SUBMIT BID TO:

PURCHASING DEPARTMENT UNIVERSITY OF CENTRAL FLORIDA 12479 RESEARCH PARKWAY, BLDG. 600 ORLANDO, FL 32826

Phone: (407)823-2661 – Fax (407) 823-5551 www.purchasing.ucf.edu

the reason in the space provided above. Failure to respond without

justification may be cause for removal of the bidder's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID," and it must be received no later than the stated bid opening date and

hour.

University of Central Florida INVITATION TO BID

Contractual Services

Acknowledgment Form

Page 1 of 21 Pages BIDS WILL BE OPENED January 17, 2013 at 2:00 pm			2013 at 2:00 pm	ITB NO. 1210MSA	
		and may not be withdrawn within 120	days after such date and time.		
UNIVERSITY I	MAILING DATE:	ITB TITLE: LANDSCAPE MAII	NTENANCE SERVICES		
	•	I IFICATION NUMBER OR S.S. NUMBER			
VENDOR NAM	ΛΕ		REASON FOR NO BID:		
VENDOR MAII	LING ADDRESS				
CITY - STATE	- ZIP CODE		POSTING OF PROPOS	AL TABULATIONS	
AREA CODE	TELEPHONE	NO.	Proposal tabulations with intended award(s) will be pos		
			for review by interested parties	•	
	TOLL FREE N	IO.	Department, our solicitation we Florida's Vendor Bid System a	1 0	
			period of 72 hours. Failure to file a protest within the time prescribed in UCF Regulation 7.130(5) at		
	FAX NO.				
			http://regulations.ucf.edu/chapter7/index.html shall constitute a waiver of proceedings under that regulation.		
	Zovernme	nt Classifications	I certify that this bid is made without prior u		
		all applicable	with any corporation, firm or person sub supplies, or equipment and is in all respec	mitting a bid for the same materials	
			agree to abide by all conditions of this bid and certify that I am authorized to sig this bid for the bidder and that the bidder is in compliance with all requirements the Invitation to Bid, including but not limited to, certification requirements. I submitting a bid to an agency for the State of Florida, the bidder offers and agree		
	American	□ American Women			
□ Asian-H □ Hispanio	lawaiian c	☐ Government Agency☐ MBE Federal	that if bid is accepted, the bidder will conve Florida all rights, title and interest in and	y, sell, assign or transfer to the State of	
-	American	□ Non-Minority	hereafter acquire under the Anti-trust laws Florida for price fixing relating to the particl	of the United States and the State	
□ Non-Profit Organization □ Pride			or acquired by the state of Florida. At the State's discretion, such assignment shi be made and become effective at the time the purchasing agency tenders fin		
□ Small Business Federal □ Small Business State			payment to the bidder.	o the paramaoning agency tendere init	
CENEDAL	CONDITIO	ONE			
<u>GENERAL</u>	CONDITIO	<u> </u>			
		and this form must be executed and			
		(DO NOT INCLUDE MORE THAN ONE of the envelope shall contain, in addition			
		and time of the bid opening and the bid ed on attached bid price sheets when			
required shall be	rejected. All bids	s are subject to the terms and conditions do not comply with these terms and	AUTHORIZED SIGNATI	 URE	
conditions are s	ubject to rejection	on. The terms Contractor, Payee and			
	N OF BIDs: Each	b id must contain a manual signature of	AUTHORIZED NAME (T	YPEN/PRINTEN	
		e space provided above. Each bid must of erasable ink is not permitted. All	AUTHORIZED HAME (I	ii LD/i Kiiti LD/	
corrections to price	ces made by the	bidder must be initialed. The company			
name and F.E.I.D. or social security number must appear on each pricing page of the Bidder as required.			TITLE		
2. NO BID SUBMITTED: If not submitting a bid, respond by returning only this bidder acknowledgment form, marking it "NO BID" and explain					

CONTACT NUMBER

3. BID OPENING: The bid opening shall be public, on the date, location and the time specified on the bid form. It is the bidder's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after opening of the bids unless allowed by the Director of Purchasing in accordance with established procedures.

NOTE: Bid tabulations will be posted at the Purchasing Department and can be furnished via email upon request. Only bid tabulations with minimal line items will be provided by telephone.

- **4. PRICES, TERMS AND PAYMENT**: Firm prices shall be bid and include all services/commodities rendered to the purchaser.
- (a) TAXES: The State of Florida is a tax-immune sovereign and exempt from the payment of all sales, use and excise taxes.
- **(b) DISCOUNTS:** Cash discount for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.
- (c) MISTAKES: Bidders are expected to examine the conditions, scope of work, bid prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the bidder's risk.
- (d) INVOICING AND PAYMENT: All vendors must have on file a properly executed W-9 form with their Federal Employer Identification Number prior to payment processing.

Vendors shall submit properly certified original invoices to:

Finance & Accounting 12424 Research Parkway, Suite 300 Orlando, Florida 32726-3249

Invoices for payment shall be submitted in sufficient detail for a proper preaudit and post-audit. Prices on the invoices shall be in accordance with the price stipulated in the contract at the time the order is placed. Invoices shall reference the applicable contract and/or purchase order numbers. Invoices for any travel expenses shall be submitted in accordance with the State of Florida travel rates at or below those specified in Section 112.061, Florida Statutes and applicable UCF policies. Travel Reimbursement must be made using the UCF Voucher for Reimbursement of Traveling Expenses available on the web at http://www.fa.ucf.edu/forms/forms.cfm#.

Final payment shall not be made until after the contract is complete unless the University has agreed otherwise.

Interest Penalties: Vendor interest penalty payment requests will be reviewed by the UCF ombudsman whose decision will be final.

Vendor Ombudsman: A vendor ombudsman position has been established within the Department of Finance & Accounting. It is the duty of this individual to act as an advocate for vendors who may be experiencing problems in obtaining timely payments(s) from the University of Central Florida. The Vendor Ombudsman can be contacted at (407) 823-1040 or by mail at the address in paragraph 4.(d) above.

