

EMBRY-RIDDLE Aeronautical University

REQUEST FOR PROPOSAL

for

**New Printing Shop Building
915 S. Clyde Morris Blvd
Daytona Beach, FL 32114**

**Located at the Daytona Beach Campus
600 S Clyde Morris Blvd
Daytona Beach, FL 32114**

**RFP Bid# 2019-5712
Issue Date: August 7, 2019
Closing Date: September 4, 2019**

**Issued by:
Procurement Services
Embry-Riddle Aeronautical University
Daytona Beach, Florida**

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PART I Introduction

About Embry-Riddle Aeronautical University: The University is the largest and oldest aviation and aerospace-focused university in the world. The University has two traditional residential campuses located in Daytona Beach, Florida and Prescott, Arizona. The University also operates a worldwide campus with more than 135 locations in the United States, Brazil, Asia, Europe and the Middle East. Additionally, the University’s proprietary online platform, EagleVision, links students and faculty across the globe, enabling the development and delivery of learning whenever and wherever students and faculty reside. Today, there are over 9,300 undergraduate, graduate and doctoral students who attend at the University’s residential campuses and more than 32,000 students in total enrolled with the University around the world.

Financial disclosures are available at <https://erau.edu/leadership/financial-disclosures/>.

PART II Bid Schedule

The following tentative schedule will apply to this RFP	Date
Issue Date	August 7, 2019
Last day for questions	August 16, 2019 Via E mail to judith.rees@erau.edu
Last Addendum Date	August 21, 2019
Proposals Due	September 4, 2019
Proposal Review Session	September 6, 2019
Contract Award	September 11, 2019
Contract Start	October 1, 2019

Questions and inquiries concerning this RFP should be addressed to the following, via email:

RFP Contact and Submittal of Questions

Name of Bid Specialist: Judith Rees

Title: Director of Procurement Services

Phone number: 386-226-6242
Email: judith.rees@erau.edu

Email your proposal to the RFP contact listed above. Note that the signature page must be signed and returned with the bid. Once sent, please call to verify receipt. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

Contact for Technical Questions and Site Visit

Name of Project Lead: Chris Ziolkowski
Title: Project Manager
Phone number: 386-226-6506
Email: ziolkbed@erau.edu

PART III Scope of Work/Specifications

This RFP seeks to solicit proposals from qualified suppliers interested in providing the service or products specified below. This RFP is a single contract procurement vehicle designed to select a company who can meet the needs of the University, while understanding the current environment and our desired future enhancements.

The response to this RFP will be considered as an offer to contract. Final negotiations on the best offer, if deemed necessary by the University, will be conducted to resolve any minor differences and informalities. After final negotiations, an acceptance of any RFP offer may or may not be issued by the University.

<p><i>New Print Shop Building</i></p> <p>A new, approximately 7,557 SF building is to be constructed in Daytona Beach, Florida. The foundation is slab on grade, the exterior walls are metal panel with insulated composite backup panels on metal framing and the roof is standing seam metal roofing on insulation on metal decking. Site improvements include the demolition of existing storm drains, tree removal, erosion control, grading, landscaping, irrigation and utility modifications for services to the proposed building. The new print shop building is completely air conditioned and includes toilet facilities. The building does not include fire protection sprinklers. The electrical service to this building will require the reconfiguration of the existing electrical service to the adjacent Maintenance building and the replacement of the existing transformer(s) by the utility. The Owner is responsible for the relocation and installation of the printing equipment and furniture.</p> <p>Drawings: <i>Embry-Riddle Aeronautical University New Print Shop Building</i>, Issued for Bid – 8/7/21019 Specifications: <i>New Print Shop Building</i>, Issue for Bid – August 7, 2019</p>

PART IV Special Terms and Conditions

For construction, installation, or work completed on campus, the bidding supplier agrees to:

1. The supplier shall coordinate work with the assigned point of contact: Chris Ziolkowski
 - a. The University shall designate an area for daily clean up.
 - b. The University shall make available electrical power and water for the responsible use of the supplier in the performance of his work.

