

SUBMIT BID TO:
PROCUREMENT SERVICES
UNIVERSITY OF FLORIDA
971 ELMORE DRIVE
GAINESVILLE, FL 32611

Phone: (352) 392-1331 - FAX: (352) 392-8837

Web Address: <https://procurement.ufl.edu/>



INVITATION TO BID

Commodity Acknowledgment Form

Page 1 of 12 pages		BID WILL BE OPENED: March 10, 2021 at 3:30 PM local time and may not be withdrawn within 45 days after such date and time. Non-Mandatory Pre-bid: February 24, 2021 at 10:00AM local time via Zoom.		BID NO.: ITB21DB-132	
DATE: 2/18/2021		PROCUREMENT AGENT: DB/jh		BID TITLE: Annual Contract for Pressure Washing Services for Garage Parking Surfaces	
VENDOR NAME					
VENDOR MAILING ADDRESS		REASON FOR NOT SUBMITTING BID			
CITY - STATE - ZIP CODE		POSTING OF BID TABULATIONS Bid tabulations with intended award(s) will be posted electronically for review by interested parties at https://procurement.ufl.edu/ and will remain posted for a period of 72 hours excluding Saturdays, Sundays, or state holidays. Failure to file a protest in accordance with Board of Governors (BOG) Regulation 18.002 or failure to post the bond or other security as required in the BOG regulations 18.002 and 18.003(3), shall constitute a waiver of protest proceedings.			
AREA CODE	TELEPHONE NO.				
	FAX NO.				
	WEB ADDRESS				
	EMAIL ADDRESS				

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the vendor and that the vendor is in compliance with all the requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid on behalf of the Board of Trustees, hereinafter known as the University, the vendor offers and agrees that if the bid is accepted the vendor 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 University 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 vendor.

 AUTHORIZED SIGNATURE (MANUAL)

 NAME AND TITLE (TYPED)

GENERAL CONDITIONS

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date, and time of the bid opening and the bid number. Bids not submitted on the attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. **EXECUTION OF BID:** Bid must contain an original manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by vendor must be initialed.

2. **NO BID:** If not submitting a bid, respond by returning only this vendor acknowledgment form, marking it "NO BID", and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, nonconformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.

3. **BID OPENING:** Shall be public, on the date, location and the time specified on the bid form. It is the vendor'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. A bid may not be altered after opening of the bids. NOTE: Bid tabulations will be posted electronically at <https://procurement.ufl.edu/>. Bid tabulations will not be provided by telephone.

4. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and will include all packing, handling, shipping charges, and delivery to the destination shown herein.

(a) **TAXES:** The University does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property or services. The Florida Tax Exempt Number is 11-06-024056-57C. This exemption does not apply to purchases of tangible personal property or services made by vendors who use the tangible personal property or services in the performance of contracts for the improvement of University-owned real property as defined in Chapter 192, F.S.

(b) **DISCOUNTS:** Vendors are encouraged to reflect trade discounts in the unit prices quoted; however, vendors may offer a discount for prompt payment. Prompt payment discounts will not be considered in the bid award. However, every effort will be made to take the discount within the time offered.

(c) **MISTAKES:** Vendors are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and

services. Failure to do so will be at vendor's risk. In case of a mistake in extensions the unit price will govern.

(d) **INVOICING AND PAYMENT:** Payment will be made by the University of Florida after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified. An original invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. Payment shall be made in accordance with Section 215.422 (1) (2) F.S. **VENDOR OMBUDSMAN:** The University's vendor ombudsman, whose duties include acting as an advocate for vendors may be experiencing problems in obtaining payment from the University, may be contacted at 352-392-1241.

(e) **ANNUAL APPROPRIATIONS:** The University's performance and obligation to pay under any contract awarded is contingent upon an annual appropriation by the Legislature.

(f) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

(g) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards hereunder.

5. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, F.S. All vendors must disclose with their bid the name of any officer, director, or agent who is also an employee of the University of Florida. Further, all 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.

6. **AWARDS:** As the best interest of the University may require, the right is reserved to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsible vendor, evaluation of other bids are not required. Vendors are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

7. **INTERPRETATIONS/DISPUTES:** Any questions concerning conditions or specifications shall be directed in writing to Procurement Services. Inquiries must reference the date of bid opening and bid number. No interpretations shall be considered binding unless provided in writing by the University in response to requests in full compliance with this provision.

