



## **PROCUREMENT SERVICES**

### **Invitation to Negotiate for**

Landscape Services and Bed Management

Please mark all proposal submission envelopes with the following information:

ITN22KO-107

Opening 10/19/2021 at 3:00 PM ET

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## 1.0 SUMMARY AND SCOPE OF WORK

### 1.1 Summary

The University is seeking proposals from vendors to provide:

- Lot 1: Landscaping services and bed management at various Institute of Agricultural Sciences (IFAS) locations on UF's main campus in Gainesville, FL. See list of locations below. Aerial maps of the locations can be found in Attachment A.
  - Section 1: Buildings 0981, 0717, 1291, 0069, 0089, 0078, 0063 and 0107
  - Section 2: Buildings 0970 and 1278
  - Section 3: Building 0068
  - Section 4: Buildings 0484, 0459 0499, and Building 0495/0499 Parking Lot Islands
  - Section 5: Building 0891
- Lot 2: Irrigation management at various Institute of Agricultural Sciences (IFAS) locations on UF's main campus in Gainesville, FL. See list of locations below. Aerial maps of the locations can be found in Attachment A.
  - Section 1: Buildings 0981, 0717, 1291, 0069, 0089, 0078, 0063 and 0107
  - Section 2: Buildings 0970 and 1278
  - Section 3: Building 0068
  - Section 4: Buildings 0484, 0459 0499, and Building 0495/0499 Parking Lot Islands
  - Section 5: Building 0891
- Lot 3: Landscaping services for Facilities Services at Tanglewood Village Apartments, 2901 SW 13<sup>th</sup> Street, Gainesville, FL.
- Lot 4: Landscaping Services for various UF departments on an as needed basis.

As noted above, and in the scope of work below, this solicitation will be separated into four lots. Vendors may respond to any one lot, combination of two or three lots, or all four lots. Vendors should submit a separate proposal for each lot they wish to respond to.

### 1.2 Scope of Work

#### **LOT 1 (LANDSCAPING SERVICES AND BED MANAGEMENT, IFAS)**

- A. Weeding of Landscape Beds, per Attachment B – EP34700, Weed Management.
- B. Weeds and Other Noxious Plant Control: The Contractor shall control weeds and unwanted grasses monthly during the growing season unless otherwise directed by the University. Weed control shall be accomplished by using cultural, manual, chemical, and mechanical controls. Manual methods shall result in the complete removal of weeds and their roots. Mechanical methods shall be used for trimming and edging the perimeter of mulched areas only. The Contractor shall replace trees, shrubs, and plants that are damaged by power equipment or chemicals with the same species and size within five working days of damage. Cutting off or mowing weeds within mulched areas is not an acceptable practice. Weed control shall be provided around surfaced, parking, storage areas, and fenced in areas. Growth of vegetation in paved and unpaved parking and storage areas, cracks in paved roads, and sidewalk and curbing joints shall be prevented as required from April through November. Growth of vegetation on unpaved roads shall be prevented. Please note: Chemical applications must be performed by appropriately licensed personnel. All chemical use must be pre-approved by proper UF personnel. See Attachment B – EP34700, WEED MANAGEMENT, for additional instructions.

- C. Mulching, performed annually, per Attachment B – EP34700, Mulching.
- D. Mulching: All planting beds shall be top dressed with pine straw mulch every six months, in October and March. The same mulch shall be applied around all shrubs and tree bases every six months, in October and March. Mulch shall be applied three (3) inches thick however, no mulch shall be placed around the immediate base of shrub stems. Beds shall be clean of weeds before new mulch is applied. Beds may be cultivated to help achieve this depth prior to application of new mulch. Mulch shall not be placed closer than five (5) inches from the base of trees or palms. See Attachment B – EP34700, Mulching, for additional instructions. Also include a per unit rate for removal of existing mulch and reinstallation of new per cubic yard.
- E. Fertilization of Landscape Beds, per Attachment B – EP34700, Fertilization.
- F. Shrub and Groundcover Fertilization: Shrub and groundcover fertilization should be completed in March or April, utilizing Lesco 8-10-10 mixture with microelements or UF pre-approved equivalent at the rate of three quarter (3/4) pound of fertilizer per 100 square feet of shrub area. See Attachment B – EP34700, Fertilization, for additional instructions.
- G. Shrub Pruning: All shrubs, bushes, hedges, and other cultivated plants are to be pruned according to their natural growth habit for proper health, attractive appearance in the proper season, and to prevent interference with pedestrian and vehicular traffic. Shrub pruning shall be accomplished throughout the year. Pruning is to be done in a manner to:
  - Prevent growth in front of windows, over entrance ways or walks, and in all areas in which growth will obstruct vision at street intersections
  - Remove and dispose of dead, damaged, and diseased wood.
  - Evenly form and balance the shrub, bush, and plant
  - Maintain the established hedge shape and appearance.

See Attachment B – EP34700, Pruning and Shrubs, for additional instructions.
- H. Debris Removal: Contractor shall pick up and remove all rubbish, debris, and trash (which includes, but is not limited to, leaves, rocks, paper, pine cones, limbs, and other portable objects) within the maintenance area and all trash, papers, leaves, and limbs. All clipping rubbish, debris, and trash removed shall be properly disposed of as directed by the University. The Contractor shall inspect grounds for trash and debris buildup, possible fire hazards, and pest activity and notify the University of any such items.

## **LOT 2 (IRRIGATION MANAGEMENT, IFAS)**

- A. Irrigation Management, per Attachment B – EP34700, Irrigation System Management.

## **LOT 3 (TANGLEWOOD VILLAGE APARTMENTS, FACILITIES SERVICES)**

- A. Turf Management Mowing: The Contractor shall maintain the grounds and road shoulders for the areas specified. Mowing shall be performed in a manner consistent with landscape maintenance industry standards that ensures smooth surface appearance without scalping or leaving any uncut grass. Grass shall be cut to a uniform height. Grass cutting is to be accomplished using mulching type mowers and performed in such a manner that it is not uneven or rough and is free of scalping, rutting, and bruising. Accumulated grass clumps shall not be allowed to remain on turf areas after cutting. The Contractor shall collect and dispose of any grass clippings which fall or blow onto streets or sidewalks by the end of the workday. The Contractor shall ensure that all ruts are repaired within two working days

of lawn mowing completion. Grass in ditches shall be maintained and cut in such a way that the flow of water will not be impeded during storms and heavy rainfall.

- B. Other Responsibilities: Prior to mowing, the Contractor shall pick up and remove all rubbish, debris, and trash (which includes, but is not limited to, leaves, rocks, paper, pine cones, limbs, and other portable objects) within the maintenance area and all trash, papers, leaves, and limbs lodged in shrubs, hedges, fences, and along foundation walls. All clipping rubbish, debris, and trash removed shall be properly disposed of as directed by the University. In conjunction with mowing services, the Contractor shall inspect grounds for trash and debris buildup, possible fire hazards, and pest activity and notify the University of any such items.
- C. Edging: Edging of sidewalks, driveways, curbs, and other paved surfaces and around plant beds and other cultivated areas shall be performed once per week. Edging is to be even and accomplished in a manner such that it is free of scalping, rutting, bruising, and roughing. The Contractor shall make clean vertical cuts at the junction of turf or soil and concrete and do so in a manner that does not cause erosion by ditching. All edging debris shall be collected and disposed of on the same day the material is generated.
- D. Weeds and Other Noxious Plant Control: The Contractor shall control weeds and unwanted grasses on a monthly basis during the growing season unless otherwise directed by the University. Weed control shall be accomplished by using cultural, manual, chemical, and mechanical controls. Manual methods shall result in the complete removal of weeds and their roots. Mechanical methods shall be used for trimming and edging the perimeter of mulched areas only. The Contractor shall replace trees, shrubs, and plants that are damaged by power equipment or chemicals with the same species and size within five working days of damage. Cutting off or mowing weeds within mulched areas is not an acceptable practice. Weed control shall be provided around surfaced, parking, storage areas, and fenced in areas. Growth of vegetation in paved and unpaved parking and storage areas, cracks in paved roads, and sidewalk and curbing joints shall be prevented as required from April through November. Growth of vegetation on unpaved roads shall be prevented. Please note: Chemical applications must be performed by appropriately licensed personnel. All chemical use must be pre-approved by appropriate UF personnel.
- E. Trimming: The Contractor shall perform trimming in conjunction with each mowing or as directed by the University. The grass shall be trimmed from around trees, shrubs, cultivated areas, fences, poles, guard posts, fire hydrants, buildings, structures, parking lot bumper blocks, walls, sprinkler heads, valves, and other similar objects to match the height and appearance of surrounding vegetation without causing damage to desirable vegetation. String trimmers shall not contact the bark of the tree, shrubs, or building skirting. After trimming, all cuttings and other debris shall be removed from the sidewalks and paved areas and disposed of properly.
- F. Shrub Pruning: All shrubs, bushes, hedges, and other cultivated plants are to be pruned according to their natural growth habit for proper health, attractive appearance in the appropriate season, and to prevent interference with pedestrian and vehicular traffic. Shrub pruning shall be accomplished throughout the year. Pruning is to be done in a manner to:
  - Prevent growth in front of windows, over entrance ways or walks, and in all areas in which growth will obstruct vision at street intersections
  - Remove and dispose of dead, damaged, and diseased wood.
  - Evenly form and balance the shrub, bush, and plant
  - Maintain the established hedge shape and appearance.

- G. Turf Fertilization: Fertilization for all specified high maintenance turf areas should be completed to provide one (1) pound of actual nitrogen per 1,000 square feet of lawn area, for each application specified:
- St. Augustine Turf Fertilization: St. Augustine turf fertilization, utilizing Lesco 16-4-8 or UF pre-approved equivalent.
  - St. Augustine Weed Control: St. Augustine weed control utilizing Atrazine or UF pre-approved equivalent.
  - Fire Ant Control: Fire ant control for all categories.
  - Disease Control: Disease control in turf and shrub areas will be by identification and diagnosis and application of appropriate treatment as needed upon written authorization of the University.
- H. Shrub and Groundcover Fertilization: Shrub and groundcover fertilization should be completed in March or April, utilizing Lesco 8-10-10 mixture with microelements or UF pre-approved equivalent at the rate of three quarter (3/4) pound of fertilizer per 100 square feet of shrub area.
- I. Mulching: All planting beds shall be top dressed with pine straw mulch every six months, in October and March. The same mulch shall be applied around all shrubs and tree bases every six months, in October and March. Mulch shall be applied three (3) inches thick however, no mulch shall be placed around the immediate base of shrub stems. Beds shall be clean of weeds before new mulch is applied. Beds may be cultivated to help achieve this depth prior to application of new mulch. Mulch shall not be placed closer than five (5) inches from the base of trees or palms.
- J. Swale Areas, Around Retention Ponds: Use line trimming or brush cutting machines when not accessible to mowers. Grass level shall equal that of mower cutting height.

#### **LOT 4 (AS NEEDED LANDSCAPING SERVICES, VARIOUS DEPARTMENTS)**

This lot will consist of a pool of pre-qualified Landscaping Contractors with whom UF departments may contact for landscaping services on an as needed basis. Services requested may vary but will generally consist of the same services as described above in Lots 1-3.

For Tab 5 (Pricing Proposal), provide a price list (rates: hourly, per employee, per job, etc.) for standard landscaping services, irrigation services, tree trimming and/or any other related services your firm may offer.