- c. The University shall not, unless otherwise indicated in this document, provide a storage site for materials, supplies and tools. The awarded supplier shall be responsible for transporting such items to and from the job site on a daily basis.
 - d. Work may be done on weekends or weekdays, with awarded suppliers granted 24/7 access to the locations. Work done on the weekend must be figured into your price quoted, as no additional charges will be allowed once the jobs are awarded (unless additional charges for additional work/changes requested by the University, approved in advance in writing).
2. The supplier shall hold or obtain all necessary licenses. A copy of the license should be included with this proposal.
3. At the discretion of the University, a 100% performance bond may be required. Please price building with and without this bond.
4. The supplier shall comply with all OSHA and University Safety Standards, using and maintaining all necessary personal protection equipment. Safety of students and staff is the top priority, so it is imperative that the supplier maintain a safe working environment at all times. The supplier is responsible for all safety precautions necessary at the job site. All barricades, cones, fencing, caution tape, signage, etc. shall be supplied by the supplier performing the work.
5. The supplier shall furnish all materials, permits, labor, tools, equipment, services, and related items, whether or not specifically mentioned herein, to satisfy the full intent of these specifications and general conditions and requirements.
6. The supplier shall be responsible for having available required personnel, and supervisory personnel, capable of completing the construction and/or installation as set forth in these specifications.
 - a. Please indicate in this section if you will be using subcontractors on the job site and, if so, where you will be obtaining this labor pool:

 - b. The awarded supplier, if using subcontractors, is responsible for their behavior and professionalism while on the job site. Inappropriate dress and conduct will not be tolerated.
 - c. The University reserves the right to request that the awarded supplier remove any subcontractors from the University work sites it feels does not represent and uphold the standards of the University. The opinion of the University shall be final.
7. The supplier shall be responsible, or back charged for, for any and all repairs to paint, walls, woodwork, doors, concrete, sod, shrubbery, etc. caused while carrying out the completion of the job. All products must match the existing surfaces. The supplier is also responsible for all underground utility lines that he may come in contact with during the course of this work. Vehicles are not to be driven or parked on the grass unless essential to the actual work.
8. Workmanship must be done in a professional manner and meet the specifications of outlined by the University and all codes when applicable.
9. If applicable, the supplier must provide written release of all liens upon completion of job.

PART V General Conditions

Please note that these are the standard terms and conditions for the University:

1. Execution of Proposal: Proposal must contain a manual signature of authorized representative in space provided on proposal form. All corrections made by supplier (hereafter referred to as the supplier) to their proposal price must be initialed.
2. Withdrawal of Proposal: At any time prior to the hour and date set for the opening of proposals, a supplier may withdraw their proposal.

After the scheduled time for the opening of the proposals, no supplier will be permitted to withdraw their response unless the award is delayed for a period exceeding ninety (90) days.

3. No Bid: If not submitting a proposal, respond by returning the attached signature page and mark it "NO BID" and explain why. Failure to respond to a procurement solicitation without giving justifiable reason for such failure may be cause for removal of the supplier from future consideration.
4. Documents: Complete sets of Proposal Documents shall be used in preparing responses; The University assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of proposal documents.
5. Proposal Opening: All proposal openings are closed to the public. It is the supplier's responsibility to assure that its proposal is emailed at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. A proposal may not be altered after its opening. Please note that the University is a private entity. There are no formal, public bid openings, nor are the bid results shared with the general public and the bidders.
6. Tax Exemption: The Florida campus of the University is exempt from State of Florida Sales Tax. The Prescott AZ campus is not exempt from sales tax.
7. Prices, Terms and Payment: Invoices should be submitted directly to Accounts Payable via email or fax, and all invoices issued via a purchase order must reference said purchase order to be processed. Fax or email Daytona Beach orders to 386-226-6220 or DBAPSPPT@ERAU.EDU. Fax or email Prescott orders to 928-777-3740 or PRAP@ERAU.EDU.
 - a. Proposals: Supplier prices shall be proposed and include delivery to the destination shown herein unless otherwise stated in this document.
 - b. Prices: Prices are F.O.B. destination unless otherwise specified.
 - c. Discounts: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.
 - d. Mistakes: Suppliers are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services.
 - e. Condition: It is understood and agreed that any item offered and shipped as a result of this proposal shall be new, and will meet the requirements as outlined in this document.
 - f. Safety Standards: Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards hereunder.
 - g. Invoicing: The supplier shall be paid upon submission of properly certified invoices to the University at the prices stipulated on the proposal, less any payment discounts, in U.S. dollars. Invoices shall reference the purchase order number and may be faxed or emailed directly to Accounts Payable for processing. Failure to follow these instructions may result in delay of processing invoices for payment.
 - h. Payment procedures in accordance with Specifications Section 012900.