8. NOTICE OF BID PROTEST BONDING REQUIREMENT: Any person or entity who files an action protesting a decision or an intended decision pertaining to a competitive solicitation shall at the time of filing the formal protest, post with the University a bond payable to the University in an amount equal to: 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; \$10,000.00; or whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the person or entity filing the protest action. In lieu of a bond, the University may accept a cashier's check, bank official check or money order in the amount of the bond. FAILURE OF THE PROTESTING PERSON OR ENTITY TO FILE THE REQUIRED BOND, CASHIER'S CHECK, BANK OFFICIAL CHECK OR MONEY ORDER AT THE TIME OF THE FILING THE FORMAL PROTEST SHALL RESULT IN DENIAL OF THE PROTEST.

9. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in this bid prior to their delivery, it shall be the responsibility of the successful vendor to notify the purchaser at once, indicating in writing the specific regulation which requires an alteration. The University 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.

10. LEGAL REQUIREMENTS: Applicable provision 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, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise: and lack of knowledge by any vendor shall not constitute a cognizable defense against the legal effect thereof.

11. LOBBYING: Vendor is prohibited from using funds provided under any contract or purchase order for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

12. ADVERTISING: In submitting a bid, the vendor agrees not to use the results therefrom as a part of any commercial advertising. Vendor may not use the names, logos, or trademarks of the University, its employees, or affiliates without the prior written consent of the University.

13. ASSIGNMENT: Any contract or purchase order issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

14. LIABILITY: The vendor agrees to indemnify and save the University of Florida, the State of Florida and the Florida Board of Governors, their officers, agents, and employees harmless from any and all judgments, orders, awards, costs and expenses, including attorney's fees, and also all claims on account of damages to property, including loss of use thereof, or bodily injury (including death) which may be hereafter sustained by the vendor, its employees, its subcontractors, or the University of Florida, the State of Florida and the Florida Board of Governors, their officers, agents, or employees, or third persons, arising out of or in connection with any contract awarded and which are the result of the vendor's breach of contract or of the negligent acts of the vendor, its officers, agents, and employees. This clause does not apply to contracts between government agencies.

15. FACILITIES: The University reserves the right to inspect the vendor's facilities at any time with prior notice.

16. ADDITIONAL QUANTITIES: For a period not exceeding ninety (90) days from the date of acceptance of any offer by the University of Florida, the right is reserved to acquire additional quantities up to but not exceeding those shown on bid or the bid level at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY".

17. SERVICE AND WARRANTY: Unless otherwise specified, the vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Vendors must explain on an attached sheet to what extent warranty and service facilities are provided.

18. SAMPLES: Samples of items, when called for, must be furnished free of expense, on or before bid opening time and date, and if not destroyed, may upon request, be returned at the vendor's expense. Each individual sample must be labeled with vendor's name, manufacturer's brand name and number, bid number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with the bid. If instructions are not received within this time, the commodities shall be disposed of by the University.

19. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage of all items shall be the responsibility of the contract supplier until accepted by the University, unless loss or damage results from negligence by the University. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the University will:

- (a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- (b) Report damage (Visible or Concealed) to the carrier and contract supplier confirming such reports in writing within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.

- (c) Retain the item and its shipping container, including inner packing material until inspection is performed by the carrier, and disposition given by the contract supplier.
- (d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

20. PATENTS, COPYRIGHTS, TRADEMARKS, ROYALTIES and other Intellectual Property: The vendor, without exception, shall indemnify and save harmless the University and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the University of Florida. If the vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

21. CONFLICT BETWEEN DOCUMENTS: If any terms and conditions contained within the documents that are a part of this ITB or resulting contract are in conflict with any other terms and conditions contained therein, then the various documents comprising this ITB or resulting contract, as applicable, shall govern in the following order of precedence: change order, purchase order, addenda, special conditions, general conditions, specifications, departmental description of work, and bid.

22. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Vendor shall submit with the bid, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The vendor shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. The University of Florida reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form.

23. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested and/or inspected for compliance with specifications by any appropriate testing facilities. Should the items fail, the University may require the vendor to reimburse the University for costs incurred by the University in connection with the examination or testing. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery data in bid and/or purchase order may result in vendor being found in default in which event any and all procurement costs may be charged against the defaulting vendor. Any violation of these conditions may also result in the vendor's name being removed from the University of Florida's vendor file.

