alternate No. 4	<input type="checkbox"/> ADD <input type="checkbox"/> DEDUCT	\$	
Alternate No. 5	<input type="checkbox"/> ADD <input type="checkbox"/> DEDUCT	\$	
Alternate No. 6	<input type="checkbox"/> ADD <input type="checkbox"/> DEDUCT	\$	

**ACKNOWLEDGEMENTS**

**BIDDER INITIAL**

There is enclosed a cashier's check, bank draft, or Bid Bond in the amount of not less than five percent (5%) of the Base Bid payable to the University of South Florida, as a guarantee for the purpose set out in the Instructions to Bidders.

There is enclosed a list of subcontractors as prescribed by **Article B-15 (Listing of Subcontractors)** of the Instructions to Bidders.

The Bidder hereby agrees that:

The above Proposal shall remain in full force and effect for a period of forty-five (45) calendar days after the time of the opening of this Proposal and that the Bidder will not revoke or cancel this Proposal or withdraw from the competition within the said forty-five (45) calendar days.

In the event the contract is awarded to this Bidder, the Bidder will enter into a formal written Agreement with the Owner in accordance with the accepted bid within ten (10) calendar days after said Agreement is submitted to the Bidder and will furnish to the Owner a Performance Bond and a Labor and Materials Payment Bond with good and sufficient sureties, satisfactory to the Owner, in the amount of one-hundred percent (100%) of the accepted bid, on the forms and terms comprising **Section F (Performance & Payment Bonds)** of the Project Manual. The Bidder further agrees that in the event of the Bidder's default or breach of any of the agreements of this Proposal, the bid deposit shall be forfeited as liquidated damages.

Acknowledgment is hereby made of receipt of the following Addenda issued during the bidding period.

Addendum No. 00	Dated: Month 00, 0000
Addendum No. 00	Dated: Month 00, 0000
Addendum No. 00	Dated: Month 00, 0000
Addendum No. 00	Dated: Month 00, 0000
Addendum No. 00	Dated: Month 00, 0000

Florida Construction Industries Licensing Board Certification:

**Name**  
(Name of Holder)

**Certification No.**  
(Certification Number)

SIGNED AND SEALED THIS, 00 DAY OF Month, 0000.

(Signature)  
**Name**  
(Name)

**Title**  
(Title)