

SUBMIT BID TO:
PROCUREMENT SERVICES
UNIVERSITY OF FLORIDA
971 ELMORE DRIVE
GAINESVILLE, FL 32611

Phone: (352) 392-1331 - FAX: (352) 392-8837

Web Address: <https://procurement.ufl.edu/>

UF UNIVERSITY of FLORIDA
INVITATION TO BID
Construction
Acknowledgment Form

Page 1 of 27 pages		BID WILL BE OPENED: September 19, 2019 at 2:00 PM local time and may not be withdrawn within 45 days after such date and time.		BID NO.: ITB20KO-107	
DATE: 8/7/19		PROCUREMENT AGENT: KO/jh		BID TITLE: Job Order Contracting – General Contractors	
VENDOR NAME					
VENDOR MAILING ADDRESS		REASON FOR NOT SUBMITTING BID			
CITY - STATE - ZIP CODE		POSTING OF BID TABULATIONS			
AREA CODE	TELEPHONE NO.	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.			
	FAX NO.				
	WEB ADDRESS				
	EMAIL ADDRESS				

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the vendor and that the vendor is in compliance with all the requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid on behalf of the Board of Trustees, hereinafter known as the University, the vendor offers and agrees that if the bid is accepted the vendor will convey, sell, assign, or transfer to the University all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the University for price fixing relating to the particular commodities or services purchased or acquired by the University. At the

University's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the vendor.

AUTHORIZED SIGNATURE (MANUAL)

NAME AND TITLE (TYPED)

GENERAL CONDITIONS

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date, and time of the bid opening and the bid number. Bids not submitted on the attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. **EXECUTION OF BID:** Bid must contain an original manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by vendor must be initialed.

2. **NO BID:** If not submitting a bid, respond by returning only this vendor acknowledgment form, marking it "NO BID", and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, nonconformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.

3. **BID OPENING:** Shall be public, on the date, location and the time specified on the bid form. It is the vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. A bid may not be altered after opening of the bids. NOTE: Bid tabulations will be posted electronically at <https://procurement.ufl.edu/>. Bid tabulations will not be provided by telephone.

4. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and will include all packing, handling, shipping charges, and delivery to the destination shown herein.

(a) **TAXES:** The University does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property or services. The Florida Tax Exempt Number is 11-06-024056-57C. This exemption does not apply to purchases of tangible personal property or services made by vendors who use the tangible personal property or services in the performance of contracts for the improvement of University-owned real property as defined in Chapter 192, F.S.

(b) **DISCOUNTS:** Vendors are encouraged to reflect trade discounts in the unit prices quoted; however, vendors may offer a discount for prompt payment. Prompt payment discounts will not be considered in the bid award. However, every effort will be made to take the discount within the time offered.

(c) **MISTAKES:** Vendors are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and

services. Failure to do so will be at vendor's risk. In case of a mistake in extensions the unit price will govern.

(d) **INVOICING AND PAYMENT:** Payment will be made by the University of Florida after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified. An original invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. Payment shall be made in accordance with Section 215.422 (1) (2) F.S. **VENDOR OMBUDSMAN:** The University's vendor ombudsman, whose duties include acting as an advocate for vendors may be experiencing problems in obtaining payment from the University, may be contacted at 352-392-1241.

(e) **ANNUAL APPROPRIATIONS:** The University's performance and obligation to pay under any contract awarded is contingent upon an annual appropriation by the Legislature.

(f) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

(g) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards hereunder.

5. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, F.S. All vendors must disclose with their bid the name of any officer, director, or agent who is also an employee of the University of Florida. Further, all vendors must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.

6. **AWARDS:** As the best interest of the University may require, the right is reserved to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsible vendor, evaluation of other bids are not required. Vendors are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

7. **INTERPRETATIONS/DISPUTES:** Any questions concerning conditions or specifications shall be directed in writing to Procurement Services. Inquiries must reference the date of bid opening and bid number. No interpretations shall be considered binding unless provided in writing by the University in response to requests in full compliance with this provision.

8. NOTICE OF BID PROTEST BONDING REQUIREMENT: Any person or entity who files an action protesting a decision or an intended decision pertaining to a competitive solicitation shall at the time of filing the formal protest, post with the University a bond payable to the University in an amount equal to: 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; \$10,000.00; or whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the person or entity filing the protest action. In lieu of a bond, the University may accept a cashier's check, bank official check or money order in the amount of the bond. FAILURE OF THE PROTESTING PERSON OR ENTITY TO FILE THE REQUIRED BOND, CASHIER'S CHECK, BANK OFFICIAL CHECK OR MONEY ORDER AT THE TIME OF THE FILING THE FORMAL PROTEST SHALL RESULT IN DENIAL OF THE PROTEST.

9. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in this bid prior to their delivery, it shall be the responsibility of the successful vendor to notify the purchaser at once, indicating in writing the specific regulation which requires an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the University.

10. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the University, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise: and lack of knowledge by any vendor shall not constitute a cognizable defense against the legal effect thereof.

11. LOBBYING: Vendor is prohibited from using funds provided under any contract or purchase order for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

12. ADVERTISING: In submitting a bid, the vendor agrees not to use the results therefrom as a part of any commercial advertising. Vendor may not use the names, logos, or trademarks of the University, its employees, or affiliates without the prior written consent of the University.

13. ASSIGNMENT: Any contract or purchase order issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

14. LIABILITY: The vendor agrees to indemnify and save the University of Florida, the State of Florida and the Florida Board of Governors, their officers, agents, and employees harmless from any and all judgments, orders, awards, costs and expenses, including attorney's fees, and also all claims on account of damages to property, including loss of use thereof, or bodily injury (including death) which may be hereafter sustained by the vendor, its employees, its subcontractors, or the University of Florida, the State of Florida and the Florida Board of Governors, their officers, agents, or employees, or third persons, arising out of or in connection with any contract awarded and which are the result of the vendor's breach of contract or of the negligent acts of the vendor, its officers, agents, and employees. This clause does not apply to contracts between government agencies.