24. PUBLIC RECORDS: Any material submitted in response to this Invitation to Bid will become a public document pursuant to Section 119.07 F.S. This includes material which the responding vendor might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07 F.S.

25. DELIVERY: Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the University of Florida, Monday through Friday, unless otherwise specified.

26. PUBLIC PRINTING - PREFERENCE GIVEN PRINTING WITHIN THE STATE: The University of Florida shall give preference to vendors located within the state when awarding contracts to have materials printed, whenever such printing can be done at no greater expense than, and at a level of quality comparable to, that obtainable from a vendor located outside of the state.

(a) **CONTRACTS NOT TO BE SUBLET:** In accordance with Class B Printing Laws and Regulations "Printing shall be awarded only to printing firms. No contract shall be awarded to any broker, agent, or independent contractor offering printing manufactured by other firms or persons."

(b) **DISQUALIFICATION OF VENDOR:** Reasonable grounds for believing that a vendor is involved in more than one bid for the same work will be cause for rejection of all bids in which such vendors are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between vendors. Bids in which the prices obviously are unbalanced will be subject to rejection.

(c) **TRADE CUSTOMS:** Current trade customs of the printing industry are recognized unless accepted by Special Conditions or Specifications herein.

(d) **COMMUNICATIONS:** It is expected that all materials and proofs will be picked up and delivered by the printer or his representative, unless otherwise specified. Upon request, materials will be forwarded by registered mail.

(e) **RETURN OF MATERIAL:** All copy, photos, artwork, and other materials supplied by the University of Florida must be handled carefully and returned in good condition upon completion of the job. Such return is a condition of the contract and payment will not be made until return is affected.

27. E-VERIFY COMPLIANCE. Agency is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Compliance with Section 448.095, Fla. Stat., includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Vendor affirms and represents that it is registered with the E-Verify system and are using same, and will continue to use same as required by Section 448.095, Fla. Stat.

END OF SECTION

SCOPE OF WORK

The University of Florida Transportation and Parking Services (TAPS) is seeking a pool of vendors to provide all vehicles, materials, supplies, equipment, supervision and labor necessary for the annual pressure cleaning of the horizontal areas of fourteen parking garages on the University of Florida campus. The pressure washing of the ceilings are not included in this bid. The goal is to have all 14 garages cleaned annually. If circumstances prevent the cleaning of a garage during the year, it would be skipped and done the next year.

All materials used for this contract must be used according to manufacturer instructions. Detergents, degreasers and other chemicals used must be appropriate for the surface being cleaned. Contractor should provide a list of equipment owned and chemicals they plan to use for cleaning with their bid. MSDS data sheets must also be included for all chemicals used in the cleaning process. Bleach and chlorine cannot be used.

Each parking garage has a specific time window when work can be accomplished. The cleaning of the garage surfaces will take place either between 6 p.m. and 6 a.m. or during UF break periods (see Attachment A for the necessary date/time requirements and square footage for each parking garage). Any alternate times proposed for cleaning must be approved in advance by TAPS. Contractor must provide barricades for use when work is performed in areas where pedestrians are present, or when deemed necessary by TAPS. Contractors who are in a permanently marked commercial vehicle can park in University lots, including service areas, but should not park in reserved areas.

Contractor will include the following four steps in their pricing for each horizontal garage floor in each facility:

1. Trash Removal
 - a. Blowing/sweeping and removal of all loose trash (trash to be disposed in appropriate dumpsters on UF campus as determined in consultation with TAPS).
 - b. Removal of gum products.
 - c. Graffiti, stickers, and hand-posted signs must be removed without damaging the surrounding area (in consultation with TAPS).
2. Oil spot treatments (prior to pressure washing)
 - a. Contractor must use a degreaser product that is scrubbed into the oil or fluid contaminated area.
 - b. University will not accept any degreaser or cleaning product that is hazardous material (per MSDS data sheets). Environmentally friendly ("green") products are preferred if cost effective.
 - c. When cleaning oil spots, Contractor must allow the product to briefly soak into the concrete. The area must then be washed with hot water pressure washing equipment that produces a minimum of 3,500 to 4,000 psi (not to exceed 5,000 psi), with a water temperature of 200 (Fahrenheit) degrees or higher. Contractor must use a pressure wand in these areas, rather than using a "surface scrubber."
 - d. Oil spot treatment locations will be determined in consultation with TAPS.
3. Pressure Washing
 - a. All horizontal areas within garage must be pressure-cleaned with a surface scrubber.
 - b. Detergents chosen by Contractor must be designated for cleaning concrete. Biodegradable/Environmentally friendly products are preferred but not required.
4. Removal of pooled water.

