

Description

INTRODUCTION

The purpose of this contract is to simplify and expedite the execution of small mechanical 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 Mechanical 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 Mechanical Contractors who have best complied with the qualifications and have the lowest pricing, both described later in this Bid Document. It will be up to the discretion of the University which of the awarded 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

ITB Closes (Bids Due): 11/1 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 Class A Air-Conditioning Contractor (CA) license or Mechanical Contractor (CM) 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 in the General Description of Projects (Item 1.1 of the Non-Technical Specifications) 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 Provide a statement confirming past participation or willingness to discuss participation in UF's Mentor Protégé Program.

FY24-ITB-009 SMALL MINOR PROJECTS – MECHANICAL CONTRACTORS
NON – TECHNICAL SPECIFICATIONS

1.1 GENERAL DESCRIPTION OF PROJECTS:

Typical projects assigned under this contract may include new construction, renovation, remodeling, consultation, troubleshooting, installation, replacement, modification, upgrade, alteration, fabrication, extension, maintenance and repair of any interior or exterior HVAC system equipment, and components thereof, including, but not limited to: packaged cooling units; power ventilators; ductwork (as limited by license), grilles, registers and diffusers; pneumatic controls; cooling towers; chilled/hot water piping; rigging; air handlers; balancing of systems; mechanical system; split system heat pumps, straight cool and self-contained; unit ventilators; oil/gas furnaces; pumps; variable frequency drives; chillers and all related equipment; and, cast iron sectional and tube type boilers and all related equipment including controls. As part of services, respondent shall have the ability to accurately analyze and troubleshoot HVAC systems using current diagnostic equipment and shall also be responsible for refrigerant handling. Projects may be located on the University of Florida main campus, St. Augustine historic buildings, or at other UF and IFAS facilities throughout the State of Florida. The maximum per-project construction cost is \$200,000.00. Contractor 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.

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 bidder's Class A Air-Conditioning Contractor (CA) license or Mechanical Contractor (CM) license in good standing, pursuant to Section 489, Florida Statute.
 2. Proof of Insurance as required in Article 19 of the General Terms and Conditions.
 - a. General Liability \$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 – per 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. 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 the Hourly Labor Rates.

Controls Technician shall have the knowledge, skills and ability to correctly and efficiently perform work in the installation, maintenance, modification, overhaul, service and repair of various types of HVAC control systems, specifically Johnson Controls or Siemens or Automated Logic Controls. It shall be required that *Controls Technician* meet the following minimum training requirements, experience and certification.

- Minimum 5 years of experience of “hands on” field experience working within the HVAC trade;
- Minimum 2 years of experience of “hands on” field experience maintaining, repairing, installing and calibrating instrumentation and programs of energy management control systems and associated direct digital control network devices in central plants and buildings.

Journeyman HVAC Mechanic shall have the knowledge, skills and ability to correctly and efficiently perform work in the installation, maintenance, modification, overhaul, service and repair of various types of heating, ventilating, and air conditioning systems and equipment. It shall be required by *Journeyman Mechanic* meet the following minimum training requirements, experience and certification:

- Competency Card (Journeyman) issued by a recognized state or municipal regulatory authority as certification of qualifications. Card shall be current;
- Comprehensive knowledge of, and minimum five (5) years continuous “hands-on” field experience working within the HVAC trade;
- EPA Certified;
- Class attendance and certification (as applicable) in the operation, service and maintenance of type or similar HVAC equipment currently represented in District.

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;

It is recognized certain complex HVAC systems may occasionally require the utilization of *Journeyman Mechanics* that have specific manufacturer training and certification. In such case, the Owner reserves the right to require only assigned personnel meeting those qualifications as identified.

Apprentice HVAC Mechanic shall have the knowledge, skills and physical ability to perform the most common and typical tasks of the trade and shall have a minimum of two (2) years verifiable field experience assisting and working under the direct, onsite and continuous supervision of a *Journeyman HVAC Mechanic*. *Apprentice* shall be currently enrolled and participating in a company, educational, union or trade association sanctioned HVAC trade program. The assignment and performance of work of an *Apprentice* shall be of a higher grade and difficulty than that of a *Trades Helper*

based on any common and known standards within the HVAC industry. This shall be considered a technical position requiring knowledge and application of standard trade practices.

HVAC Trades Helper shall have a verifiable minimum of six (6) months experience assisting and working under the direct, onsite, and continuous supervision of a *Journeyman HVAC Mechanic*. *Trades Helper* shall have the knowledge, skills and physical ability to perform the most common and typical tasks of the trade.

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:

Provide an hourly labor rate for each personnel classification described above and percentage markup for materials.

1.5 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.

1.6 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.

1.7 BID EVALUATIONS:

Bidder's hourly rates will be assigned points. The value of the points will be determined by the number of bids received, with the lowest bidder receiving highest point value and how the hourly rate compares to each corresponding hourly rate submitted by other bidders. If, for example, four bids are received, the maximum number of points given to each hourly rate category will be four points to the lowest bidder. The next lowest hourly rate in that category will be assigned three points, and so on, down to the highest hourly rate which will be assigned one point. Hourly rates answered by "no charge" (N/C) or Zero dollars (\$0.00) will be assigned the highest number of points. Hourly rates answered by "not available" (N/A) or No Response (left blank) will be given no points. It is to your advantage to fill in every line item.

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 in 1.3, and has the highest point score as described in 1.7.
- 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 Contractors to provide minor mechanical 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 in 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, Florida, 32611, 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.

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

1.13 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

PROJECT ORDER SYSTEM

2.1 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.

2.2 SEQUENCE:

- A. The UF Project Manager, as the Owner's representative, having previously ascertained project scope from end 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 Mechanical Contractor will respond to the UF Project Manager, within the time specified, preferably with a computerized (or typed) quotation. The quote will include a labor and material breakdown, including hourly rates for labor and materials markup, not more than the rates submitted with the contractor's bid.
 4. If subcontractors are involved, the contractor will provide documentation as described below with their quotation.
 - a. If the Mechanical Contractor subcontracts, they must show evidence to the 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 Mechanical 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 Mechanical 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 Mechanical 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. Contractor will not start work until an official UF Purchase Order has been received by the Contractor.
- 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 all punchlist items are completed, the Contractor may submit the invoice to the UF Projects 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 - Mechanical Contractors

The purpose of this contract is to simplify and expedite the execution of small mechanical 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-009
		Currency	US Dollar

Contacts

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Phone +1 352-294-1163

Commodity Codes

None Added

Buyer Attachments

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

Product Line Items

★ Product Line Items

1 Regular Time Hourly Rates

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Delivery
P1	Controls Technician (Regular Time)	★	1	HR - Hour	
P2	Journeyman HVAC Mechanic (Regular Time)	★	1	HR - Hour	
P3	Apprentice HVAC Mechanic (Regular Time)	★	1	HR - Hour	
P4	HVAC Trades Helper (Regular Time)	★	1	HR - Hour	

2 Nights/Weekends Hourly Rates

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Delivery
P1	Controls Technician (Nights/Weekends)	★	1	HR - Hour	
P2	Journeyman HVAC Mechanic (Nights/Weekends)	★	1	HR - Hour	
P3	Apprentice HVAC Mechanic (Nights/Weekends)	★	1	HR - Hour	
P4	HVAC Trades Helper (Nights/Weekends)	★	1	HR - Hour	

3 Materials Markup

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Delivery
P1	Materials Markup Percentage	★	1	P1 - Percent	