INVITATION TO NEGOTIATE

LANDSCAPE MAINTENANCE FOR HOUSING & RESIDENTIAL EDUCATION

ITN# 19-12-MH

UNIVERSITY OF SOUTH FLORIDA

The University of South Florida is requesting proposals from qualified firms interested in the University of South Florida Invitation to Negotiation for **LANDSCAPE MAINTENANCE FOR HOUSING & RESIDENTIAL EDUCATION** as further specified herein.

If you are interested in submitting a proposal, please note that the proposal needs to be submitted no later than **3:00 p.m., January 08, 2019**. Any questions concerning this Invitation to Negotiate should be directed to
Michael Hernandez, Purchasing Manager, Purchasing Service mahernandez@usf.edu .

A **Mandatory** pre-proposal meeting will be held on **November 28, 2018 at 10:00 A.M.** location is Argos Study Lounge in the Argos Center, address 12402 USF Myrtle Drive, Tampa, FL 33620-9000. For additional details refer to Item 3, page 6.

University of South Florida
Purchasing Services
4202 E. Fowler Avenue SVC 1072
Tampa, Florida 33620-9000
https://www.usf.edu/business-finance/purchasing/staff-procedures/index.aspx

USF UNIVERSITY OF SOUTH FLORIDA

INVITATION TO NEGOTIATE
Competitive Solicitation Acknowledgement Form

Submit Response To:
University of South Florida
Purchasing Services
4202 E. Fowler Ave. SVC 1072
Tampa, FL 33620
Phone (813) 974-2481
https://www.usf.edu/business-finance/purchasing/staff-procedures/index.aspx

ITN No: 19-12-MH	**Title: Landscape Maintenance for Housing & Residential Education**
Date of Issue: November 14, 2018	**Response Due Date and Time: January 08, 2019 at 3:00pm**

ITN Point of Contact

Name: Michael Hernandez	**Email:** mahernandez@usf.edu

Vendor Information

Company Name:		**Reason for no offer:**
Mailing Address:		
City, State, Zip Code:		**Posting of Competitive Solicitation Tabulations**
Area Code	**Telephone no.**	Proposal tabulations with intended award(s) will be posted for review by interested parties at Purchasing Services and our solicitation web page and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Florida Board of Governors Regulation 18.002 and USF Regulation USF4.02090, or failure to post the bond or other security as required in Florida Board of Governors Regulation 18.003 and USF Regulation USF4.02050, shall constitute a waiver of proceedings under that regulation.
	Toll Free no.	
	Fax no.	
Email Address:		

Government Classifications
Check all applicable

- ☐ African American
- ☐ American Women
- ☐ Asian-Hawaiian
- ☐ Government Agency
- ☐ Hispanic
- ☐ MBE Federal
- ☐ Native American
- ☐ Non-Minority
- ☐ Non-Profit Organization
- ☐ Pride
- ☐ Small Business Federal
- ☐ Small Business State
- ☐ Veteran/Service Disabled

I certify that this ITN proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or service and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this ITN proposal and certify that I am authorized to sign this ITN proposal for the responder and that the responder is in compliance with all requirements of the Invitation to Negotiate, including but not limited to, certification requirements. In submitting a proposal to the University of South Florida Board of Trustees, a public body corporate ("University"), the responder offers and agrees that if the ITN proposal is accepted, the responder will convey, sell, assign or transfer to the University all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the University. At the University's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the responder.

_____
Printed Name/Title

_____
Authorized Signature

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SECTION I: INTRODUCTION

Purpose of ITN

The University of South Florida Board of Trustees, a public body corporate of the State of Florida, hereinafter the "University", intends to negotiate agreement(s) for USF Housing and Residential Education Tampa for Landscaping and Irrigation Sysytem Maintenance and Repairs. We Invite Proposals from qualified Providers of Landscape maintenance services to submit a proposal to perform the services as described in the specifications below. Through this process the University desires to negotiate the best value agreement for the University.

Description of University

Founded in 1956, the University of South Florida has become one of the largest universities in the Southeast, with a student body of 47,000 within the USF System that includes USF Tampa, USF St. Petersburg, and USF Sarasota-Manatee an annual budget of $1.5 billion, and an annual economic impact of $3.7 billion. USF is one of only three Florida public universities classified by the Carnegie Foundation for the Advancement of Teaching in the top tier of research activities, a distinction attained by only 2.2 percent of all universities. The University's renowned faculty generate over $390 million in contract and grant-sponsored research each year.

Located in the Tampa Bay region – one of the fastest-growing metropolitan areas of the nation – the University of South Florida has received vital support from business leaders and organizations, and contributes to the economic growth of the region through research and service projects.

The University's priorities are focused on student success, community engagement, research and innovation, global literacy and impact, and integrated interdisciplinary inquiry. A national reputation as a dynamic research university is attracting more and more of the nation's best and the brightest scholars to the Tampa Bay area. USF research is taking place across an astonishing array of disciplines, from marine sciences to teacher education, micro engineering to cancer treatments.

The University has world-recognized researchers in all of its colleges conducting research in areas such as oceanography, coastal geology, medicine, satellite communications and mapping, curriculum and testing innovation, aging, health outcomes and community welfare, business systems, fine arts, and many others.

USF is a member of the American Athletics Conference, with 17 men's and women's varsity teams competing at the NCAA-level. New facilities for practice and competition, along with a completely renovated USF Sun Dome, put the university's athletic facilities on par with virtually every top program in the country

Additional information available at http://www.usf.edu/About-USF/index.asp

SECTION II: SPECIAL CONDITIONS

Attention Vendor: Any vendors who received this Invitation to Negotiate from the Department of Purchasing and Property Services or vendors who have downloaded this Invitation to Negotiate from the USF Purchasing Web site https://www.usf.edu/business-finance/purchasing/public-bids/index.aspx , are solely responsible to check the USF Purchasing Web site forty-eight (48) hours before the closing time of this Invitation to Negotiate to verify that they have downloaded any and all addenda that may have been issued for this bid/proposal or negotiation.

1. OPENING NOTE TO VENDORS

Vendor's response to this **Invitation to Negotiate** shall be delivered to the ***Purchasing and Property Services, University of South Florida, 4202 East Fowler Avenue SVC 1072, Tampa, Florida 33620-9000***, no later than **3:00 P.M. on January 08, 2019** according to the official clock located in the University's Purchasing Department. No other time-keeping source will be considered for this purpose. The University shall not extend or waive this time requirement for any reason whatsoever. Responses to the Invitation to Negotiate that arrive after **3:00 P.M. on January 08, 2019** will be rejected in the University's sole discretion. These proposals will be returned unopened to the Vendor. Proposals and/or amendments ***will not*** be accepted at any time via facsimile or electronic mail. **At 3:00 P.M. on January 08, 2019, all timely ITN Proposals received will be opened and recorded.**

If the Vendor elects to mail/ship its ITN Proposal package, the Vendor must allow sufficient time to ensure the University's proper receipt of the proposal package by the time specified above. **Regardless of the form of delivery, it is solely the responsibility of the Vendor to ensure that the ITN Proposal package arrives at the University's Purchasing Department no later than 3:00 P.M. on January 08, 2019.**

ITN Proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposals submission time and date shown above.

ITN Proposals must be delivered in sealed envelopes/packages clearly marked**:**
ITN Proposal No. 19-12-MH.

All proposals submitted must include on our standard Invitation to Negotiate Form signed.