Garages will not be closed during cleaning, however TAPS will put up signs and notify employees of scheduled cleaning date(s). Contractor will work with TAPS to secure areas for work that have 24/7 traffic (Shands, Shands East, Shands West). TAPS will coordinate with vendor(s) to schedule all garage cleanings. The contractor will be responsible for supplying and erecting appropriate barricades and/or cones, safety tape, and signs before

work commences to ensure safety of all faculty, staff, students and visitors. If any vehicles remain in the lot, the contractor may need to clean around the vehicle, however, unless it is possible for TAPS to relocate the vehicle. Contractor(s) will need to work with TAPS on these issues and will not be responsible for any cost of relocating vehicles.

UF is an open campus and most garages are accessible to anyone at all times. However Garage 1, Garage 2 (levels 1 & 2), and Garage 3 (level 2) are gated; and Garage 2 (levels 3 & 4) and Garage 3 (level 2) are accessible but require payment upon exit. Please contact Debbie Berrier (dberrier@ufl.edu) by March 3, 2021 at 4:00 pm if you wish to visit these locations.

Contractors may recommend a product or type of cleaning that may be equal to or better than techniques listed in the four steps on page 3; however, any recommendations must be submitted with the Contractor's bid. Alternate products/techniques submitted will be reviewed and approved or denied by TAPS.

Collection and removal of gray (dirty) water is the responsibility of the Contractor. Contractor will not divert any gray water to storm drain systems. Gray water may be diverted to a sanitary sewer system, there is no charge for dumping gray water. The locations of sanitary sewer systems are indicated on Attachment B by red stars, along with the approximate distance to the sanitary sewer for each garage. Removal of gray water also includes removal of all water pooled due to the service being performed. Vendor is expected to adhere to all OSHA, state, city, county and EPA regulations regarding discharges of pollutants to waters. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the Contractor.

The process of gray water collection submitted by the Contractor, such as Recovery/Reuse, or Mechanical Vacuum collection with off-site disposal, or any other processes, must be submitted in detail with the Contractor's bid (supplemental information sheet) for approval. Common equipment used for collecting wastewater generated during pressure washing activities (booms, portable containment areas, berms, dikes and vacuum systems) may be applied for collection purposes.

TAPS will identify appropriate locations to be used by contractor(s) to store equipment or property owned or used by the contractor when not in use. Contractors may park their equipment outside of the garage however must not block any ingress, egress, sidewalk, or road. The University is not responsible for any stolen or damaged equipment. Upon conclusion and approval of the work completed the Contractor will remove all equipment from the garage/lot.

Contractor must ensure that an on-site supervisor is present to supervise all designated locations at all times staff are present. Subcontracting or unskilled "day labor" is not acceptable. Vendor must provide a cell phone number for on-site supervisor in order to communicate with TAPS administrative staff.

Alternate

TAPS may request side walls, exteriors or signs to be rinsed. Please provide a square foot price for this additional service. This is for information only and will not be considered when awarding this bid.

NON-TECHNICAL SPECIFICATIONS

1. **AWARD** - Award will be made in the best interest of the University to a pool of vendors which meet the requirements specified herein. After award, it will be up to the discretion of the University which of the awarded contractors are selected for each individual project under this contract. Contract will be awarded based on lowest total price. Award does not guarantee work.
2. **YEARLY CONTRACTS** - To establish a firm fixed price contract to be used as the primary source for the services listed in the "Scope of Work". In the case of a bona fide emergency and the contractor cannot meet the service needs, the University reserves the right to request services from any vendor that can meet such requirement. This provision will not be used to circumvent the intent of the contract.
3. **TERM OF CONTRACT** - The effective period of contract resulting from this bid will be from date of award through March 31, 2022. The University of Florida shall have the option to renew this bid for two (2) additional one (1) year terms under the same terms, if it should be deemed advisable and advantageous to do so. Renewal of this contract shall be contingent upon mutual acceptance by the University and Contractor.
4. **PLACEMENT OF ORDERS** - The following office may issue purchase orders against any contract resulting from this bid:

University of Florida
Procurement Services
971 Elmore Drive
PO Box 115250
Gainesville FL 32611-5250

5. **OTHER PURCHASERS** – With the consent and agreement of the successful bidder(s) purchases may be made under this ITB by other state universities, community colleges, district school boards, other educational institutions, and other governmental agencies. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation as provided in Rule 6C1-3.020 (5)(f) 3 Fla. Admin. Code.
6. **CANCELLATION** - University Procurement, by written notice, may terminate in whole or in part any contract resulting from this Invitation to Bid, when such action is in the best interest of the University. If the contract is terminated, the University shall be liable only for payment of services or rendered prior to the effective date of the termination.
7. **AVAILABILITY OF FUNDS** - The State of Florida's and the University's performance and obligation to pay under this contract may be contingent upon an annual appropriation by the Legislature of the State of Florida.
8. **NON-MANDATORY PRE-BID MEETING** - A non-mandatory pre-bid meeting will be held on **Wednesday, February 24, 2021 at 10:00 AM** via Zoom. Pre-Bid Meeting Zoom information can be found on the UF Procurement Services website: <https://procurement.ufl.edu/vendors/schedule-of-bids/>. The purpose of this meeting is to hear any and all questions arising from this Invitation to Bid. Answers to any questions that might arise will be in the form of an Addendum to the Invitation to Bid, prior to the bid opening. All such addenda must be acknowledged by signature and should be returned with your bid.
9. **INQUIRIES** - The University will not give verbal answers to inquiries regarding the specifications, or verbal instructions prior to or after the award of the bid. A verbal statement regarding same by any person

shall be non-binding. The University is not liable for any increased costs resulting from the Bidder accepting verbal direction. All changes, if necessary, shall be made by written addendum to the bid.

Any explanation desired by bidders must be requested of UF Procurement Services in writing, and if an explanation is necessary, a reply shall be made in the form of an addendum. Direct all inquiries to Debbie Berrier, Procurement Agent II, dberrier@ufl.edu.

All addenda will be posted to UF Procurement Services website only:
<https://procurement.ufl.edu/vendors/schedule-of-bids/>

Bidders who want the addenda supplied to them in another form must notify the Procurement Agent listed above of that request. Otherwise, it will be the bidder's sole responsibility to check the website for any additional information and addenda concerning this ITB.

The University may not respond to any questions/requests for clarification that require addenda, if received by the University after **March 2, 2021 at 5:00 PM**.

- 10. BID SUBMITTAL** - All bids should include a completed and signed University of Florida Invitation to Bid Commodity Acknowledgment Form, Price Sheet, any Addenda, Supplemental Information Sheet, and any recommendations of products and/or cleaning techniques. Submit one (1) complete original bid and one (1) electronic copy, on a flash drive or CD/DVD, in a sealed envelope, with the following information on the outside of the envelope: bid number (ITB21DB-132), date and time of bid opening (3/10/2021 at 3:30 PM) and company name.

Bids are due no later than March 10, 2021 at 3:30 PM.

Late bids, emailed bids or faxed bids will not be accepted.

- 11. BID DELIVERY** - If this bid will be mailed through the U. S. Postal Service as regular mail, address the bid to the PO Box as shown on the Invitation to Bid Commodity Acknowledgment Form.

If the bid will be hand delivered or if the bid will be delivered by a service other than the U. S. Postal Service regular mail, i.e., Federal Express, United Parcel Service, Courier, U. S. Postal Express Mail, etc., address the bid to the street address as shown on the Invitation to Bid Commodity Acknowledgment form.

- 12. BID OPENING** – Bid opening will be held remotely via Zoom. A link to the Zoom meeting will be posted on the Schedule of Bids page of the procurement website: <https://procurement.ufl.edu/vendors/schedule-of-bids/>.
- 13. ERRORS** – The University is not liable for any errors or misinterpretations made by the proposer in responding to this Invitation to Bid.
- 14. CONFIDENTIALITY** – From the date of issuance of this ITB, until a bid is made, the vendor must not make available or discuss his or her bid, or any part thereof, with any employee or agent of the University, unless permitted by UF Procurement Services, in writing, for purposes of clarification only.
- 15. VENDOR'S EXPENSE** – All bids submitted in response to the ITB must be submitted at the sole expense of the Bidder, whether or not any agreement is signed as a result of this Invitation to Bid. Bidders will pay all costs associated with the preparation of bids and necessary visits to campus and/or any required site visits.

