

Description

SCOPE OF WORK

The University of Florida is seeking vendors to provide all materials, supplies, equipment, supervision and labor necessary for painting exterior and interior of University of Florida (UF) buildings and pressure washing, power washing and soft washing sidewalks, roofs and exterior of UF buildings. Painting substrates include but are not limited to steel, plaster, metal, brick, aluminum, wood, gypsum board, galvanized metal, concrete, fiberglass, EFIS, or cinder block. Interior painting may include but is not limited to classrooms, offices, corridors, mechanical/electrical rooms, animal rooms and support areas, doors, door frames and trim. The intent is to establish a pool of vendors on an indefinite quantity contract to be utilized on an “as needed per job” basis.

General

1. Onsite storage of materials and equipment may or may not be available, depending on the project location. This information will be made available to the vendor prior to the vendor quoting the project.
2. Vendor shall make every effort to keep any interruptions of normal University operations to an absolute minimum; this shall be coordinated with appropriate University personnel. Vendor shall provide barricades and signs to direct traffic away or around work area as required.
3. The vendor is responsible for the provision of adequate and proper safety precautions for both vendor staff and all persons in or around the work area.
4. Any changes in work schedule must be coordinated with appropriate University staff.

Quotes

1. The University will provide project specifications and/or scope of work for each individual project.
2. Vendor will provide written quote for each project. The quote will include a labor and material breakdown, including but not limited to square footage and price per square foot, permitting cost (if required), detailed price list of materials, cost of rental equipment (if required), markup for materials and rental equipment, and completion date. It will be the vendor’s responsibility to ensure they have all information to prepare accurate estimates.
 - Pricing breakdown must appear on the quote and on invoices submitted for work completed.
 - Vendor will receive a purchase order for each individual project.
 - Prior to payment of the final invoice, all work and corrections will be inspected and accepted by an authorized representative of the University.

Equipment/Labor/Materials

1. For preparation of substrates and general painting requirements reference “Division 9 – Finishes” in UF Design & Construction Standards: <https://facilities.ufl.edu/wp-content/uploads/2022/10/090000-rev-092122-final.pdf>
2. Vendor must furnish all labor, equipment and tools necessary for general painting, including minor repair of walls of University buildings. Vendor may be required to supply paint for some jobs, but in other cases the University will supply paint for the job. The University will specify the exact type and color of paint, and whether the paint will be University or vendor provided, prior to the vendor quoting the project.
3. Vendor may be asked to provide samples of each color and finish selection and to demonstrate aesthetic effects and set quality standards for materials and execution.
4. Vendor may be asked to provide maintenance materials at the end of a project such as five (5) one (1)-gallon cans of trim paint. This will be communicated to the vendor prior to the vendor quoting the project.
5. Pressure washing, power washing and soft washing may include removing debris and foreign materials from surface of area to be cleaned.
6. Detergents, degreasers or other chemicals (if any) used for cleaning will be approved by the appropriate UF personnel. Environmentally friendly (“green”) products are preferred, if cost effective.
7. Vendor may be asked to provide, with their quote, MSDS Sheets for materials used in a particular project.
8. Lead Based Paint: Vendor must comply with the Environmental Protection Agency’s 2008 Lead-Based Paint Renovation, Repair and Painting (RRP) Rule (as amended in 2010 and 2011), which aims to protect the public

from lead-based paint hazards associated with renovation, repair and painting activities. These activities can create hazardous lead dust when surfaces with lead paint, even from many decades ago, are disturbed. The rule requires workers to be certified and trained in the use of lead-safe work practices, and requires renovation, repair, and painting firms to be EPA-certified. These requirements became fully effective April 22, 2010. More information can be found at <https://www.epa.gov/lead/lead-renovation-repair-and-painting-program-rules>.

9. The Contractor is responsible for the finish of the work. Should any surface be found unsuitable to produce an even paint or sealant finish, the University representative shall be notified in writing and no material shall be applied until the unsuitable surfaces have been made satisfactory according to University requirements. Beginning coating application constitutes vendor's acceptance of substrates and conditions.

Rental Equipment

1. In the event vendor must rent equipment for a specific project, the cost to the University will be calculated based on the vendor's cost from the rental facility plus vendor's mark-up.
2. Written approval from a University representative is required prior to the use of rental equipment.
3. The vendor's quotes and invoices will clearly show the description of rental equipment used, number of hours or days of active use, cost, and vendor's mark-up. A copy of the vendor's rental equipment invoice from the rental facility will be submitted as back-up with the vendor's quote and invoice.