The ombudsman shall review the circumstances surrounding non-payment to determine:

- if an interest payment is due;
- the amount of the payment; and
- shall ensure timely processing and submission of the payment request in accordance with University policy.
- 5. CONFLICT OF INTEREST: Submission of this Invitation to Bid (ITB) shall certify that the Bidder is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements of Chapter 112, Florida Statutes and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. The Bidder certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section by the Bidder shall be grounds for rejection of the bid or the cancellation of any contract or purchase order resulting from this ITB, without penalty to the University of Central Florida. No person or firm who receives a contract to perform a feasibility study for potential implementation of a subsequent contract, participates in the drafting of a competitive solicitation, assist in design or develops a program for future implementation shall be eligible to contract with the University of Central Florida for any project dealing with that specific subject matter. Bidders must disclose with their bids any such conflict of interest dealing with that specific subject matter in accordance with chapter 255,FS.
- **6. AWARDS:** At the sole discretion of the University of Central Florida, the right is reserved to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. Product substitutions may be submitted for evaluation of equivalency unless

specifically indicated otherwise. Bidders shall have burden of proof of equivalency.

- 7. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality of the services offered on this bid performance of the items offered on this bid prior to their completion, it shall be the responsibility of the successful bidder to notify the purchaser at once, indicating in writing the specific regulation which requires an alteration. The University of Central Florida reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the University.
- 8. LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county and local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the University of Central Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise: and lack of knowledge by any bidders shall not constitute a cognizable defense against the legal effect thereof.
- **9. ADVERTISING:** In submitting a bid, the Bidder agrees not to use the results therefrom as a part of any commercial advertising.
- 10. ASSIGNMENT: Any contract or purchase order issued pursuant to this Invitation to Bid and the monies which may become due thereunder are not assignable, except with the prior written approval of the University of Central Florida. Under no circumstances shall the Bidder assign to a third party any right or obligation of the Bidder pursuant to any contract or purchase order resulting from this Invitation to Bid, without prior written consent of the University. If the Bidder is, or during the term of this Invitation to Bid or during the term of any contract or purchase order resulting from this ITB becomes an individual on the payroll of the State of Florida, the Bidder represents that he or she has complied with all applicable provisions of the Florida Statutes and Florida Administrative Code regarding outside or dual employment and compensation.
- **11. FACILITIES:** The University reserves the right to inspect the Bidder's facilities at any time with prior notice.
- 12. PUBLIC RECORDS: Any contract or purchase order issued pursuant to this Invitation to Bid may be canceled unilaterally by the University for refusal by the Bidder to allow public access to all papers, documents, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Bidder in conjunction herewith or any contract or purchase order issued pursuant to this Invitation to Bid.
- 13. RECORDS: The Bidder agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities pursuant to a contract or purchase order issued pursuant to this Invitation to Bid. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under a contract or purchase order issued pursuant to this Invitation to Bid. University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of a contract or purchase order issued pursuant to this Invitation to Bid, upon reasonable notice to the Bidder.

Introduction

The objective of this Invitation to Bid (ITB) is to enable the University of Central Florida (UCF) to enter into a term agreement with a Landscape Contractor to provide landscape maintenance services. The work will consist of landscape maintenance services for five (5) properties as listed below in the scope of work (starting on page 11).

POSTING OF BID TABULATIONS:

- A. Bids will be opened at the Purchasing Department at the assigned date and time identified in this ITB.
- B. Bid tabulations will be posted at such time as the Purchasing Department provides notice of intended decision or until 30 days after a public opening of the bids, whichever is earlier.
- C. Notice of a decision or intended decision of award will be posted for a period of 72 hours.
- D. Failure to file a protest within the time prescribed in UCF Regulation 7.130(5) shall constitute a waiver of proceedings under that regulation.
- BID OPENING: Bids will be received and opened January 17, 2013 at 2:00 pm in the Purchasing Department, Orlando Tech Center, 12479 Research Parkway, Bldg. 600, Orlando, Florida. Time of opening will be local date and time at this location. Bidders will submit an original and two (2) electronic copies (CD or flash drive preferred). BID DOCUMENTS CAN TO BE OBTAINED AT

http://www.purchasing.ucf.edu/bids/index.asp

3. ADDITIONAL INFORMATION & QUESTIONS: We encourage questions or comments which might aid in the improvement of our existing specifications. The university will not give verbal answers to inquiries regarding the specifications, or verbal instructions prior to or after award of the bid. A verbal statement regarding same by any person shall be <u>non-binding</u>. The university is not liable for any increased cost resulting from the bidder accepting verbal direction. All changes, if necessary, shall be made by written addendum to the bid.

Any explanation desired by vendors must be requested of the University of Central Florida Purchasing Department in writing by December 21, 2012 at 5:00 pm. Inquiries must be legible and concise and must clearly identify the bidder who is submitting the inquiry (clearly identify on cover of envelope that contents inside are only questions concerning the bid and not the actual bid response), and if an explanation is necessary, a reply shall be made in the form of a written addendum. Specifications, terms and conditions may not be changed except by formal written addendum, issued by UCF, a copy of which will be forwarded to each vendor who has received a set of the bid documents from the University. Vendors obtaining bid documents from any other source must notify the University of their name, address, telephone and facsimile numbers in order to receive any addenda. Direct all inquiries/questions, preferably via email to:

Brian Sargent
University of Central Florida
Purchasing Department
12479 Research Parkway, Bldg. 600
Orlando, Florida 32826
Ph. 407-823-2661
Fax 407-823-5551
brian.sargent@ucf.edu

4. DELIVERY: Specify delivery date after receipt of order in terms of days or weeks on bid sheet. Failure to do this may be cause for rejection of the bid. Commodities delivery is to be made to UCF's Central Receiving location (UCF, Building 16E, Libra Drive, Orlando, FL 32816). When delivery is specified to a location other than the University's Central Receiving Department, vendor shall direct its carrier to telephone the University's Central Receiving Department before

unloading. Delivery of all shipments shall occur between 9:00 a.m. and 4:00 p.m., Mondays through Fridays only, except on State of Florida or U.S. holidays. Indicated on the face of this Invitation to Bid is the "Delivery Desired By" date; failure to make delivery by or before "Delivery Desired By" shall be grounds for rejection of the bid .or the cancellation of any contract or purchase order resulting from this ITB, without penalty to the University of Central Florida.. The University of Central Florida is committed to sustainable practices. Palletized shipments should not exceed 1500 pounds per pallet and when possible, should be shipped on a 40"x48" pallet. Payee shall include a packing list showing contents of shipment (if shipment is made in two or more containers). No boxing, packing, installation, assembly, or similar charges (not included in the item price) will be allowed unless expressly and specifically authorized in writing by the University on the face of any purchase order or contract resulting from this ITB.