- 16. OPEN COMPETITION** - The University encourages free and open competition among vendors. Whenever possible, specifications and ITB terms and conditions are designed to accomplish the objective, consistent with the necessity to satisfy the University's needs and the accomplishment of a sound economical operation. The vendor's signature on this bid guarantees that the prices quoted have been established without collusion with other vendors and without effort to preclude the University from obtaining the lowest possible competitive price. The vendor certifies that its officers or employees have not bribed or attempted to bribe or influence in any way on officer, employee or agent of the University.
- 17. QUALIFICATIONS OF BIDDERS** - This bid will be awarded only to a responsible bidder qualified by experience to provide the work specified. If the bidder has not been pre-qualified with UF Procurement Services within the fiscal year (July 1 through June 30), the following evidence of eligibility may be required to be submitted:
- A. Evidence that bidder is licensed by the appropriate agency to perform the work specified.
 - B. Experience record showing vendor's training and a minimum of one year full-time experience in similar work. Vendor may be asked to provide a list of at least three (3) references containing the names, addresses, phone numbers and dates of past commercial pressure washing jobs.
 - C. List and briefly describe projects of similar size and/or complexity which have been completed satisfactorily. List should include names of contracts, dates of contracts, location, and names and addresses of owners.

As part of the qualification process, the University may make inquiries and investigations, including verbal or written references from vendor's customers, to determine the ability of the vendor to offer service.

- 18. CONFLICT OF INTEREST** - Successful bidder represents and warrants the following:
- A. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
 - B. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the University in writing of such conflict.
 - C. Termination for Material Conflict. If, in the reasonable judgment of the University, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then the University may terminate the Agreement immediately upon written notice to Contractor; such termination of the Agreement shall be effective.
- 19. PROTECTION OF PROPERTY** - The successful bidder shall at all times guard against damage or loss to the property of the University or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The University may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or his agents. The contractor shall provide all barricades and take all necessary precautions to protect buildings and/or personnel.
- 20. PERFORMANCE AND PAYMENT BOND** – Not required.
- 21. BID BOND** – Not required.
- 22. UNIVERSITY OBSERVATIONS** – Any work performed under this contract may be inspected by the Transportation and Parking Services Maintenance Supervisor or his designated representatives at any time

during the contract period. All work which is not in accordance with specifications will be re-done by the vendor at no additional cost to the University. Any work in progress which is judged unsatisfactory by the Transportation and Parking Services Maintenance Supervisor shall be stopped until the unsatisfactory operations are corrected to conform to University requirements.

- 23. INSURANCE** – The Contractor shall purchase from and maintain with a company or companies, lawfully authorized to do business in Florida and acceptable to the University, such insurance as will protect the Contractor from claims arising out of or resulting from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be issued and countersigned by representatives of such companies duly authorized for the State of Florida and shall be written on ISO standard forms or their equivalents. The Contractor shall file with the University Certificates of Insurance prior to the commencement of the work and shall file certificates of insurance evidencing the renewal of such policies at least thirty (30) days prior to the date the each applicable insurance policy is scheduled to expire. Please note that the University of Florida must be named "additional insured" on automobile and general liability policies. The certificate holder should be listed as The University of Florida Board of Trustees, 971 Elmore Drive, Gainesville FL 32611.

Contractors Liability Insurance - The Contractor shall provide the ISO Commercial General Liability policy for general liability coverage's for limits of not less than \$1,000,000 each occurrence and \$2,000,000 project aggregate for bodily injury, property damage, personal and advertising injury liability; \$1,000,000 each occurrence and \$2,000,000 project aggregate for products and completed operations liability; and \$50,000 fire legal liability. Coverage's shall be maintained without interruption from date of commencement of work until date of final payment.

Worker's Compensation - The Contractor shall secure and maintain for the life of this Agreement, valid Worker's Compensation Insurance as required by Chapter 440, Florida Statutes.

Automobile Liability - The Contractor shall secure and maintain during the life of this Agreement, Automobile Liability insurance on all vehicles against bodily injury and property damage in the amount of at least, \$500,000 per occurrence.