15. FACILITIES: The University reserves the right to inspect the vendor's facilities at any time with prior notice.

16. ADDITIONAL QUANTITIES: For a period not exceeding ninety (90) days from the date of acceptance of any offer by the University of Florida, the right is reserved to acquire additional quantities up to but not exceeding those shown on bid or the bid level at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY".

17. SERVICE AND WARRANTY: Unless otherwise specified, the vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Vendors must explain on an attached sheet to what extent warranty and service facilities are provided.

18. SAMPLES: Samples of items, when called for, must be furnished free of expense, on or before bid opening time and date, and if not destroyed, may upon request, be returned at the vendor's expense. Each individual sample must be labeled with vendor's name, manufacturer's brand name and number, bid number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with the bid. If instructions are not received within this time, the commodities shall be disposed of by the University.

19. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage of all items shall be the responsibility of the contract supplier until accepted by the University, unless loss or damage results from negligence by the University. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the University will:

(a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.

- (b) Report damage (Visible or Concealed) to the carrier and contract supplier confirming such reports in writing within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- (c) Retain the item and its shipping container, including inner packing material until inspection is performed by the carrier, and disposition given by the contract supplier.
- (d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

20. PATENTS, COPYRIGHTS, TRADEMARKS, ROYALTIES and other Intellectual Property: The vendor, without exception, shall indemnify and save harmless the University and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the University of Florida. If the vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

21. CONFLICT BETWEEN DOCUMENTS: If any terms and conditions contained within the documents that are a part of this ITB or resulting contract are in conflict with any other terms and conditions contained therein, then the various documents comprising this ITB or resulting contract, as applicable, shall govern in the following order of precedence: change order, purchase order, addenda, special conditions, general conditions, specifications, departmental description of work, and bid.

22. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Vendor shall submit with the bid, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The vendor shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. The University of Florida reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form.

23. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested and/or inspected for compliance with specifications by any appropriate testing facilities. Should the items fail, the University may require the vendor to reimburse the University for costs incurred by the University in connection with the examination or testing. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery data in bid and/or purchase order may result in vendor being found in default in which event any and all procurement costs may be charged against the defaulting vendor. Any violation of these conditions may also result in the vendor's name being removed from the University of Florida's vendor file.

24. PUBLIC RECORDS: Any material submitted in response to this Invitation to Bid will become a public document pursuant to Section 119.07 F.S. This includes material which the responding vendor might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07 F.S.

25. DELIVERY: Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the University of Florida, Monday through Friday, unless otherwise specified.

26. PUBLIC PRINTING - PREFERENCE GIVEN PRINTING WITHIN THE STATE: The University of Florida shall give preference to vendors located within the state when awarding contracts to have materials printed, whenever such printing can be done at no greater expense than, and at a level of quality comparable to, that obtainable from a vendor located outside of the state.

(a) **CONTRACTS NOT TO BE SUBLET:** In accordance with Class B Printing Laws and Regulations "Printing shall be awarded only to printing firms. No contract shall be awarded to any broker, agent, or independent contractor offering printing manufactured by other firms or persons."

(b) **DISQUALIFICATION OF VENDOR:** Reasonable grounds for believing that a vendor is involved in more than one bid for the same work will be cause for rejection of all bids in which such vendors are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between vendors. Bids in which the prices obviously are unbalanced will be subject to rejection.

(c) **TRADE CUSTOMS:** Current trade customs of the printing industry are recognized unless accepted by Special Conditions or Specifications herein.

(d) **COMMUNICATIONS:** It is expected that all materials and proofs will be picked up and delivered by the printer or his representative, unless otherwise specified. Upon request, materials will be forwarded by registered mail.

(e) **RETURN OF MATERIAL:** All copy, photos, artwork, and other materials supplied by the University of Florida must be handled carefully and returned in good condition upon completion of the job. Such return is a condition of the contract and payment will not be made until return is affected.

END OF SECTION



BID NUMBER: ITB20KO-107

**JOB ORDER CONTRACTING -
GENERAL CONTRACTORS**

BID DOCUMENT

UNIVERSITY OF FLORIDA

ITB20KO-107

JOB ORDER CONTRACTING - GENERAL CONTRACTORS

OWNER: UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
REPRESENTED BY:

UF PLANNING DESIGN & CONSTRUCTION
PO BOX 115050
GAINESVILLE, FL 32611-5050
PHONE: (352) 273-4000

PROJECT COORDINATORS: FRANCISCO OQUENDO
FRANK JAVAHERI

PROCUREMENT DIVISION: KAREN OLITSKY
PROCUREMENT AGENT III
UNIVERSITY OF FLORIDA
PROCUREMENT SERVICES
971 ELMORE DRIVE
PO BOX 115250
GAINESVILLE, FL 32611-5250
PHONE: (352) 294-1163

SECTION 00003 - INTRODUCTION

TO: Bidders

FROM: Karen Olitsky, Procurement Agent III
University of Florida Procurement Services

RE: Job Order Contracting - General Contractor

The purpose of this contract is to simplify and expedite the execution of small construction projects at the University of Florida Gainesville Campus (Lot 1) and University of Florida St. Augustine properties (Lot 2). The intent of this contract is to establish a pool of General Contractors to be utilized on an “as needed, per job” basis.

Each individual project included within the scope of this contract will have a maximum total construction cost of Two Hundred Thousand Dollars (\$200,000.00).

This contract will be effective from December 1, 2019 through November 30, 2020 with an option to renew the contract for three (3) additional one-year periods if acceptable by both parties.

Contract award will be made to a pool of up to 15 General Contractors in the Gainesville area (Lot 1) and a pool of no more than three (3) General Contractors in the St. Augustine area (Lot 2), to the General Contractors with the highest overall point scores, all based on an evaluation of factors as described later in this Bid Document, after a pre-qualification process. It will be up to the discretion of the University which of the General Contractors are selected for individual projects under this contract. Award does not guarantee work. At any time, the University may choose to solicit quotes or bids for any project.