- 5. PARKING: The Payee shall ensure that all vehicles parked on campus for purposes relating to work resulting from this ITB shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with University's Parking Services Department, and parking permits must be purchased by the Payee. Payee's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of Payee or Payee's employees. UCF's Parking Services Department can be contacted at (407) 823-5812 for additional information pertaining to parking and parking fees/rates.
- 6. EMPLOYMENT OF ALIENS: The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract by the University without penalty to the University.
- 7. AVAILABILITY OF FUNDS: The obligations of the University under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.
- 8. AWARD: Award will be on an "All-or-None Per Lot" basis. The University will either accept or reject your offer on a "per lot" basis. We reserve the right to award both lots to one vendor, if it is in the best interest of the University. Bids will be evaluated on the basis of advantages and disadvantages to the University that might result from making more than one award (multiple awards). It is assumed, for the purpose of evaluating bids that \$250 would be the administrative cost to UCF for issuing and administering each contract awarded under this solicitation, and individual awards will be for the bids that result in the lowest aggregate cost to the University, including the assumed administrative costs.
- 9. ADDITIONAL QUANTITIES: The University reserves the right to increase or decrease total quantities as necessary. The University can order additional quantities of the same commodities solicited as long as it is within 120 days after expiration of the contract resulting from this ITB. Total additional quantities, if any, are unknown.
- 10. CANCELLATION/TERMINATION: UCF may terminate a contract resulting from this ITB without cause on thirty (30) days' advanced written notice to the vendor. The parties to the contract resulting from this ITB may terminate that contract at any time by mutually consenting in writing. Either party may terminate the contract resulting from this ITB immediately for breach by the other that remains substantially uncured after thirty (30) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party. The University shall be liable only for payment for services satisfactorily rendered or goods satisfactorily delivered and accepted from the date of commencement until the effective date of cancellation/termination.

- 11. QUALIFICATION OF BIDDERS: This bid will be awarded only to a responsible bidder, qualified by experience and in a financial position to provide the items specified. In order to facilitate the prompt award of this bid, the bidder shall include a summary of qualifications in your bid response (listed in the scope of work, section I, page 21 below).
- 12. TERM OF CONTRACT: The contract resulting from this ITB, if any, will be for a <u>one (1) year term</u> with UCF and the selected service provider having the option to renew for an additional five (5), one (1) year periods as mutually agreed to by both parties. No renewal period will exceed the initial term nor will cumulative renewals exceed 10 years.
- 13. PAYEE INSURANCE. For all purchases under this ITB of \$10,000 or below, Payee will have and maintain types and amounts of insurance that at a minimum cover the Payee's (or subcontractor's) exposure in performing any contract resulting from this ITB. For all purchases that exceed \$10,000 (i.e. \$10,000.01 and up) and/or all purchases that require a UCF Safe Form, Payee will have and maintain general liability insurance of one (1) million dollars and Payee shall send a copy of Payee's insurance certificate (prior to commencement of Payee's performance or delivery hereunder) to the following address by email, fax or mail:

e-mail: <u>ehs@ucf.edu</u> Fax: 407-823-0146

Mail: University of Central Florida

PO Box 163500

Orlando FL 32816-3500

UCF has the right to deviate from any of the above insurance requirements, if UCF, at UCF's sole discretion decides to do so. If UCF decides to deviate from the above noted insurance requirements, UCF will inform the Payee in writing in those particular circumstances. Unless UCF notifies a Payee in writing that UCF is willing to deviate from the insurance requirements noted above, all of the above insurance requirements shall apply to the Payee. The University and its Board of Trustees shall be listed as additional insured on any certificate issued and the Certificate Holder is to read the following:

University of Central Florida Board of Trustees 4000 Central Florida Blvd. Orlando FL 32816

INSURANCE, WORKER'S COMPENSATION

The Contractor/Payee/Vendor shall take out and maintain during the life of the contract resulting from this ITB, if any, Worker's Compensation Insurance for all of his/her employees connected with the work of this project and, in case any work is sublet, the Contractor/Payee/Vendor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor/Payee/Vendor. Such insurance shall comply fully with the Florida Worker's Compensation Statutes Chapter 440. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor/Payee/Vendor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the University, for the protection of his/her employees not otherwise protected.

14. PROTECTION OF PROPERTY: The successful bidder shall at all times guard from damage or loss to property of the University or of other vendors or contractors and shall replace or repair any loss or damage unless such be caused by the university, other vendors or contractors. The University may withhold payment or make such deductions as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the successful bidder or his agents.

15. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES: At the option of the Contractor/Payee/Vendor, the use of the contract resulting from this ITB, if any, may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Contractor/Payee/Vendor to use the contract resulting from this ITB, if any, shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

- 16. PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on Florida's convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any 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 be awarded, or perform work as a contractor, supplier, subcontractor, or consultant under, a contract with any public entity, and may not transact business with any public entity in excess of the bid limit for that public entity, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 17. IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. If none, or all of the tied vendors have a drug-free workplace program, vendors with Florida as their primary location will receive preference. Failing the above, a coin flip will be used to determine the winning vendor. In order to have a drug-free workplace program, a business shall:
 - A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - B. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
 - C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
 - D. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 - E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
 - F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement,	my initials	certify that	this firm	complies	fully	with
the above requirements. Initials:		•		•	•	

18. EQUAL OPPORTUNITY STATEMENT: The State Universities have established equal opportunity practices which conform to both the spirit and the letter of all laws against

discrimination and prohibits discrimination based on race, creed, color, sex, age, national origin, marital status or religion. To be considered for inclusion as a supplier under this agreement, the bidder commits to the following:

- A. The provisions of Executive Order 11246, September 24, 1996, and the rules, regulations, and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value.
- B. If the bidder expects to receive \$10,000 in orders during the first 12 months of this agreement, a complete certificate of non-segregated facilities shall be included in the proposal response.
- C. If the bidder expects to receive \$50,000 in orders during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEOO-1) must be filed prior to March 1 of each year.
- D. If the bidder expects to receive \$50,000 in orders during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the bidder, subject to review upon request by the user agencies of the contract resulting from this ITB.