SCHEDULE OF EVENTS

ITB Release: 10/5/2023

[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 Evidence that bidder is licensed by the appropriate government agency.
- 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 of projects/jobs of similar size and/or complexity which have been completed satisfactorily over the last three (3) years. Include location, date of completion, names of contract, and names, addresses and contact information (phone and email) of owners. ★

PAINTING AND PRESSURE/POWER WASHING NON-TECHNICAL SPECIFICATIONS

1. **GENERAL DESCRIPTION OF PROJECTS** – Painting exterior and interior of University of Florida (UF) buildings and pressure washing, power washing and soft washing sidewalks, roofs and exterior of UF buildings. Painting substrates include but are not limited to steel, plaster, metal, brick, aluminum, wood, gypsum board, galvanized metal, concrete, fiberglass, EFIS, or cinder block. Interior painting may include but is not limited to classrooms, offices, corridors, mechanical/electrical rooms, animal rooms and support areas, doors, door frames and trim. 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. 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 should also have the manpower and capability of performing multiple projects simultaneously.
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.
3. **QUALIFICATIONS OF BIDDERS** - This bid will be awarded only to responsible bidders qualified by experience and expertise to provide the work specified. For the purpose of determining qualification of bidders, bid responses should include the following documentation:
 - A. Evidence that bidder is licensed by the appropriate government agency to perform the work specified.
 - B. 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
 - C. References: List of projects/jobs of similar size and/or complexity which have been completed satisfactorily over 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. **PRICING** – Provide an hourly labor rate for each personnel classification and percentage markup for materials. Contractors can choose to bid on painting and/or pressure washing.
5. **QUESTIONS AND REQUESTED 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.
6. **BID PRICING EVALUATION** – Pricing will be evaluated based on each bidder's average hourly rates. Painting and Pressure Washing hourly rates will be viewed independently of each other.
7. **AWARD** – Award will be made in the best interest of the University to a pool of vendors which meet the requirements specified herein and has the lowest average hourly rate. After award, it

will be up to the discretion of the University which of the awarded vendors will be selected to quote individual projects under this contract. Award does not guarantee work.

8. **CONTRACT TERM** - The effective period of contract resulting from this bid will be from the December 1, 2023, through November 30, 2024. The University of Florida shall have the option to renew this bid for three (3) additional one (1)-year periods upon written notice to and acceptance by the contractor. Renewal of this contract shall be contingent upon satisfactory evaluations by the University.
9. **CANCELLATION** - University Procurement, by written notice, may terminate in whole or in part any contract resulting from this Invitation to Bid, when such action is in the best interest of the University. If the contract is terminated, the University shall be liable only for payment of services rendered prior to the effective date of the termination.
10. **INSURANCE REQUIREMENTS:** The Successful Vendor shall purchase from and maintain with a company or companies, lawfully authorized to do business in Florida and acceptable to the University, such insurance as will protect the Successful Vendor from claims arising out of or resulting from the Successful Vendor's operations under the Agreement and for which the Successful Vendor may be legally liable, whether such operations be by the Successful Vendor or by their subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be issued and countersigned by representatives of such companies duly authorized for the State of Florida and shall be written on ISO standard forms or their equivalents. The Successful Vendor shall file with the University Certificates of Insurance prior to the commencement of this Agreement and shall file Certificates of Insurance evidencing the renewal of such policies at least thirty (30) days prior to the date that each applicable insurance policy is scheduled to expire. Please note that the University of Florida must be named "additional insured" on automobile and general liability policies.

General Liability Insurance– The Successful Vendor shall provide the ISO Commercial General Liability policy for general liability coverage's for limits of not less than of \$1,000,000 per occurrence. Coverage shall be maintained without interruption from date of commencement of work until date of final payment.

Worker's Compensation- The Successful Vendor shall secure and maintain for the life of this Agreement, valid Worker's Compensation Insurance as required by Chapter 440, Florida Statutes (if applicable.)

Automobile Liability- The Successful Vendor shall secure and maintain, during the life of this Agreement, Automobile Liability insurance on all vehicles against bodily injury and property damage in at least the amount of \$100,000.00 per person, \$500,000.00 per occurrence.

11. **AVAILABILITY OF FUNDS** - The State of Florida's and the University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature of the State of Florida.
12. **PRICE INCREASES** - Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be in writing, submitted at least 60 days prior to the end of the current Agreement period, and shall be supported by written evidence of increased costs. The University will not approve unsupported price increases that will merely increase the gross profitability of the Vendor at the expense of the University. Price change requests shall be a factor in the Agreement extension review

process. The University shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University.

13. **OTHER PURCHASERS** – With the consent and agreement of the successful bidder(s) purchases may be made under this ITB by other state universities, community colleges, district school boards, other educational institutions, and other governmental agencies within the state of Florida. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation as provided in Rule 6C1-3.020 (5)(f) 3 Fla. Admin. Code.
14. **PUBLIC ENTITY CRIME** - A person or affiliate who has been placed on the convicted vendor list by the Department of Management Services, State of Florida, may not submit a proposal on a contract to provide any goods or services, including construction, repairs, or leases and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant for the University of Florida for a period of 36 months from the date of being placed on the convicted vendor list, a "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or any entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime (Section 287.133 Florida Statutes).
15. **FEDERAL DEBARMENT** - By signing this bid/proposal, the offeror certifies, to the best of its knowledge or belief, that the offeror and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; or have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them in connection with a public contract or subcontract; or are not criminally or civilly charged by a governmental entity with commission of offenses; or has not within a three year period preceding this offer had a contract terminated for default by any Federal agency. (Federal Acquisition Regulation 52.209-5).
16. **DISCRIMINATION** – An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.
17. **EQUAL OPPORTUNITY** - University of Florida is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or physical or mental disability. **The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), (or for construction contractors, 41 CFR § 60-4.3(a)), 60-300.5(a) and 60-741.5(a), and Executive Order 11246, as amended. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these**

regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to the aforementioned protected groups.