General Contractors may bid both Gainesville (Lot 1) and St. Augustine (Lot 2) areas but must submit two separate bid packages.

With the consent and agreement of the successful bidder(s), purchases may be made under this competitive solicitation by other state universities, community colleges, district school boards, other educational institutions, and other governmental agencies within the State of Florida. Bidder will submit with their bid, supporting documentation outlined in Section 1.8 “Qualification of Bidders.” Process for execution of projects will be described later in this Bid Document.

The successful bidder(s) must show proof of a staffed office with available construction personnel located within 60 miles. Environmental Health and Safety, 916 Newell Drive, Gainesville, FL, 32611, will be the center of the 60-mile radius for the University campus in Gainesville, Lot 1. The Government House in St. Augustine, 48 King Street, St. Augustine, FL will be the center of the 60-mile radius for the St. Augustine properties, Lot 2. Circumstances may arise where a Lot 1 (Gainesville) or Lot 2 (St. Augustine) awarded General Contractor will have the opportunity to work in the other location. Furthermore, a local telephone and/or cell phone, and email address, for easy accessibility during working hours is required. Constant communication with contractors is extremely important in the event of an emergency need, for expedience and proficiency of the Gainesville and St. Augustine campuses, and for the successful execution of this contract.

END OF SECTION

SECTION 00005 – TABLE OF CONTENTS

NON-TECHNICAL SPECIFICATIONS

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THE FOLLOWING TERMS AND CONDITIONS, NON-TECHNICAL SPECIFICATIONS, FORMS, GUIDES, STANDARDS AND POLICIES ARE INCLUDED AS PART OF THE BID DOCUMENTS

00000 - GENERAL TERMS AND CONDITIONS (GTC-1 – GTC-43) –
<http://www.facilities.ufl.edu/forms/contracts/GTC.pdf>

00810 – 00903 (DIVISION 0) –
<http://www.facilities.ufl.edu/forms/contracts/Div0NonTechSpecs.pdf>

01014 – 01800 (DIVISION 1) –
http://facilities.ufl.edu/forms/contracts/Div1_NonTech_Specs_JULY_2017.pdf

UF FORMS, STANDARDS AND POLICIES, AND CONSTRUCTION INSPECTION & CLOSEOUT - <http://facilities.ufl.edu/forms.html>

END OF SECTION

SECTION 00020 – INVITATION TO BIDDERS

Notice is hereby given that UF Procurement Services on behalf of UF Planning Design and Construction, will accept sealed bids for the execution of small construction projects, with a value of less than \$200,000 each, at various facilities on the UF campus in Gainesville, FL (Lot 1) and at properties managed by UF in St. Augustine, FL (Lot 2), over the contract period in accordance with this Bid Document. This Invitation to Bid shall be in accordance with the UF Procurement Services "Invitation to Bid Acknowledgement Form" with all relevant information provided therein.

Sealed bids will be received, publicly opened and acknowledged **September 19, 2019 at 2:00 PM**, at the Offices of:

University of Florida
Procurement Services
971 Elmore Drive
Gainesville, FL 32611

Category percentages will not be reviewed at the bid opening and bid receipt will only be acknowledged. The Owner reserves the right to reject any or all bids, and to waive irregularities in the bids and in the procedure.

Bidding period to be considered from date of advertisement until final award of contract.

END OF SECTION

SECTION 00100 – INSTRUCTION TO BIDDERS

PART 1 - GENERAL

1.1 RELATED SECTIONS:

- A. Documents affecting the work of this Section include, but are not necessarily limited to, the General Terms and Conditions, Non-Technical Specifications Division 0 and 1, and other forms, guides, standards and policies listed on the UF Planning, Design and Construction website at <http://facilities.ufl.edu/forms.html>.

1.2 THE WORK:

Job Order Contracting - General Contractors

1.3 SECURING DOCUMENTS:

Copies of the Bid Documents may be obtained from:

UF Procurement Services Website <https://procurement.ufl.edu/vendors/schedule-of-bids/>

1.4 NON-MANDATORY PRE-BID CONFERENCE:

(Lot 1) A Non-Mandatory Pre-Bid Conference will be held on **August 26, 2019 at 8:30 AM**, in the Facilities Services Training Trailer, 908 Magnolia Drive, Gainesville, FL, for the purpose of considering questions posed by respondents for interested parties for University of Florida Gainesville campus.

(Lot 2) A Non-Mandatory Pre-Bid Conference will be held on **August 27, 2019 at 10:00 AM**, in the Government House, 48 King Street, St. Augustine, FL, for the purpose of considering questions posed by respondents for interested parties for the University of Florida St. Augustine properties.

1.5 BID FORM:

In order to receive consideration, make bids in strict accordance with the following:

- A. Prepare bids upon the forms provided, properly signed and with all items filled out. Do not change the wording of the bid form, and do not add words to the bid form. Unauthorized conditions, limitations, or provisions attached to the bid may be cause for rejection of your bid. If alterations by erasure or interlineations are made for any reason, explain such erasure or interlineations with a signed statement from the bidder.
- B. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the bidder unopened.
- C. Address bid to Karen Olitsky, Procurement Agent III, and deliver to:

University of Florida

Procurement Services
971 Elmore Drive
PO Box 115250
Gainesville, FL 32611-5250

on or before the day and hour set for opening the bids. Enclose each bid in a sealed envelope bearing the title of the bid, the name of the General Contractor, the date and time of the bid opening and which lot you are bidding. **Submit one (1) original hard copy of your bid response and one (1) electronic copy on PC compatible media (CD/DVD or USB flash drive). The pricing page should be in Excel™ format.** It is the sole responsibility of the bidder to ensure that bids are received on time. Late submittals will not be opened. Misrouting or late delivery are unacceptable grounds for waiver of this requirement. Emailed and/or faxed bids will not be accepted.

