



BID NUMBER: ITB20KO-110

**JOB ORDER CONTRACTING -
PLUMBING CONTRACTORS**

BID DOCUMENT

UNIVERSITY OF FLORIDA

ITB20KO-110

JOB ORDER CONTRACTING - PLUMBING 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 - Plumbing Contractor

The purpose of this contractor is to simplify and expedite the execution of small Plumbing construction projects at the University of Florida Gainesville Campus (Lot 1) and St. Augustine campus (Lot 2). The intent of this contract is to establish a pool of Plumbing 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).

Successful bidders will provide services to the University of Florida from December 1, 2019 through November 30, 2020, with an option of contract renewal for three (3) one-year periods if acceptable by both parties.

Contract award will be made to a pool of up to six (6) contractors in the Gainesville area (Lot 1) and three (3) contractors in the St. Augustine area (Lot 2), to the contractors with the highest overall point score, all based on an evaluation of factors as described later in these Bid Documents, after a pre-qualification process. It is up to the discretion of the University which of the 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.

Contractors may bid both Gainesville and St. Augustine 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 office, 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 contractor will have the opportunity to work in the other location. Furthermore, a local telephone and or cell phone 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 St. Augustine campus, and for the successful execution of this contract.

END OF SECTION

SECTION 00005 – TABLE OF CONTENTS

NON-TECHNICAL SPECIFICATIONS

	PAGE
BIDDING AND CONTRACT REQUIREMENTS	
SECTION 00003 INTRODUCTION	5
SECTION 00005 TABLE OF CONTENTS	6
SECTION 00020 INVITATION TO BIDDERS	7
SECTION 00100 INSTRUCTIONS TO BIDDERS	8
SECTION 00300 PROJECT ORDER SYSTEM	14
SECTION 00310 BID PROPOSAL GAINESVILLE (LOT 1)	17
BID PROPOSAL ST. AUGUSTINE (LOT 2)	21
ATTACHMENT A REQUIREMENTS FOR FEMA REIMBURSEMENTS	25

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 REFERENCE –
<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

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 & Construction, will accept sealed bids for the execution of small plumbing 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 Acknowledgment Form" with all relevant information provided therein.

Sealed bids will be received, publicly opened and acknowledged on **September 19, 2019 at 3:30 PM** at the offices of:

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

Line Item pricing 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 Planning Design and Construction website at <http://facilities.ufl.edu/forms.htm>

1.2 THE WORK:

Job Order Contracting – Plumbing 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 MANDATORY PRE-BID CONFERENCE

(Lot 1) A Non-Mandatory Pre-Bid Conference will be held on **August 26, 2019 at 10:00 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 Main campus.

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

1.5 BID FORM:

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

- A. Make 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 bids to Karen Olitsky, Procurement Agent III, and deliver to:
University of Florida
Procurement Services
971 Elmore Drive
PO Box 115250

Gainesville, FL 32611-5250

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 Plumbing 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 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 see 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 the execution of routine service work, emergency repairs and extensive plumbing projects that typically include, but not limited to: installation of lines and water supplies in renovation/remodeling projects; extension of plumbing hookups to portable classroom buildings; sewer line stop-ups, and; general repair of broken water lines, gate valves, hose bids, and other fittings, fixtures and equipment commonly encountered in the plumbing trade. In addition, as a supplement to this contract, Bidder may periodically be required to provide other plumbing related services including, but not limited to: testing, repair and maintenance of backflow prevention assemblies and video piping inspection for University of Florida Gainesville campus (Lot 1) or and in St. Augustine location (Lot2) with potentially historic buildings within the dollar value maximum set by this contract. Typical projects may be a combination of any of listed in section 00310.1 and may include additional items not listed as well as subcontracts (as discussed in section 00800.10) in order to assemble a complete project. 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. Contractor must also have the manpower and capability of performing multiple projects simultaneously.
- B. Bid Response must include and submit the following documentation:
 - 1. Evidence that Respondent is licensed and insured to perform services within the State of Florida and limits of Alachua County, Florida. Evidence that the Respondent shall possess, at time of bid due date, a Certified Plumbing Contractor (**CF**) license issued

by the State of Florida.

2. Proof of Insurance as required in Article 19 of the General Terms and Conditions.
 - General Liability \$1,000,000.00 per occurrence – UF must be named additional insured
 - Automobile liability at least \$500,000 – UF must be named additional insured
 - Worker's Compensation – per Chapter 440, Florida Statutes
3. List experience and training of respondents. List and briefly describe five (5) projects of similar complexity that would typically utilize items listed in Section 00310 complete with location, date of completion and names of contract, and names, addresses and contact information (phone and email) of owners within the last three (3) years.
4. The following personnel classifications and minimum qualifications shall apply to any and all labor under the pending contract and shall form the basis for development of an individual *Hourly Labor Unit* category in Section 00310 Bid Proposal.

Journeyman Plumber shall have a minimum six (6) years verifiable field experience working in the plumbing trade and must possess a current competency card (journeyman's card) from a recognized state or municipal regulatory authority as certification of qualifications in addition, any plumber performing backflow prevention assembly testing and/or repair work shall have appropriate certification from a program endorsed by the American Waterworks Association (AWWA). Respondent shall not use any personnel with suspended or revoked licenses.

All *Journeyman Plumbers* utilized in the performance of this contract shall have the required knowledge, skills, and ability to correctly and efficiently perform work requiring the application of standard trade practices in maintaining and installing a variety of plumbing systems and fixtures.

It shall be required that a *Journeyman Plumber* have:

- Considerable knowledge of the practices, methods, materials, and tools of the plumbing trade;
- Considerable knowledge of flows, pressure, and capacities of water tanks and lines;
- Considerable knowledge of applicable rules, regulations, and codes governing plumbing installations and backflow prevention devices;
- Considerable knowledge of the hazards and safety precautions of the work;
- Skill in the use and care of the tools, materials, and equipment of the trade;
- Ability to understand the work from general instructions, building specification, blueprints, and sketches;
- Ability to make time and materials estimates.

Apprentice Plumber or Plumber's Helper shall have a minimum of one (1) year verifiable field experience assisting and working directly under the close supervision of a *Journeyman Plumber*. Both *Apprentice Plumber* and *Plumber's Helper* shall have the knowledge, skills and physical ability to perform the most common and typical tasks of the trade.

As part of qualifications, it shall be required that each *Journeyman Mechanic* have:

- Extensive commercial/industrial work experience;
 - Ability to troubleshoot DDC and pneumatic controls as referenced in the scope of this bid;
 - Ability to recognize the cause of faulty equipment and make repairs on large complex systems that provide for a variety of air conditioning functions such as heating, cooling, humidifying, dehumidifying, cleaning, filtering, and circulating;
 - Considerable knowledge of applicable rules, regulations, and codes governing work;
 - Considerable knowledge of the hazards and safety precautions of the work;
 - Skill in the use and care of the tools, materials, and equipment of the trade;
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. Proof of graduation from University of Florida's Mentor Protégé Program or a statement of agreement to participate during term of contract.
 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 - Plumbing 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, i.e., complied with the bid opening date, answered all in Bid Forms, and that all items are filled out in the Unit Price 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 Unit Prices will be assigned points. The value of the points will be determined by the number of bidders involved in Step Two, with the lowest bidder receiving highest point value and how the unit price compares to each corresponding unit price submitted by other bidders. If, for example, four bidders are involved in Step Two the maximum number of points given to each unit price will be four points to the lowest bidder. The next lowest price will be assigned three points, and so on, down to the highest unit price which will be assigned one point. Unit price items answered by "no charge" (N/C) or Zero dollars (\$0.00) will be assigned the highest number of points. Unit price items 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 Bidder's Overhead and Profit percentage shall be included as a part of the unit price for each individual item, not as an additional percentage multiplier. Up to six (6) bids receiving the highest point score will be recommended for the Bid Award to the Gainesville campus (Lot 1) and up to three (3) to 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 these bids should allow all UF facilities offices to enter into a contract with the Contractor to provide minor plumbing construction services over the contract period. These projects will each have a value of less than Two Hundred Thousand Dollars (\$200,000.00).

1.11 ESTIMATED ANNUAL CONTRACT VALUE:

- A. There is no guarantee as to the annual construction total amount that the Contract, if awarded, will result in, and is dependent on the availability of State funding.

1.12 EXECUTION OF AGREEMENT:

- A. The Contract will be a Purchase Order for an individual job issued by University of Florida 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 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 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 and will be posted on the UF 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 the project, the Contractor shall provide evidence in the form of certified copies that the 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, Florida, 32611-5050, or other appropriate University Department within twenty days of first providing such labor and/or materials."

- B. In case of default by the 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 Plumbing Contractor as determined by Owner in its sole and absolute discretion. To renew this contract, Owner shall so notify the Plumbing Contractor at least thirty (30) days prior to the date the original term or renewal term expires, as applicable.

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 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 Contractor will respond to the UF Project Manager, within the time specified, preferably with a computerized (or typed) quotation. The unit prices quoted will be no more than the unit prices submitted with his/her bid. The quote will include a labor/material breakdown itemized of any work not specifically covered by the Bid Document List of Unit Prices (see example in Item 1.3.A).
 4. If subcontractors are involved, the contractor will also include with their quote, documentation as described below.
 - a. If the Plumbing Contractor subcontracts, they must show evidence to 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 Plumbing 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 Plumbing 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 Plumbing Contractor shall advertise the trade package at least once in the newspaper in 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 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 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 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 contract unless otherwise notified by the Owner.
5. The Contractor shall specify on their quotation the expected length of construction duration (in days), commencing from the date they receive the Purchase Order.
 6. UF Procurement services will issue a Purchase Order to the Contractor at which time the 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.
- B. The 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 Contractor will contact the UF Project Manager and, along with the User, develop a "Punchlist" of the items to be completed. Punchlist items must be completed within ten days.
 - D. When, and only when, all punchlist items are completed, the Contractor may submit to the UF Projects Manager, the project Certificate of Completion, along with the Invoice and any other pertinent documentation relative to the project. Certificates of Completion must bear original signatures and original notarized seal.

1.3 SPECIALTY ITEMS:

- A. Specialty items not specifically mentioned in this contract shall be determined by estimate and acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, and shall be determined as follows:
 1. For all work done by the Contractor's organization, or subsidiaries of the Contractor's own organization, including work traditionally considered as subcontractor work, the Contractor may add a percentage of his/her actual costs for combined overhead and profit. The maximum allowable percentages are:
 - Projects up to \$50,000: 10%
 - Projects \$50,001 to \$100,000: 9%
 - Projects \$100,001 to \$200,000: 8%
 2. For all work done by Contractor's subcontractors, the respective Subcontractors may add a maximum of 10% of their actual costs for combined overhead and profit and the Contractor may add a maximum of 5% of the above subcontractor's cost for overhead and profit.

3. The above percentages shall be considered reasonable allowances for overhead and profit due the Contractor.
4. The Contractor shall submit receipts or other evidence showing costs and right to the payment claims if required by the UF Project Manager.
5. Labor costs shall include supervision, estimation, lay-out, assessments and insurance premiums.
6. Material, equipment and equipment rental costs shall be the trade discount costs plus State sales tax where applicable.

Specialty items shall be submitted in the following format:

SAMPLE

1. SPECIALTY ITEMS (CONTRACTOR FURNISHED & INSTALLED)				
ITEM	LABOR	MATERIALS	CONTRACTOR OH & P @ X%	TOTAL
8'-0" W X 7'-0"H Folding Partition as Per Drawings and Project Manual (Contractor)				

SAMPLE

2. SPECIALTY ITEMS (SUBCONTRACTOR FURNISHED & INSTALLED)					
ITEM	LABOR	MATERIAL	SUB- CONTR. OH&P @ 10%	CONTRA- CTOR OH&P @ 5%	TOTAL
Fan Coil Unit as per Drawings and Project Manual (Sub-Contractor)					

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 - PLUMBING CONTRACTORS
ITB20KO-110 (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 unit prices for components and services to be provided for the proper execution and completion of these Projects in accordance with the drawings and specifications that will be issued by various UF Facility 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 sums as enumerated on this and the following pages:

Note: The following Unit Prices for all materials and labor costs shall include all Contractor and Subcontractor Overhead and Profit.

No additional percentage multipliers for Overhead and Profit will be allowed for line items in the Contractor's List of Unit Prices. For specialty items not covered under the List of Unit Prices, see Section 00300 of this Bid Document.

LIST OF UNIT PRICES			
ITEM	DESCRIPTION (L = LABOR TO INSTALL/CONSTRUCT, M = MATERIALS)	UNIT	DOLLARS
01710	CLEANING		
01712	FINAL CLEANING PER SPECIFICATIONS	S.F.	
01760	INSTALLED CONSTRUCTION PROTECTION		
01761	TEMPORARY 2 X 4 AND ½" PAINTED PLYWOOD PARTITION; L/M	S.F.	
02210	DEMOLITION		
02111	TRASH REMOVAL (TRANSPORTATION TO DUMP SITE)	TON	
02112	DUMP FEES	TON	
6652	OVAL VITREOUS CHINA SINK, SELF RIMMING, UNDERMOUNTED IN COMPOSITE VANITY COUNTERTOP, EXCLUDING PLUMBING FIXTURES AND PIPING (Kohler 20 x 17 self rimming); L/M	EACH	
15100	PIPING (Assume Piping to be in plenum – not insulated)		

15101	3/4" POLYPROPYLENE PIPING; DI water L/M	L.F.	
15102	1-1/2" POLYPROPYLENE PIPING; DI water L/M	L.F.	
15103	1-1/2" CAST IRON PIPING; L/M	L.F.	
15104	1/2" TYPE "L" COPPER TUBING; L/M	L.F.	
15105	3/4" TYPE "L" COPPER TUBING; L/M	L.F.	
15106	1" TYPE "L" COPPER TUBING; L/M	L.F.	
15300	FIRE PROTECTION		
15301	RELOCATION OF FIRE SPRINKLER HEADS (WITHIN 6' OF EXISTING LOCATIONS); L/M	EACH	
15302	RELOCATION OF FIRST HEAD; L/M	EACH	
15303	RELOCATION OF EACH HEAD THEREAFTER; L/M	EACH	
15400	PLUMBING FIXTURES & TRIM		
15401	HOT & COLD WATER FAUCET: CHICAGO FAUCET #930 SINK FITTING W/VACUUM BREAKER & E7 SERRATED NOZZLE; L/M	EACH	
15402	HOT & COLD WATER SUPPLIES: HICAGO FAUCET # 1006 STOP W/ #994 ANGLEVALVE; L/M	EACH	
15403	GAS, AIR, VAC. FITTINGS (DECK-MOUNTED, DOUBLE): KEWAUNEE # W-0266-00, OR CHICAGO FAUCET # 981-907; L/M	EACH	
15404	GAS, AIR VAC. FITTINGS (CURB-MOUNTED), DOUBLE: KEWAUNEE # W-0285-02, OR CHICAGO FAUCET # 987-907; L/M	EACH	
15405	ISOLATION VALVES: APOLLO #80-100 SERIES "YRPV"; L/M	EACH	
15406	EMERGENCY SHOWER AND EYE WASH: BRADLEY MODEL S19-310BF OR SPEAKMAN SE-690-WCH-AL3; L/M	EACH	
15407	RECESSED EMERGENCY SHOWER AND EYEWASH (IN 3-5/8" STEEL STUDWALL): GUARDIAN EQUIPMENT MODEL GBF2160; L/M	EACH	
15408	STAINLESS STEEL SINK (19 x 19"); ELKAY LR-1922 W/ ELKAY #LK-2223 FAUCET AND ELKAY #LK-335 STRAINER; L/M	EACH	
15409	STAINLESS STEEL SINK (16" X13-1/2" X10"); ELKAY DLR-1919-10 W/ ELKAY #LK-2223 FAUCET AND ELKAY #LK-335 STRAINER; L/M	EACH	
15410	STAINLESS STEEL DOUBLE COMPARTMENT SINK (33" X 21" X7-1/4"); ELKAY W/ ELKAY PSFR3321 W/ #LK811-AT08-L2 FAUCET W/ SPRAY AND#LK-335 STRAINERS; L/M	EACH	
15411	A.D.A. COMPLIANT WALL HUNG VITREOUS CHINA LAVATORY (AMERICAN STANDARD "LUCERNE" OR EQUAL), INCLUDING IN-WALL MOUNTING CHAIR AND EXCLUDING PLUMBING FIXTURES AND PIPING; L/M	EACH	
15412	A.D.A. COMPLIANT WALL HUNG VITREOUS CHINA FLUSH VALVE WATER CLOSET (AMERICAN STANDARD OR EQUAL), INCLUDING IN-WALL MOUNTING CHAIR AND EXCLUDING PLUMBING FIXTURES AND PIPING; L/M	EACH	
15413	A.D.A. COMPLIANT WALL HUNG VITREOUS CHINA URINAL (AMERICAN STANDARD OR EQUAL), INCLUDING IN-WALL MOUNTING CHAIR AND EXCLUDING PLUMBING FIXTURES AND PIPING; L/M	EACH	
15414	WATER COOLERS AND DRINKING FOUNTAINS		
15414	WALL HUNG WATER COOLER (ELKAY "EBFSA 8" OR EQUAL), NOT INCLUDING PLUMBING; L/M	EACH	