2. EVENT SCHEDULE (dates are subject to change)

ITN Issued	November 14, 2018
Pre Proposal meeting (Mandatory)	November 28, 2018 at 10:00am
Vendor Questions Due	December 05, 2018 by 2:00pm
Response to Questions Posted	December 13, 2018
Proposals Due/Bid Opening	January 08, 2019 by 3:00pm
Proposal Evaluations	January 09, 2019 to January 21, 2019
Bid Awarded	January 22, 2019

3. MANDATORY PRE-PROPOSAL MEETING

It is the contractor's sole responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including, but not limited to possible interference from University activities. To aid you in becoming fully informed, the contractors or his/her designees must attend the **Mandatory pre-proposal meeting to be held in the Argos Study Lounge, located in the Argos Center, address 12402 Myrtle Drive, Tampa, FL 33620-9000 the on November 28, 2018, at 10:00 A.M.**
ANY PROSPECTIVE CONTRACTOR/DESIGNEE ARRIVING AT THE ARGOS STUDY LOUNGE AFTER 10:10am ACCORDING TO VERIZON CELLULAR TIME SHALL NOT BE ALLOWED TO SIGN IN ON THE ATTENDANCE SHEET NOR BE ELIGIBLE TO BID THIS PROJECT. NO OTHER TIME KEEPING DEVICE WILL BE CONSIDERED FOR THIS PURPOSE

***Note: A map showing the meeting site can be found on the USF Purchasing web site as an attachment to ITN 19-12-MH**. https://www.usf.edu/business-finance/purchasing/public-bids/current-bids.aspx

4. INQUIRIES

The University will not give verbal answers to inquiries regarding negotiation considerations or verbal instructions prior to or after the selection process of this Invitation to Negotiate. A verbal statement regarding same by any person shall be non-binding. The University is not liable for any cost incurred by the Vendor in connection with the preparation, production, or submission of their ITN Proposal including any increased costs resulting from the Vendor accepting verbal direction. All University changes to the ITN terms or specifications, if necessary, shall be made by the university by written addendum to the Invitation to Negotiate and distributed electronically by e-mail and post on the Purchasing Web site only.

Note: Vendors are responsible to ensure that the University has their point of contact as well as their name, title, company name, address, telephone, and e-mail address in order to receive any addenda via e-mail.

5. QUESTIONS ABOUT ITN - POINTS OF CONTACT

ALL QUESTIONS MUST BE SUBMITTED IN WRITING VIA EMAIL BY 2:00 P.M. December 05, 2018.

Any questions concerning this Invitation to Negotiate should be directed to Michael Hernandez, Purchasing Manager, Purchasing Services, via e-mail at mahernandez@usf.edu. Phone: (813) 974-8123.

6. RESPONSE TO VENDOR QUESTIONS

Responses to all vendor questions received prior to **2:00pm on December 05, 2018** will be addressed via an Addendum by **5:00pm on November 13, 2018** send email questions to Michael Hernandez mahernandez@usf.edu.

7. ADDENDA

Purchasing Services may issue written addenda prior to the proposal opening date, supplementing, modifying or

interpreting any portion of this Invitation to Negotiate. No verbal or written information from any source other than the Purchasing Services addenda is authorized as representing the University.

Vendor's failure to return any and all addenda may result in disqualification of that Vendor's Invitation to Negotiate.

PLEASE NOTE: It is solely the Vendor's responsibility to check the USF Purchasing Web site at http://www.usf.edu/business-finance/purchasing/public-bids/available-bids.aspx , forty-eight (48) hours before the closing time of this proposal to verify that the proposer has received any addenda that may have been issued.

8. MEETINGS

Notice of public meetings regarding the Invitation to Negotiate will be posted on the bulletin board located outside the Purchasing Services Department located at 4202 E Fowler Avenue SVC 1072, Tampa, FL 33620 and posted electronically on the USF Purchasing Bid website five business days prior to the meeting, (https://www.usf.edu/business-finance/purchasing/public-bids/index.aspx). For the purpose of this ITN, meeting notices will be Noticed (posted) by e-mail to the ITN vendor list.

9. PARKING

Annual, semester, monthly, weekly, or daily parking permits must be obtained from Parking & Transportation Services (813-974-3990 for further information) for any company vehicles and/or individual vehicles that will be parked on campus. This applies to all vehicles used for an extended period of time (over 3 days or on a recurring basis). Parking rules and regulations must be observed by all drivers. Website for parking services is: http://www.usf.edu/administrative-services/parking/parking/visitor-parking.aspx

10. AWARD

Vendor's proposals will be evaluated based on the requirements set forth in this Invitation to Negotiate. The University reserves the right to reject any or all proposals.

Vendors may be required to answer questions and may be required to make a presentation to the evaluation committee regarding their qualifications, experience, service, and capability to furnish the required service(s).

The award(s) shall be made by the University to the most responsive and responsible vendor whose final proposal is determined to be the most advantageous to the University taking into consideration price and other criteria as set forth in the Invitation to Negotiate.

The University's intent is to award on a "Lot by Lot" basis.

11. PROPOSAL TABULATION

Vendors desiring a copy of the proposal tabulation for the Invitation to Negotiate may request a copy via email to the ITN point of Contact Michael Hernandez mahernandez@usf.edu . Proposal tabulation will be available after award and will be posted on the Purchasing website. The proposal tabulation is an accounting of initial proposal information received relative to requested information and may not include price information. Proposal results will not be given out over the telephone.

12. THE INVITATION TO NEGOTIATE PROCESS

The ITN process is a flexible procurement process that is used when highly specialized and or variable services or products are required. Negotiations offer an opportunity for selected Vendor(s) to discuss their responses with an evaluation committee. The goal of this comprehensive process is for identification of the optimal outcome or the solution that best meets the needs of the University. Only representatives of the participating Vendors who are authorized to negotiate and make agreements shall be involved in negotiations.

13. QUALIFICATIONS OF VENDORS

Pre-Award Evaluation: To be considered for award, the entity bidding this project shall: A] have been regularly engaged in this type of business for a minimum of five (5) years from the opening date of this Invitation to Negotiate; B] be licensed to do business in the State of Florida; and, C] have all required licenses to perform the necessary work in good standing at the time of the bid opening and such licenses shall have been active for the past five (5) consecutive years with written evidence given ensuring that licenses are held in the name of the principal or major stockholder of the bidding contractor.

A. Company Information Required: Each bidding entity shall furnish the following information:

1. Name and address of operating company, indicate type of business (i.e. Individual, Partnership, Corporation, other).

2. Number of years in the industry and the number of people regularly employed.

3. Evidence, in writing, they maintain permanent places of business and have adequate equipment, financial position (Balance sheet and profit/loss statement), personnel, and inventory to furnish the items offered satisfactorily and expeditiously, and can provide the necessary services.

6. Provide a list of three references from past or current customers, include a contact information email, phone and the contacts name and the name of the company.

7. Be qualified and properly licensed to perform the work required by these documents.

8. Have successfully provided similar equipment and services of comparable size, scope and cost, vendor must provide documentation.

9. Provide the years of experience that your site supervisors and or managers have working in the landscaping field.

B. The bidding entity shall be qualified to perform the work required by these documents. All proposing entities shall be licensed to do business in the State of Florida and must meet the provisions of the Florida Statutes governing contractors (contractors must submit copy of valid general, builders, mechanical, electrical, Electrical or specialty contractor's license with their proposal).

Please Note: Documentation of the Vendor's Qualifications shall be included in vendor proposals to be considered for the award.

Only proposals that meet the "Qualification of Contractors" will be considered.

Failure to furnish all of the above information may be sufficient reason for disqualification

14. EVALUATION CRITERIA

Evaluation will be based on criteria identified in the Section III - Specifications. **Any information a Vendor deems essential to the evaluation of the services offered, for which no provision is made in the ITN, should be clearly stated in the proposal.** While the University reserves the right to request additional information or clarification from Vendors at any time in the process, Vendors should not assume that they will be allowed to amplify or modify their initial written proposal. The initial response must be a clear and easy to understand explanation of the products, services, benefits and prices offered and should include information as to how all specifications will be met.