1.6 PROOF OF COMPETENCY OF BIDDER:

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

1.7 WITHDRAWAL OF BIDS:

- A. A bidder may withdraw their bid, either personally or by written request, at any time prior to the scheduled time for opening bids.
- B. No bidder may withdraw their bid for a period of forty-five calendar days after the date set for opening thereof, and bids shall be subject to acceptance by the Owner during this period.

1.8 QUALIFICATION OF BIDDERS:

- A. Typical projects assigned under this contract may include new construction, renovation, remodeling, reroofing and other building maintenance, equipment installation, pre-engineered metal buildings, greenhouses, pole barns, asbestos abatement, and fire code corrections. Areas requiring renovation or remodeling may include animal research or holding areas, research laboratories, classrooms, library and media centers, offices and related functions, outpatient clinics, reception and waiting areas, lobbies and corridors, atriums, courtyards and plazas, modular and pre-engineered buildings, apartments, dormitories, athletic facilities, and associated roadways, site work, sidewalks, and landscaping. Projects could be located on the University of Florida main campus or at UF and IFAS facilities throughout the State of Florida. The maximum per-project construction cost is \$200,000.00. A respondent will be required to furnish evidence satisfactory to the Owner that he or she has sufficient means and experience to perform the type of work specified in order to assure completion of the contract in a satisfactory manner. The General Contractor must also have the manpower and capability of performing multiple projects simultaneously.
- B. Step One of the bid response must include and submit the following documentation for each lot bidding:

1. Proof of applicant's (not individual's) Florida General Contractor's License in good standing at the time of the receipt of bids.
2. Proof of Insurance as required in Article 19 of the General Terms and Conditions.
 - General Liability at least \$1,000,000.00 per occurrence – UF must be named additional insured
 - Automobile liability at least \$500,000 per occurrence – UF must be named additional insured
 - Worker's Compensation Chapter 440, Florida Statutes
3. Proof of graduation from University of Florida's Mentor Protégé Program or a statement of agreement to participate during term of contract.
4. List experience and training of respondents. List and briefly describe five (5) projects of similar complexity that are described in Section 1.8.A complete with location, date of completion, names of contract, and names, addresses and contact information (phone and email) of owners within the last three (3) years.
5. Proof of a staffed office with available construction personnel located within 60 miles of the Gainesville or St. Augustine area (depending upon bid package) as referenced in Section 00003 – Introductory.
6. Proposed personnel: List all Superintendent(s) and Project Manager(s) proposed for project staffing.
7. No brokerage Contracts will be allowed. There will be no contract issued to "Jobbers" or "Brokers". Bidding Contractor will be the "Working" Contractor.

1.9 BID EVALUATIONS: - Job Order Contracting - General Contractor.

Contractor's bid will be evaluated in a two-step process as described below:

- A. Step One will consist of the verification that all mandatory requirements delineated in the bid documents have been met, reference - 1.8.B.1-6, i.e., complied with the bid opening date, answered all in Bid Forms, and that all items are filled out in the % Cost of Work Column of the Bid Form. Bids that do not meet the requirements of Step One may be rejected and not considered for Step Two.
- B. Step Two will consist of a point system whereby the Bidder's percentages will be assigned points. The value of the points will be determined by the number of bidders involved in Step Two. The lowest bidder will receive the highest point value according to how the percentage compares to each corresponding percentage submitted by the other bidders. For example, if four bidders are involved in Step Two the maximum number of points given to each percentage will be four points to the lowest bidder. The next lowest percentage will be assigned three points, and so on, down to the highest percentage which will be assigned one point. Categories answered by "no charge" (N/C) or zero percentage (0%) will be assigned the highest number of points. Categories answered by "not available" (N/A) or No Response will be given no points. It is to your advantage to fill in every line item. The maximum percentage for each

category (General Conditions, Staffing and Overhead & Profit) will be 10%. Any category with a percentage above 10% will be assigned zero points for that category.

Up to 15 bids that receive the highest point score will be recommended for the Bid Award to the Gainesville campus (Lot 1) and up to three (3) for the St. Augustine campus (Lot 2).

1.10 AWARD OR REJECTION OF BIDS:

- A. The contract, if awarded, will be awarded to the responsible bidders who have best complied with the Owner's Request for Bids, the requirements described in 1.8 B., and the highest point score as described in 1.9 B.
- B. The bid will be awarded subject to the Owner's right to reject any or all bids and to waive informality and irregularity in the bids and in the procedure. The result of this bid will allow UF to enter into a contract with the General Contractors to provide minor construction services over the contract period. Each project will have a value of less than \$200,000.00.

1.11 ESTIMATED ANNUAL CONTRACT VALUE:

- A. There is no guarantee as to the annual construction amount that the Contract, if awarded, will result in.

1.12 EXECUTION OF AGREEMENT:

- A. The Contract will be a Purchase Order for an individual project issued by UF Procurement Services and will be governed by UF's PO Terms and Conditions and all terms and conditions, non-technical specifications, forms, guides, standards and policies contained and referenced herein.
- B. The bidder will be required to submit proof of current insurance as described in section 1.8.B.2.
- C. Certificates of Insurance shall be approved by UF Procurement Services before the successful General Contractor will be issued a Purchase Order.

1.13 INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING:

- A. If any vendor contemplating submitting a bid is in doubt as to the true meaning of any part of these Bid Documents or finds discrepancies in or omissions from any part of these Bid Documents, the vendor may submit, in writing, questions or requests for clarification. Questions and requests for clarification shall be submitted in writing to Karen Olitsky at kolitsk@ufl.edu, by **September 4, 2019 at 5:00 PM**, and will be answered in writing in the form of an Addendum which will be posted on the Procurement Services website, <https://procurement.ufl.edu/vendors/schedule-of-bids/>, not later than seven (7) days before bids will be opened. Any questions or requests for clarification received after the date and time mentioned above may not be answered.