#### **1.3 Term of Agreement**

The term of this Agreement will be for an initial period of one (1) year, 12/01/2021 to 11/30/2022, with an option to renew based on satisfactory performance and the written approval of both parties for up to four (4) additional one (1) year periods.

#### **1.4 Coverage and Participation**

The intended coverage of this ITN and any Agreement resulting from this solicitation shall be for the use of all Departments at the University of Florida. With the consent and agreement of the Successful Vendor, the other state universities, community colleges, district school boards, other educational institutions, and other governmental agencies, may assess and access an Agreement resulting from this solicitation issued and administered by the University of Florida.

The University reserves the right to add and/or delete elements, or to change any element of the coverage and participation at any time without prior notification and without any liability of any kind or amount.

## 1.5 University Demographics

The University of Florida is a major public land-grant research university. The state's oldest, largest, and most comprehensive university, the University of Florida is among the nation's most academically diverse public universities. The University has a long history of established programs in international education, research, and service. It is one of only 17 public land-grant universities nationwide and the only university in Florida belonging to the Association of American Universities. With more than 50,000 students, the University of Florida is now one of the five largest universities in the nation.

The University of Florida has a 2,000-acre campus and more than 900 buildings (including 170 with classrooms and laboratories). The northeast corner of campus is listed as a historic district on the National Register of Historic Places.

UF has a long history of established programs in international education, research and service. It is one of only 17 public, land-grant universities that belong to the Association of American Universities, the higher-education organization comprising the top 62 public and private institutions in North America. UF is consistently ranked among the nation's top universities: No. 7 in U.S. News & World Report's "Top Public Schools" (2020); No. 2 in Kiplinger's "Best Values in Public Colleges" (2017); and No. 3 on the Forbes list of best value public universities (2019). Additionally, UF ranked No. 6 in the New York Times list of universities that do the most to help low-income students (2015) and No. 3 in the Milken Institute's ranking of Best Universities for Technology Transfer.

As the state's oldest and most comprehensive university, tracing its beginnings to a small seminary in 1853, UF is now among the nation's most academically diverse public universities. with an enrollment of 54,000 students annually. UF is home to 16 colleges and more than 170 research centers and institutes and offers nearly 300 graduate degree programs. Only five other universities nationwide have as many programs of study on one campus as the University of Florida.

Several qualities distinguish UF among today's leading public research universities.

The first is its highly comprehensive breadth on a single campus, facilitating interdisciplinary collaboration among, for example, faculty within the adjacent colleges of journalism, engineering and medicine. The second is its unwavering support from the state of Florida, which has endorsed UF's drive to become one of the nation's very best public research universities – supporting those efforts since 2013 with hundreds of millions of dollars in additional funding to grow its faculty ranks. UF's third exceptional quality is its dynamism. Like the state of Florida, now the nation's third- largest and among its fastest-growing, UF is undergoing rapid transformation as it pursues its overarching aspiration "to be a premier university that the state, nation and world look to for leadership." For any additional information about the University of Florida, please visit the University's web page at: <https://www.ufl.edu/>.

## 2.0 EVALUATION PROCESS AND METHOD OF AWARD

### 2.1 Method of Award

The evaluation of each response to this ITN will be based on its overall competence, compliance, format, and organization. The Award shall be made to the responsive and responsible vendor whose proposal is determined to be the most advantageous to the University of Florida, taking into consideration the following evaluation criteria listed below. Pricing may be a criterion. However, the University is under no obligation whatsoever to select as most responsive the proposal that demonstrates the lowest pricing.

The contract will consist of the University's ITN, the proposal with any and all revisions, award letter, purchase order, and the signed agreement between the parties, as stated in that agreement.

Vendors whose proposals are not accepted will be notified after a final selection has been made by public posting of the selected proposer(s). This public posting functions as the rejection of all other proposals. This posting will be made to <https://procurement.ufl.edu/vendors/schedule-of-bids/>.

## **Evaluation Criteria**

Vendor proposals for Lots 1, 2, 3 and 4 will be evaluated based upon how well each Vendor's plans meet the University's needs. Lots 1 and 2 will be evaluated by one committee, with Lot 3 and Lot 4 each being evaluated by a different committee. Vendors should submit a separate proposal for each lot they wish to respond to. Each lot may be awarded individually or grouped together according to the University's needs. Specific consideration will be given to the following responses in no particular order or weighting:

- Location of closest field office (Tab 1)
- Number of years in business (Tab 1)
- Resources (Tab 2)
- Proposed landscaping and grounds maintenance schedule (Tab 2)
- Experience (Tab 3)
- Customer references (Tab 3)
- Pricing (Tab 4)
- "Value add" services (Tab 5)
- Compliance and agreement with University's terms and conditions (Tab 6)

## **2.2 Selection, Negotiation, Additional Information**

Although the University reserves the right to negotiate with any vendor or vendors to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive vendor or vendors without further discussion, negotiation, or prior notice. The University may presume that *any proposal is a best-and-final offer*.

The University also reserves the right to award to the next highest evaluated, responsive and responsible bidder for any and all groups, subgroups, or items in the event of vendor default, non-performance, non-compliance or similar issues affecting the University's ability to obtain services at any time throughout the contract period.

## **2.3 Pre-Award Presentations**

The University reserves the right to require presentation from any and all vendors, in which they may be asked to provide, or they may provide information in addition to that provided in their proposals.

## **2.4 Pre-Award Negotiations**

The University reserves the right to negotiate prior to award with vendors for purpose of addressing the matters set forth in the following list, which may not be exhaustive.

- Resolving minor difference and typographical errors
- Terms and conditions
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from vendors
- Obtaining the lowest and best pricing and/or revenue agreement

## **2.5 Vendor Protest Procedure; Notice of Proposal Protest Bonding Requirement**

Any vendor protest to a University decision or intended decision with regard to this ITN is subject to Florida Board of Governors' (BOG) Regulations 18.002 and 18.003. Any vendor who files an action protesting a decision or intended decision shall post at the time of the filing the formal written protest, a bond, payable to the University of Florida, in an amount equal to the lesser of 10% of the estimated value of the protestor's proposal or 10% of the University's estimated expenditure during the contract term, or \$10,000. The bond shall be conditioned upon the payment of all costs which may be adjudged against the vendor. In lieu of a bond, the University will accept a cashier's check or money order in the amount of the bond.

## **2.6 Contractual Intent/Right to Terminate and Recommence ITN Process**

The University intends to contract with one or more vendors whose proposal(s) are considered to be in the best interests of the University. However, the University may terminate this ITN process at any time up to notice of award, without prior notice, and without liability of any kind or amount. Further, the University reserves the right to commence one or more subsequent ITN processes seeking the same or similar products or services covered hereunder. In the event of cancellation or termination, the University reserves the right to award the contract to another Offeror, cancel in its entirety, or to request new proposals, whichever is in the best interest of University of Florida.

## **2.7 Effective Period of Proposals**

Under this ITN, the University shall hold that vendors' responses to this ITN shall remain in effect for a period of ninety (90) days following the closing date, in order to allow time for evaluation, approval, and award of the contract. Any vendor who does not agree to this condition shall specifically communicate in its proposal such disagreement to the University, along with any proposed alternatives. This University may accept or reject such proposed alternatives without further notification or explanation.

## **2.8 Proposal Acceptance/Rejection**

The University reserves the right to reject any or all proposals. Such rejection may be without prior notice and shall be without any liability of any kind or amount to the University. The University shall not accept any proposal that the University deems not to be in its best interests. The University shall reject proposals submitted after the closing date and time.

## **2.9 Errors and Omissions in Vendors Proposals**

The University may accept or reject any vendor's proposal, in part or in its entirety, if such proposal contains errors, omissions, or other problematic information. The University may decide upon the materiality of such errors, omissions, or other problematic information.

## **2.10 Determination of and Information Concerning Vendor's Qualifications**

The University reserves the right to determine whether a vendor has the ability, capacity, and resources necessary to perform in full any contract resulting from this ITN. The University may request from vendors information it deems necessary to evaluate such vendors' qualifications and capacities to deliver the products and/or services sought hereunder. The University may reject any vendor's proposal for which such information has been requested but which the vendor has not provided. Such information may include but is not limited to:

- Financial resources
- Personnel resources
- Physical resources

- Internal financial, operating, quality assurance, and other similar controls and policies
- Resumes of key executives, officers, and other personnel pertinent to the requirements of the ITN
- Customer references
- Disclosures of complaints or pending actions, legal or otherwise, against the vendor
- The University reserves the right to check references with current customers as provided by the vendor and with any customers the University identifies

### **2.11 Apparently Conflicting Information Obtained by Vendor**

The University is under no obligation whatsoever to honor or observe any information that may apparently conflict with any provision herein, regardless of whether such information is obtained from any office, agent, or employee of the University. Such information shall not affect the vendor's risks or obligations under a contract resulting from this ITN.

### **2.12 Rejection of Vendor Counter-offers, Stipulations and Other Exceptions**

Any vendor exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted in writing by the University and thereafter incorporated into any contract resulting from this ITN.

### **2.13 Vendor's Need to Use Proprietary Rights of the University**

All information proprietary to the University and disclosed by the University to any vendor shall be held in confidence by the vendor and shall be used only for purposes of the vendor's performance under any contract resulting from this ITN.

### **2.14 Public Record**

On the earlier of (i) the time the University provides notice of a decision or intended decision, or (ii) 30 days after the final competitive sealed proposals are all opened, whichever occurs earlier, vendor proposals may be disclosed as public record.

## **3.0 SCHEDULE OF EVENTS**

The following is the tentative schedule that will apply to this ITN, but may change in accordance with the University's needs.

09/07/2021	Issuance of ITN
09/21/2021 – 9:00 AM ET	Non-Mandatory Pre-proposal Conference
10/01/2021 – 5:00 PM ET	Technical Questions/Inquiries Due
10/07/2021	Responses to Inquiries sent out
10/19/2021 – 3:00 PM ET	ITN Closes/Opening of Proposals

### **3.1 Non-Mandatory Pre-Proposal Conference**

A Non-mandatory pre-proposal conference will be held for vendors who intend to respond to this ITN.

Date & Time: **09/21/2021 – 9:00 AM ET**  
 UF Procurement Services  
 (Meet outside - in front of Elmore Hall)  
 971 Elmore Drive  
 Gainesville, Florida 32611



The purpose of the conference is to provide for questions and answers regarding terms, conditions, or specifications of the ITN. Answers to any questions that might arise will be in the form of Addenda to the Invitation to Negotiate prior to the proposal opening. All such revisions must be acknowledged by signature and returned with the proposal.

The Procurement Staff may choose to call for additional pre-proposal conference(s) if, in the sole judgment of the Procurement Staff, there is a need for such conference(s) in order to promote competition.

### **3.2 Pre-Proposal Site Visit**

A pre-proposal site visit will be held at the pre-proposal conference for vendors who intend to respond to this ITN. The purpose of the site visit is to acquaint the vendors with the conditions under which the work must be performed. By submitting a proposal, the vendor certifies they have visited the sites. The University will not be responsible for additional compensation if the vendor does not acquaint themselves with all the available conditions and information nor shall it relieve the vendor from any responsibility for properly performing the work.

### **3.3 Special Accommodations**

If special accommodations are needed in order to attend a pre-proposal meeting or a proposal opening, contact Karen Olitsky at [kolitsk@ufl.edu](mailto:kolitsk@ufl.edu) three (3) business days prior to pre-proposal meeting or proposal opening.