- 24. OSHA REGULATIONS** - It is the responsibility of the contractor to insure that ALL OSHA regulations applying to this job are adhered to at all times.
- 25. SUSTAINABILITY PREFERENCES** - The University's procurement directives support the use of products that will minimize any negative environmental impacts of our work. It is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and promote environmentally responsible products.
- 26. LIABILITY** - The University, as a public entity, is protected by sovereign immunity from tort liability, subject to a limited statutory waiver. The University will not agree to (i) indemnify or hold harmless any vendor; (ii) be liable for vendor's attorneys' fees under any circumstances; or (iii) binding arbitration. The Agreement shall not be construed or interpreted as (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of University or the State of Florida or their agents and agencies to be sued; or (iii) a waiver of either University's or the State of Florida's sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.
- 27. CHANGES IN THE WORK** - The University may order, in writing, extra work or make changes by altering, adding to or deducting from the work, the Contract Sum and Time of Performance being adjusted

accordingly. The value of any such change shall be determined by estimate and acceptance. Claims by the vendor for extra cost must be made in writing before executing the work involved.

- 28. 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 proposer commits to the following:
- A. The provisions of Executive Order 11246, September 24, 1966, 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 proposer expects to receive \$10,000 in orders during the first 12 months of this agreement, a complete certificate of non-segregated facilities shall be attached to the bid response.
 - C. If the proposer 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 proposer 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 proposer, subject to review upon request by the user agencies of this agreement.
- 29. PUBLIC ENTITY CRIME** - A person or affiliate who has been placed on the convicted vendor list by the Department of Management Services, State of Florida, may not submit a bid on a contract to provide any goods or services, including construction, repairs, or leases and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant for the University of Florida for a period of 36 months from the date of being placed on the convicted vendor list, a "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or any entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime (Rule 6C1-3.020 FAC).
- 30. FEDERAL DEBARMENT** - By signing this bid, the offeror certifies, to the best of its knowledge or belief, that the offeror and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; or have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them in connection with a public contract or subcontract; or are not criminally or civilly charged by a governmental entity with commission of offenses; or has not within a three year period preceding this offer had a contract terminated for default by any Federal agency. (Federal Acquisition Regulation 52.209-5).
- 31. DISCRIMINATION** – An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.
- 32. SMALL BUSINESS PROGRAM** - University is an equal opportunity institution and, as such, encourages the use of small businesses, including women and minority-owned small businesses in the provision of goods and services. Small businesses should have a fair and equal opportunity to compete for dollars spent by the University. Competition ensures that prices are competitive and a broad vendor base is available.

Vendor shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses. For questions about the University's Small Business Program contact Small Business and Vendor Diversity at 352-392- 0380 or email sbvdr@admin.ufl.edu.

- 33. USE OF TERMS:** - The terms University of Florida, University, UF, UF Procurement Services, Transportation and Parking Services and TAPS are used synonymously in this Invitation to Bid unless otherwise indicated. The terms vendor, bidder, proposer and contractor are used synonymously in this ITB unless otherwise indicated.
- 34. AMERICANS WITH DISABILITY ACT** - If special accommodations are needed in order to attend any meeting, contact procurement@ufl.edu, three (3) business days prior to the event.
- 35. CONTRACTOR SHALL IMPLEMENT** - a drug-free workplace program in accordance with the requirements of Section 440.102, Florida Statutes.
- 36. TOBACCO-FREE CAMPUS POLICY** – As of July 1, 2010 the University of Florida campus has been tobacco-free. The use of cigarettes or other tobacco products in UF buildings, parking lots, or in vehicles in these areas is prohibited. The successful vendor is expected to respect this smoke free policy and fully comply with it.
- 37. POLICE DEPARTMENT REQUIREMENTS** – The following list of requirements are to be met by Vendor and their employees, while they are engaged in projects at the University. Any work area located on the University Campus comes under the jurisdiction of the University of Florida Police Department (UFPD) immediately (392-1111).
- All employers are prohibited from allowing employees to work on campus who have been convicted of violent crimes. Proposer/Contractor is required to take adequate measures to ensure that the employees they send to work on campus are not wanted for criminal offenses.
 - Proposer/Contractor and employees are to park their business and personal vehicles in authorized areas only. Parking permits are required for all personal and business vehicles and are obtainable from Transportation and Parking Services located at Parking Garage Complex (Bldg 0254), 1273 Gale Lemerand Drive, Gainesville, FL.
 - It is the responsibility of the contractor and employees to know the parking rules and regulation of UF. Further information can be found at <http://parking.ufl.edu/>
 - Vendor's employees are not permitted to enter University buildings unless it is directly related to their job duties and must remain on job sites. Vendor's employees are restricted to areas which involve the work and the access route to the worksite.
 - All contract employees must be fully clothed at all times and present a conservative image. Identification must be readily available. Contract vehicles should have the name of the contractor neatly exhibited on each side of the cab. Vehicles should be in satisfactory mechanical condition and present a neat and clean appearance.
 - Proposer/Contractors and all employees are to obey all laws as well as rules of UF when they are on University property.