- B. Interpretation or correction of these Bid Documents will be made only by Addendum. Verbal direction shall be non-binding. UF is not liable for any increased/decreased costs resulting from the bidder accepting verbal direction.
- C. The contract will be awarded following a complete review of all bids received and in the best interest of the University of Florida. Bids will not be awarded at the time they are received.

1.14 UNBONDED CONSTRUCTION CONTRACTS/PROJECTS:

- A. At the commencement of each project, the General Contractor shall provide evidence in the form of certified copies that the General Contractor has placed in the following form, on three occasions, in a local newspaper and has posted such notice in a conspicuous place on the project site.

"Notice is hereby made to all those concerned and affected that (contractor) is performing services for (project name), (project number) at (location). All parties furnishing labor and/or materials to said project are to provide notice of such in writing by certified mail to University of Florida, Planning, Design & Construction Division, PO Box 115050, Gainesville, FL 32611, or other appropriate University Department within twenty days of first providing such labor and/or materials."

- B. In case of default by the General Contractor, the laborers, materialmen and subcontractors, as defined in Section 713.01 of the Florida Statutes, making claims for unpaid bills, will be paid from the ten percent retainage on a pro rata basis.

1.15 PERIOD OF SERVICE

- A. Unless sooner terminated, this contract shall remain in force for the period which may reasonably be required for the design, award of contracts, and construction of each project initiated on or before November 30, 2020, including extra work and any required extension thereto. This contract may be renewed at the Owner's option for three (3) additional one (1) year periods, based upon satisfactory performance of the General Contractor as determined by Owner in its sole and absolute discretion. To renew this contract, Owner shall so notify the General Contractor at least thirty (30) days prior to the date the original term or renewal term expires, as applicable.

END OF SECTION

SECTION 00200 - DEFINITIONS

2.0 DEFINITIONS:

- 2.1 Services.** The General Contractor agrees to furnish its best skill and judgment and to cooperate with the UF Project Manager, in furthering the interests of the Owner. The General Contractor agrees to furnish efficient business administration and superintendence and to use its best efforts to complete each project in an expeditious and economical manner consistent with the interests of the Owner. The General Contractor agrees to furnish construction services as set forth herein and required for completion of each Project on a hard-bid basis. The General Contractor represents that it is thoroughly familiar with and understands the requirements of the referenced Project types and that it is experienced in the administration and construction of building projects of the types and scopes referenced above. The General Contractor represents to Owner that it has all necessary construction education, skill, knowledge, and experience required for these Projects and will maintain, at all times during the term of this Contract, such personnel on its staff to provide the services contemplated hereby within the time periods required for each Project. In addition, the General Contractor represents that it has and all the subcontractors performing services under this Contract will have, all applicable licenses required by the State of Florida to perform such services. The General Contractor acknowledges that it is not guaranteed nor entitled to provide services to Owner in connection with any particular Project by virtue of entering into this Contract with Owner, and that Owner may, in its sole discretion, decline to assign any Project to the General Contractor.
- 2.2 Project Team.** The General Contractor, and the Owner (UF Project Manager) will work as a team through construction completion of each project. The General Contractor shall provide leadership to the Project Team on all matters relating to construction. When performing any services under this Contract, the General Contractor shall utilize the key personnel proposed. In the event any such personnel discontinue employment with the General Contractor, the General Contractor shall promptly replace such personnel with individuals approved by Owner, in writing, which approval will not be unreasonably withheld.
- 2.3 Preparation/Sufficiency of Site.** The General Contractor shall, among other things, (i) visit and thoroughly inspect the Project Site and become familiar with local conditions under which the Project will be constructed and operated; (ii) if applicable, familiarize itself with the survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components and other attributes having or likely to have an impact on the Project, (iii) familiarize itself with the Owner's layout and design requirements, conceptual design objectives, and budget for the Project; (iv) familiarize itself with pertinent Project dates, including the Project schedule communicated by the UF Project Manager, (v) review and analyze all Project geotechnical, Hazardous Substances, structural, chemical, electrical, mechanical, and construction materials tests, investigations and recommendations; and (vi) gather any other information necessary for a thorough understanding of the Project. If the Project involves modifications to any existing structure(s) or other man-made feature(s) on the Project site, the General Contractor shall also review all as-built and record drawings, plans and specifications of which General Contractor has been informed by Owner about the thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the

specific locations of pertinent structural components. Claims by the General Contractor resulting from General Contractor's failure to familiarize itself with the Site or pertinent documents shall be deemed waived.

2.4 General Conditions Costs. General Condition's costs include and are limited to actual expenditures or negotiated amounts for the following items as authorized by Owner:

- A. costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers, that are provided by the General Contractor at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by the General Contractor. Cost for items previously used by the General Contractor shall mean fair market value;
- B. costs incurred to provide site safety;
- C. costs of removal of debris from the site;
- D. costs of document reproduction including bid sets, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office;
- E. sales, use, or similar taxes imposed by a governmental authority and paid by the General Contractor, and directly related to the Work;
- F. fees and assessments for the building permit and for other permits, licenses and inspections for which the General Contractor is required by the Contract for Construction to pay, including deposits lost for causes other than General Contractor's fault;
- G. data processing costs directly related to the Work and as approved by Owner, in writing;
- H. the cost of obtaining and using all utility services required for the Work;
- I. the cost of crossing or protecting any public utility, if required, and as directed by the Owner;
- J. all reasonable costs and expenditures necessary for the operation of the Site office, such as stationary, supplies, furniture, fixtures, office equipment and field computer services provided that quantity and rates are subject to Owner's prior written approval;
- K. the cost of secure off-site storage space or facilities approved in advance by Owner;
- L. printing and reproduction of the Construction Documents;
- M. rental charges for temporary facilities, and for machinery, equipment, and tools not customarily owned by construction workers; however any rental charge shall not exceed the purchase price of such facilities, machinery, equipment or tools;
- N. cost of surveys, measurements and layout work reasonably required for the execution of the Work or by the Construction Documents; and
- O. other expenses or charges properly incurred and paid in the prosecution of the Work, with the prior written approval of the Owner, but specifically excluding legal costs and expenses, including, without limitation, attorneys' fees and court costs associated with the Project.

2.5 Staffing Costs. The General Contractor shall supervise and direct the Work at the Site. The General Contractor shall, at a minimum, staff the Project Site with personnel who shall:

- A. supervise and coordinate the General Contractor's personnel and act as its primary liaison with the Owner;
- B. coordinate trade contractors and suppliers, and supervise Site construction management services;
- C. be familiar with all trade divisions and trade contractors' scopes of Work, all applicable building codes and standards, and the Contract for Construction;
- D. check, review, coordinate and distribute shop drawings and check and review materials delivered to the Site, regularly review the Work to determine its compliance with the Construction Documents and the Contract for Construction, confer with the appropriate Owner's consultant(s) as necessary to assure acceptable levels of quality;
- E. prepare and maintain Project records, including process documents and daily logs;
- F. schedule and conduct progress meetings with subcontractors to review such matters as jobsite safety, job procedures, construction progress, schedule, shop drawing status and other information as necessary and provide notification of, and minutes from, such meetings to Owner;
- G. schedule and conduct progress meetings with the Owner to review such matters as construction progress, schedule, shop drawing status, and other information as necessary;
- H. make provision for Project security to protect the Project site and materials stored off-site against theft, vandalism, fire and accidents as required by the General Terms and Conditions.
- I. promptly reject any Work which does not conform to the Construction Documents or which does not comply with any applicable law, statute, building code, rule or regulation of any public authority or agency of which it is aware, immediately notifying the Professional and the Owner in writing when it has rejected any Work;
- J. comply with, and cause its subcontractors and suppliers to comply with, the Project Construction Schedule and applicable sub-schedules. The General Contractor shall obtain and review schedules from subcontractors and suppliers, coordinate sub-schedules with the Construction Schedule, and enforce compliance with the all applicable schedules to insure timely completion of the Work. If at any time the Project is delayed, the General Contractor shall immediately notify the Owner and the Professional of the probable cause(s) and possible alternatives and make recommendations to minimize expense and delay to the Owner; and
- K. provide documentation necessary to the Owner for, and otherwise assist the Professional with, the preparation of the final "as-built" or record drawings.

2.6 General Contractor's Overhead & Profit. The General Contractor's Overhead and Profit is a fixed percentage of the (i) Cost of the Work, (ii) General Contractor's Contingency, (iii) Guaranteed Maximum General Contractor Staffing Costs, and (iv) Guaranteed Maximum General Conditions Cost (excluding insurance costs). Overhead and Profit covers the costs of all of General Contractor's overhead and expenses related to the Work, including home or branch office employees or consultants not at the Project Site (except those staffing costs paid pursuant to 2.6(iii) and general operating expenses of the General Contractor's principal and branch offices related to the Work (non-field offices), such as telephone service and long-distance and zone telephone charges, postage, office supplies, expressage, and other similar expenses.

2.7 Compensation for Change Orders. Amounts owed by the Owner to the General Contractor shall be adjusted by duly authorized change order in accordance herewith and the General Terms and Conditions.

- A. Increase in Cost of Work. If the Cost of the Work is increased by change order, the Owner shall pay the General Contractor the aggregate net cost directly paid by the General Contractor to subcontractors or suppliers for the performance of the Work and the General Contractor shall receive Overhead and Profit on such amount, as a percentage as set forth in this proposal, and an amount for any increased insurance costs associated therewith.
- B. Decrease in Cost of Work. If the Cost of the Work is decreased by change order, payment due from the Owner to the General Contractor shall be reduced by the amount the General Contractor is no longer obligated to pay subcontractors or suppliers for performance of the Work. Decreases in the Cost of the Work shall inure to the benefit of the Owner.
- C. Change Order Disputed. If the General Contractor disputes a change order decision pursuant to the General Terms and Conditions, it must give the Owner its written notice of dispute, including the reasons therefore, within seven (7) calendar days of the disputed decision.

END OF SECTION

SECTION 00300 – PROJECT ORDER SYSTEM

PART 1 - GENERAL

1.1 RELATED SECTIONS:

This section covers the chronological order of events that will normally take place to begin, execute and complete a typical project under this contract. Strict compliance with this procedure will be enforced.

1.2 SEQUENCE:

- A. The UF Project Manager, as the Owner's representative, having previously ascertained project scope from user, will meet with the General Contractor to review the project on-site to discuss details of the project, and to determine the usage or methods and materials to best satisfy the job requirements.
 1. UF Project Manager meets with the end user; determines scope of work (SOW); creates scope; solicits approval from end user.
 2. UF Project Manager sends the RFP to one or more contractor(s) with an established due date and a defined question and answer period.
 3. The General Contractor will respond to the UF Project Manager, within the time specified, with a detailed, computerized (or typed) quotation listing the percentages for General Conditions, Staffing and Profit & Overhead, which will be no more than the percentages submitted with the contractor's response to this bid.
 4. If subcontractors are involved, the General Contractor will provide documentation as described below with their quotation.
 - a. If the General Contractor subcontracts, he must show evidence to UF Project Manager that each subcontractor and or trade package was bid/negotiated in the following manner: For trade packages with a value of less than \$10,000, the General Contractor, may negotiate with trade contractors to perform such Work by whatever means it deems appropriate, in its reasonable discretion. For trade packages with a value between \$10,000 and \$74,999, the General Contractor shall, where competition is available and feasible, obtain three (3) written quotes. For trade packages with a value between \$75,000 and \$199,999, the General Contractor shall advertise the trade package at least once in the newspaper of general circulation in the applicable project area (e.g. the Gainesville Sun for the Gainesville area and The St. Augustine Record for the St. Augustine area) at least seven (7) calendar days prior to the published due date, and accept written, sealed bids/proposals. Furthermore, the subcontractor must present evidence of being qualified in the applicable trade and be licensed for performance in the trade.
 - b. The General Contractor shall, for each subcontract, trade or bid division:

- I. Determine the final bid amounts, having reviewed and clarified the Scope of Work in detail with bidders to determine which bids are the lowest bids and are complete but do not include duplicate scope items;
 - II. Prepare and furnish to the Owner a final bid tabulation summary which includes by subcontract, trade and/or bid division, and the related final bid amount and the details of all scope clarifications for Owner's review and approval;
 - III. Identify to the Owner in writing the subcontractors to which the General Contractor recommends award of subcontracts; and
 - IV. Award and enter into a subcontract between itself and each subcontractor which it has recommended in accordance with this Agreement unless otherwise notified by the Owner.
5. The General Contractor shall specify on his quotation the expected length of construction duration (in days), commencing from the date he/she receives the Purchase Order.
 6. UF Procurement services will issue a Purchase Order to the General Contractor at which time the General Contractor will commence the Work within the agreed upon time frame. Time constraints are usually critical, and variations will require prior approval by the UF Project Manager. General Contractor will not start work until an official UF Purchase Order has been received by the contractor.
- B. The General Contractor will perform the Work of the project continuously without missing regular working days without permission of the UF Project Manager, and he/she shall complete the Work by the scheduled ending date.
 - C. At time of Substantial Completion, the General Contractor will contact the UF Project Manager and, along with the end user, develop a "Punchlist" of the items to be completed. Punchlist items must be completed within ten days.
 - D. When all punchlist items are completed, the General Contractor may submit the invoice to the UF Project Manager. The invoice shall contain a detailed description of work (including separate line items for materials and labor), scheduled values for materials and labor and percentages contained herein. UF reserves the right to require additional documentation prior to paying any invoice.

END OF SECTION

SECTION 00310 – BID PROPOSAL (GAINESVILLE – LOT 1)

FROM: _____
(Name of Bidder)

TO: UNIVERSITY OF FLORIDA
PROCUREMENT SERVICES
971 ELMORE DRIVE
PO BOX 115250
GAINESVILLE, FLORIDA 32611

The undersigned, having read the Bid Documents for:

UNIVERSITY OF FLORIDA
JOB ORDER CONTRACTING - GENERAL CONTRACTORS
ITB20KO-107 (LOT 1)

And having visited the University of Florida campus (Gainesville), and being familiar with all conditions affecting and governing the construction of the Projects, hereby proposes to furnish components and services for the proper execution and completion of these Projects in accordance with the drawings and specifications that will be issued by various UF Facilities Departments for each project, and all other documents relating thereto on file in Procurement Services, and, if awarded the Contract, to complete the said Work of each project within the time limits set by the UF Project Manager for each individual project, for the percentages as enumerated on this and the following pages:

CATEGORIES		
ITEM	(PRIME CONTRACTOR)	% Cost of Work
0001	General Conditions	
0002	Staffing	
0003	Overhead & Profit	

ADDENDA: The receipt of the following Addenda to the Construction Documents is acknowledged:

ADDENDUM # _____ Dated _____
ADDENDUM # _____ Dated _____
ADDENDUM # _____ Dated _____

FLORIDA CONSTRUCTION INDUSTRIES BOARD CERTIFICATION:
(GENERAL CONTRACTOR)

(Name of Holder)

(Certification No.)

SIGNATURE:

I hereby certify that for all statements and amounts herein made on behalf of

(Name of Bidder)

a (Corporation) (Partnership) (Individual) organized and existing under the laws of the State of Florida, I have carefully prepared this Bid Proposal from the Bid Documents described hereinbefore, I have examined the Bid Documents and local conditions affecting execution of Work before submitting this Bid Proposal, I have full authority to make the statements and commitment herein and submit this Bid Proposal in (its) (their) behalf, and all statements are true and correct.

Signed this _____ day of _____, 20____.

(Signature of Bidder)

(Print Name)

(Title)

WITNESS:

(Signature of Witness)

(Print Name)

Address: _____

(City)

(State)

(Zip Code)

SECTION 00310 – BID PROPOSAL (ST. AUGUSTINE – LOT 2)

FROM: _____
(Name of Bidder)

TO: UNIVERSITY OF FLORIDA
PROCUREMENT SERVICES
971 ELMORE DRIVE
PO BOX 115250
GAINESVILLE, FLORIDA 32611

The undersigned, having read the Bid Documents for:

UNIVERSITY OF FLORIDA
JOB ORDER CONTRACTING - GENERAL CONTRACTORS
ITB20KO-107 (LOT 2)

And having visited the University of Florida campus (St. Augustine), and being familiar with all conditions affecting and governing the construction of the Projects, hereby proposes to furnish components and services for the proper execution and completion of these Projects in accordance with the drawings and specifications that will be issued by Facilities Departments for each project, and all other documents relating thereto on file in Procurement Services, and, if awarded the Contract, to complete the said Work of each project within the time limits set by the UF Project Manager for each individual project, for the percentages as enumerated on this and the following pages:

CATEGORIES		
ITEM	(PRIME CONTRACTOR)	%Cost of Work
0001	General Conditions	
0002	Staffing	
0003	Overhead & Profit	

ADDENDA: The receipt of the following Addenda to the Construction Documents is acknowledged:

ADDENDUM # _____ Dated _____
ADDENDUM # _____ Dated _____
ADDENDUM # _____ Dated _____

**FLORIDA CONSTRUCTION INDUSTRIES BOARD CERTIFICATION:
(GENERAL CONTRACTOR)**

(Name of Holder)

(Certification No.)

SIGNATURE:

I hereby certify that for all statements and amounts herein made on behalf of

(Name of Bidder)

a (Corporation) (Partnership) (Individual) organized and existing under the laws of the State of Florida, I have carefully prepared this Bid Proposal from the Bid Documents described hereinbefore, I have examined the Bid Documents and local conditions affecting execution of Work before submitting this Bid Proposal, I have full authority to make the statements and commitment herein and submit this Bid Proposal in (its) (their) behalf, and all statements are true and correct.