## **4.0 PROPOSAL RESPONSE AND PREPARATION INSTRUCTIONS**

Proposals must be delivered sealed and addressed to:

University of Florida  
Procurement Services  
971 Elmore Drive  
Gainesville, FL 32611-5250  
ITN22KO-107

on or prior to **10/19/2021 – 3:00 PM ET.**

**The above address is a valid campus address for any courier service.**

It is the vendor's responsibility to assure that the proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. The University shall not accept proposals received by facsimile or email. The University shall, at the specified closing date and time, open all proposals that are otherwise in order. The University will allow interested parties to attend such opening for purposes of identifying which vendors have responded. The University will make no immediate decision at such time, and there will be no disclosure of any information contained in any proposal until the earlier of (i) the time University provides notice of a decision or intended decision, or (ii) 30 days after the final competitive sealed proposals are all opened, whichever occurs earlier, at which time the vendor proposals become public record. When multiple solicitations have been scheduled to open at the same date and time, the University will open solicitations that have interested individuals present in sequential order by solicitation number. The University will hold unopened any proposals received after the closing date and time, and will not consider such proposals. The University reserves the right to retain or dispose of such proposals at its discretion; however, the University may return such proposals to their related vendors, but only at such vendor's request and at no cost or expense whatsoever to the University.

If only one proposal is received, Procurement may delay the opening in order to determine why other vendors did not respond and to encourage other vendors to respond.

## 4.1 Proposal Format Organization

Original hardcopy proposal should be on 8-½ x11 text weight paper, double-sided, using binding tabs that will facilitate the evaluation of the proposals. Proposals should be printed when possible on paper containing a high level of post-consumer recycle content. Proposals should conform to the tabbed format below as well as the requirements of sections 4.1.2, 4.1.3 and 4.1.4. Vendors should submit a separate proposal for each lot they wish to respond to.

### 4.1.1 Response Format

- Submit one (1) original and two (2) copies of the response in hard copy form. The original hardcopy response must contain the original signature of the authorized person signing the proposal.
- Submit one copy on PC compatible media (CD/DVD or USB flash drive), preferably in Word® and/or Excel®.
- The outer carton/envelope of the response must display clearly and conspicuously the following identifying information: the vendor's name, ITN number, ITN title and due date/time. The carton/envelope should be sealed prior to delivery.
- The vendor's response must include the information and required submittals described, tabbed and numbered as shown below, with all information appearing in the Tab in which it was requested.
- Questions and requests for information may not be rearranged, regrouped, or divided in any way.
- All information and required submittals requested should be in both hardcopy and electronic copies of your response.

*Failure to adhere to this condition may cause your response to be rejected without further evaluation.*

- Information submitted that is not requested by the University may be considered to be supplemental, not subject to evaluation by the committee members.
- If there is any information or required submittals which due to size or binding cannot be incorporated following the proper tab, the vendor must provide information following the numbered tab, telling the evaluator where the information can be found in the response.
- Tabular / Paginated Format:
  - **Tab 1:** Completed and signed Certification of Proposal form. Contact name(s) and title(s) of the individual(s) responsible for the company's proposal and negotiation during this ITN process. Include the Organizational chart beginning with company's account management team through CEO. Location of company's closest field office to the site. Number of years the company has been in business.
  - **Tab 2:** Executive summary of the company's proposal. Include a discussion on how the company plans to address the University's requirements. Describe the number of employees that would be used to carry out the services as well as the titles of those employees. Provide a list of the equipment that will be used for this contract and if that equipment is owned or will be rented/leased. Provide a proposed schedule (number of occurrences, calendar schedule, duration of each occurrence, etc.) of the landscaping and grounds maintenance services described in 1.2 Scope of Work.
  - **Tab 3:** A listing of at least five (5) of the company's contracts/customers of similar in size and scope to the services described in this ITN, three (3) of which must be current contracts/customers. This list must include the name, address, telephone, and email address of the customer's contract administrator.
  - **Tab 4:** Pricing proposal. See Attachment C.
  - **Tab 5:** Describe additional "value add" services in addition to the services described in this ITN that will enhance the appearance of the grounds, or other ideas involving creative solutions, sustainability or "green" initiatives.

- **Tab 6:** Provide specific list of any issues with University's ITN terms and conditions and, where appropriate, suggest preferred alternative language.

#### **4.1.2 Number of Proposal Copies to be Furnished**

Submit one (1) hardcopy original of the initial response and one copy on PC compatible media (CD/DVD or USB flash drive), preferably in Word® and/or Excel®, along with two (2) hard copies each marked "Copy".

#### **4.1.3 Bindings and Marking**

Vendors shall ensure that the original and each copy are individually bound. When submitting more than one (1) proposal, vendors shall ensure that units are clearly marked; for example, as "Original of Proposal One", "Copy One of Proposal One", "Original of Proposal Two", "Copy One of Proposal Two", and so on.

This Contract shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective permitted successors and assigns.

#### **4.1.4 Marking of Envelopes**

Vendors shall ensure that the outer carton of the response must display clearly and conspicuously the following identifying information:

- Vendor Name
- ITN#: ITN22KO-107
- Opening date and time: 10/19/2021 at 3:00 PM ET

#### **4.1.5 Proposal Costs**

The University is not liable in any manner or to any extent for any cost or expense incurred by any vendor in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this ITN. Such exemption from liability applies whether such costs are incurred directly by the vendor or indirectly through the vendor's agents, employees, assigns or others, whether related or not to the vendor.

#### **4.1.6 Faxes or Emails Not Accepted**

The University shall not accept proposals received by fax or email.

### **4.2 Requirements of Proposer for Response**

#### **4.2.1 Original ITN Document**

Procurement Services shall retain the ITN, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification.

#### **4.2.2 Vendor's Understanding of the ITN**

In responding to this ITN, the vendor accepts the responsibility fully to understand the ITN in its entirety, and in detail, including making any inquiries to the University as necessary to gain such understanding. The University reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, the University reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. Related to this, the

University's right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost or liability whatsoever to the University.

#### **4.2.3 University Provides Information in Good Faith without Liability**

All information provided by the University in this ITN is offered in good faith. Individual items are subject to change at any time. The University makes no certification that any item is without error. The University is not responsible or liable for any use of the information, or for any claims attempted to be asserted there from.

#### **4.2.4 Verbal versus Written Communication**

Verbal communication shall not be effective unless formally confirmed in writing by the specified University Procurement staff in charge of managing this ITN's process. In no case shall verbal communication override written communication.

#### **4.2.5 Questions, Communications and Inquires between the University and Vendors**

Vendor inquiries, questions and requests for clarification related to this ITN are to be directed, in writing, to:

University of Florida  
Procurement Services  
971 Elmore Drive  
Gainesville, FL 32611-5250

Attn: Karen Olitsky  
Telephone No: 352-294-1163  
E-mail Address: [kolitsk@ufl.edu](mailto:kolitsk@ufl.edu)

Applicable terms and conditions herein shall govern communications and inquiries between the University and vendors, as they relate to this ITN.

**Informal communications** shall include, but are not limited to, requests from/to vendors or vendors' representatives of any kind or capacity, to/from any University employee or representative of any kind or capacity, with the exception of Procurement Services, for information, comments, speculation, etc. Inquiries for clarifications and information that will not require addenda may be submitted verbally to the Procurement Staff named, above, at any time.

**Formal communications** shall include but are not limited to the following.

- Questions concerning this ITN must be submitted in writing and be received prior to 10/01/2021 – 5:00 PM ET.
- Errors and omissions in this ITN and enhancements. Vendors shall bring to the University's attention any discrepancies, errors, or omissions that may exist within this ITN. Vendors shall recommend to the University any enhancements in respect to this ITN, which might be in the University's best interests. These must be submitted in writing and be received prior to 10/01/2021 – 5:00 PM ET.
- Inquiries about technical interpretations must be submitted in writing, and be received prior to 10/01/2021 – 5:00 PM ET.
- Inquiries for clarifications/information that will not require addenda may be submitted verbally to the Procurement Staff named above at any time during this process.
- Verbal and/or written presentations and pre-award proposals under this ITN.

- Addenda to this ITN.

Informal communications shall cease on the date of distribution of this ITN and formal communications shall commence. On the date that the University completes the award process for this ITN and executes the resulting contract with the successful Vendor, informal communications may resume and formal communications must cease.

#### **4.2.6 Addenda and the University's Response to Communications from Vendor**

The University will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within five (5) University business days.

**All addenda will be posted to our web site only:**

<https://procurement.ufl.edu/vendors/schedule-of-bids/>

***Vendors who want the addenda supplied to them in another form must notify the Procurement Staff listed in Section 4.2.5 above of that request. Otherwise, it will be the vendor's responsibility to check the web site for any additional information and addenda concerning this ITN.***

The University may not respond to any questions/requests for clarification that require addenda, if received by the University after 10/01/2021 – 5:00 PM ET.

#### **4.2.7 Pricing and/or Revenue Proposal**

Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this ITN. Vendors shall ensure that any departure from this condition results in an offer that is clearly cross-referenced to the applicable sections within this ITN. For any material departure from this condition, vendors shall provide clear and unambiguous explanations how the departure relates in detail to the applicable sections within this ITN. If the vendor responds with an "All or None" proposal, it shall be clearly and unambiguously marked as such.

The University may presume and hold as the vendor's final offer all pricing and/or revenue offerings, whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis, if not specified by the vendor. The University may accept or reject in part or entirely the vendor's pricing and/or revenue offerings when such offerings are not on an all-or-none basis. The University prohibits the changing of pricing and/or revenue proposals after the ITN closing date and time. Unless otherwise specifically proposed by the vendor, the University reserves the right to hold such pricing and/or revenue proposal as effective for the entire intended contract term. The University may prescribe the manner and method by which pricing and/or revenue offerings shall be communicated in the vendor's proposal. The University may reject any proposal in which the pricing and/or revenue offering does not conform to such prescribed manner and method.

#### **4.2.8 Revisions to the ITN**

The University may revise any part of this ITN for any reason by issuing addenda. The University will communicate additional information and addenda to this ITN by posting them on our web site.

<https://procurement.ufl.edu/vendors/schedule-of-bids/>

***Vendors that want the revisions supplied to them in another way must notify the Procurement Staff listed in this document of that request. Otherwise, it will be the vendor's***

**responsibility to check the web site for any additional information and addenda concerning this ITN.**

Vendors are responsible for the information contained in such addenda, whether or not they acknowledge receipt. The University is under no obligation to communicate such addenda to vendors who notify the University that they will not be responding this ITN. The University may determine whether an addendum will be considered as part of this ITN and/or as part of any contract resulting there from. The University shall reject vendors' responses to addenda if such responses are received after the ITN closing date and time.

**4.2.9 Attention to Terms and Conditions**

Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this ITN. The successful Vendor is expected to enter into a form of agreement. The University agreement terms and conditions included in this ITN are intended to be incorporated into this agreement. PROPOSALS THAT ARE CONTINGENT UPON ANY CHANGES TO THESE TERMS AND CONDITIONS MAY BE DEEMED TO BE NON-RESPONSIVE AND MAY BE REJECTED (within the University's sole discretion).

**4.2.10 Required Signature**

The University may reject any vendors' response if it is not signed as indicated and/or required by the areas, spaces, or forms provided within this ITN.