15. NEGOTIATION WITH VENDORS

To identify vendors for negotiations, submitted proposals will be evaluated, presentations may be requested, and references may be verified and reviewed. The University will compare the proposals according to the evaluation criteria described in SECTION III for the purpose of identifying vendors for negotiation

Vendors may be invited to continue in the negotiation process. Negotiations offer an opportunity for the selected Vendors to discuss their offers and proposals in further detail with the University. Selected vendors may be given the opportunity to refresh their initial offers. Refreshed proposals allow vendors to match or exceed the offers made by competitors, both as to services and cost. This allows the University to secure services which best meet its needs, at a highly competitive and favorable cost. At the conclusion of this negotiation process, the University may ask selected vendors to submit a written best and final offer, to memorialize all agreements reached during negotiations and to extend additional benefits to the University, if desired. Invitation to submit a best and final offer is not automatic. After this negotiation a final Vendor(s) may be selected.

16. INVITATION TO NEGOTIATE FORM

All proposals shall be submitted using the University of South Florida Invitation to Negotiate form as a cover to be considered for an award of the proposal. The form shall be completed in ink or typewritten, signed by an authorized signatory of the Vendor and returned with the proposal in a sealed envelope. Vendor is responsible for marking the outside of the sealed envelope with the proposal number and the opening date.

The Invitation to Negotiate form and all related pages are a legal document and cannot be altered by the Vendor in any way. Any alteration made by a Vendor may disqualify the proposal and the response may be considered invalid. Any necessary changes to an Invitation to Negotiate document will be implemented by written addenda to the proposal issued by Purchasing Services.

17. RIGHT TO NEGOTIATE

Upon evaluation of the responses, the University has the right to enter into negotiations with one or multiple Vendors that appear to have submitted proposal(s) that best meet the needs and requirements of the University. Negotiations could include but are not limited to price and the terms and conditions of this ITN.

If for any reason a Vendor(s) and the University cannot arrive at a mutual agreement that would result in the issuance of a contract, the University reserves the right to terminate negotiations, to reject the proposal(s), and to continue negotiations with other responsive Vendors that may lead to the issuance and award of a contract.

18. VENDOR'S RESPONSIBILITY

It is understood and the Vendor hereby agrees that it shall be solely responsible for all services that it proposes, notwithstanding the detail presented in the Invitation to Negotiate.

19. VENDOR'S EXPENSE

All proposals submitted in response to the ITN must be submitted at the sole expense of the Vendor, whether or not any agreement is signed as a result of this Invitation to Negotiate. Proposers will pay all costs associated with the preparation of proposals and necessary visits to campus and other required site visits.

20. NUMBER OF PROPOSALS SUBMITTED

Vendor shall submit one (1) original proposal-clearly mark as "original" and one (1) copy. Vendors must also submit one (1) Electronic copy preferably on a flash drive. **The electronic copy shall consist of a single pdf document, do not send a folder containing multiple separate files.** Proposals that do not include all of the requested copies as described may be disqualified at the sole discretion of the University of South Florida.

21. PROPOSAL REJECTION

The University shall have the right to reject any or all ITN proposals and in particular to reject an ITN proposal not accompanied by data required by the Invitation to Negotiate or an ITN proposal in any way incomplete or irregular including the omission of pricing information. Conditional ITN proposals may be considered non-responsive.

22. OPEN COMPETITION

The University encourages free and open competition among vendors. Whenever possible, specifications, invitations to negotiate, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the University's needs and the accomplishment of a sound economical operation. The Vendor's signature on their ITN 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.

23. ORAL PRESENTATION

After ITN proposals have been opened, Vendors submitting ITN proposals may be requested, at the sole option of the University, to make oral presentations or provide written clarifications. Such presentations or clarifications will provide an opportunity for the Vendor to clarify the proposal. Oral presentations may be recorded. Recorded oral presentations and written clarifications will be affixed to the Vendor's ITN proposal and become part of the same as if originally submitted.

24. MISTAKES

In the event of extension error(s), the unit price will prevail and the bidder's "Total Offer" will be corrected accordingly. In the event of addition error(s), the extended totals will prevail and the bidder's "Total Offer" will be corrected accordingly. Bidders must check their bid proposals for any such errors and state the discount(s) in the proposal, where applicable. Failure to do so will be at the bidder's risk.

In the event a mistake results in the written request of a Vendor withdrawing any part of the proposal, the Vendor must withdraw the entire proposal package and the University will not consider that proposal for award of ANY of the subject

ITN. This applies to all requests for withdrawal. The only exception to this policy would be a case where the mistake was the result of misinformation unknowingly supplied by the University. In this event, a waiver of policy must be approved by Purchasing whose decision shall be final.

Vendors must check their proposals for any errors. Failure to do so will be at the Vendor's risk.

25. RIGHT TO TERMINATE

In the event any of the provisions of the contract are violated by the successful proposer, the University may serve written notice upon Vendor of its intention to terminate the contract. Such notice will state the reason(s) for the intention to terminate the contract. If the violation does not cease and satisfactory arrangements for correction are not made within ten (10) days after the notice is served upon the Vendor, the contract shall cease and terminate. The liability of the Vendor and/or his surety for any and all such violation(s) shall not be affected by any such termination.

26. CANCELLATION

For the protection of both parties all contractual obligations shall prevail for at least 90 days after the effective date of the contract. After that period, for the protection of both parties, this contract may be cancelled, in whole or in part, by either party by giving thirty (30) days written notice to the other party.

27. PAYMENT PERFORMANCE BOND

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28. LIQUIDATED DAMAGES

Left Blank Intentionally.

29. FORCE MAJEURE

No default, delay or failure to perform on the part of the either party 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 either party's reasonable control including, but not limited to, strikes, lockouts or inactions of governmental authorities; epidemics; acts of terrorism; war; embargoes; fire; earthquake; acts of God; or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

30. PAYMENT

The University will make partial payment in the amount of the value of items or service received and accepted by the University in response to a request by the Vendor along with the submission of a properly executed invoice, and supporting documents (if required). The University shall issue the Vendor's payment within 30 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the purchase order/contract. The University's preferred payment method is P-card. No additional charges will be accepted for use of P-card payment. Any penalty or delay in payment shall be in accordance with section 55.03, Florida Statutes. The University's vendor ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the University may be contacted at 813-974-2481.

31. FEID NUMBER

Vendors MUST supply their Federal Employee Identification Number or Social Security number.

32. W-9 (W-8BEN for Foreign Vendors) FORM

The awarded Vendor will be required to complete and return the USF Substitute W-9 (or appropriate IRS W-8 Form for Foreign Vendors). **The W-9 or W-8 must be completed and signed before a contract can be approved. Do not include the W-9 or W-8 in your ITN proposal.**

33. STANDARDS OF CONDUCT

It is a breach of ethical standards for any employee of the University to accept, solicit, or agree to accept a gratuity of

any kind, form or type in connection with any contract for commodities or services. It is also a breach of ethical standards for any potential vendor to offer an employee of the University a gratuity of any kind, form or type to influence the development of a contract or potential contract for commodities or services.

34. USF TOBACCO AND SMOKE FREE POLICY 6-026

As of January 4, 2016 the University of South Florida is a tobacco free campus.
Smoking, tobacco use, and use of related products is prohibited on all property owned, leased or operated by USF. This includes, but is not limited to, all indoor and outdoor areas and properties. Additionally, no smoking and/ or tobacco products will be sold or advertised on the USF Tampa campus. This Policy applies to all faculty, staff, students, vendors and visitors.

Complete policy details can be found at:

http://regulationspolicies.usf.edu/policies-and-procedures/pdfs/policy-6-026.pdf

35. AMERICAN WITH DISABILITIES (ADA)

The Vendor awarded this proposal/proposal shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.

NOTE: If special accommodations are required in order to attend any event or meeting in conjunction with this Invitation to Negotiate, please notify Purchasing and Property Services at (813)974-2481 at least 5 working days prior to the scheduled event.

36. PUBLIC RECORDS

Sealed proposal responses received by the University pursuant to Invitation to Negotiate are exempt from the provisions of the Florida Statute Chapter 119 until such time as the University provides notice of an intended decision or until thirty (30) days after the opening of final replies, whichever is earlier.

The University reserves the right of unilateral cancellation for refusal by the Vendor(s) to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 and made or received by the Vendor(s) in conjunction with this resulting contract.