8. **Delivery:** Delivery of the items, once award has been made, is critical. The supplier will indicate in its proposal package if it anticipates any problems in meeting the delivery dates outlined in this document.
9. **Failure in Performance:** In the event of failure by the supplier to provide the units, the University may contract or otherwise perform the service, and charge to the supplier any cost incurred by the University related to this. Alternately, the University may reduce contract payments by the corresponding decrease in value of the contract requirement not performed, as determined by the University. These remedies are not exclusive and are in addition to any other remedies which may be available under this contract or in law.
10. **Subcontracts:** The supplier or its subcontractors shall insert in any subcontracts the text of all contract requirements. The supplier shall be responsible for compliance by any subcontractor with the terms of the contract.
11. **Remedial Actions:** It is understood that the supplier and its subcontractors shall be liable for any damage to the University resulting from failure to perform within the specified time. Remedial actions shall not be construed to waive any rights of the University. Election of remedial action by the University shall not relieve the supplier of the requirement to provide contracted services without further delay, nor preclude the University from taking other remedial action. The supplier must have a designated representative available to promptly correct deficiencies.
12. **Additional Terms and Conditions:** No additional terms and conditions included with the proposal response shall be evaluated or considered once an award has been made.
13. **Warranties:** All material shall be fully guaranteed for a minimum of one year from the date of purchase to the University against defects in material and workmanship. If the material fails in normal service, the supplier shall be held liable for replacement of the defective material and all charges for pickup, shipment, and delivery to and from the University. When a manufacturer's warranty exceeds one year, the manufacturer's warranty shall take precedence.
14. **Interpretations/Disputes:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than (10) days prior to the proposal opening.
15. **Conflict of Interest:** It shall be unethical for any employee to participate directly or indirectly in this procurement when the employee knows that:
 - a. The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement; or
 - b. Any other person, business or organization with whom the employee or any member of an employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.
 - c. All suppliers must disclose the name of any University employee who owns, directly or indirectly, any interest in the supplier or any of its branches.
16. **Solicitation of Small and Disadvantaged Businesses:** The University is committed to the principles of Affirmative Action and shall endeavor to apply these principles in its purchasing with the objective of fostering greater participation by small and disadvantaged and women-owned enterprises in its procurement activity.

The University, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d, and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all suppliers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration of an award.

17. Awards: The University reserves the right to accept or reject any or all proposals, to waive irregularities, and to accept the proposal which satisfies specified requirements to the best interest of the University. Any decision shall be considered final and not subject to recourse.
18. Legal Fees: The supplier will be responsible for any attorney and/or court fees in the event supplier defaults and court action is required with Volusia County, FL, being the venue.
19. Liens: The supplier shall keep the University free and clear from all liens asserted by any person, supplier, or corporation for any reason whatsoever, arising from the furnishing of services, (whether for work or labor performed or for materials or equipment furnished) by the supplier pursuant to the terms of any contract awarded.
20. Indemnification: The supplier shall indemnify, pay the cost of defense and hold harmless the University, from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which the University may pay or become obligated to pay on account of any, all and every demand on claim or assertion of liability or any claim or action founded thereon, arising or alleged to have arisen out of use of supplier's products, or supplier's performance of this agreement, or the operation of the supplier's business, or any act or the University's property, or death of any person, made by any person, group or organization, whether employed by supplier or the University, or otherwise, or for breach of warranty by supplier either expressed or implied, except that neither the supplier nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the University or any of its officers, agents or employees.
21. Failure to Meet Specifications: If the item or items called for in these specifications are delivered and fail to meet specifications in any respect, the supplier will be notified and it will arrange for their removal from the University property at no expense to the University. If the successful supplier fails to remove the items which, in the opinion of the University, do not meet specifications, the University will arrange to have such items removed and any expense connected therewith will be the responsibility of the supplier. All materials or services furnished must comply with all applicable Federal, Florida, and local laws, codes and regulations.
22. Inspection, Acceptance, and Title: Inspection and acceptance will be at delivery unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the supplier.
23. Patents and Royalties: The supplier, 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 by the supplier. If the supplier uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the quoted prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
24. Price Adjustments: Any price decrease effectuated during the contract period by reason of market change shall be passed on to the University.
25. Cancellation: In the event that either party shall fail to maintain or keep in force any of the terms and conditions of any contract resulting from this proposal, the aggrieved party may notify the other party in writing via Certified Mail, Return Receipt Requested, of such failure and demand that the same shall be remedied within ten (10) days. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate the contract by giving the other party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against any party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointment shall not be vacated within thirty (30) days, the other party shall the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate the contract by giving thirty (30) days' notice in writing of such termination.

Notwithstanding the foregoing, the supplier agrees that the University shall have the right to terminate the contract at its convenience at any time during the term upon giving supplier thirty (30) days prior notice in writing, via Certified Mail, Return Receipt Requested.