**4.2.11 Authority to Negotiate**

Representatives of the vendor(s) selected to participate in oral negotiation(s) shall be first required to submit written authorization from the company CEO or CFO attesting to the fact that the company's lead negotiator is authorized to bind the company to the terms and conditions agreed to during negotiations and as contained in the vendor's best and final offer. The provision of such authorization shall be a prerequisite to continuation in the ITN process. The University shall not enter into extensive contract negotiations with the selected vendor(s) after the negotiation process has been completed. If the University determines that a company awarded a contract based on this ITN does not honor all aspects of the agreement reached during the negotiations in the best and final offer, the University reserves the right to immediately cancel the award, and to place the company on the University's suspended vendor list.

Company negotiators must enter the negotiations prepared to speak on behalf of the vendor's company. The University reserves the right to immediately terminate negotiations with any company whose representatives are not empowered to, or who will not, make decisions during the negotiation session. Vendors are reminded that the University may elect not to solicit a best and final offer from any company whose representative(s) have been unable or unwilling to commit to decisions reached during the verbal negotiation process.

**4.2.12 Collusion Prohibited**

In connection with this ITN, vendor collusion with other vendors or employees thereof, or with any employee of the University, is prohibited and may result in vendor disqualification and/or cancellation of award. Any attempt by the vendor, whether successful or not, to subvert or skirt the principles of open and fair competition may result in vendor disqualification and/or cancellation of award. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

**4.2.13 Improper Business Relationships/Conflict of Interest Prohibited**

In connection with this ITN, each vendor shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between or among the vendor, the University, and any other party to this ITN. The University reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not vendor disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

Contractor represents that no University employee who has, or whose relative has, a relationship with Contractor, will violate the Code of Ethics for Public Officers and Employees, including, but not limited to F.S. Section 112.313(3) and (7) and F.S. 112.3185(6) thereof, by reason of Contractor entering into this Contract.

#### **4.2.14 Corrections, Changes, and Providing Information on Forms within the ITN**

Vendors shall ensure that an authorized individual initials each correction using pen and ink. Vendors shall use pen and ink or typewriter in providing information directly on pages, or copies thereof, contained within this ITN.

#### **4.2.15 Intentionally Omitted**

#### **4.2.16 Anti-Kickback**

In compliance with FAR 52.203-7, the University has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.

#### **4.2.17 Withdrawal of ITN**

Vendors may withdraw their proposals any time prior to the ITN closing date. Vendors may request to withdraw their proposals after the ITN closing date and time prior to selection and notice of award. The University shall have sole authority to grant or deny such a request. In the event the University grants such a request, it may withhold issuing future ITN's to such vendors.

#### **4.2.18 University's Right to Use Vendor's Ideas/Proprietary Information**

**If the vendor needs to submit proprietary/trade secret information with the proposal, the vendor shall ensure that it is enclosed in a separate envelope from the proposal and that it is clearly designated and conspicuously labeled as such.** Vendors who submit responses with information noted as proprietary may be asked to substantiate why the information is proprietary or is otherwise exempt from a public records request under Florida Law.

Selection or rejection of the proposal shall not affect the University's right of use. Provided, however, that the University will, in good faith, honor any vendor information that is clearly designated and conspicuously labeled as proprietary when the University concurs that the information is proprietary, and that trade secrets or other proprietary data contained in the proposal documents shall be maintained as confidential in accordance with procedures promulgated by the Procurement Staff and subject to limitations in Florida or Federal law. Pricing information cannot be considered proprietary. The University shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know or could not have reasonably known that such information was proprietary.

Should a request be made of the University for access to the information designated confidential or trade secret by the bidder and, on the basis of that designation, the University denies the request,

the bidder may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

Contractor acknowledges and agrees that (a) all documents, studies, materials and information furnished to Contractor by University or University's affiliates in connection with the Services and (b) all reports, studies, plans, deliverables, strategies, materials and other documents and information developed or prepared for University in connection with the Services or which reflect any of the documents, studies, materials or information furnished to Contractor by University (the materials described in (a) and (b) are collectively referred to as the "Information") are and shall remain at all times confidential, proprietary, and the sole property of University. Contractor agrees that it shall not use the Information and will not share the Information with its employees, except as necessary to perform the Services. Contractor may not disclose Information to third parties unless it obtains University's written consent to such disclosure. In the event Contractor is required by subpoena or other judicial or administrative process or by law to disclose such records, Contractor shall (i) provide University with prompt notice thereof, (ii) consult with University on the advisability of taking steps to resist or narrow such disclosure, (iii) furnish only that portion of the information that is responsive to the request, (iv) comply with the requirements of all privacy laws applicable to the Information, which may include, but not be limited to, FERPA, and (v) reasonably cooperate with University in any attempt that University may make to obtain an order or other reliable assurance that confidential treatment will be accorded the records. Upon termination of this Contract or upon request by University, Contractor shall promptly return the Information to University. Notwithstanding the foregoing, if University will share or provide access to protected health information or "PHI" to Contractor for Contractor to perform the Services, University and Contractor will enter into a separate business associate agreement which will govern the confidentiality and non-use obligations of the Contractor regarding the PHI (in lieu of this provision). This provision shall survive the termination of this Contract.

## **5.0 DEFINITIONS**

### **5.1 Agreement/Contract**

All types of agreements entered into by the University of Florida, regardless of what they may be called, for the procurement of materials, services or construction, or the disposal of materials. Meaning is interchangeable.

### **5.2 Customer**

Unless otherwise implied by the context of the specific provision within this ITN, "Customer" means a customer of the vendor, other than the University.

### **5.3 May, Should**

Indicates something that is not mandatory, but permissible, recommended, or desirable.

### **5.4 Must, Shall, Will**

Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in rejection of your proposal as non-responsive.

### **5.5 Proposal**

The entirety of the vendor's responses to each point of this ITN, including any and all supplemental offers or information not explicitly requested within this ITN.

### **5.6 Proprietary Information**



Information held by the owner that if released to the public or anyone outside the owner's organization, would be detrimental to its interests. It is an issue of fact rather than opinion. Pricing and/or revenues cannot be considered proprietary.

## **5.7 Provider**

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

## **5.8 Invitation to Negotiate (ITN)**

A competitive negotiation process. It is not to be confused with an Invitation to Bid (ITB), in which goods or services are precisely specified and price is substantially the only competitive factor. This ITN provides the University the flexibility to negotiate to arrive at a mutually agreeable relationship. Price will be considered, but will not be the only factor of evaluation.

## **5.9 Respondent**

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

## **5.10 Response**

Same as Proposal

## **5.11 Successful Vendor**

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

## **5.12 Supplement Agreement**

Any supplement terms and conditions agreed to by the parties in writing taking precedence over all other documents governing the transaction.

## **5.13 Supplier**

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

## **5.14 University of Florida, UF or University**

Same as The University of Florida Board of Trustees, a public body corporate of the State of Florida; throughout the document the term UF, University and University of Florida is used interchangeably.

## **5.15 Vendor**

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

## **5.16 Vendor's Proposal**

Same as Proposal.

## **5.17 Vendor's Response**

Same as Proposal.

## **6.0 AGREEMENT TERMS AND CONDITIONS**

The following are the Terms and Conditions that will become part of any Agreement consummated between the University and the Successful Vendor. The Successful Vendor will be expected to execute an Agreement containing the provisions set forth in this section, or substantially similar provisions as University deems prudent or necessary. This list of provisions is not exhaustive or indicative of every provision that will be contained in the Agreement, but rather identifies particular terms and conditions of which the vendor should be aware. In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Agreement; Invitation to Negotiate; Proposal.

### **6.1 Actions of Successful Vendor**

The University is under no obligation whatsoever to be bound by the actions of any Successful Vendor with respect to third parties. The Successful Vendor is not a division or agent of the University.

### **6.2 Advertising**

The Successful Vendor shall not advertise or publish information concerning the Agreement without prior written consent of the University. The University shall not unreasonably withhold permission.

### **6.3 Americans with Disabilities Act**

The Successful Vendor shall comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the act.

### **6.4 Certification**

By signature on the "Proposal Certification" form included under Section 7.0, the Vendor certifies that the submission on the proposal did not involve collusion or other anti-competitive practices. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. In addition, Vendor certifies whether or not an employee of the University has, or whose relative has, a substantial interest in any Agreement subsequent to this ITN. Vendor also certifies their status with regard to debarment, or suspension by any federal entity.

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting Agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting Agreement. Any resulting Agreement may be subject to legal remedies provided by law. Vendor agrees to promote and offer to the University only those services and/or materials as stated in and allowed for under resulting Agreement(s).

### **6.5 Conflict of Interest**

The award hereunder is subject to the provisions of Chapter 112, F.S. Vendors must disclose with the proposal 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.

### **6.6 Discrimination**

An entity or affiliate who has been placed on the discriminatory 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 proposals on leases of real property to a public entity, may not award or perform work as a Vendor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.

### **6.7 Drug Free Workplace**

The Successful Vendor agrees that in the performance of the Agreement, neither the Successful Vendor nor any employee of the Successful Vendor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the Agreement. The University reserves the right to request a copy of the Successful Vendor's Drug Free Workplace Policy. The Successful Vendor further agrees to insert a provision similar to this statement in all subcontracts for services required.

### **6.8 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 prohibit 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 vendor 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 vendor 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 proposal response.
- C. If the vendor expects to receive \$50,000 in orders 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 vendor 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 vendor, subject to review upon request by the user agencies of this agreement.

If you have already complied with the above, please indicate \_\_\_\_\_

### **6.9 Federal, State, and Local Laws and Regulations**

Successful Vendor is solely responsible for complying with all laws, ordinances, and regulations including but not limited to, those relating to taxes, licenses and permits, as they may apply to any matter under this ITN. The Successful Vendor must demonstrate that they are duly licensed by applicable regulatory bodies during the performance of the Agreement. Prior to the commencement of Agreement, the Successful Vendor shall be prepared to provide evidence of such licensing as may be requested by the University. Successful Vendor shall, at no expense to the University, procure and keep in force during the entire period of the Agreement all such permits and licenses.

In the performance of the Services, Contractor shall, at its own expense, at all times during the Term, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements. Contractor acknowledges and agrees that Contractor has and will at all times during the Term maintain all governmental permits, licenses, consents, and approvals

necessary to perform the Services. Contractor shall also be solely responsible for and shall pay as required by law Contractor's income taxes, general excise taxes and any self-employment taxes.

#### **6.10 E-Verify Compliance; Unauthorized Alien Workers**

By entering into a contract with UF, Vendor 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, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. 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. The Vendor's employment of unauthorized aliens is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized alien workers, such violation shall be cause for UF'S unilateral cancellation of the Agreement.

#### **6.11 Inspection, Audit and Reporting**

All books, accounts, reports, files and other records relating to the Agreement shall be subject at all reasonable times to inspection and audit by the University of Florida.

Reporting Requirements: The successful vendor(s) agrees to furnish to the University a summary of total sales made under this contract as requested but at least twice a year.

All reporting will be in electronic format.

Reports will include but are not limited to the following.

Detailed invoice level purchase history usage with at minimum the following fields:

- Date
- Location
- Service(s) provided (i.e. mowing, mulching, fertilizing, etc.)
- Product(s) provided
- Equipment used
- Number of hours worked

Other Organizations (if applicable): Total dollar value of purchases and total of orders through University agreement to other institutions.

Vendor and University will work together to create reports as University deems necessary and compatible with vendor systems.

#### **6.12 Liens**

Each Successful Vendor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Successful Vendor.

#### **6.13 Modifications**

This Contract may be modified or altered only by written agreement signed by both University and Contractor.