37. EQUAL OPPORTUNITY STATEMENT

The University believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to non-discrimination based on race, creed, color, sex, age, national origin, religion or disability. To be considered for inclusion as a vendor under this agreement, the bidder commits to the following:

A. The provisions of Executive Order 11246, September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value. See attached.

B. If the bidder expects to receive $25,000 in Revenues during the first 12 months of this agreement, a complete “Certificate of Non-Segregated Facilities” shall be attached to the bid response. Sample certificate attached.

C. If the bidder expects to receive $60,000 in Revenues during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEO-1) must be filed prior to March 1 of each year.

D. If the bidder expects to receive $60,000 in Revenues 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 this agreement.

38. PUBLIC ENTITY CRIMES

Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 threshold amount provided in the University Regulation 4.02030(1), for a period of 36 months from the date of being placed on the convicted vendor list.

39. LOBBYING

The expenditure of funds from Grants and Aids Appropriations, for the purpose of lobbying the Legislature or a State

Agency, is prohibited. This condition is applicable to Florida State appropriated grants and aids

40. AFFIRMATIVE ACTION

As a condition of this contract, the Vendor agrees to comply with Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 503 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, which are incorporated herein by reference.

41. TAXES

The State of Florida, and the University, is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. The Vendor shall pay all personal property taxes on leased equipment and all taxes based upon net income.

42. LICENSES

In the event either party is required to obtain from any governmental authority any permit, license, or authorization as a prerequisite to performing its obligations hereunder, the cost thereof shall be borne by the party required to obtain such permit, license, or authorization.

43. CERTIFICATION

In accordance with Section 112.3185, Florida Statutes, the Vendor hereby certifies that to the best of his knowledge and belief no individual employed by him or subcontracted by him has an immediate relation to any employee of the University who was directly or indirectly involved in the procurement of said services. Violation of this section by Vendor shall be grounds for cancellation of this Agreement by the University.

44. INDEMNIFICATION

Vendor agrees to indemnify and hold free and harmless, and defend the State of Florida, the State Board of Education, the State Board of Governors, the University of South Florida, and the University of South Florida Board of Trustees, a public body corporate, and their officers, employees and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from the presence, activities and promotions of every kind and nature whatsoever of Vendor and/or Vendor's officers, employees, agents and contractors, in connection with this Agreement.

45. INSURANCE

a. The Vendor shall not commence any work in connection with this contract until obtaining, at a minimum, all of the types of insurance enumerated below and having such insurance approved by the University. The Vendor shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained. All insurance policies shall be with insurers qualified to do business in Florida. The Vendor shall furnish the University proof of insurance coverage by certificates of insurance no later than ten (10) days after Contract award. All required insurance policies shall name the University of South Florida Board of Trustees, State Board of Governors and the State of Florida as additional named insureds.

b. The Vendor must secure and maintain, during the life of this agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the Vendor shall require the insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Vendor's insurance. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in work under his contract at the site of the project is not protected under Worker's Compensation statute, the Vendor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the University, for protection of the employees not otherwise protected.

c. The Vendor must secure and maintain during the life of the Agreement, COMPREHENSIVE GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE which shall protect the Vendor and its officers, employees, servants, agents, and University from claims for damages and personal injury, including accidental death, as well as claims for property damages which may arise from operations under this agreement whether such operations be by the Vendor or by anyone directly or indirectly employed by the vendor and the amounts of such insurance shall be for, at a minimum, the amounts as follows:

1.	Commercial General Liability	
	Each occurrence	$ 250,000
	Each aggregate	$ 500,000
2.	Business Auto Liability Insurance	
	Combined Single limit	$ 500,000

3. Umbrella or Excess Liability $1,000,000

d. The University is exempt from paying, and is in no way liable for, any sums of money which may represent a deductible in any vendor's insurance policy. The payment of such deductible is solely the responsibility of the Vendor obtaining the insurance.

46. RELATIONSHIP OF PARTIES

It is understood and agreed that nothing herein contained is intended, or should be construed, as creating or establishing the relationship of partners or joint ventures, or any similar relationships between the parties hereto, or as constituting Vendor as the agent or representative of the University for any purpose in any manner whatsoever. Vendor is not authorized to bind University to any contracts or other obligations. Vendor shall not expressly or impliedly represent to any party that Vendor and University are partners or that Vendor is the agent or representative of University or of the Board of Trustees for any purpose or in any manner whatsoever.

47. TECHNOLOGY PROVIDED

The University's expectation is that vendors shall provide the most current available technology in the execution of the terms and conditions and in providing all services related to the contract.

48. PURCHASES BY OTHER UNIVERSITY ENTITIES

With the consent and agreement of the successful Vendor(s), purchases may be made under this ITN by University of South Florida Direct Support Organization and affiliated entities. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation.

49. MINORITY BUSINESS ENTERPRISE (MBE)

The University of South Florida actively encourages the continued development and economic growth of small, minority, service disabled veterans and women-owned businesses. Central to this initiative is the participation of a diverse group of vendors doing business with the University. To this end, it is vital that small, minority, service disabled veterans and women-owned business enterprises participate in the State's procurement process as both **prime contractors and subcontractors**. Small, minority, service disabled veterans and women-owned business enterprises are strongly encouraged to submit replies to solicitations, or to contact larger suppliers about subcontracting opportunities.

When and if USF requests the vendor shall submit documentation describing the efforts being made to encourage the participation of small, minority, service disabled veterans and women-owned business enterprises within their organization. Vendors shall also provide a list of MBE suppliers and subcontractors with the bid proposal.

When and if USF requests vendors are obligated to provide the following. Vendors who contract with the University are required to provide information related to the use of certified/non certified small, minority, service disabled veterans and women-owned business. Prime Contractor Quarterly Reports should identify any participation by diverse contractors: subcontractors, vendors, resellers, distributors, or such other participation as the parties may agree.

When and if USF requests vendors are obligated to provide the following. Prime Contractor Quarterly Report documentation shall include the reporting of spending with state of Florida certified/non certified small, minority, service disabled veterans and women-owned business enterprises. Such reports must be submitted quarterly to the USF Purchasing Manager mahernandez@usf.edu by e-mail to be utilized for the University's Annual subcontractor reporting to the State of Florida, Department of Management Services, Office of Supplier Diversity. Subcontractor Reports should be provided by the Prime Contractor on a quarterly basis by the 7th of the month in January, April, July & October by email.

The Quarterly Reporting Requirements for Prime Contractors Form to submit the use of subcontractor's quarterly spend data is located here: https://www.usf.edu/business-finance/purchasing/sup-div/index.aspx
The form also includes the minority business enterprise codes that are applicable to this reporting requirement. Minority Business Enterprises reported:

CERTIFIED MBEs
CMBE, MV-H, AFRICAN-AMERICAN
CMBE, MV-I, HISPANIC AMERICAN
CMBE, MV-J, ASIAN-HAWAIIAN
CMBE, MV-K, NATIVE AMERICAN
CMBE, MV-M, AMERICAN WOMAN
CMBE, MV-W1, SERVICE DISABLED VETERAN (CERTIFIED)

NON-CERTIFIED MBEs
NON-CMBE, MV-N, AFRICAN-AMERICAN
NON-CMBE, MV-O, HISPANIC AMERICAN
NON-CMBE, MV-P, ASIAN-HAWAIIAN
NON-CMBE, MV-Q, NATIVE AMERICAN
NON-CMBE, MV-R, AMERICAN WOMAN

Is your firm a "Minority Business Enterprise" defined as a business concern engaged in commercial transactions which is domiciled in Florida, is at least fifty-one (51%) percent owned by minority person and whose management and daily operations are controlled by such persons?

YES ☐ NO ☐

If yes, is it certified by the State of Florida Office of Supplier Diversity (OSD)?

YES ☐ NO ☐

50. CONDITIONS AND PROVISIONS

USF reserves the right to reject any and all proposals and to waive minor variances from the requirements set forth in this ITN. USF at its sole discretion will select the proposal it deems is in the best interests of USF.