The supplier shall notify the University promptly of any material delay in performance or delivery of specified goods and/or services and shall specify in writing to the University's Purchasing Department the proposed revised performance or delivery date as soon as practicable after notice of delay. The supplier shall not be liable for delays due to causes beyond its reasonable control, but it will be liable for delays due to its fault or negligence. In the event of any excusable delay the date of performance shall be extended for period equal to the time lost by reason of such delay on written approval of the University's Procurement Services Department.

26. Assignment: No supplier to whom any contract for these specifications shall be awarded shall assign, transfer, convey, sublet, or otherwise dispose of the same or its right, title, or interest therein, or its power to execute such contract, to any other persons or corporation without the express consent in writing from the Director of Procurement Services.
27. Liability: The supplier shall hold and save the University, its officers, agents and employees harmless against claims by third parties resulting from the Supplier's breach of this contract or its negligence.
28. Facilities: The University reserves the right to inspect the supplier's facilities at any time with prior notice.
29. Selection Criteria: After receipt of proposals, the University may use the following criteria, in addition to price, in the selection process:
 - a. The ability of the supplier and its staff to perform their services, as specified, within the specified time.
 - b. The quality of performance on previous contracts and services.
 - c. The character, integrity, reputation, judgment, experience and efficiency of the supplier and its staff.
 - d. Insurance Coverage.
 - e. Previous and existing compliance by the supplier and its staff with the laws and ordinances relating to prior contracts with the University.
 - f. The ability and desire of the supplier to adapt to the changing needs of the University and respond to such changes in a swift, positive manner.

Selection shall be made of supplier deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in this Request for Proposal, including price. Price shall be considered but need not be the sole determining factor.

31. Note: Any and all Special Conditions attached hereto which vary from these General Conditions shall have precedence. This proposal shall constitute an offer from the supplier. If any or all parts of the proposal are accepted by the University a purchase order number will be issued thus forming a written contract. The General Conditions and any and all additional conditions of this form become a part of the written agreement between the parties.
32. Contract Paperwork: This proposal package and any subsequent purchase orders issued against this proposal will be considered a valid, binding contract. No other additional contracts, unless otherwise submitted by the supplier with its proposal submittal, will be considered. Should a standard company contract be needed in order to contact, a copy of this contract must be submitted with this proposal package. If submitted, this contract will be evaluated. Should the submitted company contract deviate from the terms and conditions of the proposal package, said contract will be modified by the University. Once this proposal has been awarded and a valid purchase order number assigned, no other company contract will be considered. Any contracts submitted by the supplier after such award may be considered a counter offer and may be subject to rejection and/or purchase order cancellation.

33. Campus Policies: The University is a tobacco free campus. No smoking or tobacco use of any kind is allowed in any building, residence hall, parking area, grounds or parked vehicles on university owned or leased property.
34. Multi-Year Service Contracts: Supplier agrees to provide copies of its audited financial statements to the University annually, upon request, and upon any interim written request by the University.
35. Award of this contract is contingent on funding.

PART VI Insurance

Supplier must submit with their proposal, proof of insurance coverage to be approved by the University.

The supplier shall procure, maintain and provide evidence of insurance coverage during the life of this contract, in such form and with such carriers as approved by the University, at the supplier's sole expense. The insurance companies providing coverage must maintain an A.M. Best rating of A-VII or better and be duly authorized by the Department of Insurance of the State to do business in the State.

1. The following minimum coverages and limits are required:
 - a. Professional Liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in aggregate, covering the negligent acts or omissions of Personnel occurring in connection with the provision of Services under this Agreement.
 - b. Comprehensive General Liability including, but not limited to, the following coverages: professional, premises/operations, products/completed operations, contractual, personal injury, broad form property damage, and damage to rented premises (\$1,000,000).

Bodily Injury and Property Damage:	\$ 1,000,000 each occurrence
(Combined Single Limit):	\$ 2,000,000 general aggregate
 - c. Comprehensive Automobile Liability including owned, hired, and non-owned automobile coverages.

Bodily Injury and Property Damage:	\$ 1,000,000 each accident
(Combined Single Limit)	
 - d. Worker's Compensation (including Employers Liability) as required by state law for all of the supplier's employees engaged in work at the University.
2. The supplier shall certify that such insurance is carried by any subcontractor or supplier providing goods and services to the University.
3. The supplier's employees will be on the University premises solely in connection with their performance of official duties for the supplier, and it is the intent of the parties to this agreement that Workers Compensation benefits shall be the sole recovery available for any and all of the supplier's employees injured on the job in connection with the supplier's services to or on behalf of the University, or while on the University owned or controlled premises. Accordingly, the supplier shall upon demand of the University defend and indemnify the University for any and all claims or demands of whatever kind or nature and wherever brought by any employee of the supplier for any harm or injury arising as a result of that employee's performance of duties for the supplier, in connection with this contract, or while on, in, or about any property owned or controlled by the University.
4. Insurance certificates indicating the required coverages shall be furnished to the University for approval throughout the term of the contract.