#### **6.14 Non-Discrimination**

The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

### **6.15 Ownership of Documents**

All drawings, maps, sketches, documents, records, programs, data base, reports and other data developed or purchased, under this Agreement for or at the University's expense shall be and remain the University's property, without restriction, reservation or qualifications. The Successful Vendor may retain copies necessary for recordkeeping documentation and all such other business purposes related to the Agreement. All materials and products produced shall be provided to the University upon expiration of this Agreement.

### **6.16 Sales and Use Tax**

The Successful Vendor agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable law. The Successful Vendor further agrees to indemnify and hold harmless the University from any and all claims and demands made against it by virtue of the failure of the Successful Vendor or any subcontractors to comply with the provisions of any and all said laws. The University is exempt from state sales and use tax. A copy of the University's Certificate of Exemption will be made available upon request.

### **6.17 Sexual Harassment**

Federal law and the policies of the University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees, or a hostile or an offensive academic environment for University students. University vendors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. The employer of any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to be removed from the project site and from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

### **6.18 Supplier Diversity 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.

For questions about the University's supplier diversity program, contact the Director of Small Business and Supplier Diversity, 352-392-0380, <https://sbsd.admin.ufl.edu/>.

### **6.19 Tobacco Free Campus Policy**

The University of Florida campus is a tobacco-free campus. This policy was effective as of July 1, 2010. 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.

### **6.20 Sustainability Preferences**

The University's Procurement directives support the purchase of products that will minimize any negative environmental impacts of our work. In order to facilitate a healthy market in sustainable products, all parties involved in the procurement and utilization of materials must engage in both waste recycling and the initial purchase of products containing recycled content. 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, as well as energy efficient fixtures, appliances and mechanical equipment used in new construction and retrofit of University facilities.

#### **6.21 Assignment-Delegation**

Except for subcontracting or delegation expressly contemplated in the scope of work set forth on Exhibit A, Contractor shall not assign, transfer, delegate, subcontract, or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any right or obligation under this Contract, without the written consent of University, which consent may be withheld in University's sole discretion. Any such assignment, subcontracting or transfer is void. No subcontracting or other delegation shall in any event relieve Contractor of any obligation or liability of Contractor under this Contract

#### **6.22 Assignment of Anti-Trust Overcharge Claims**

The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Successful Vendor hereby assigns to the University any and all claims for such overcharges.

#### **6.23 Date for Reckoning Prompt-Payment Discount**

For purposes of determining whether a prompt-payment discount, if applicable, may be taken by the University, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.

#### **6.24 Force Majeure**

In the event compliance with any obligation under this Agreement is impractical or impossible due to any Event of Force Majeure, then the time for performance of such obligation shall be extended for a period equivalent to the duration of the Event of Force Majeure. The provisions of this section shall not operate to excuse either party's inability to perform its obligations hereunder because of inadequate finances. "Event of Force Majeure:" means any strike, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the party in question.

#### **6.25 Intentionally Omitted**

#### **6.26 Indemnification/Hold Harmless; Liability**

The Successful Vendor shall indemnify, defend, and hold harmless the University of Florida Board of Trustees, the University of Florida, the State of Florida and the Florida Board of Governors, and their respective officers, agents, and employees, against and from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Successful Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the

Agreement. Successful Vendor's obligation under this provision shall not extend to any liability caused by the sole negligence of the University Of Florida Board Of Trustees, University, or its officers, agents, and employees. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by Successful Vendor and third party infringement under the Agreement.

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.

## **6.27 Insurance Requirements**

The Successful Vendor shall purchase from and maintain with a company or companies, lawfully authorized to do business in Florida and acceptable to the University, such insurance as will protect the Successful Vendor from claims arising out of or resulting from the Successful Vendor's operations under the Agreement and for which the Successful Vendor may be legally liable, whether such operations be by the Successful Vendor or by their subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be issued and countersigned by representatives of such companies duly authorized for the State of Florida and shall be written on ISO standard forms or their equivalents. The Successful Vendor shall file with the University Certificates of Insurance prior to the commencement of this Agreement and shall file Certificates of Insurance evidencing the renewal of such policies at least thirty (30) days prior to the date that each applicable insurance policy is scheduled to expire. **Please note that the University of Florida must be named "additional insured" on automobile and general liability policies.**

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

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

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

## **6.28 Protection of Property**

The Successful Vendor shall at all times guard against damage or loss, whether by the vendor directly or subcontractors, to the property of the University or of others or vendors 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 Vendor or their agents. The Successful Vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

## **6.29 Labor Disputes**

Successful Vendor shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance of the Agreement.

### **6.30 Laws and Regulations**

Successful Vendors are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations and shall protect and indemnify the University, its officers and agents against any claims of liability arising from or based on any violation thereof.

### **6.31 No Replacement of Defective Tender**

Every tender of goods must fully comply with all provisions of the Agreement as to time of delivery, quantity, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Successful Vendor shall not have the right to substitute a conforming tender.

### **6.32 No Waiver of Right by the University**

No waiver by a party of any provision or breach of this Contract shall be deemed to have been made unless the same is in writing, and no waiver of any provision or breach of this Contract shall be deemed a waiver of any other provisions or breach. A party's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act.

### **6.33 Notice to Vendors of Asbestos-Containing Materials in University Buildings**

Asbestos containing materials (ACM) can be found in almost any building in the United States more than 10 years old. The University of Florida is no exception. The types of asbestos most commonly found are pipe and boiler insulation, fireproofing, hard panels known as "Transite", floor tile, and spray or trowel-applied ceiling finishes. ACM is generally not hazardous if left undisturbed.

The University has implemented an Asbestos Program to assure safe management and removal of ACM. Vendors, consultants, and other's providing service to the University may encounter ACM and must, therefore, comply with the following instructions:

- A. Avoid disturbing suspected ACM. Exercise caution and watch for possible ACM.
- B. If it is necessary to disturb ACM, first notify the appropriate Division Asbestos Representative listed in this notice, or the University of Florida Asbestos Coordinator, before proceeding with your work. You shall take whatever precautions are necessary to protect humans' health and the environment, and comply with all applicable Federal, State, and Local laws pertaining to asbestos.
- C. If you require additional information on possible locations of ACM in a particular building, contact the Asbestos Representative from the Division for which you are working.

<u>Division</u>	<u>Asbestos Representative</u>	<u>Telephone</u>
Facilities Services	Assoc. Dir. Facilities Services	(352) 392-7793
Housing	Housing Maintenance Superintendent	(352) 392-2161
Reitz Union	Maintenance Superintendent	(352) 392-1614
IFAS	Engineer	(352) 392-6488

### **6.34 Parking**



The Successful Vendor shall obtain all parking permits and/or decals that may be required while performing project work on University premises. The Successful Vendor should review Contractor and Vendor Parking information from Transportation and Parking Services located at the following link: <https://parking.ufl.edu/decals/contractors-vendors/>

### **6.35 Security**

A. Sites located on the University of Florida campus fall under the jurisdiction of the UFPD. Any incident requiring police service should be immediately reported to the UFPD at (352) 392-1111.

B. Employees are to obey all laws and rules of the State of Florida and the University of Florida when on University property.

C. Students, faculty, and staff shall not be harassed, disturbed, or in any way disrupted in their lawful pursuits. Sexual harassment shall be reported to the University's Title IX Coordinator and Deputy Title IX Coordinator for Students as per the following policy: <https://titleix.ufl.edu/>

D. The Vendor shall provide identification badges for all personnel working on the site and shall always require continuous use (wearing) of same. Badge shall display photograph, name of employee, and company for which employee works.

E. The Vendor shall maintain a roster of employees, their work assignment and their home address and phone number. It shall be the responsibility of the Vendor to keep the employee roster current.

### **6.36 Background Checks**

The following requirements are to be met by the Vendor while engaged in any work at the University of Florida:

A. A criminal history check shall be performed on all personnel working on UF's campuses, including subcontractors and temporary day laborers, at least once every two years. Vendor shall obtain an initial criminal history background check performed by a private company trained to perform employment screening. Vendor shall screen the results for the following disqualifying offenses to determine a person's eligibility to work on the University of Florida campus.

- Drug distribution activity or felony drug possession
- Sexual offenses, including, but not limited to, indecent exposure and voyeurism
- Crimes of violence involving physical injury to another person
- Murder
- Kidnapping
- Felony theft

B. The following searches shall be performed to document types of convictions listed above that will render an individual ineligible to perform work on campus unless a waiver is granted:

- SSN Trace plus address history
- Sexual Offender database check
- National Criminal Database search
- 7-year County Court Check in the employee's County of residence

C. Entities seeking to use an employee with one or more revealed convictions must apply for a written waiver from the UFPD Chief at (352) 392-1111 or [updinfo@admin.ufl.edu](mailto:updinfo@admin.ufl.edu).

D. The UFPD Chief will consider the following factors when determining whether a waiver will be granted:

- The nature and gravity of any criminal offense(s);
- The individual's age at the time of the offense(s);
- The number and type of offense (felony, misdemeanor, traffic violations, etc.);
- The sentence or sanction for the offense and compliance with the sanction(s);
- The amount of time that has passed since the offense and/or completion of the sentence(s);
- Whether there is a pattern of offenses;
- Whether the offense arose in connection with the individual's prior employment or volunteer activities;
- Information supplied by the individual about the offense(s);
- Work record and references after the offense(s);
- Subsequent criminal activity; and
- Truthfulness of the individual in disclosing the offense(s).

E. Vendor shall certify that all personnel have been subject to a criminal background check and shall continuously track, monitor, and re-certify throughout contract as new personnel begin work.

F. The cost of the criminal background check shall be borne by the Vendor.

G. The Vendor shall maintain electronic copies of background checks at their home office. The names and pertinent information of all screened and approved employees shall be readily available at any time to UF.

### **6.37 Payment Terms**

The University's obligation is payable only and solely from funds appropriated for the purpose of the Agreement. Unless otherwise stated herein, the payment terms for the Agreement are Net 30 days. VENDOR OMBUDSMAN: The University's vendor ombudsman whose duties include acting as an advocate for vendors may be experiencing problems in obtaining payment(s) from the University may be contacted at 352-392-1241.

### **6.38 Price Adjustment**

Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Agreement period, and shall be supported by written evidence of increased costs to the Successful Vendor. The University will not approve unsupported price increases that will merely increase the gross profitability of the Successful Vendor at the expense of the University. Price change requests shall be a factor in the Agreement renewal review process. The University shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University.

### **6.39 Prior Course of Dealings**

No trade usage, prior course of dealings, or course of performance under other agreements shall be a part of any agreement resulting from this ITN; nor shall such trade usage, prior course of dealing, or course of performance be used in the interpretation or construction of such resulting agreement.

### **6.40 Intentionally Omitted**

### **6.41 Public Entity Crime**

A person or affiliate who has been placed on the convicted list by the Department of Management Services, State of Florida, may not submit a proposal on a contract to provide any goods or services, including construction, repairs, or leases and may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant for the University of Florida for a period of 36 months from the

date of being placed on the convicted 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).

#### **6.42 Public Records**

All proposal information submitted and opened becomes subject to the Public Records Law set forth in Chapter 119 F.S.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**Phone: (352) 846-3903**

**Email: [PR-Request@ufl.edu](mailto:PR-Request@ufl.edu)**

**Mail: PO Box 113156, Gainesville, FL 32611-3156**

Any resulting Agreement may be unilaterally canceled for refusal by the vendor to allow public access to all documents, papers, letters, or other materials made or received by the Successful Vendor in conjunction with the Agreement and subject to the provisions of Chapter 119. F.S.