Signed this _____ day of _____, 20____.

(Signature of Bidder)

(Print Name)

(Title)

WITNESS:

(Signature of Witness)

(Print Name)

Address: _____

(City)

(State)

(Zip Code)

END OF SECTION

ATTACHMENT A – REQUIREMENTS FOR FEMA PUBLIC ASSISTANCE PROGRAM PROCUREMENT

The terms of this section are considered part of this solicitation and are applicable for projects/work that may be reimbursed through the Federal Emergency Management Agency (FEMA) Public Assistant Program. In the event of a conflict in terms, the terms of this section will control.

1. Termination.
 - a. Termination for Convenience. The Agreement may be terminated by UF without cause upon no less than thirty (30) days written notice.
 - b. Termination for Cause. Each term and condition of the Agreement is material and any breach or default by either party in the performance of each such term and condition will be a material breach or default of the Agreement. Either party may terminate the Agreement in the event the other party materially breaches or defaults in the performance of any of its obligations hereunder, and such default continues for thirty (30) days after written notice thereof is provided to the breaching party by the non-breaching party. Any termination will become effective at the end of such thirty (30) day period unless the breaching party cures any such breach or default prior to the expiration of such period.
 - c. Administration of Termination. All written notices must be delivered by certified mail, return receipt requested, or in person with proof of delivery. In case of termination under the Agreement, only fees for Services rendered by the Vendor through the date of termination, if any, will be due and payable, and all work in progress will become property of UF and will be turned over promptly by the Vendor. Upon receipt of written notice of termination, up until the date of termination, the Vendor will make reasonable efforts to limit the incursion of additional fees and perform only those Services necessary for the timely delivery of work in progress to UF and/or to correct a material breach or default, as applicable. The Parties will not be relieved of the duty to perform their obligations up to and including the date of termination. A termination penalty may not be charged against UF.
2. Equal Opportunity. If the Services provided under the Agreement include construction, then the Vendor agrees as follows:
 - a. The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - c. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Vendor's

commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the Vendor's noncompliance with the nondiscrimination clauses of the Agreement or with any of the said rules, regulations, or orders, the Agreement may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Vendor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event Vendor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction by the administering agency the Vendor may request the United States to enter into such litigation to protect the interests of the United States.
3. Davis-Bacon Act. If the Agreement NOT TO EXCEED amount is in excess of Two Thousand & 00/100 Dollars (\$2,000.00) and Services include construction, then the Vendor must comply with the Davis-Bacon Act (40 U.S.C. § 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).
4. Compliance with Copeland "Anti-Kickback" Act. If the Agreement NOT TO EXCEED amount is in excess of Two Thousand & 00/100 Dollars (\$2,000.00) and Services include construction, then the Vendor agrees as follows:
- a. Contractor. The Vendor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the Agreement.
 - b. Subcontracts. The Vendor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Vendor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - c. Breach. A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment of Vendor and/or subcontractor(s), if any, as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5. Compliance with the Contract Work Hours and Safety Standards Act. If the Agreement NOT TO EXCEED amount is in excess of One Hundred Thousand & 00/100 Dollars (\$100,000.00) and Vendor employs mechanics or laborers, then Vendor agrees as follows:
- a. Overtime Requirements. The Vendor and their subcontractor(s), if any, providing Services under the Agreement which may require or involve the employment of laborers or mechanics will not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times (1 ½) the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
 - b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Vendor and their subcontractor(s), if any, responsible therefor shall be liable for the unpaid wages. In addition, such Vendor and their subcontractor(s), if any, shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
 - c. Withholding for Unpaid Wages and Liquidated Damages. FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor and/or subcontractor(s), if any, under any such contract or any other Federal contract with UF, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by UF, such sums as may be determined to be necessary to satisfy any liabilities of Vendor and/or subcontractor(s), if any, for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
 - d. Subcontracts. The Vendor and subcontractor(s), if any, shall insert in any subcontracts the clauses set forth in paragraph (a) through (c) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.
6. Clean Air Act and the Federal Water Pollution Control Act. If the Agreement NOT TO EXCEED amount is in excess of One Hundred Fifty Thousand & 00/100 Dollars (\$150,000.00), then the Vendor agrees as follows:
- a. Clean Air Act.
 - i. Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - ii. Vendor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - iii. Vendor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
 - b. Federal Water Pollution Control Act.

- i. Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - ii. Vendor agrees to report each violation to UF and understands and agrees that UF will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.
 - iii. Vendor agrees to include these requirements in each subcontract exceeding One Hundred Thousand & 00/100 Dollars (\$100,000) financed in whole or in part with Federal assistance provided by FEMA.
- 7. Energy Policy and Conservation. Vendor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. § 6201-6422), and Florida's State Energy Management Plan adopted pursuant to § 255.257, F.S.
- 8. Suspension and Debarment.
 - a. If the Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, then the Vendor hereby certifies that neither the Vendor, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Vendor must comply with 2 C.P.R. pt. 180, subpart C and 2 C.P.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transactions with subcontractors and/or suppliers.
 - c. This certification is a material representation of fact relied upon by UF. If it is later determined that the Vendor did not comply with 2 C.P.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and UF, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The Vendor agrees to comply with the requirements of 2 C.P.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Agreement. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions with subcontractor and/or suppliers.
- 9. Byrd Anti-Lobbying Amendment. If the Agreement NOT TO EXCEED amount is One Hundred Thousand & 00/100 Dollars (\$100,000) or more, then Vendor shall file the required certification. 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 recipient.
- 10. Procurement of Recovered/Recycled Materials.
 - a. In the performance of the Agreement, Vendor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;

- ii. Meeting contract performance requirements; or,
- iii. At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>.

END OF SECTION