51. 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 have 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)

52. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, of the Florida Statutes. All vendors must disclose with their ITN the name of any officer, director, or agent who is also an employee of the University. Further, all vendors must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.

By submitting a response to this ITN without such information, the Vendor certifies that to the best of his knowledge and belief no individual employed by him or subcontracted by him has an immediate relation to any employee of the University who was directly or indirectly involved in the procurement of said services. Violation of this section by Vendor shall be grounds for cancellation of the Contract.

53. NOTICE OF ITN PROTEST BONDING REQUIREMENT

Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the University pursuant to Section 120 F.S., shall post with the University at the time of filing the formal written protest, a bond payable to the University in an amount equal to 10 percent of the University's estimate of the total volume of the contract or $10,000 whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the University pertaining to requests for approval of

exceptional purchases, the bond shall be in the amount equal to 10 percent of the requesting agency's estimate of the contract amount for the exceptional purchase requested or $10,000, whichever is less. In lieu of a bond, the University may, in either case, accept a cashier's check or money order in the amount of the bond. Failure to file the proper bond at the time of filing the formal protest will result in a denial of the protest.

54. PATENTS COPYRIGHTS, TRADEMARKS, ROYALTIES and other Intellectual Property

To the extent that intellectual property of Vendor will be sold or licensed as a part of the products or services offered, the Vendor, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, trademarked or unpatented invention, process, or article manufactured or supplied by the vendor.

55. COMPLIANCE WITH LAWS

Vendor shall comply with applicable Federal, State, and local laws and regulations and University Regulations and Policies with respect to its participation in the ITN process. If Vendor receives an award as a result of the ITN, Vendor shall continue to comply with the foregoing laws, regulations, and policies. If Vendor fails to comply with the requirements of the proceeding sentences, the University, in its sole discretion, may disqualify Vendor, or, if Vendor has been awarded a contract pursuant to the ITN, the University, in its sole discretion, may determine that Vendor is in default.

56. TERM OF AGREEMENT AND RENEWALS

The term of this Agreement will begin in January 2019 and will continue for one (1) year. The University will have the option to renew the Agreement for four (4) additional one (1) year periods if it is judged to be in the best interests of the University to do so.

57. AVAILABILITY OF FUNDS

The University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature

SECTION III: ITN SPECIFICATIONS

I. ITN OBJECTIVE

To secure a comprehensive landscape maintenance program for USF Tampa Campus Housing and Residential Education (HRE) properties. This program will meet or exceed USF Facilities Management/Grounds (FM/Grounds) standards and APPA Level 2 standards for upkeep and repair associated with turf grass areas, shrub beds, annual flower beds, flower pots and planters, trees and irrigation systems. The service locations are USF Housing & Residential Education, Tampa campus properties identified as the following: Juniper Poplar residence hall (JPH), Magnolia Apartment Complex, Holly**/**Maple/Cypress residence halls, the Argos Center, Beta/Kosove/Castor residence halls and the Greek Village.

II. BACKGROUND AND PLANNING

The **USF HOUSING & RESIDENTIAL EDUCATION DEPARTMENT** manages the 24/7/365 operation of all residence facilities at the University of South Florida – Tampa Campus which houses approximately 6700 students. Specifically, HRE is responsible for custodial and maintenance services in the residence halls, residence hall programs and learning initiatives, residence hall contracts and residential conference programs. In addition, Housing & Residential Education manages and maintains Greek Village Housing and is responsible for the marketing and advertising of all residence halls to new and existing students.

Primary Components of the Landscape Program. Selected vendor/vendors will be responsible for:

- Comprehensive landscape maintenance
- Vendor's staff supervision
- Work Scheduling
- Meet or exceed Level 2 Association of Physical Plant Administrators (APPA) landscape maintenance standards (refer to attachment 2) (Additional information: http://bokcms.appa.org/pdfs/13-08181612.pdf)
- Implement preventive maintenance (PM) programs for landscape irrigation system(s)
- General irrigation system maintenance and minor repairs
- Although grounds will be maintained according to standards year round, particular attention will be paid to services performed before May graduations, August Grand Opening and January for new/returning students.

III. SCOPE OF WORK

Facility/Locations and area:

LOT 1: Juniper Poplar Residence Hall /Magnolia Residential Complex - 413,006 S.F. or 9.48 acres

LOT 2: Holly/Maple/Cypress/Argos Residential Complex (incl.: Argos Ctr, Castor, Beta, Kosove) – 906,665 S.F. or 20.81 acres

LOT 3: Greek Village consisting of 11 Buildings Residential housing and Chapter Houses and associated recreational areas– 481,447 S.F. or 11.05 acres

A map showing the three LOTS can be found as an attachment to ITN 19-12-MH on the USF Purchasing web site

https://www.usf.edu/business-finance/purchasing/public-bids/awards-18-19.aspx

Operating Times

- Landscape maintenance services can be performed Monday through Sunday
- Operating hours are between 8:00 am and 6:00 pm weekdays and 10:00 am to 6:00 pm on weekends
- Exceptions to these times by written permission of the Housing & Residential Education Facilities department.

Maintenance

Inspection and maintenance of the landscape listed below in accordance with industry standards, all applicable local, state and federal laws, rules, regulations and ordinances.

- Turf grass areas
    - Inspection and policing conducted at every visit
    - Mowing, edging, trimming, blowing conducted weekly during active growing months (typically April through October) and bi-weekly the remainder of year (typically November through March) to include all areas both inside and outside of sidewalk boundaries between curbs and buildings.

- Fertilizer (EPA registered products only, low odor, weekend spraying)
    - Spring: Balanced fertilizer with pre-emergent herbicide and Cutless plant growth regulator
    - Late spring: Balanced fertilizer, lower nitrogen than spring
    - Early fall: Balanced fertilizer with pre-emergent herbicide

- Shrub beds
    - Litter policing conducted at every visit
    - High traffic and activity areas will be visited every week
    - All areas are to be pruned completely every six weeks and all debris removed and disposed of off-site.
    - Hard cut backs to re-establish shape and size will be conducted in late winter, as required, for suitable plant species
    - Fertilizer
        - Spring: Flowering shrubs will receive an application of slow release, balanced fertilizer
        - Winter: Shrubs receiving a hard cut back will receive an application of slow release, balanced fertilizer
    - Pests will be identified and treated appropriately as required. Products/Chemicals used are to be pre-approved by USF Housing & Residential Education Facilities staff.
- Annual flower beds, pots and planters
    - Flowers are an optional service and would be billed separately
    - A minimum of **FOUR** flower rotations per year is the USF HRE standard, one week prior to **May Graduation**, **August Grand Opening** (date to be provided by HRE) hall openings in **January** for new/returning students, and a fourth planting as requested/approved by HRE Facilities.
    - Weekly maintenance of these flowers (weeding, dead-heading, replacement of damaged or sub-standard plants) would be part of the basic maintenance program.
    - Fresh planting soil would be incorporated into existing bed at each planting
    - Slow release fertilizer would be incorporated into soil at each planting and used only during the mandated allowable time frame (drier months).
    - An initial heavy hand watering of new plants would be conducted to “set” new plantings.
- Palms
    - Spring – (April-May) Brown frond and seed pod removal
    - Fall – (September-October) Brown frond and seed pod removal
    - If a lift is required, a 48-hour notice to HRE is required and the contractor will be responsible for all proper safety precautions by closing work area to pedestrian traffic and using flagmen when equipment is in motion.
- Trees
    - Hardwoods under (12) feet in height
        - Winter - (February-March)
            - Elevation and deadwood removal as necessary
        - Summer – (April-August)
            - Maintenance pruning of Hardwoods to (12) feet in height for building security and for vehicle and pedestrian clearance issues
            - Crape Myrtle sucker removal as required
    - Hardwoods above (12) feet in height
        - Coordinated with F/M Grounds and Housing Facilities Maintenance (removing excess foliage, removing branches rubbing buildings, removing deadwood and safety pruning, etc.)
- Irrigation
    - Quarterly inspections for distribution and uniformity of coverage
    - Seasonal run time adjustments
    - Minor repairs are to be conducted during regularly scheduled visits (broken heads (Rainbird, Hunter), pipes 2” and under).
    - Notification must be given to USF Housing of any need for a major repair
    - Major repairs will be coordinated and managed with the USF Facilities Management Grounds in conjunction with HRE staff.
    - Relative “as built” plans will be provided for the entire system.

- Pre-Semester Spruce Up
    - Landscape bed re-definition by mechanical hard edging
    - Pre-emergent herbicide application to all beds (Any EPA registered product is acceptable as long as it is applied by a licensed applicator. Spraying is discouraged during the week.)
    - Removal of excessive old mulch around base of shrubs, trees and drain intakes
    - Fresh hardwood mulch installation to all plant beds to a minimum depth of 3”
    - Coordination with Landscape Restoration contractors for proper post planting care, to include hand watering if necessary, of all new plant material
    - If required, due to any impact of summer construction work, an additional detail team may be needed
- Litter and Trash Cans
    - Daily (M-F) emptying of 50 waste and 20 recycle exterior trash receptacles along with fresh bag replacement as needed (trash liners are to be included in contract pricing). (Allow for up to a 10% increase in number of units.) Bag specifications are to be sufficient to prevent spillage and degradation by contents/weather/animals.
    - Daily (M-F) policing of litter.
    - Disposal of collected trash and litter into HRE’s identified disposal units

Inclusions: All materials (trash liners, EPA approved chemicals, EPA approved fertilizers, irrigation supplies), tools, equipment and labor necessary to successfully execute this landscape maintenance agreement.

Repairs & After Hours Support

Company will provide services for minor repairs and will help coordinate and manage contractor activities for major repairs.

IV. TERMS & CONDITIONS

- The agreement term is for **one (1)** year with an option to extend for four (4) one-year extensions for a total five year contract.
- Contracts for repairs or work outside the scope of services are the responsibility of the USF Housing. Costs associated with any repairs or support work **not** considered part of the base landscape maintenance agreement will be billed based on time and materials

V. FEES

Services are to be invoiced monthly. USF payment terms are Net 30 days

After Hours and Non-Agreement Support and Repairs

Costs associated with any repairs or support work not considered part of the base landscape maintenance agreement will be billed based on time and materials.

VI. EVALUATION FACTORS

- Vendor’s ability to provide services
- Vendor’s experience and experience of the team that will services the USF campus
- Vendor References
- Overall cost for services

VII. PROPOSAL FORMAT

All proposals will be structured as follows;
There will be five sections each designated by a different Tab

TAB – A - Required Documentation

Required Forms:

- Invitation to Negotiate cover page (Signed)
- Minority Vendor and P-Card Certification
- Certificate of Non-Segregated Facilities
- Bidder's Affirmation
- Small, Minority or Woman Owned Business Form
- Purchase Order Payment Preference
- All issued Addendums to this ITN (Signed)
- Vendors Pricing Schedule reference Attachment 1 page 22 of this ITN

Tab B - Vendors Response to the ITN

- Vendors' response to the statement of work requirements
- Description of how the vendor will provide the "Staffing requirements and Services Requirements" as described on pages 19-20.
- Description – the resources available to the vendor

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Tab C - Total proposal Cost

- Costs – Detailed price schedule for services offered (refer to attachment 1 on page 22)

Tab D – Vendor's financial viability documentation

Tab E- Company Information

- Company References
- Vendor Qualification Documentation re item 13, pages 7-8
- Overview of the staff experience that will service the USF, team's bona fides re. item 13, pages 7-8

Attachment 1

ITN Pricing Proposal

A map showing the three LOTS can be found as an attachment to ITN 19-12-MH on the USF Purchasing web site https://www.usf.edu/business-finance/purchasing/public-bids/awards-18-19.aspx

AWARD WILL BE BY DESIGNATED LOTS OR ALL. PLEASE ENTER A "NO BID" ON ANY LOT THAT IS NOT APPLICABLE

LOT 1. USF Housing and Residential Education
JUNIPER POPLAR RESIDENCE HALL/ MAGNOLIA RESIDENTIAL COMPLEX 413,006 SQ.FT. Or 9.48 ACRES
Landscape maintenance program with all work to be completed
as described in Bid Specifications of ITN 19-12-MH.

LOT 1 TOTAL ANNUAL COST FOR LOT 1 $_____

LOT 2. USF Housing and Residential Education
HOLLY/MAPLE/CYPRESS/ARGOS RESIDENTIAL COMPLEX (INC. ARGOS CENTER, CASTOR, BETA, KOSOVE) 906,665 SQ. FT. OR 20.81 ACRES
Landscape maintenance program with all work to be completed
as described in the Bid Specifications of ITN 19-12-MH.

LOT 2 TOTAL ANNUAL COST FOR LOT 2 $_____

LOT 3. USF Housing and Residential Education
GREEK VILLAGE COMPLEX CONSISTING OF SEVEN (7) HOUSES, FOUR (4) CHAPTER HOUSES, AND A COMMUNITY BUILDING WITH POOL 481,447 SQ.FT. or 11.05 acres
Landscape maintenance program with all work to be completed
as described in Bid Specifications of ITN 19-12-MH**.**

LOT 3 TOTAL ANNUAL COST FOR LOT 3 $_____

TOTAL ANNUAL COST IF AWARDED ALL THREE LOTS (1, 2, 3) $_____

OUT OF SCOPE SERVICES

LABOR:

Labor (HOURLY RATES):

DAILY M-F 8 – 5 _____ M-F OVERTIME _____ WKED /HOLIDAY _____

PROJECT MANAGER (HOURLY RATES):

DAILY M-F 8 – 5 _____ M-F OVERTIME _____ WKED /HOLIDAY _____

MATERIALS:

MARKUP _____% (COST PLUS %)

PRICING SUBMITTED BY:

SIGNATURE

PRINTED NAME / TITLE / DATE

Attachment 2

APPA Grounds Standards

LEVEL 2 High-level maintenance. Associated with well-developed public areas, malls, government grounds, or college/university campuses. Recommended level for most organizations.

TURF CARE. Grass cut once every five working days. Aeration as required but not less than two times per year. Reseeding or sodding when bare spots are present. Weed control practiced when weeds present a visible problem or when weeds represent 5 percent of the turf surface. Some pre-emergent products may be used at this level.

FERTILIZER. Adequate fertilizer level to ensure that all plant materials are healthy and growing vigorously. Amounts depend on species, length of growing season, soils, and rainfall. Rates should correspond to at least the lowest recommended rates. Distribution should ensure an even supply of nutrients for the entire year. Nitrogen, phosphorus, and potassium percentages should follow local recommendations. Trees, shrubs, and flowers should receive fertilizer levels to ensure optimum growth.

IRRIGATION. Sprinkler irrigated--electric automatic commonly used. Some manual systems could be considered adequate under plentiful rainfall circumstances and with adequate staffing. Frequency of use follows rainfall, temperature, season length, and demands of plant material.

LITTER CONTROL. Minimum of once per day, five days per week. Offsite movement of trash depends on size of containers and use by the public. High use may dictate daily or more frequent leaning.

PRUNING. Usually done at least once per season unless species planted dictate more frequent attention. Sculpted hedges or high-growth species may dictate a more frequent requirement than most trees and shrubs in natural-growth plantings.

DISEASE AND INSECT CONTROL. Usually done when disease or insects are inflicting noticeable damage, are reducing vigor of plant material, or could be considered a bother to the public. Some preventive measures may be used, such as systemic chemical treatments. Cultural prevention of disease problems can reduce time spent in this category. Some minor problems may be tolerated at this level.

SURFACES. Should be cleaned, repaired, repainted, or replaced when their appearances have noticeably deteriorated.

REPAIRS. Should be done whenever safety, function, or appearance is in question.

INSPECTIONS. Inspection should be conducted by some staff member at least once a day when regular staff is scheduled.

FLORAL PLANTINGS. Normally, no more complex than two rotations of bloom per year. Care cycle is usually at least once per week, but watering may be more frequent. Health and vigor dictate cycle of fertilization and disease control. Beds essentially kept weed free.

Minority Vendor & Visa P-Card Certification

Certification of Minority Vendor

Is your firm a "Minority Business Enterprise", defined as a business concern engaged in commercial transactions, which is domiciled in Florida, and which is at least fifty-one (51%) percent owned by minority persons and whose management and daily operations are controlled by such persons?

YES___ NO___

If yes, is it certified by the State of Florida Office of Supplier Diversity (OSD)?

YES___ NO___

All bid proposals must be submitted on our standard Invitation to Negotiate Form. Bid proposals submitted on vendor quotation forms will not be accepted without a completed Invitation to Negotiate Form.

Visa Purchasing Card (P-Card) acceptance Certification
I will accept payment by Visa Purchasing Card. (See Article IV, 28)

Print Name and Title

_____ _____
Authorized

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, _____
certify to the University of South Florida that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any location, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive Order 11246 of 24 September 1965.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash room, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

We, further, agree that (except where we have obtained identical certifications from proposed subcontractors for specific time periods) we will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certificate of Non-segregated Facilities, as required by the 9 May 2067 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 2067), must be submitted prior to the award of a sub-contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each sub-contract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

_____
(NAME OF COMPANY)

Signature: _____

TITLE: _____

DATE: _____

SUBPART D - CONTRACTOR'S AGREEMENTS

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause."

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin."

(3) The contractor 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 by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment."

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor."

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law."

(7) The contractor will include the provision of Paragraphs (1) through (7) 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 No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order s the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States."

SEC. 402 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:

(1) The Contractor agrees to comply with the affirmative action clause and regulations published by the U.S. Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, Executive Order 11701 and Section 503 of the Vocational Rehabilitation Act of 1973, which are incorporated in this certificate by reference.

Bidder's Affirmation and Declaration

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgments, personally appeared

_____

Affiant's Name

who, after being duly cautioned and sworn (or who is unsworn if that be the case) and being fully aware of the penalties of perjury, does hereby state and declare, on his own behalf or on behalf of a partnership or corporation, whoever or whichever is the Bidder in the matter at hand, as follows:

1. That the Bidder, if an individual, is of lawful age; or

2. That if:
   a. The Bidder is a partnership or a corporation, it has been formed legally;
   b. The Bidder is a Florida Corporation, it has filed its Articles of Incorporation with the Florida Secretary of State; and,
   c. The bidder is a corporation incorporated under the law of a state other than Florida; it is duly authorized to do business in the State of Florida.

3. That if the Bidder is using a fictitious name, he/she/it has complied with the Fictitious Name Statute of the State of Florida.

4. That the Bidder has not submitted a rigged bid, nor engaged in collusive bidding or collusive bidding arrangements or fraudulent bidding, or entered into a conspiracy relative to this bid, with any other person, partnership, or corporation making a bid for the same purpose. The Bidder is aware that "Any understanding between persons where one or more agree not to bid, and any agreement fixing the prices to be bid so that the awarding of any contract is thereby controlled or affected, is in violation of a requirement for competitive bidding and renders a contract under such circumstances invalid." [See McQuillian, Municipal Corporations, §26.69].

5. That the Bidder is not in arrears to any agency in the State of Florida upon debt or contract and is not a defaulter, as surety or otherwise upon any obligation to any agency of the State of Florida.

6. That no officer or employee of the University of South Florida, either individual or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract of obligation entered into between the University of South Florida and this Bidder or awarded to this Bidder; nor shall any University officer or employee have any financial interest in assisting the Bidder to obtain, or in any other way effecting, the award of this contract or obligation to this Bidder.

7. That, by submitting this bid, the Bidder certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of the work to be performed and/or the services to be rendered.

Further Bidder Sayeth Not.

Bidder: Complete the Acknowledgment on the following page.

Bidder's Affirmation and Declaration - Continued

We the undersigned, as Bidders, hereby declare that we have carefully read this Invitation to Bid or Request for Proposal and its accompanying provisions, terms and conditions concerning the equipment, materials, supplies and/or services as called for, the technical specifications along with any applicable drawings, attended all applicable pre-bid or pre-proposal conference along with visual inspections, and with the full knowledge and understanding of the requirements and conditions, do hereby agree to furnish and to deliver as indicated, F.O.B. University of South Florida location, with all transportation charges prepaid, and for the prices quoted thereon as follows.

******See Bid Proposal Herein******

Firm Name:_____

Type of Organization: [ ] Individual [ ] Small Business [ ] Non-Profit
[ ] Partnership [ ] Corporation [ ] Joint Venture

Business is licensed, permitted or certified to do business in the State of Florida. [ ] Yes [ ] No

E-Mail Address:_____

Division of Management Services SPURS License No.:_____

State of Florida Corporation ID No. (from Secretary of State):_____

State of Florida Fictitious Name Reg. No. (from Secretary of State):_____

State of Florida Contractor's License No. (from DPR):_____

Name Contractor's License is under:_____

FEID No. _____ County of _____

Representative's Name:_____

Authorized Representative's Title:_____

Address:_____

City:_____ State:_____ Zip Code:_____

Telephone No._____Fax No._____

The foregoing instrument was acknowledged before me this the _____ day of _____, 2010, by _____ who is personally known to me or who has produced identification and who did (did not) take an oath.

_____ _____
Signature of Notary Public Authorized Signature of Affiant

Notary Public
State of _____

My Commission Expires: _____

_____ _____
Printed, typed or stamped Printed, typed or stamped
Commissioned Name of Notary Public Name of Affiant

Small, Minority or Women-Owned Business? _____YES _____NO

If answered yes above, please circle classification that applies:

Federal Classifications *(If your Business is registered with the Small Business Administration (SBA) or the Central Contractor Registration (CCR) Website at: https://www.bpn.gov/ccring/scripts/search.asp, please circle the classification(s) in this column that applies to your business.*	**State of Florida Certified Minority Business Enterprise** *(If you circle a classification in this column, please provide a copy of your Florida Statewide & Inter-Local Certification with your application)*	**Non-Certified Minority Business Enterprise** *(Business must be at least 51% owned, managed & controlled by minority persons to select a classification in this column.)*	**Non-Profit Organization**
SBA 8(a) Certification *(please provide a copy of certificate with application)*	**African American** *(please provide a copy of certificate with application)*	**African American**	**Minority Board** *(51% or more Minority Board of Directors)*
Small Disadvantaged Business Certification *(please provide a copy of certificate with application*	**Hispanic American** *(please provide a copy of certificate with application)*	**Hispanic American**	**Minority Employees** *(51% or more Minority Officers)*
HUBZone Certification *(please provide a copy of certificate with application*	**Asian American** *(please provide a copy of certificate with application)*	**Asian American**	**Minority Community** *(51% or more Minority Community Served)*
Veteran	**Native American** *(please provide a copy of certificate with application)*	**Native American**	**Other- Non Profit**
Service Disabled Veteran	**American Woman** *(please provide a copy of certificate with application)*	**American Woman**	
Vietnam Veteran			
Women Owned			
Minority Owned Business			

- If you select a classification that is certified by a Federal or State agency, please provide a copy of your certification for each agency along with this application.
- To determine your Federal Size Standard, please access the U.S. Small Business Administration's website: http://www.sba.gov/starting/indexwhatis.html or go to the SBA's http://www.sba.gov/size to look up your North American Industry Classification Systems (NAICS) Code and the qualifying number of employee's or annual dollar amount. To register your business on the Central Contractor Registration (CCR) Website visit https://www.bpn.gov/ccr/scripts/index.html
- If you are using Federal Size Standards, please specify the codes used:
  NAICS Code: _____ Number of Employees: _____ or Annual Amount: _____
- If you are not a State of Florida Certified Minority Business Enterprise and would like to download the application for certification of Minority Business Enterprise for the State of Florida and view the State of Florida's Eligibility criteria, please go the Office of Supplier Diversity's website at: http://osd.dms.state.fl.us.