#### **6.43 Referencing of Orders**

For each order issued against an agreement resulting hereunder, the University intends in good faith to reference this ITN for pricing, terms and conditions, delivery location, and other particulars. However, in the event the University fails to do so, the University's right to such terms and conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to the University.

#### **6.44 Remedies and Applicable Law**

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflict of laws) and the rules and regulations of the Florida Board of Governors and the University. University and Successful Vendor shall have available all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the Agreement shall be brought in Alachua County, Florida, and both parties consent to such jurisdiction and venue regardless of the residence of the parties at the time the action is commenced.

#### **6.45 Intentionally Omitted**

#### **6.46 Right of Offset**

The University shall be entitled to offset against any sums due the Successful Vendor, any expenses or costs incurred by the University, or damages assessed by the University concerning the Successful Vendor's non-conforming performance or failure to perform the Agreement, or any other debt owing the University, including expenses, costs and damages described in the termination provisions contained herein.

#### **6.47 Shipment Under Reservation Prohibited**

Successful Vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.

#### **6.48 Specifications: Brand Name or Acceptable Alternate**

Where in these specifications reference is made to materials, trade names, catalog numbers or articles of certain manufacture, it is done for the sole purpose of establishing a basis of a comparable standard of quality, performance, characteristics desired and is not intended to limit or restrict competition. It shall be understood that such method of specification description is not intended to exclude other processes, similar designs, or kinds of materials, but is intended solely as a means of establishing a standard of comparison to be utilized for solicitation evaluation purposes. Other material or product may be used, if in the sole opinion of the University, they are equal in durability, quality and of a design in harmony with the intent of these specifications. Such other material or product which is substantially equivalent to those specific brand(s) specified shall qualify for solicitation evaluation and award consideration by the University. The University reserves the right to reject any substitute material or product which, in its opinion, does not meet the standard of quality established by reference in these specifications and is not considered an acceptable alternate for the intended use and purpose. The burden of proof as to meeting the requirements of these specifications shall be the responsibility of the submitting vendor. Such proposer(s) who is offering any material or product other than the item(s) specified herein must submit with their solicitation response catalog cuts and detailed specifications which will completely describe the item(s) on which they are offering for an acceptable alternate determination by the University. Where the proposer proposes to substitute a material or product which is not known to the University, he/she shall be prepared to submit samples on request for the University's inspection and evaluation. The cost of transportation, both ways, of such samples shall be borne by the submitting proposer.

#### **6.49 Intentionally Omitted**

#### **6.50 Termination**

##### **6.50.1 Convenience**

Upon giving at least seven (7) days written notice, University may terminate this Contract, at any time, with no further obligation to Contractor, other than to pay for Services provided in compliance with this Contract prior to Contractor's receipt of the notice of termination. If Contractor defaults under this Agreement and does not cure its default within fourteen (14) days after written notice thereof, University may terminate this Contract. The University reserves the right to terminate the Agreement in whole or part at any time when in the best interests of the University without penalty or cause. Upon receipt of the written notice, the Successful Vendor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the University. In the event of termination under this provision, all documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and delivered to the University. The Successful Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the Successful Vendor's sole remedy against the University in the event of termination under this provision.

##### **6.50.2 Default**

The University reserves the right to terminate the Agreement in whole or in part due to the failure of the Successful Vendor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The University shall provide written notice of the termination and the reasons for it to the Successful Vendor. Upon termination under this

provision, all goods, materials, documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Successful Vendor shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services.

#### **6.50.3 Gratuities**

The University may, by written notice to the Successful Vendor, cancel the Agreement if it is discovered by the University that gratuities, in the form of entertainment, gifts or other, were offered or given by the Successful Vendor, or any agent or representative of the Successful Vendor, to any officer or employee of the University with a view toward securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the University pursuant to this provision, University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Successful Vendor in providing such gratuities.

#### **6.50.4 Insolvency**

The University shall have the right to terminate the Agreement at any time in the event Successful Vendor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Successful Vendor and not discharged within thirty (30) days; or if Successful Vendor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Successful Vendor or its business.

#### **6.50.5 Lack of Funds**

The State of Florida's and UF's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida State Legislature. The Agreement may be canceled without further obligation on the part of the University of Florida in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Successful Vendor shall be notified in writing of such non-appropriation as soon as reasonably possible. No penalty shall accrue to the University in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit the University to terminate the Agreement in order to acquire similar equipment, material, supplies or services from another party.

#### **6.50.6 Stop Work Order**

The University may at any time, by written order to the Successful vendor, require the Successful Vendor to stop all or any part of the work called for by the Agreement for a period of ninety (90) days after the order is delivered to the Successful Vendor, and for any further period to which the parties may agree. The order shall be specifically identified as a Stop Work Order issued under this provision. Upon receipt of the order, the Successful Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the Successful Vendor shall resume work. The University shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

#### **6.50.7 Suspension or Debarment**

The University may by written notice to the Successful Vendor immediately terminate the Agreement if the University determines that the Successful Vendor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but limited to, being disapproved as a subcontractor Vendor of any public procurement unit or other governmental body.

#### **6.50.8 Continuation of Performance Through Termination**

The Successful Vendor shall continue to perform, in accordance with the requirements of Agreement, up to the date of termination, as directed in the termination notice.

### **6.51 Title and Risk of Loss**

The title and risk of loss of the goods and equipment shall not pass to University until University actually receives the goods and equipment at the point or points of delivery.

### **6.52 Warranties**

In addition to any implied warranties, Successful Vendor warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed herein, and to the sample or samples if any, furnished by the Successful Vendor. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

### **6.53 Payment Card Industry Data Security Standard.**

For e-commerce business and/or credit card transactions, Proposer agrees to be bound by the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time, and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank.

Proposer is required to be in compliance with the requisites of the SAS 70 and/or Payment card Industry Data Security Standard and provide written attestation of compliance annually.

### **6.54 Payment and Invoice Information**

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](mailto: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

### **6.55 Travel**

Any travel authorized by this Contract and being compensated separately shall be compensated in accordance with University's travel policy (<http://fa.ufl.edu/uco/handbook/handbook.asp?doc=1.4.14>) and Contractor shall be required to provide all back-up documentation required by the policy.

#### **6.56 State Purchasing Requirements**

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION [413.036](#)(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE CONTRACTOR SHALL BE DEEMED TO BE SUBSTITUTED FOR THE UNIVERSITY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED. This requirement applies only if any such nonprofit agency produces a product covered by this CONTRACT and can satisfy the terms of this CONTRACT with respect to price, quantity, quality, and delivery time. Any questions concerning available products should be directed to: Division of Vocational Rehabilitation Headquarters, 2002 Old St. Augustine Road, Building A, Tallahassee, Florida 32301-4862, (800) 451-4327 (Voice/TDD).

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION [946.515](#)(2), AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE CONTRACTOR CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR UNIVERSITY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED. This requirement applies only if the corporation produces a product covered by this CONTRACT and can satisfy the terms of this CONTRACT with respect to price, quantity, quality, and delivery time. Any questions concerning the corporation's ability to provide products or services should be directed to: Prison Rehabilitative Industries and Diversified Enterprises, Inc., 12425 - 28th Street North, Saint Petersburg, Florida 33716, (727) 572-1987.

#### **6.57 Notices**

All notices, consents, approvals and other communications (collectively, "Notices") which may be or are required to be given by either party shall be properly given only if made in writing and sent to the address of University or Contractor, as applicable, set forth in Exhibit A, as the same is modified in accordance herewith, by hand delivery, U.S. Certified Mail (Return Receipt Requested) or nationally recognized overnight delivery service. Telephone and facsimile numbers and e-mail addresses are listed for convenience only. Either party may change its address for Notices by giving written notice to the other party in accordance with this provision.

#### **6.58 Intentionally Omitted**

#### **6.59 Intentionally Omitted**

#### **6.60 Independent Contractor**

Contractor is and shall at all times remain an independent contractor, with sole control of the manner and means of performing the Services. Contractor shall have no authority to bind or commit University to any contract, representation or obligation to or with any third party or to incur any cost, expense, liability or other amount for or on behalf of University, and Contractor shall not act as or represent that it is the agent of University. Further, it is understood and agreed by the parties that nothing contained in this Contract shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that

their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Contract.

**6.61 No Use of Name/Logos/Public Statements**

Except with the prior written consent of the other party, no party shall, make any press or media announcement concerning this Contract, or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them. In the case of University, consent must be provided by its Vice President for University Relations or that position's designee.

**6.62 Time of the Essence**

Time is of the essence with respect to all provisions of this Contract in which a definite time for performance is specified.

**6.63 Intentionally Omitted**



## 7.0 Certifications and Forms

### 7.1 Certification of Proposal

**Explanation:** This certification attests to the vendor's awareness of, and agreement, to the content of this ITN and all accompanying provisions contained herein.

**Action:** Vendor is to ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to Invitation to Negotiate # ITN22KO-107 issued by the University of Florida. The undersigned, as a duly authorized officer, hereby certifies that

\_\_\_\_\_  
(Vendor Name)

agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced Invitation to Negotiate (ITN) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the ITN. The proposal shall remain in effect for a period of ninety (90) calendar days as of the Due Date for responses to the ITN.

The undersigned certifies that to the best of his/her knowledge: (check one pf the below and provide information if required)

\_\_\_ There is no trustee or employee of the University of Florida who has or who's Relative has an Interest in the entity or entities making this proposal or who is a natural person making this proposal.

\_\_\_ There are trustee(s) and/or employee(s) of the University of Florida who have, and/or whose Relative(s) have, an Interest in the entity or entities making this proposal or who is a natural person making this proposal. Describe the nature of the interest held by each trustee, employee, or Relative of the trustee or employee (for example, grandson of Employee X owns the company or spouse of Employee Y is a director of the company).

"Interest" for purposes of this disclosure includes the following: director, trustee, officer, or employee of an entity, any contract with an entity (including consulting), or any partner, proprietor, stock, equity, or other ownership interest in an entity.

"Relative" for the purpose of this disclosure is an individual who is related to the trustee or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the trustee or employee or who otherwise holds himself or herself out as or is generally known as the person whom the trustee or employee intends to marry or with whom the trustee or employee intends to form a household, or any other natural person having the same legal residence as the trustee or employee"

The undersigned further certifies that their firm (check one) \_\_\_ **IS** or \_\_\_ **IS NOT** currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Person(s) authorized to negotiate in good faith on behalf of this firm for purposes of this Invitation to Negotiate are:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Email: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Officer Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name Email: \_\_\_\_\_

ITN#: ITN22KO-107

Closing Date: 10/19/2021

Closing Time: 3:00 PM ET

# Florida-Friendly Landscaping™ Guidelines for Community Associations: Considerations for Selecting a Landscape Contractor and Writing an Effective Landscaping Contract<sup>1</sup>

Adam Dale, Claire Lewis, Esen Momol, Don Rainey, John Bossart, C. J. Bain, Jen Marvin, Lynn Barber, Norman Leppla, Gary Knox, and Thomas T. Ankersen<sup>2</sup>

Knowledgeable landscape contractors are essential to successfully maintaining Florida-Friendly Landscaping™ (FFL) on community association properties. The University of Florida Institute of Food and Agricultural Sciences (UF/IFAS) Extension Florida-Friendly Landscaping™ Program, working with UF/IFAS Extension faculty, industry professionals, community associations, and the UF Levin College of Law, has developed the following guidelines and model language for a landscaping contract. The fundamental logic guiding this process has been to create a vehicle that both improves the quality of Florida's environment and articulates the visions and concerns of individual communities.