If yo	ou have already	complied	with the above,	please initial:	
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19. WORK FOR HIRE. Any work specifically created for the University under an agreement resulting from this ITB by the Payee or anyone working on behalf of the Payee (the term Payee shall encompass both) shall be considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary or other copies thereof, (the "Materials") shall become and remain the property of the University, and, unless otherwise specifically set forth herein, shall be considered specially ordered for the University as a "work made for hire," or, if for any reason held not to be a "work for hire,"

The Payee who created, produced, developed or fabricated the Materials hereunder (or under any contract resulting from this ITB) assigns all of his/her right, title and interest in the Materials to the University. The University shall own all right, title and interest in the Materials. The Payee agrees upon request to execute any documents necessary to perfect the transfer of such title to the University. The Materials shall be to the University's satisfaction and are subject to the University's approval. The Payee bears all risk of loss or damage to the Materials until the University has accepted delivery of the Materials. The University shall be entitled to return, at the Payee's expense, any Materials which the University deems to be unsatisfactory. On or before completion of the Payee's services hereunder, the Payee must furnish the University with valid and adequate releases necessary for the unrestricted use of the Materials for advertising or trade purposes, including model and property releases relating to the Materials and releases from any persons whose names, voices or likenesses are incorporated or used in the Materials.

The Payee hereby represents and warrants that, (a) all applicable laws, rules and regulations have been complied with, (b) the Payee is free and has full right to enter into this ITB and any contract resulting from this ITB, if any, and perform all of its obligations hereunder and under such contract, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments. The Payee agrees to indemnify and hold harmless the University and those acting for or on its behalf, the UCF Board of Trustees, the State of Florida and the Florida Board of Governors and their respective officers, agents, employees and servants from and against any and all losses, claims, damages, expenses or liabilities of any kind, including court costs and attorneys' fees, resulting from or in any way, directly or indirectly, connected with (a) the performance or non-performance of the University's order by the Payee, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or

alleged breach of any of the Payee's agreements or representations and warranties herein or in any contract resulting from this ITB.

- 20. AMENDMENTS. No changes or amendments to an agreement resulting from this ITB are binding on the University unless made in legible writing that is signed by an attorney in the University's General Counsel's Office and an authorized UCF signatory. Payee shall return an agreement resulting from this ITB to the University's Purchasing Department at once with a written explanation if the agreement resulting from this ITB is not acceptable in its entirety.
- 21. EXPORT CONTROL. The parties shall comply with all applicable U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799 and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC), in the performance of an agreement resulting from this ITB. The parties agree that no technology, related data or information will be exchanged or disseminated under such agreement nor any collaboration conducted pursuant to such agreement, which are export controlled pursuant to the export control laws of the United States, including the EAR and the ITAR and any other applicable regulations. The Parties agree that the Payee will not provide the University with any ITAR or EAR restricted technology and/or related data, and that any ITAR or EAR restricted technologies and/or data produced in furtherance of the agreement resulting from this ITB, if any, will be in the exclusive possession of the Payee and at no time will any export controlled technologies, related data, or information be intentionally or inadvertently transferred to the University, its facilities, labs, staff, researchers, employees, officers, agents, servants or students in the performance of that agreement.

If the Payee wishes to disclose export controlled technology or technical data to the University, the Payee will, prior to disclosing any information, technical data or source code that is subject to export controls under federal law, notify the University in writing that the material is export controlled and shall identify the controls that apply. The University shall have the right to decline or limit (a) the receipt of such information, and (b) any task requiring receipt of such information. In the event the Payee sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the University has the right to immediately terminate the agreement resulting from this ITB, if any. The Payee understands and agrees that to the extent the Payee's personnel have access to work or materials subject to U.S. export controls while on University property, such personnel will meet all federal export control regulatory requirements or have the appropriate U.S. government approval.

- 22. FORCE MAJEURE. No default, delay or failure to perform on the part of UCF or the Vendor shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond the Vendor's or UCF's reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, default of common carrier. In the event of such default, delay or failure to perform due to causes beyond the Vendor's or UCF's reasonable control, any dates or times by which the parties are otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of the parties.
- 23. INDEMNIFICATION. Payee shall hold the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of Payee, its employees, its agents or of others under Payee's control and supervision. If any part of a delivery to the University pursuant to an agreement resulting from this ITB, if any, is protected by any patent, copyright, trademark, other intellectual property right or other right, Payee also shall indemnify and hold harmless the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.

- 24. INDEPENDENT CONTRACTOR. Each of the parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one party as employees or agents of the other party.
- 25. NO JOINT VENTURE. Nothing contained in an agreement resulting from this ITB, if any, shall be construed to create a joint venture, partnership, or other like relationship between the parties.
- 26. LEASED EQUIPMENT. The risk of loss or damage to leased equipment, goods or property shall not transfer to the University except as provided in §680.219, Florida Statutes. Any security interest in the leased equipment, goods or property granted to Payee contrary to AGO 79-72 and AGO 80-9 is null and void. Limitation of remedies provisions, which are unconscionable under applicable Florida law, are void.
- 27. MATERIAL SAFETY DATA SHEET (MSDS). In compliance with Florida Statutes, Ch. 442, a Material Safety Data Sheet (MSDS) must accompany any applicable item delivered under an agreement resulting from this ITB, if any.
- 28. WAIVER/REMEDIES. No failure or delay by a party hereto to insist on the strict performance of any term of an agreement resulting from this ITB, if any, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of such agreement, but each and every term of such agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in an agreement resulting from this ITB, if any, are cumulative and not exclusive of the remedies provided by law or in equity.