- Students, Faculty, Staff and Visitors of UF are not to be disturbed or in any way disrupted in their lawful pursuits. Vendor's employees are to refrain from any unsavory or unwanted comments, gestures, or sounds towards UF students, faculty, staff and visitors.
- Proposer/Contractor and employees are requested to secure all property as much as feasible to reduce theft or damage to equipment or property. Proposer/Contractor is expected to work with UFPD and participate in Crime Prevention efforts.
- Proposer/Contractor shall submit the names and date of birth of their employees to UFPD, Special Events Coordinator, Bldg 51, PO Box 112150, Museum Road, Gainesville, FL 32611. All proposers/Contractors who employ work release employees must also be reported to UFPD and be specifically noted as such. Periodic updates are required as employees terminate and are employed.

38. INVOICING AND PAYMENT TO CONTRACTOR - All invoices will need to contain either a UF purchase order number or the 8-digit department ID number of the department with which you are doing business. Please include your Tax Identification number. All invoices for payment should be submitted to the University of Florida via:

Email:

UFL.invoices@edmgroupp.com

Or by Fax:

1-570-496-5411

Or by Mail: University of Florida

Attn: Accounts Payable

PO Box 3357

Scranton, PA 18505

- UF's payment terms are Net30. Vendor may propose, with their bid, a discount for early payment. It will be up to UF to determine if the vendor's proposed payment terms are acceptable.

PRICE SHEET

From: _____
(Company Name/Name & Title of Authorized Agent)

To: UNIVERSITY OF FLORIDA
Procurement Services
971 Elmore Drive, Elmore Hall Rm 101
Gainesville, FL 32611

The undersigned, hereinafter called "Bidder", being invested with the authority of their employer, and having read the Documents for the Bid, as well as the Specifications for the Bid, entitled:

ITB21DB-132 – Annual Contract for Pressure Washing Services for Garage Surfaces

and having familiarized themselves with all conditions affecting and governing the specifications, pricing and delivery of the equipment, hereby proposes to furnish the service as per the specifications, in strict compliance with the Specification Page, Bid Documents, Addenda and any other documents relating thereto on file with Procurement Services and, if awarded the Contract, agrees to abide by the pricing and delivery terms as per the Documents and as stated herein, for the sums enumerated on this page.

Garage 1 Price	\$ _____
Garage 2 Price	\$ _____
Garage 3 Price	\$ _____
Garage 4 Price	\$ _____
Garage 5 Price	\$ _____
Garage 6 Price	\$ _____
Garage 7 Price	\$ _____
Garage 8 Price	\$ _____
Garage 9 Price	\$ _____
Garage 10 Price	\$ _____
Garage 11 Price	\$ _____
Garage 12 Price	\$ _____
Garage 13 Price	\$ _____
Garage 14 Price	\$ _____
TOTAL Price for all Garages	\$ _____
Alternate (side walls, signage, exterior)*	\$ _____ per sq foot

** Alternate is for information only and will not be considered when awarding this bid.*

PLEASE ATTACH a separate page to bid response: list of cleaning products that will be used (along with MSDS sheets), list of equipment owned, and proposed method of gray water collection.

I have carefully prepared this Bid from contact documents described above, I have full authority to make such statements and submit this Bid in (my) (its) (their) behalf, and all statements are true and correct.

(Signature) (Printed or typed)

(Address, City State, Zip)

(Telephone) (Date)

Supplemental Information:

List of cleaning products to be used (include MSDS sheets):

List of vendor owned equipment:

Proposed method of gray water collection and removal:
