

Description

INTRODUCTION

The purpose of this contract is to simplify and expedite the execution of small construction projects at the University of Florida Gainesville Campus, St. Augustine properties, and IFAS research facilities and extension services in every county in the State of Florida. 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, 2023, through November 30, 2024, 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 General Contractors who have best complied with the qualifications described later in this Bid Document and has the lowest staffing cost percentage. It will be up to the discretion of the University which of the awarded 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.

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.

A single point of contact for each awarded contract will be required. Phone number 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.

SCHEDULE OF EVENTS

ITB Release: 10/2/2023

[Non-mandatory Virtual Pre-bid Meeting](#): 10/12/2023 at 2:00 PM

Contractor Questions Due: 10/19/2023

ITB Closes (Bids Due): 11/1/2023 at 3:00 PM

Bid contents will not be reviewed at the bid opening. 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.

Group 1: General

Instructions:

- 1.1 Contractor certifies 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. ★
- 1.2 Contractor agrees to abide by all terms and conditions contained in the Bid Documents and I certify that I am authorized to sign this bid for the Contractor and that the Contractor is in compliance with all the requirements of the Invitation to Bid, including but not limited to, certification requirements. ★
- 1.3 Provide Contractor's primary contact's name, phone and email address. ★
- 1.4 List of service areas (cities and/or counties) in Florida. ★

Group 2: Qualifications

Instructions:

- 2.1 Proof of applicant's Florida General Contractor's License in good standing. ★
- 2.2 Proof of Insurance. General Liability at least \$1,000,000.00 per occurrence with UF named additional insured. Automobile liability at least \$500,000 per occurrence with UF named additional insured. Worker's Compensation Chapter 440, Florida Statutes. ★
- 2.3 References: List and briefly describe three (3) projects of similar complexity described above in 1.3.A that have been completed within the last three (3) years. Include location, date of completion, names of contract, and names, addresses and contact information (phone and email) of owners. ★
- 2.4 Proposed personnel: List any Superintendent(s) and Project Manager(s) proposed for project staffing. ★
- 2.5 Provide a statement confirming past participation or willingness to discuss participation in UF's Mentor Protégé Program.

FY24-ITB-008 SMALL MINOR PROJECTS – GENERAL CONTRACTORS
NON-TECHNICAL SPECIFICATIONS

1.1 GENERAL DESCRIPTION OF PROJECTS:

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 (Gainesville) 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 to assure completion of the contract in a satisfactory manner. The General Contractor should have the manpower and capability of performing multiple projects simultaneously and provide full time supervision at all times while General Contractor's personnel are on site.

1.2 NON-MANDATORY PRE-BID CONFERENCE:

A Non-Mandatory Pre-Bid Conference will be held virtually on October 12, 2023, at 2:00 PM, at <https://ufl.zoom.us/j/91659082935>, for the purpose of considering questions posed by respondents for interested parties. Attendance is strongly encouraged.

1.3 QUALIFICATION OF BIDDERS:

- A. For the purpose of determining qualification of bidders, bid response should include the following documentation:
1. Proof of applicant's Florida General Contractor's License in good standing at the time of the receipt of bids, pursuant to Section 489, Florida Statute.
 2. Proof of Insurance as required in Article 19 of the General Terms and Conditions.
 - a. General Liability at least \$1,000,000.00 per occurrence – UF must be named additional insured
 - b. Automobile liability at least \$500,000 per occurrence – UF must be named additional insured
 - c. Worker's Compensation Chapter 440, Florida Statutes
 3. References: List and briefly describe three (3) projects of similar complexity described above in 1.1 that have been completed within the last three (3) years. Include location, date of completion, names of contract, and names, addresses and contact information (phone and email) of owners.
 4. Proposed personnel: List any Superintendent(s) and Project Manager(s) proposed for project staffing.
 5. Participation in the [University of Florida's Mentor Protégé Program](#) as a Mentor or Protégé is strongly encouraged. Provide a statement confirming past participation or willingness to discuss participation in UF's Mentor Protégé Program.

Please Note: No brokerage Contracts will be allowed. There will be no contract issued to "Jobbers" or "Brokers." Bidding Contractor will be the "Working" Contractor.

1.4 PRICING:

Contractors will provide staffing cost as a percentage of the total cost of work. Staffing costs are defined in Item 2.6 below under Definitions/Descriptions.

1.5 OVERHEAD & PROFIT AND GENERAL CONDITIONS:

Overhead & Profit and General Conditions are defined below in Items 2.4 and 2.5 respectively. The General Conditions and Overhead & Profit will be a fixed “not to exceed” fee percentage as described below.

O&P Fee Schedule	
Estimated Construction Cost	Not to Exceed Percentage
Values Up To	Fee Percentage
\$ 50,000.00	10.00%
\$ 60,000.00	9.75%
\$ 70,000.00	9.50%
\$ 80,000.00	9.50%
\$ 90,000.00	9.25%
\$ 100,000.00	9.00%
\$ 110,000.00	8.90%
\$ 120,000.00	8.80%
\$ 130,000.00	8.70%
\$ 140,000.00	8.60%
\$ 150,000.00	8.50%
\$ 160,000.00	8.40%
\$ 170,000.00	8.30%
\$ 180,000.00	8.20%
\$ 190,000.00	8.10%
\$ 200,000.00	8.00%

General Conditions Fee Schedule	
Estimated Construction Cost	Not to Exceed Percentage
Values Up To	Fee Percentage
\$ 50,000.00	6.00%
\$ 60,000.00	5.75%
\$ 70,000.00	5.50%
\$ 80,000.00	5.50%
\$ 90,000.00	5.25%
\$ 100,000.00	5.00%
\$ 110,000.00	4.96%
\$ 120,000.00	4.92%
\$ 130,000.00	4.88%
\$ 140,000.00	4.84%
\$ 150,000.00	4.80%
\$ 160,000.00	4.76%
\$ 170,000.00	4.72%
\$ 180,000.00	4.68%
\$ 190,000.00	4.64%
\$ 200,000.00	4.60%

1.6 QUESTIONS AND REQUESTS FOR CLARIFICATION:

Contractor questions and requests for clarification related to this ITB should be submitted on the Q&A Board no later than October 19, 2023.

1.7 WITHDRAWAL OF BIDS:

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 AWARD OR REJECTION OF BIDS:

- A. The contract, if awarded, will be awarded to the responsible and responsive bidders who have best complied with the qualifications described above and has the lowest staffing cost percentage.
- 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 a pool of General Contractors to provide minor construction services over the contract period. Each project will have a value of less than \$200,000.00.
- C. After award, it will be up to the discretion of the University which of the awarded Contractors will be selected to quote individual projects under this contract. Award does not guarantee work.

1.9 ESTIMATED ANNUAL CONTRACT VALUE:

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

1.10 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. A valid certificate of insurance as described in 1.3.A.2 above, shall be provided to and approved by UF Procurement Services before a Purchase Order will be issued.

1.11 UNBONDED CONSTRUCTION CONTRACTS/PROJECTS:

- A. On all construction projects where a performance and payment bond are not required to be provided, the following procedures shall be followed to ensure that laborers, materialmen and subcontractors performing work on University projects receive the payments due to them from the contractor.

The contractor, before beginning work or within two workdays thereafter, shall post in a conspicuous place on the project site the following notice:

"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, (name of facilities office), (address), 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.

1.12 PERIOD OF SERVICE

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, 2024, 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.

1.13 DIRECT PURCHASE PROGRAM

The Owner may elect to implement a direct purchase program whereby it may purchase materials and equipment included in any Subcontractor's bid for a portion of the Work directly from the supplier of such materials or equipment in order to achieve sales tax savings. Such materials and equipment are referred to as "Direct Purchase Materials". If Owner elects to implement a direct purchase program, it shall so notify the General Contractor in writing, and the terms of this paragraph shall govern, along with any Owner policy on Direct Purchase Materials. General Contractor may be required to obtain Design/Builder's risk insurance on the Direct Purchase Materials naming Owner as the insured or an additional insured, provided Owner shall reimburse Design/Builder for the cost of such insurance. Design/Builder shall act as Owner's agent and be responsible for safeguarding all Direct Purchase Materials.

1.14 RELATED SECTIONS

- A. Other documents affecting the work include, but are not necessarily limited to, the following:
1. General Terms and Conditions
<https://facilities.ufl.edu/wp-content/uploads/forms/contracts/GTC.pdf>
 2. Division 0 Non-Technical Specifications
<https://facilities.ufl.edu/wp-content/uploads/forms/contracts/Div0NonTechSpecs.pdf>
 3. Division 1 Non-Technical Specifications
https://facilities.ufl.edu/wp-content/uploads/forms/contracts/Div1_NonTech_Specs_SEPT_2020.pdf
 4. UF Design and Construction Standards
<https://facilities.ufl.edu/projects/forms-standards/design-construction-standards/>
 5. Standards, Policies, Regulations, Forms, Guides, Inspection & Closeout and References
<https://facilities.ufl.edu/projects/forms-standards/>
- a. Other Forms:
- Dig Permits:
<https://www.facilitieservices.ufl.edu/departments/utilities/dig-permits/>
 - Building Codes Enforcement Inspections:
<https://www.ehs.ufl.edu/departments/facility-support-services/building-codes-enforcement/inspections/>
 - Fire Plan Review and Inspection:
<https://www.ehs.ufl.edu/departments/facility-support-services/fire-safety/>

END OF SECTION

DEFINITIONS/DESCRIPTIONS

- 2.1 Work/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 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 2.4(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.

2.5 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.

2.6 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. provide full time supervision at all times while General Contractor's personnel are on site;
- B. supervise and coordinate the General Contractor's personnel and act as its primary liaison with the Owner;
- C. coordinate trade contractors and suppliers, and supervise Site construction management services;
- D. be familiar with all trade divisions and trade contractors' scopes of Work, all applicable building codes and standards, and the Contract for Construction;
- E. 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;
- F. prepare and maintain Project records, including process documents and daily logs;

- G. 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;
- H. schedule and conduct progress meetings with the Owner to review such matters as construction progress, schedule, shop drawing status, and other information as necessary;
- I. 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.
- J. 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;
- K. 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
- L. provide documentation necessary to the Owner for, and otherwise assist the Professional with, the preparation of the final "as-built" or record drawings.

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

PROJECT ORDER SYSTEM

3.1 DESCRIPTION:

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.

3.2 SEQUENCE:

- A. The UF Project Manager, as the Owner's representative, 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 request for quote 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. Percentages for General Conditions and Profit & Overhead will be in compliance with the "not to exceed" percentages provide above in 1.5. Staffing percentage will be no more than the percentage 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 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:
 - 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;
 - 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;

- Identify to the Owner in writing the subcontractors to which the General Contractor recommends award of subcontracts; and
 - 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 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. Additional documentation may include, but is not limited to, subcontractor invoices, materials invoices, Facilities Services and/or EHS inspection reports and permits.

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

Small Minor Projects - General Contractors

The purpose of this contract is to simplify and expedite the execution of small construction projects at the UF Gainesville Campus, St. Augustine properties, and IFAS facilities.

Open	10/2/2023 12:00 PM EDT	Type	Invitation To Bid
Close	11/1/2023 3:00 PM EDT	Number	FY24 -ITB-008
		Currency	US Dollar

Contacts

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Commodity Codes

None Added

Buyer Attachments

1. [Electronic Submission Instructions.docx](#)
2. [Small Minor GC Non-tech Specs.pdf](#)

Product Line Items

★ Product Line Items

1

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Delivery
P1	Staffing Cost Provide staffing cost as a percentage of the total cost of work. Staffing costs are defined in Item 2.6 Definitions/Descriptions in the Non-technical Specifications.	★	1	P1 - Percent	