5. These policies of insurance shall name "Embry-Riddle Aeronautical University, Inc." as additional insured with respect to operations performed under this contract, protecting the insured and the University as though a separate policy had been issued to each. These policies shall be primary and shall not require contribution from any insurance carried by the University.
6. These policies shall contain a provision requiring thirty (30) days written notice of cancellation to the University before cancellation, reduction or other modification of coverage may become effective.
7. At any time during contract performance and upon request of the University, the supplier shall provide the University certified true copies of these policies and any changes thereto.
8. In the event that the supplier fails to maintain and keep in force the insurance as provided herein, the University shall have the right to cancel and terminate this contract forthwith and without notice.

PART VII Purchase Order Terms and Conditions for Federally Funded Purchases

Procurements funded under Federal Grants and Cooperative Agreements

If this purchase order is issued as part of a procurement contract (as defined in 2 CFR 200.22) using funds from a federal grant or cooperative agreement—or funds from a subcontract at any tier funded by a federal grant or cooperative agreement—supplier agrees it will comply with the terms and conditions included below. If supplier is not otherwise aware of whether the funds are sourced from a federal grant or cooperative agreement, then the supplier shall inquire of the University. Supplier agrees to flow down all applicable clauses to lower-tier subcontractors, if any.

1. Equal Employment Opportunity – For all orders that qualify as “federally assisted construction contracts” as defined in 41 CFR Part 60–1.3, supplier agrees to comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
2. Davis Bacon Act, as amended (40 U.S.C. 3141—3148) – If the order is in excess of \$2000 and pertains to construction or repair, and further, if required by federal program legislation, supplier shall comply with the Davis-Bacon Act (40 U.S.C. 3141—3148) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, supplier is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, supplier shall be required to pay wages not less than once a week.
3. Copeland “Anti-Kickback” Act (40 U.S.C. 3145) – If the order is in excess of \$2000 and pertains to construction or repair, supplier shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides in part that supplier shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which it is otherwise entitled.
4. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) – If the order is in excess of \$100,000 and involves the employment of mechanics or laborers, supplier shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, supplier shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible

provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under a Contract or Agreement – If the order is for the performance of experimental, developmental, or research work, supplier shall provide for the rights of the Federal Government and the University in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
6. Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251—1387), as amended – If the order is in excess of \$150,000, supplier shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251—1387). Violations shall be reported to the University, which must report them to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – If the order is for \$100,000 or more, supplier and its subcontractors shall file the certification required by this statute and associated regulations. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the University.
8. Debarment and Suspension (E.O.s 12549 and 12689) – Supplier represents and warrants that it is not listed on the government wide Excluded Parties List System in the System for Award Management (SAM) in accordance with OMB guidelines at 2 CFR 180 that implement E.O.s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

CONFLICTS AMONG CLAUSES APPLICABLE TO THE ORDER

In the event of any conflict among the clauses applicable to the order, including those not applicable solely to federal grants and cooperative agreements, the most stringent clause will apply.

PART VIII Trade References

Please provide three trade references when submitting a bid.

Bidder Name: _____

Reference #1 – Name of Reference	
Contact Name:	
Phone Number:	
Number of years servicing this account:	

Reference #2 – Name of Reference	
Contact Name:	
Phone Number:	
Number of years servicing this account:	

Reference #3 – Name of Reference	
Contact Name:	
Phone Number:	
Number of years servicing this account:	

PART IX Signature Page/Statement of No Bid

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, supplier or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the supplier and that the supplier is in compliance with all requirements of the Proposal Invitation.

Company Name:	
Address:	
City, State, Zip	
Remittance Address: (as it appears on your invoices)	
City, State, Zip	
Contact Name:	
Contact Title:	
Contact Phone:	
Contact Fax:	
Contact Email(s)	
Remittance Email(s):	
Federal Tax ID #	

Signature: _____

Print Name: _____

Title: _____

Date: _____

IF RETURNING A BID, PLEASE RETURN ALL THE BID PAGES WITH YOUR RESPONSE, AND NOT JUST THIS SHEET.

Our company submits a "NO BID" concerning the above referenced RFP for the following reasons:

Please return only this page to the bid specialist if you are submitting a "No Bid", indicating why you are not bidding in the space provided on this sheet.