NOTE: Specialty items or any items not included in the above list of **UNIT PRICES** shall be submitted in accordance with Section 00300.

LIST OF UNIT PRICES – HOURLY LABOR			
ITEM	HOURLY LABOR (PRIME CONTRACTOR)	UNIT	DOLLARS
0008	JOURNEYMAN PLUMBER	HOUR	
0009	APPRENTICE PLUMBER	HOUR	
0010	PLUMBER'S HELPER	HOUR	

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

ADDENDUM # _____ Dated _____

ADDENDUM # _____ Dated _____

ADDENDUM # _____ Dated _____

FLORIDA CONSTRUCTION INDUSTRIES BOARD CERTIFICATION: (MASTER PLUMBER)

(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 Contract Documents described hereinbefore, I have examined Contract Documents and local conditions affecting execution of Work before submitting this Bid Proposal, I have full authority to make the statements and commitment herein and submit this Bid Proposal in (its) (their) behalf, and all statements are true and correct.

Signed this _____ day of _____ 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

**UNIVERSITY OF FLORIDA
 JOB ORDER CONTRACTING - PLUMBING CONTRACTORS
 ITB20KO-110 (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 unit prices for components and services to be provided for the proper execution and completion of these Projects in accordance with the drawings and specifications that will be issued by various UF Facility 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 U. F. Project Manager for each individual project, for the sums as enumerated on this and the following pages:

Note: The following Unit Prices for all materials and labor costs shall include all Contractor and Subcontractor Overhead and Profit.

No additional percentage multipliers for Overhead and Profit will be allowed for line items in the Contractor's List of Unit Prices. For specialty items not covered under the List of Unit Prices, see Section00300 of this Bid Document.

LIST OF UNIT PRICES			
ITEM	DESCRIPTION (L = LABOR TO INSTALL/CONSTRUCT, M = MATERIALS)	UNIT	DOLLARS
01710	CLEANING		
01712	FINAL CLEANING PER SPECIFICATIONS	S.F.	
01760	INSTALLED CONSTRUCTION PROTECTION		
01761	TEMPORARY 2 X 4 AND ½" PAINTED PLYWOOD PARTITION; L/M	S.F.	
02210	DEMOLITION		
02111	TRASH REMOVAL (TRANSPORTATION TO DUMP SITE)	TON	
02112	DUMP FEES	TON	
6652	OVAL VITREOUS CHINA SINK, SELF RIMMING, UNDERMOUNTED IN COMPOSITE VANITY COUNTERTOP, EXCLUDING PLUMBING FIXTURES AND PIPING (Kohler 20 x 17 self rimming); L/M	EACH	
15100	PIPING (Assume Piping to be in plenum – not insulated)		