Part 3 – Purchase Order and Payment Preferences

By which delivery method do you prefer to receive purchase orders?

☐ **Fax** ☐ **Postal mail**

Payment Discount Terms:

☐ **2% Net 10**

Other:

_____

By which delivery method do you prefer to receive payment?

☐ **Check**

☐ **Credit Card**
(USF Procurement Card)

☐ **Automated Clearing House (ACH)**

(Awarded vendors may request ACH payment option selection through USF Accounts Payables)

Part 4 – Signature

I certify to the best of my knowledge and belief, that the business or payee identified in this vendor application, and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency.

I certify that the information supplied herein, including all attachments, is correct to the best of my knowledge. I further certify that in doing business with the State of Florida my firm is in compliance with Chapter 112, Florida Statutes relating to conflict of interest (to review the Statute in full, visit http://www.flsenate.gov/statutes).

_____ _____
Name of Person Signing Application **Title**

_____ _____
Signature **Date**

BID OPENING DIRECTIONS TO
USF PURCHASING SERVICES (INCLUDING P-CARD)
4202 E. Fowler Avenue, STOP SVC 1073
Tampa, FL 33620-9000
(813) 974-2481

1. Enter at the University's main entrance off of Fowler Avenue.

2. Pull into the USF Campus Information Center (building on your right that looks like a drive-through bank) and purchase a USF Daily Parking Permit for $5.00 (permit prices subject to change without notice; contact Parking Services at (813) 974-4607 for updated pricing information). **NOTE: Parking permits are required in all non-metered spaces. Parking lots are monitored 24/7 and vehicles that are parked illegally will receive a citation.**

3. Upon leaving the Campus Information Center, turn right onto Leroy Collins Boulevard proceed straight through the first signal light which is Alumni Drive, and get into the right-hand turn lane.

4. Turn right at USF Mango Drive.

5. Proceed to Collins Blvd. Parking Facility (GBG).

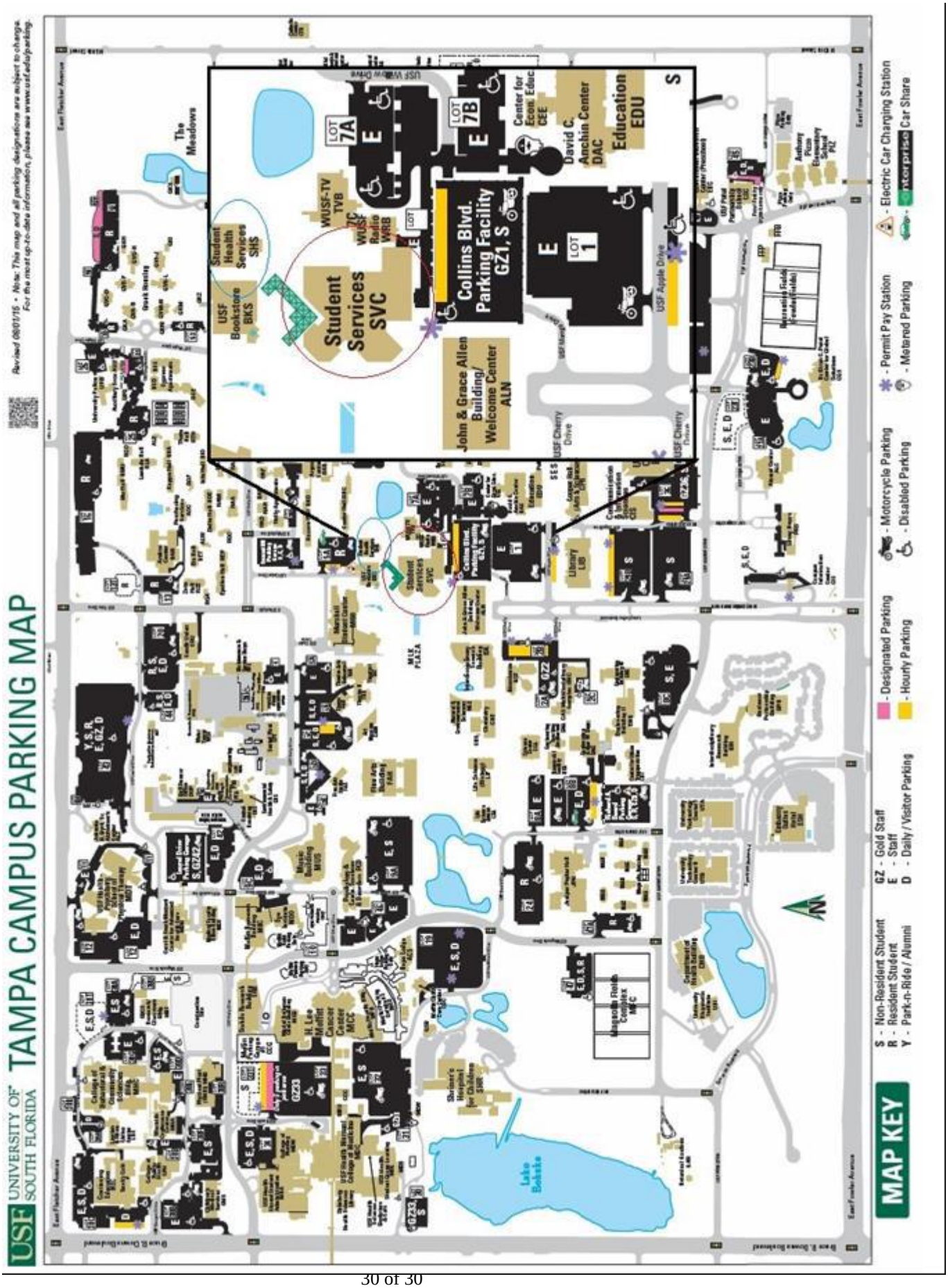
6. Collins Blvd. Parking Facility has a parking pay station located on the street level entrance at the north-west corner of the garage. The Purchasing offices are located in the SVC Building, which is directly next door to the Collins Blvd. Garage.

7. Once parked, walk in a northerly direction (orient by parking pay station) to the connector bridge (SVC Bldg. should be visible)

8. Take elevator in SVC Bldg. to 1st floor and look left for Purchasing Services reception area.

9. NOTE: You may request a Campus Map at the Campus Information Center.
We suggest that you either stop at the Campus Information Center or the parking permit dispensers in the Collins Blvd. parking garage, to obtain a Daily parking permit prior to visiting Purchasing Services.

* Note: A campus Map showing the location of the Collins Blvd. Garage and the SVC building is included with these instructions. **Do not forget to stop at the Campus Information Center to obtain a daily parking permit prior to visiting Purchasing Services.**


USF UNIVERSITY OF SOUTH FLORIDA TAMPA CAMPUS PARKING MAP
Revised 08/01/15 • Note: This map and all parking designations are subject to change. For the most up-to-date information, please see www.usf.edu/parking.
MAP KEY
S - Non-Resident Student
R - Resident Student
Y - Park-n-Ride / Alumni
GZ - Gold Staff
E - Staff
D - Daily / Visitor Parking
- Designated Parking
- Hourly Parking
- Motorcycle Parking
- Disabled Parking
- Permit Pay Station
- Metered Parking
- Electric Car Charging Station
- Car Share
Student Services SVC
Collins Blvd. Parking Facility GZ1, S
John & Grace Allen Building/ Welcome Center ALN
Student Health Services SHS
USF Bookstore BKS
WUSF-TV TVB
WUSF Radio WRB
LOT 7A
LOT 7B
LOT 1
David C. Anchin Center DAC
Center for Econ Educ CEE
Education EDU
USF Apple Drive
USF Cherry Drive
The Meadows
Lake Batista
USF Fowler Avenue
USF Bruce B. Downs Boulevard