18. **AMERICANS WITH DISABILITY ACT** - If special accommodations are needed in order to attend a pre-proposal meeting or a proposal opening, contact 352-392-1331 or email at procurement@ufl.edu, three business days prior to bid opening.
19. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, F.S. All suppliers must disclose with their bid the name of any officer, director, or agent who is also an employee of the University of Florida. Further, all suppliers must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the supplier's firm or any of its branches.
20. **CONTRACTOR SHALL IMPLEMENT** - a drug-free workplace program in accordance with the requirements of Section 440.102, Florida Statutes.
21. **OSHA REGULATIONS** – It is the responsibility of the contractor to ensure that all OSHA regulations applying to the project are adhered to at all times.
22. **NOTICE TO CONTRACTOR:** - The University shall consider the employment by any contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this contract.
23. **E-VERIFY COMPLIANCE** - Agency is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Compliance with Section 448.095, Fla. Stat., includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Supplier affirms and represents that it is registered with the E-Verify system and are using same and will continue to use same as required by Section 448.095, Fla. Statute.
24. **TOBACCO-FREE CAMPUS POLICY** – The University of Florida is a tobacco free campus. The use of cigarettes, electronic cigarettes or other tobacco products on UF campus, including in parking lots and vehicles, is not permitted and in violation of UF policy 6C1-2.022. The successful vendor(s) is/are expected to respect this tobacco free policy and fully comply with it.
25. **OPEN COMPETITION** - The University encourages free and open competition among vendors. Whenever possible, specifications and proposal terms and conditions are designed to accomplish the objective, consistent with the necessity to satisfy the University's needs and the accomplishment of a sound economical operation. The vendor's signature on the proposal guarantees that the prices quoted have been established without collusion with other vendors and without effort to preclude the University from obtaining the lowest possible competitive price. The vendor certifies that its officers or employees have not bribed or attempted to bribe or influence in any way on officer, employee or agent of the University.
26. **USE OF TERMS** - The terms University of Florida, University, and UF, are used synonymously in this Invitation to Bid unless otherwise indicated. The terms vendor, proposer, bidder, builder and contractor are used synonymously in this ITB unless otherwise indicated.
27. **ITB INTERPRETATION** – Interpretation of the wording of this document will be the responsibility of the University and that interpretation will be final and binding.
28. **SUBCONTRACTORS** – Vendor will not subcontract all or any portion of painting services without the University's written consent. If the University approves subcontracting by vendor,

performance by vendor's subcontractors will be deemed to be performance by vendor, and vendor will be responsible for ensuring that all such performance complies with the provisions of this Agreement.

29. **INVOICES** – All invoices will need to contain either a UF purchase order number or the 8-digit department ID number of the department with which you are doing business. All invoices for payment should be submitted to the University of Florida via:

Email: ufl.invoices@trustflowds.com or by

Fax: 570-496-5411 or by

Mail: University of Florida
Attn: Accounts Payable
PO Box 3357
Scranton, PA 18505

30. 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

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

Campus Painting and Pressure Washing Services (Reissued)

The purpose of this contract is to simplify and expedite the execution of painting and pressure washing services at the UF Gainesville Campus, St. Augustine properties, and IFAS facilities.

Open	10/5/2023 3:00 PM EDT	Type	Invitation To Bid
Close	11/1/2023 3:00 PM EDT	Number	FY24 -ITB-017
		Currency	US Dollar

Contacts

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Commodity Codes

None Added

Buyer Attachments

1. [Electronic Submission Instructions.docx](#)
2. [Painting - Pressure Washing Non-Tech Specs_10.5.pdf](#)

Product Line Items

★ Product Line Items

1 Painting Regular Time Hourly Rates

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Delivery
P1	Project Manager/Supervisor (Regular Time)		1	HR - Hour	
P2	Painter (Regular Time)		1	HR - Hour	
P3	Painter's Helper (Regular Time)		1	HR - Hour	

2 Painting Nights/Weekends Hourly Rates

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Delivery
P1	Project Manager/Supervisor (Nights/Weekends)		1	HR - Hour	
P2	Painter (Nights/Weekends)		1	HR - Hour	
P3	Painter's Helper (Nights/Weekends)		1	HR - Hour	

3 Pressure/Power Washing Regular Time Hourly Rates

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Delivery
P1	Project Manager/Supervisor (Regular Time)		1	HR - Hour	
P2	Pressure/Power Washing Technician (Regular Time)		1	HR - Hour	
P3	Pressure/Power Washing Helper (Regular Time)		1	HR - Hour	

4 Pressure/Power Washing Nights/Weekends Hourly Rates

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Delivery
P1	Project Manager/Supervisor (Nights/Weekends)		1	HR - Hour	
P2	Pressure/Power Washing Technician (Nights/Weekends)		1	HR - Hour	
P3	Pressure/Power Washing Helper (Nights/Weekends)		1	HR - Hour	