15101	3/4" POLYPROPYLENE PIPING; DI water L/M	L.F.	
15102	1-1/2" POLYPROPYLENE PIPING; DI water L/M	L.F.	
15103	1-1/2" CAST IRON PIPING; L/M	L.F.	
15104	1/2" TYPE "L" COPPER TUBING; L/M	L.F.	
15105	3/4" TYPE "L" COPPER TUBING; L/M	L.F.	
15106	1" TYPE "L" COPPER TUBING; L/M	L.F.	
15300	FIRE PROTECTION		
15301	RELOCATION OF FIRE SPRINKLER HEADS (WITHIN 6' OF EXISTING LOCATIONS); L/M	EACH	
15302	RELOCATION OF FIRST HEAD; L/M	EACH	
15303	RELOCATION OF EACH HEAD THEREAFTER; L/M	EACH	
15400	PLUMBING FIXTURES & TRIM		
15401	HOT & COLD WATER FAUCET: CHICAGO FAUCET #930 SINK FITTING W/VACUUM BREAKER & E7 SERRATED NOZZLE; L/M	EACH	
15402	HOT & COLD WATER SUPPLIES: HICAGO FAUCET # 1006 STOP W/ #994 ANGLEVALVE; L/M	EACH	
15403	GAS, AIR, VAC. FITTINGS (DECK-MOUNTED, DOUBLE): KEWAUNEE # W-0266-00, OR CHICAGO FAUCET # 981-907; L/M	EACH	
15404	GAS, AIR VAC. FITTINGS (CURB-MOUNTED), DOUBLE: KEWAUNEE # W-0285-02, OR CHICAGO FAUCET # 987-907; L/M	EACH	
15405	ISOLATION VALVES: APOLLO #80-100 SERIES "YRPV"; L/M	EACH	
15406	EMERGENCY SHOWER AND EYE WASH: BRADLEY MODEL S19-310BF OR SPEAKMAN SE-690-WCH-AL3; L/M	EACH	
15407	RECESSED EMERGENCY SHOWER AND EYEWASH (IN 3-5/8" STEEL STUDWALL): GUARDIAN EQUIPMENT MODEL GBF2160; L/M	EACH	
15408	STAINLESS STEEL SINK (19 x 19"); ELKAY LR-1922 W/ ELKAY #LK-2223 FAUCET AND ELKAY #LK-335 STRAINER; L/M	EACH	
15409	STAINLESS STEEL SINK (16" X13-1/2" X 10"); ELKAY DLR-1919-10 W/ ELKAY #LK-2223 FAUCET AND ELKAY #LK-335 STRAINER; L/M	EACH	
15410	STAINLESS STEEL DOUBLE COMPARTMENT SINK (33" X 21" X 7-1/4"); ELKAY W/ ELKAY PSFR3321 W/ #LK811-AT08-L2 FAUCET W/ SPRAY AND #LK-335 STRAINERS; L/M	EACH	
15411	A.D.A. COMPLIANT WALL HUNG VITREOUS CHINA LAVATORY (AMERICAN STANDARD "LUCERNE" OR EQUAL), INCLUDING IN-WALL MOUNTING CHAIR AND EXCLUDING PLUMBING FIXTURES AND PIPING; L/M	EACH	
15412	A.D.A. COMPLIANT WALL HUNG VITREOUS CHINA FLUSH VALVE WATER CLOSET (AMERICAN STANDARD OR EQUAL), INCLUDING IN-WALL MOUNTING CHAIR AND EXCLUDING PLUMBING FIXTURES AND PIPING; L/M	EACH	
15413	A.D.A. COMPLIANT WALL HUNG VITREOUS CHINA URINAL (AMERICAN STANDARD OR EQUAL), INCLUDING IN-WALL MOUNTING CHAIR AND EXCLUDING PLUMBING FIXTURES AND PIPING; L/M	EACH	
15414	WATER COOLERS AND DRINKING FOUNTAINS		
15414	WALL HUNG WATER COOLER (ELKAY "EBFSA 8" OR EQUAL), NOT INCLUDING PLUMBING; L/M	EACH	

NOTE: Specialty items or any items not included in the above list of **UNIT PRICES** shall be submitted in accordance with Section 00300.

LIST OF UNIT PRICES – HOURLY LABOR			
ITEM	HOURLY LABOR (PRIME CONTRACTOR)	UNIT	DOLLARS
0008	JOURNEYMAN PLUMBER	HOUR	
0009	APPRENTICE PLUMBER	HOUR	
0010	PLUMBER'S HELPER	HOUR	

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

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

FLORIDA CONSTRUCTION INDUSTRIES BOARD CERTIFICATION: (MASTERPLUMBER)

 (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 Contract Documents described hereinbefore, I have examined Contract Documents and local conditions affecting execution of Work before submitting this Bid Proposal, I have full authority to make the statements and commitment herein and submit this Bid Proposal in (its) (their) behalf, and all statements are true and correct.

Signed this _____ day of _____ 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](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products). The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>.

END OF SECTION