28. DISPOSITION OF BIDS: FLORIDA PUBLIC RECORDS LAW COMPLIANCE

All bids become the property of the State of Florida, and the State of Florida shall have the right to use all ideas, and/or adaptations of those ideas, contained in any bid received in response to this solicitation. Any parts of the bid or any other material(s) submitted to UCF with the bid that are copyrighted or expressly marked as "confidential", "proprietary", or "trade secret", will only be exempted from the "open records" disclosure requirements of Chapter 119, Florida Statutes, if Florida law specifically recognizes these materials as exempt from disclosure. Thus, the mere designation as "confidential", "proprietary", or "trade secret" by a vendor does not ensure that such materials will be exempt from disclosure. In the absence of a specific Florida statute exempting material from the public records law, UCF is legally obligated to produce any and all public records produced or received in the course of conducting university business, irrespective of any designation by the vendor of those same records as "confidential", "proprietary", or "trade secret." The ultimate determination of whether a vendor's claim of "confidential," "proprietary" or "trade secret" will support an exemption from disclosure will be made by UCF or, potentially, a court. UCF's selection or rejection of a bid will not affect this provision.

29. COMPLIANCE: The parties shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.

Vendors shall certify below that they are in good standings to conduct business in the State of Florida. The awardee of any contract resulting from this solicitation shall forward a certification of good standing. The certifications must be submitted to the UCF Purchasing Department prior to providing any goods or services required under the resulting contract. Noncompliance with this provision may constitute rejection of bids or termination of a contract at UCF's sole discretion.

CERTIFICATION

I certify that the company submitting a bid under this solicitation in is compliance with all applicable laws to conduct business in the State of Florida, is in good standings and will provide a certificate of good standings from the State of residence prior to initiating any performance under any contract resulting from this solicitation.

Company:	
Authorized Representative's Name:	
Authorized Representative's Signature:	
Date:	

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BID SHEET

Property	Irrigation Cost per month	Irrigation Cost per year	Landscape Cost per month	Landscape Cost per year
LOT 1				
1. Bennett Building Site (3251, 3259, & 3267 Progress Drive)				
2. Partnership I Building Site (12354 Research Parkway)				
3. Partnership II & III Building Site (3100 Technology Parkway)				
LOT 2				
4. South Campus Site (7300 Lake Ellenor Drive)				
5. Center for Emerging Media Site (500 W. Livingston Street)				

Lot 1 consists of properties in Research Park. Lot 2 consists of Downtown Campuses.

Scope of Services:

<u>PLEASE NOTE:</u> No formal site visit will be scheduled. Bidders are encouraged to review the site locations (section H, page 16) at their leisure.

"Contract Administrator" for the purpose of this bid will be: Alaina Bernard, Assistant Director, Land & Natural Resources: alaina.bernard@ucf.edu, 407-823-3146.

A. Responsibilities

- 1. The vendor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform landscape maintenance services as specifically outlined herein.
- 2. The vendor shall provide staff able to perform work at the highest standards of horticultural excellence. UCF reserves the right to demand replacement of vendor's staff who do not meet UCF's standards for safety, professionalism, or horticultural knowledge.
- 3. All work shall be performed under the direct on-site supervision of a qualified landscape professional with a minimum of five years combined horticultural education and experience. The vendor must notify UCF when the supervisor will be on vacation or other leave of absence, and specify who will serve as a substitute.
- 4. The vendor shall provide UCF with an emergency contact list identifying the names, positions held, and phone numbers of key personnel.
- 5. The vendor will attend monthly meetings and site inspections of the grounds as requested by
- 6. The vendor shall ensure that employees comply with all local, state, and federal regulations and practices.
- 7. Employees working on or near a street must wear an approved safety vest. Employees

- performing any overhead maintenance must wear an approved safety helmet. Failure to comply with proper safety procedures may result in termination of the contract.
- 8. The vendors employees shall conduct themselves on site in a professional manner at all times. Employees shall be courteous, wear appropriate uniforms, and have vendor identification.
- 9. UCF shall inspect work performed by the vendor on a regular basis. In the event of work performance deficiencies, the UCF contract administrator shall notify the vendor. Notification may be verbal or written. The vendor shall rectify the deficiency within 24 hours, or request approval from the UCF contract administrator on an alternative timeframe if the deficiency cannot be rectified within 24 hours.
- 10. The vendor shall establish a monthly schedule. The maintenance shall be scheduled on day(s) and time(s) as mutually agreed upon by UCF and the vendor. To the extent possible, work shall be performed on the same day each week. In no case shall work be performed more than forty-eight (48) hours after the regularly scheduled day without notification and consent from UCF. Irrigation and maintenance schedules could be adjusted, as needed, for events hosted on the contracted properties. The contract administrator will notify the vendor two-weeks prior to any adjustment.
- 11. The vendor shall provide a list of employees to UCF. Vendor shall provide proof of background checks and citizenship to the University prior to contract initiation.
- 12. The vendor shall provide proof that applicators of pesticides and herbicides are licensed as required in Florida Statues, Chapters 482 and 487. A copy of the Material Safety Data Sheets (MSDS) for all fertilizers, herbicides, and pesticides shall be provided to UCF.
- 13. The vendor and his/her employees shall not remove or consume any property belonging to UCF or UCF employees. This includes any articles that may be deposited for disposal in trash receptacles.
- 14. The vendor and his/her employees may not use UCF property, including telephones, for personal use unless given permission by UCF.
- 15. Smoking shall not be permitted in any UCF building or on UCF grounds.
- 16. If the vendor is issued keys for accessibility, in no case shall the vendor make duplicates of any UCF keys.
- 17. The vendor and his/her employees shall ensure that all gates giving access to UCF facilities are secured.
- 18. The vendor shall report any damage or potential hazard involving UCF property immediately to the UCF contract administrator during normal business hours. An afterhours UCF contact list will be provided upon award of contract.
- 19. Incidents, altercations, or accidents involving UCF faculty, staff, students, or visitors shall be reported to the UCF contract administrator in a timely manner, preferably on the day of the incident, but definitely within 24 hours. UCF may require a written report from the vendor describing the incident or accident.
- 20. The vendor shall replace, at the vendors own expense, any lawn, groundcover, shrubs, trees, or other plant materials requiring replacement through damage or negligence resulting from the vendors failure to provide maintenance in accordance with the provisions herein. Plant materials supplied by the vendor shall be of first quality condition and shall be guaranteed by the vendor for one year. Replacement material shall be of the same size and variety as the dead or damaged material. Plant material should be replaced within two weeks of identification of damage. Alternates to size, variety, and scheduling of replacement will require written approval by UCF. All other plant material replacements shall be furnished by UCF.
- 21. The vendor is not responsible for losses, repair, or replacement of damaged work or plant material resulting from theft, extreme weather conditions, vandalism, vehicular incidents (other than vendor's vehicles) or the acts of others over whom they have no reasonable control.
- 22. All work performed under this contract shall be done between the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday unless otherwise agreed to by UCF.

B. Equipment and Supplies

- 1. The vendor shall furnish all tools, material, supplies, and equipment to perform services as specified.
- 2. The vendor shall supply all herbicides, fertilizers, chemicals and the like for servicing the facilities. Submit a fertilizer schedule, listing proposed materials, application rates, and application times with your proposal and immediately prior to performing the work.
- 3. The vendor shall supply mini pine bark mulch for all landscape beds. A mulching schedule shall be provided to the University prior to installation (see section F, number 3).

4. UCF shall be responsible for replacing dead plant material, as a result of age or conditions not controllable by vendor. The contract administrator shall be notified of needed material within a one-week period.

C. Waste/Materials Disposal

- The vendor shall select his/her own off-campus sites for disposal of debris and unsuitable materials collected. In no case shall debris and unsuitable materials be disposed upon UCF property or any property contiguous thereto.
- 2. The vendor is solely responsible for any and all damages, fines, or penalties for improper disposal of waste material.
- It shall be the responsibility of the vendor to pay all fees and costs incurred in the disposal of waste material.

D. Irrigation

- 1. Vendor will be responsible for irrigation schedules and infrastructure, initiating from the backflow preventor, within each property's boundary (backflow, main lines, lateral lines, heads, valves, and wiring). Monthly inspections of infrastructure and heads shall be performed by the vendor.
- 2. Irrigation schedules shall be provided to the contract administrator during monthly meetings, and shall not be altered without prior approval. Vendor shall adjust irrigation schedules for planned events, as requested by the contract administrator.
- 3. Vendor shall check for proper water application rates by inspecting soil moisture and health of plant materials at each site visit.
- 4. UCF will notify vendor when shutting off the system during emergencies.
- 5. Irrigation maintenance and repair shall be included in the contract. The contract administrator shall be notified within a 24-hour period should repair costs exceed contract funding. Vendor will provide repair or replacement work at no cost to UCF when irrigation damage occurs due to vendor's maintenance or construction activities.

E. Maintenance Task I: Lawn Care

1. General Lawn Care:

- a. Mowing shall be done up to 32 times a year, and shall be performed per the season and maintenance requirements of the turf. A mowing schedule shall be provided to the contract administrator.
- b. The vendor shall maintain all lawns in a healthy, neat, trim growing condition.
- c. All turf shall be mowed with professional quality mowing equipment. Prior to award of contract, vendor shall provide UCF with the make and model of the mower(s) that will be used. Equipment shall be clean and blades sharpened.
- d. The vendor shall remove and dispose of all paper, rubbish or debris prior to mowing an area.
- e. Alternate mowing direction, where feasible, every mowing. Maintain a uniform lawn height free from scalping. Turf shall be mowed to minimum height of 4.5".
- f. The collection of grass clippings is only required when windrows are left on the turf. A mulching mower may be used when an acceptable appearance is obtained.
- g. Hard surfaces shall be cleaned free of grass and debris resulting from this task. Prior to leaving the facility, hard surfaces shall be cleaned free of grass and debris resulting from this task.
- h. The vendor is to supply a monthly mow schedule by the first of each month. All mowing must be started and finished on the same day.
- i. Any property damage resulting from the use of mowing equipment shall be the responsibility of the vendor.

2. Line Trimming

- a. Turf around posts, fences, trees, and shrubs, and other obstacles shall be trimmed. Care shall be taken not to damage structures, trees or shrubs with equipment. Perform trimming to the same height as mowing.
- b. Turf around vaults, valve boxes, and irrigation heads shall be trimmed as necessary to

- ensure proper access and operation.
- c. Hard surfaces shall be cleaned free of grass and debris resulting from this task.
- d. Any property damage resulting from the use of trimming equipment shall be the responsibility of the vendor.

3. Edging

- a. Lawn edges shall be edged at sidewalks, curbs, walls, fences, foundations, pathways, shrub beds, tree rings, poles, and formal edges.
- b. Edging shall be done by powered edging equipment, unless otherwise approved by UCF.
- c. Caution shall be used to prevent chipping of concrete structures by edging equipment.
- d. Hard surfaces shall be cleaned free of grass and debris resulting from this task.
- e. Any property damage resulting from the use of edging equipment shall be the responsibility of the vendor.

F. Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells

1. Pruning

- a. The vendor shall maintain all trees, shrubs, and groundcover in a healthy, growing condition.
- b. Shrubs shall be trimmed to maintain desired shape and function as needed. Pruning to maintain the natural growth habit of the plant species is recommended. Plantings are designed to grow together and to the edges of the beds to minimize weed infestation and maximize water conservation. Shearing is only permitted for formal hedges. Prune as appropriate to site, need, season, and plant species. Discuss significant pruning work with UCF prior to work beginning.
- c. Trees and Palms shall be pruned in annually in accordance with International Society of Arboriculture (ISA) guidelines. Additional pruning should not be completed except to provide access (see d.), remove singular broken branches or perform minor clearance pruning, unless otherwise approved by UCF.
- d. Trees shall be pruned to maintain access along pedestrian and vehicular corridors. Trees shall be tip pruned, branch pruned and/or if of sufficient size and shape, pruned to lift the tree canopy to maintain overhead clearance. Immature trees must be carefully evaluated before any attempt is made to raise the canopy.
- e. Vertical clearance is a minimum eight (8) feet. Topping or heading, which involves the cutting of limbs back to a stub, bud, or a lateral branch not large enough to assume the terminal role, is not an acceptable pruning method. Dead or diseased trees shall be removed and/or replaced at the option of UCF and are not included in the contract.
- f. Trees without tree wells are to be grass free at a minimum eighteen (18) inches from the tree base
- g. Tree suckers, volunteer seedlings, and other undesirable growths shall be removed from trees and shrubs as necessary.
- h. The vendor shall notify UCF of any significant tree hazards including, but not limited to: dead trees, broken limbs, disease and insect infestation.
- i. Perennials in shrub beds and tree circles shall be dead-headed after blooming and the foliage cut back if die-back is apparent.
- j. The vendor shall provide brush control of all natural areas where the edges meet lawn. All brambles, low hanging branches, or other hazards shall be trimmed back using appropriate hand held machinery.

2. Weeds, Disease, and Pest Control

- Landscape/Lawn areas shall be free of leaves, litter, debris, weeds, spent blooms, and diseased, insect infested, or dead plants.
- b. Weed control will be practiced in all Landscape/Lawn areas. Landscape beds shall be maintained with no more than 10% weeds, and tolerable levels of turf weeds will be agreed upon for each facility at time of contract execution. Weed control shall be through the use of approved pre-emergent or post-emergent herbicide. Hand weeding in landscape beds is encouraged, and non-target effects of herbicides avoided. The vendor shall provide a chemical application schedule.
- c. The vendor shall visually inspect all lawn and landscape areas at each visit to identify

- potential plant-pest problems.
- d. UCF encourages the use of industry recognized Integrated Pest Management (IPM) practices. All pesticides need to be approved by UCF, EPA approved, and applied by a licensed Florida State Applicator per the label directions. All applications shall be done in compliance with federal, state, and local laws and regulations. UCF reserves the right to limit the use of specific pesticides. Pesticide application records shall be kept and copies provided to UCF.
- e. The vendor is responsible to verify that pesticides are appropriate for use with the respective plant materials. The vendor, at their expense, will remedy, in a timely manner, any damage to desirable plant material due to vendor negligence or misuse of pesticides.
- f. The vendor shall be responsible for minor plant-pest control up to sixteen (16) feet vertical on all shrubs, trees or palms. Major infestations requiring large scale pesticide applications shall be handled through UCF.

3. Mulch Replacement

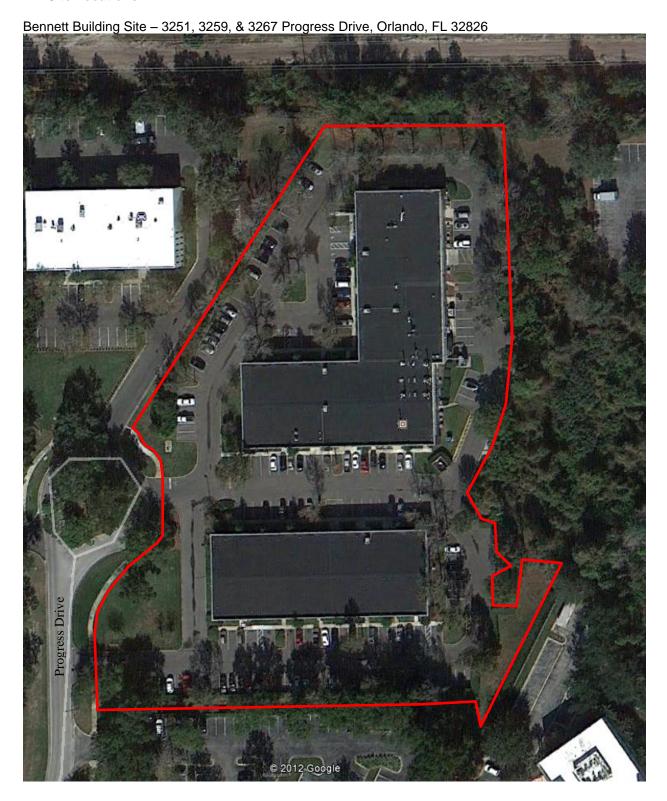
- a. Once annually vendor shall replenish mulch, as needed, to maintain a depth of no less than two (2) inches in all exposed areas of landscape beds, including tree wells. Established beds where plant foliage or groundcover completely covers the soil surface require no additional mulch. Mulch build up from year-to-year should be avoided, and excess buildup removed as needed prior to adding any new mulch. Mulch should not be mounded up around the base of shrubs or trees and should be kept at least three to four (3-4) inches away from the base of shrubs and trees.
- b. Mulch shall be mini pine bark, with no artificial colors added. Adjustments to materials must be approved by the contract administrator.
- c. Mulch shall not cover irrigation infrastructure.

G. Maintenance Task III: Hard Surface Maintenance

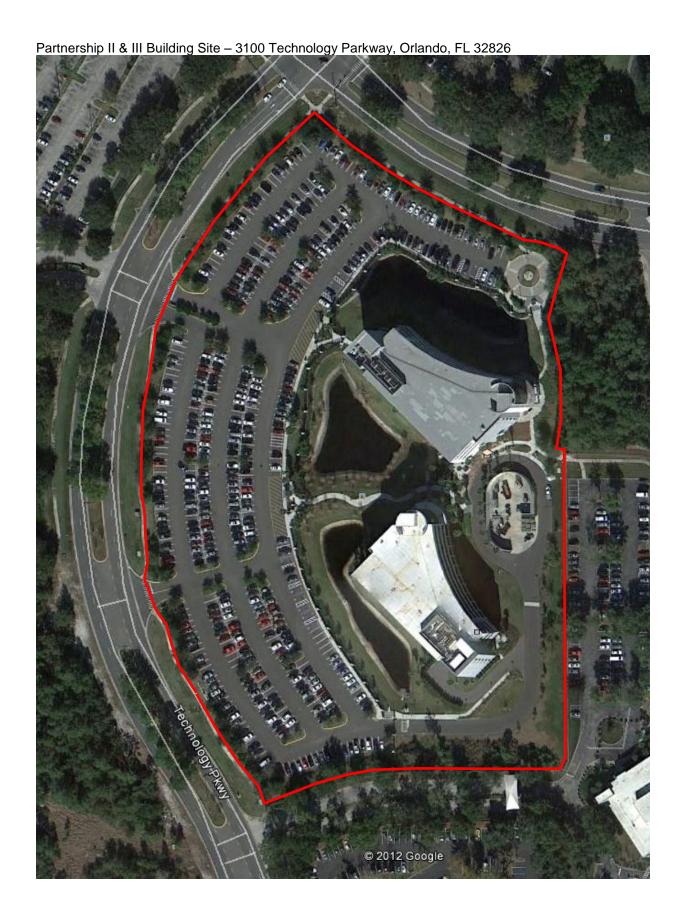
- The entrance drive, parking areas, sidewalks, curbs, and other hard surfaces shall be kept free of leaves, litter, and debris. The use of power blowers is acceptable; however, accumulations of debris must be removed from the site and not blown into storm water infrastructure, or onto adjacent property, street surfaces, fence lines, or planting areas.
- 2. Undesired vegetation in sidewalks, curbs, and other hard surfaces shall receive an approved herbicide application and removed.
- 3. Drains, if present at the site, shall be cleaned and checked during each visit and any garbage or debris should be removed from them to allow for proper drainage.
- After significant rainfall or storm events (not including hazardous storm events, such as hurricanes or tornadoes), the contractor shall inspect the property and clear hard surfaces if required.

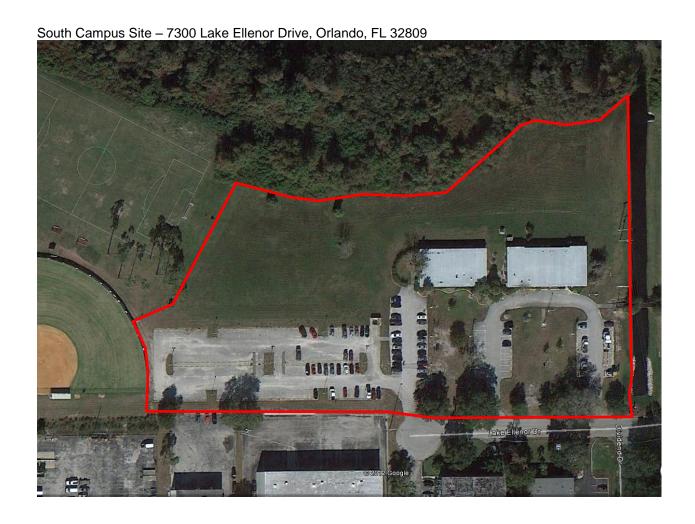
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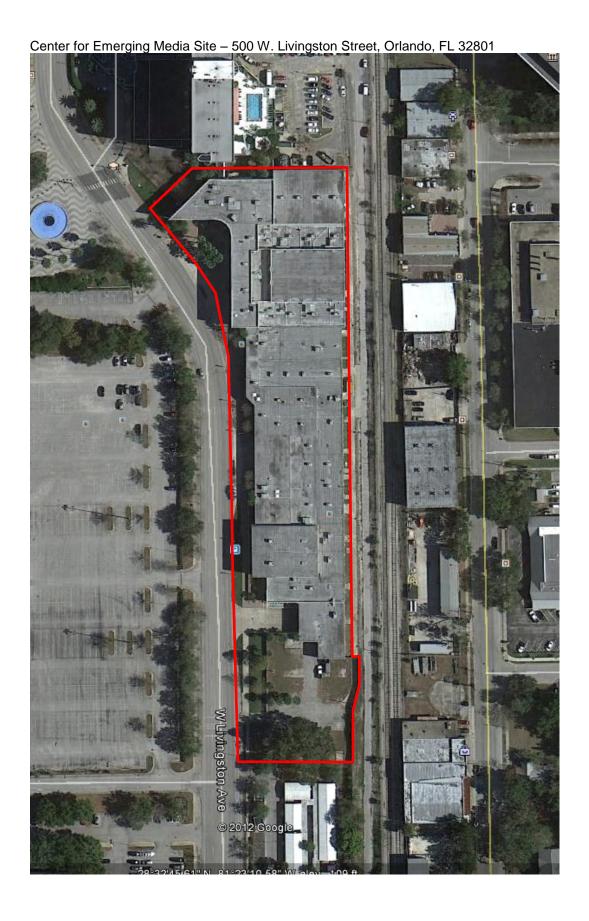
H. Site Locations











I. Qualification Requirements

Qualification requirements should contain at a minimum:

- Cover Letter: Include a brief introductory letter summarizing the statement of qualifications. It
 must be signed by a person authorized to make representations on behalf of the landscape
 contractor.
- 2. Company Profile: Provide a summary of the landscape contractor's history, methods, strengths, and experience meeting the needs of its clients. Mention any awards or commendations the landscape contractor has received.
- 3. Maintenance Team: Describe the composition and experience of the landscape maintenance team that the landscape contractor would assign to UCF with a summary of their qualifications.
- 4. Representative List: Describe recent maintenance projects completed by the landscape contractor that are similar in scope and type to those required by UCF. Include the following information about each:
 - 1. Project name and brief description of landscape maintenance performed
 - 2. Beginning and end date of landscape maintenance
 - 3. Location of maintenance, including prior experience with University campuses or Research Parkways.
 - 4. Monetary amount of the landscape maintenance contract. Irrigation maintenance and repair should be listed as separate costs under each property.
 - 5. Owner/contact person/phone number and email
- 5. References: Provide at least three (3) written references, including contact names, phone numbers, and a brief description of the work completed by the landscape contractor.
- 6. Schedules: Provide the proposed schedules of irrigation inspections, mowing, bed maintenance, mulching, and pruning for each property.
- 6. Bid Amount: Please provide a breakdown for landscape maintenance services at each area, breaking out irrigation maintenance and repair, providing a total at the bottom:

Does your bid meet our specifications exactly?	res No
If No, please detail how your bid meets or exceeds proof that verifies your claim.	the specifications of the required item(s) and provide
Prices quoted are good for at least days follow	ving bid opening.
Payment terms:	
	otherwise authorized to contract in the name of the all details of the documents comprising this invitation
COMPANY NAME	AUTHORIZED SIGNATURE
MAILING ADDRESS	PRINTED NAME
CITY, STATE, ZIP CODE	TITLE
FEDERAL EMPLOYER ID NUMBER	() PHONE NUMBER
E-MAIL ADDRESS	()FAX NUMBER