Florida-Friendly Landscaping™ protects Florida's unique natural resources by conserving water, reducing waste and pollution, creating wildlife habitat, and preventing erosion.

Any landscape can be Florida-Friendly if it is designed and cared for according to the nine Florida-Friendly Landscaping™ principles. The principles include: (1) planting the right plant in the right place, (2) efficient watering, (3) appropriate fertilization, (4) mulching, (5) attraction of wildlife, (6) responsible management of yard pests, (7) recycling yard waste, (8) reduction of stormwater runoff, and (9) waterfront protection. Additional components include practices such as landscape planning and design, soil analysis, the appropriate use of solid waste compost, minimizing the use of irrigation, and proper maintenance. In 2009, the Florida Legislature found "that the use of Florida-friendly landscaping and other water use and pollution prevention measures to conserve or protect the state's water resources serves a compelling public interest and that the participation of homeowners' associations and local governments

1. This document is ENH1080, one of a series of the Environmental Horticulture Department, UF/IFAS Extension. Original publication date October 2007. Revised December 2009 and April 2018. Visit the EDIS website at <http://edis.ifas.ufl.edu>.
2. Adam Dale, assistant professor; Claire Lewis, MLA, Florida-Friendly Landscaping™ (FFL) Program; Esen Momol, director, FFL Program; Don Rainey, FFL Program GI-BMP statewide coordinator; John Bossart, FFL Program Extension program manager; C. J. Bain, FFL Program website & information technology coordinator; Jen Marvin, MLA, FFL Program; Lynn Barber, landscaping agent, UF/IFAS Extension Hillsborough County; Norman Leppla, professor and program director, Department of Entomology and Nematology; Gary Knox, professor, Environmental Horticulture Department; and Thomas T. Ankersen, professor and director, UF Levin College of Law; UF/IFAS Extension, Gainesville, FL 32611.

The use of trade names in this publication is solely for the purpose of providing specific information. UF/IFAS does not guarantee or warranty the products named, and references to them in this publication do not signify our approval to the exclusion of other products of suitable composition.

All chemicals should be used in accordance with directions on the manufacturer's label. Use herbicides and pesticides safely. Read and follow directions on the manufacturer's label.

The Institute of Food and Agricultural Sciences (IFAS) is an Equal Opportunity Institution authorized to provide research, educational information and other services only to individuals and institutions that function with non-discrimination with respect to race, creed, color, religion, age, disability, sex, sexual orientation, marital status, national origin, political opinions or affiliations. For more information on obtaining other UF/IFAS Extension publications, contact your county's UF/IFAS Extension office.

U.S. Department of Agriculture, UF/IFAS Extension Service, University of Florida, IFAS, Florida A & M University Cooperative Extension Program, and Boards of County Commissioners Cooperating. Nick T. Place, dean for UF/IFAS Extension.

is essential to the state's efforts in water conservation and water quality protection and restoration". The Florida-Friendly Landscaping™ Program provides information and guidance on turfgrass and landscape management practices to minimize nonpoint source pollution to conserve and protect Florida's water resources.

Follow the link below to download a model Florida-Friendly Landscaping™ Management Contract that can be modified to reflect site-specific conditions and negotiated terms. [https://fll.ifas.ufl.edu/materials/Florida\\_Friendly\\_Landscaping\\_Maintenance\\_Contract\\_2018.pdf](https://fll.ifas.ufl.edu/materials/Florida_Friendly_Landscaping_Maintenance_Contract_2018.pdf).

For additional guidance, please contact your county UF/IFAS Extension office.

## Benefits of the Contracted Service

Landscape maintenance is often a major expense for communities because the appearance of yards and common areas is aesthetically important to the residents, can enhance the community's reputation for being well-maintained, and protects property values. Healthier, longer-living plants provide valuable services like air and water filtration, carbon sequestration, temperature reduction, and aesthetic enhancement. By carefully contracting these services, property owners can save money, improve the community's appearance, and extend the life of landscape plants. The benefits of contracting landscape maintenance services include the following:

- A properly trained and licensed landscape maintenance contractor has specialized expertise in managing landscapes for plant health and longevity. The contractor can remedy landscape problems and outline a detailed landscape maintenance program.
- Landscape maintenance company personnel have expertise in horticulture, including evaluation and treatment of plant problems (insects, diseases, weeds, nutritional imbalances); proper chemical usage; mowing, pruning and edging methods; and other landscape maintenance practices. Sometimes, a contractor will have specially trained staff members, such as a certified arborist or licensed pest control operator, who can be even more effective, but also more expensive. However, the additional cost for this level of contracted maintenance can be less expensive than replacing plants damaged by diseases, insects, or improper maintenance. Additionally, a certified arborist can identify hazardous trees that are a liability to the community.
- Hiring a contractor versus in-house landscape maintenance eliminates capital outlay for equipment and associated maintenance. Well-maintained mowers, edging equipment, spreaders, sprayers, and specialized hand tools are needed to properly maintain trees, planted beds, and turf. A contractor is experienced in using and servicing landscape maintenance equipment.

## Environmental Concerns

Residential development and urbanization are the most rapid forms of land use change in Florida. With this change, constraints on natural resources (e.g., water availability), wildlife conservation, and the preservation of native vegetation in these habitats are becoming more important (<http://1000friendsofflorida.org/florida2070/wp-content/uploads/2017/08/FOF-1080-Newsletter-Spring-2017-v12-web.pdf>). Protecting the environment in Florida communities has become a major issue because of concerns about human and environmental health.

If applied incorrectly, surface and groundwater can be polluted by run-off and leaching of nitrate and phosphorus fertilizers (<http://edis.ifas.ufl.edu/ep236>). Heavy summer rains commonplace in Florida can exacerbate this risk. The best way to reduce this source of pollution is to apply fertilizers correctly and when necessary (<http://edis.ifas.ufl.edu/lh014>). Over-fertilization with nitrogen has also been associated with increased insect and disease problems in the landscape. Thus, landscape contractor employees hired to apply fertilizer must be trained in Florida Green Industries Best Management Practices (GI-BMPs), have a GI-BMP certification, and hold a Limited Urban Commercial Fertilizer Applicator Certification License from the Florida Department of Agriculture and Consumer Services (see Helpful Resources). Companies hired to fertilize landscapes must comply with local and state ordinances that prohibit nitrogen fertilizer applications during particular months (<https://fll.ifas.ufl.edu/fertilizer>), and ensure that fertilizer applications are in compliance with local regulations to avoid a citation, fine, or risk of environmental harm.

Integrated Pest Management (IPM) should be practiced so that the landscape is treated as an ecosystem and is more sustainably managed (<http://edis.ifas.ufl.edu/in109>). Rather than routinely scheduling pesticide applications, IPM is based on systematically inspecting the landscape, identifying infestations, and controlling pests before they become damaging. It is important that turfgrass and other vegetation be inspected during each visit by the landscape contractor for indications of pest problems. Pesticides should only be used when necessary, and the decision to

apply a pesticide must be supported by records of accurately identified pests, pest occurrence, and abundance. Pesticide applications should be targeted to the infested and/or damaged areas, not to the entire landscape. Low-impact (e.g., horticultural oils, insecticidal soaps, naturally-derived pesticides) or reduced-risk products (<https://www.epa.gov/pesticide-registration/reduced-risk-and-organophosphate-alternative-decisions-conventional>) should be applied before using more toxic chemicals, and treatments should be evaluated to determine their effectiveness before making an additional application.

The contractor is legally responsible for any environmental cleanup resulting from chemical or fuel spills that occur while conducting their work. Contract specifications should require the contractor to select a designated area for all equipment refueling and servicing and the mixing or handling of chemicals. Contractors are also required to clean their equipment, including sprayers, and properly dispose of the waste. It is critical that the contract indicate how fuels, oil, fertilizers, and all normal landscape chemicals are contained, if stored in the community.

## Selecting a Landscape Maintenance Contractor

### 1. Get several bids

It is important to get at least three bids to compare prices, services offered, and terms of the contract. The lowest price is not necessarily the best deal. You want to pay for quality service that protects your investment and the environment. There are several ways to locate good landscape maintenance companies. For recommendations, contact the Florida Nursery, Growers and Landscape Association (<http://www.fngla.org/>), local landscape supply stores, or other community associations.

When evaluating a contractor for hire, an association representative should conduct a detailed, on-site inspection with each prospective contractor. This allows both the contractor and the representative to observe specific areas of concern in the existing landscape. The association representative should document items noted during this inspection.

### 2. Develop a checklist

Before considering a landscape maintenance company's bid, conduct a credit check, obtain a rating from the Better Business Bureau, and contact local landscape supply stores to evaluate the company's payment history. Prepare a checklist for each bidding contractor to determine the most

acceptable quote. Base the final decision on the results of the checklist.

### 3. Interview

It is important to conduct a due diligence assessment interview with the owner or designed representative of a company prior to hiring them to determine their history, quality, and the diversity of services they provide (for example, how long they have been in business, what services they provide, the size of the company, number of employees, how many contracts they currently have, and the ratio of supervisors to crew members and what other properties they currently maintain).

It is also important to determine if the company has adopted Green Industry Best Management Practices (GI-BMP) and if the employees are certified to implement those practices. Companies that interact with University Extension and participate in green industry events are indicative of more progressive and modern industry practices.

### 4. Check references

References should be asked to rate the overall performance of the landscape contractor, specific areas of performance (bed maintenance, turf management, and woody plant pruning), and adherence to schedules. Other questions to ask include the length of time the contract has been active, historical data related to any price increases, and response time if there were complaints.

### 5. Verify that the business is licensed and insured

Verify the contractor has general liability insurance, broad form contractual liability insurance, automobile liability insurance, and workers' compensation insurance to meet all state and local license and insurance requirements for the contract work.

Florida law requires licenses for specific services, such as applying fertilizers or pesticides. Check with the company to be sure that the pesticide or fertilizer applicators will be properly licensed. Below is a list of licenses to be aware of while choosing a lawn service:

- Fertilization: Limited Urban Commercial Fertilizer Applicator Certification
- Pesticide application in **shrub** or **flower** beds: Commercial Landscape Maintenance Applicator Certification
- Weed and Pest control in **turf** and **shrubs**: Pest Control Operator Certification

- **Tree pruning or removal:** International Society of Arboriculture Certified Arborist (not required by law, but provides assurance that the job will be done correctly and safely)

#### 6. Ask if the company belongs to any professional association

Associations, such as the Florida Nursery, Growers and Landscape Association (FNGLA), the Landscape Maintenance Association (LMA), the Florida Irrigation Society (FIS), or the International Society for Arboriculture (ISA), have records indicating membership and their certifications.

Companies with professional certifications typically have a higher technical skill level and remain current on laws, regulations, environmental concerns, and technical advancements. Other trade associations, such as the Florida Turfgrass Association (FTGA), the Florida Pest Management Association (FPMA), or the Tree Care Industry Association (TCIA), are also good resources for leads on qualified companies.

#### 7. Have a legal review

Before accepting a contract, the association's attorney should review its legal structure and wording, because requirements such as cancellation and termination laws, contract term, severability, and other matters differ from state to state.

## Contractor Direction, Reporting, and Evaluation

Effective and active communication between the community, residents, and landscape maintenance professionals is critical for effective integrated pest management and plant health care. The community association shall state in the contract that one person will be designated to maintain active communication with the landscape contractor. This establishes a communication link, as problems arise during the contract term.

The contract language should describe a structure and timeframe for providing regular reports to the community association. The content of the contractor's written report should include an update of maintenance activities accomplished since the last report; planned activities for the immediate future; a description of deviations from the specifications and schedules; unusual circumstances or problems encountered; and recommendations for

improvements in the specifications, schedules, or maintenance of the landscape.

Language in the contract that addresses termination for failure of the landscape contractor due to unsatisfactory performance should be written or at least reviewed by the community association's attorney. The contract shall also state the amount of time allowed for the contractor to remedy serious performance deficiencies.

## Model Florida-Friendly Landscaping™ Management Contract Specifications (Model Language)

The following section is from the Model Florida-Friendly Landscaping™ Management Contract ([https://fll.ifas.ufl.edu/materials/Florida\\_Friendly\\_Landscaping\\_Maintenance\\_Contract\\_2018.pdf](https://fll.ifas.ufl.edu/materials/Florida_Friendly_Landscaping_Maintenance_Contract_2018.pdf)), Appendix B—Regularly Scheduled Work.

This contract is intended to be a model landscape-maintenance contract for use by homeowners' associations and landscape contractors who intend to employ Florida-Friendly Landscaping™ Best Management Practices.

**This model contract does not convey legal advice, does not purport to include all of the provisions that may be required to create a binding agreement to the satisfaction of the parties in any given circumstance, and does not create an attorney-client relationship between the user and the University of Florida.** This model contract is based upon the laws of Florida and the United States at the time it was posted. These laws may change from time to time. In addition, local government law may apply. Users of this model contract should seek advice from an attorney before using this contract.

This model contract can be modified by anyone who uses it to reflect site-specific conditions and negotiated terms. Many environmental and societal factors can affect the survival of landscape plants installed at any given time and place. **Implementation of BMPs described in this contract do not create any site-specific assurance that landscape plants will perform to the satisfaction of the parties.** Before installing a Florida-Friendly landscape, the parties may wish to consult with a professional.



## Regularly Scheduled Work

### Mowing, Edging, and Trimming

- A. Contractor shall maintain lawns based on the maintenance requirements of the specific turfgrass species.
- B. Contractor shall mow in a manner consistent with landscape maintenance industry standards that ensures smooth surface appearance without scalping or leaving any uncut grass.
- C. Contractor shall not cut more than one-third ( $\frac{1}{3}$ ) of the leaf blade length per mowing event. Measure mower heights with mowers on a flat, paved surface. Mower blades must be kept sharp to provide a high-quality cut and reduce negative effects on turfgrass health. Contractor shall mow in a different direction each time the grass is cut.
- D. Contractor shall complete all edging at the time of mowing.
- E. Contractor shall maintain grass at the recommended height (Appendix D).
- F. Contractor shall report any detection of turfgrass heat stress, pests, or irrigation malfunctions.
- G. Contractor shall leave no readily visible clumps of clippings on the grass surface after mowing. Contractor shall disperse large clumps of clippings into the turf.
- H. Prior to mowing on individual properties, Contractor shall pick up and dispose of paper and other debris from the grass and around storm drains.
- I. Using string trimmers or blade edgers, as appropriate, Contractor shall edge tree rings, plant beds, buildings, sidewalks, fences, driveways, parking areas, and other hard surfaces bordered by grass. Contractor shall use string trimmers to trim turfgrass adjacent to any water bodies and around in-ground irrigation control boxes to maintain visibility and access. Contractor shall avoid damaging plants with string trimmers.
- J. Contractor shall remove grass clippings and debris on the same day that mowing and trimming is done. Contractor shall remove all grass clippings and debris from sidewalks, streets, drives, gutters, and curbs or surfaces, including those near a stormwater inlet or catch basin. The Contractor shall not allow grass clippings or debris to enter into any inlet, catch basin, or body of water.

Contractor shall deposit grass clippings into the planted landscape.

- K. During extended rainy or dry periods, Contractor shall mow as conditions dictate. If weather conditions prevent mowing or edging on the scheduled day, then Contractor shall perform the mowing and edging the following day. If the wet or dry weather persists, Contractor shall coordinate with Owner to set up an alternate schedule. Contractor shall not mow wet or severely drought-stressed turf.

### Mulching

- A. Contractor shall maintain mulch at a depth of at least two inches after settling. When additional mulch is necessary, Contractor should present a separate bid for approval.
- B. The use of mulches made from sustainable materials, such as recycled hardwood mulch, Melaleuca trees, Eucalyptus, pine needles, and pine bark, is recommended. Contractor shall not use Grade B cypress mulches made from whole-tree wood.
- C. Contractor shall apply mulch to bedded areas and around trees and palms. Contractor shall leave a 2-inch space between the trunks of plants and the mulch. Contractors shall mulch within at least a 12- to 18-inch radius from the trunk for any size of tree.
- D. Contractor shall apply new mulch in a level profile consistent with pre-existing grades so that the final uniform mulch depth comprised of both existing and new layers will be a minimum of 2 inches, but will not exceed 3 inches. Contractor shall not apply new mulch material against trunks or plant stems but will taper down to the soil at those locations. In all locations where the existing mulch bed is in contact with a paved surface (i.e., sidewalks, roadway edges, or curbing and driveways), Contractor shall lightly trench the mulch-hard surface bed line to better contain the existing and applied mulch.
- E. Contractor shall rake or sweep mulch off paved areas and turfgrass into beds as the mulch application progresses. Contractor shall rake smooth any mounded areas so that depth does not exceed 3 inches.
- F. If mulch is installed improperly, Contractor shall correct any problems at no additional charge to Owner.

## Pruning

- A. When pruning, Contractor shall use current techniques and standards approved by UF/IFAS and the International Society of Arboriculture. Contractor shall prune selectively to improve structure and health and to enhance fruiting, flowering, or appearance.
- B. When performing corrective pruning, Contractor shall maintain the structural integrity, natural shape, and characteristics of the species.
- C. Contractor shall disinfect pruning tools prior to and after each property and plant to prevent disease transmission.

## SHRUBS

- a. Contractor shall lightly prune shrubs based on the need of each species. Certain flowering shrubs have specific times when they should or should not be pruned. Generally, Contractor shall prune shrubs with hand pruners as needed to provide shape, fullness, and flowering. Contractor shall not prune spring-flowering shrubs until after the bloom period.
- b. Contractor shall maintain shrubs to avoid contact with structures and provide clearance of 12-18 inches.
- c. Contractor may prune formal hedges with power shears. Contractor shall ensure that the top of the hedge is maintained at a width narrower than the bottom to allow sunlight to reach lower foliage.
- d. Contractor shall remove dead or broken branches when noted. Selective removal of small sections of branches as a form of insect pest control is also acceptable, providing the natural shape of the shrub is maintained. Contractor shall not prune during or immediately after growth flushes.

## TREES

- a. Contractor shall insure that the central leader (trunk) of all trees is maintained (no topping/heading, hat-racking, or shearing). Contractor shall remove interfering or crossed limbs. Contractor shall remove all branches using "collar cuts." Contractor shall follow UF/IFAS pruning recommendations, which are set forth at the following website: <http://gardeningsolutions.ifas.ufl.edu/care/pruning/pruning-and-maintaining-trees.html>.

- b. Contractor shall remove sucker growth at the base of trees with pruners and shall not use herbicides for that purpose.
- c. Contractor shall preform aesthetic pruning by removing dead and broken branches as often as necessary so that trees appear neat and remain safe at all times.
- d. Contractor shall maintain branches and limbs a minimum of two feet away from all buildings, especially roofs. Contractor shall maintain trees near sidewalks and parking lots to provide clearance for pedestrians and vehicles. Contractor shall follow FDOT recommendations set forth at the following website: [http://www.fdot.gov/maintenance/RDW/Guide\\_LandscapeandTreeMaintenance.pdf](http://www.fdot.gov/maintenance/RDW/Guide_LandscapeandTreeMaintenance.pdf)
- e. Contractor shall monitor trees that are staked. Contractor shall loosen or remove support, when appropriate, to prevent girdling of the trunk.
- f. Contractor shall inform Owner or Association of trees that are diseased or dying that should be considered for removal.

## PALMS

- a. Contractor shall prune palms as per current UF/IFAS recommendations (<http://edis.ifas.ufl.edu/ep443>).
- b. Contractor shall not remove green leaves and shall prune only dead or browning leaves. Contractor shall remove all palm flower and fruit clusters by handsaw without damaging live tissue to prevent seedlings.
- c. Contractor shall make reasonable efforts to avoid removing leaves that are growing horizontally or upward (i.e., retain all leaves within a "9-3" frame). Contractor shall cut leaves close to the petiole base but shall not damage living trunk tissue.
- d. Contractor shall assess discoloration of lower palm leaves for nutritional deficiencies.
- e. Contractor shall not throw palm leaves or any other pruned material into any lake or other water body.

## GROUNDCOVERS

- a. Groundcovers require minimal pruning. Contractor shall confine and maintain groundcovers within plant beds. Contractor shall not allow groundcover to grow over paved areas.

- b. After all pruning operations, Contractor shall make all reasonable efforts to remove all cuttings and debris relative to ground-cover type and ensure an aesthetically clean appearance.

## Fertilization

- A. Contractor shall follow current UF/IFAS guidelines for turfgrass fertilization. Contractor shall ensure that all of Contractor's employees who specify, handle, or apply fertilizer have a valid Florida Department of Agriculture and Consumer Services Limited Urban Commercial Fertilizer Applicator Certification (FDACS LUFAC). Contractor shall ensure that fertilization scheduling does not exceed the fertilizer label rate prescribed and complies with state and local ordinances. It is important to note that local fertilizer regulations may prohibit the use of nitrogen fertilizers during the summer months. Be aware of local ordinances to avoid fines or citations (<https://fsl.ifas.ufl.edu/fertilizer>).
- B. Contractor shall notify Owner of any plant or turfgrass nutrient deficiency symptoms and what measures are recommended for correction.
- C. Contractor shall treat deficiencies of specific nutrients with applications of the lacking nutrient in accordance with UF/IFAS recommendations until deficiencies are corrected. The fertilizer application rate and number of applications depends on the type of plant material. Contractor shall apply the minimal amount of fertilizer needed.
- D. Contractor shall adjust fertilizer rates according to health, maturity, and desired growth patterns.
- E. During the establishment phase for shrubs, trees, and ground covers, Contractor shall fertilize landscape plants with a slow-release fertilizer as per UF/IFAS recommendations.

## APPLICATION

- a. Contractor shall use deflector shields on all application equipment to minimize inadvertent applications of fertilizer to non-plant areas. Contractor shall blow, sweep, or wash back into the landscape, any fertilizer deposited on paved or impervious surfaces.
- b. Contractor shall use and enforce the "Ring of Responsibility" (discussed in Appendix A) around or along the shoreline of canals, lakes, ponds, or waterways to reduce

risk of fertilizers and other lawn chemicals coming into direct contact with surface waters.

- c. Contractor shall apply fertilizer only when plants are actively growing.
- d. Contractor shall clean up spilled fertilizer materials immediately as per UF/IFAS recommendations. Contractor may apply collected material as a fertilizer.
- e. Contractor shall store nitrate-based fertilizers separately from solvents, fuels, and pesticides, because nitrate fertilizers are oxidants and can accelerate a fire. Owner shall work with Contractor to secure fertilizers and other chemicals stored at the Worksite.
- f. After fertilizing (unless water restrictions are in place or a rain event is predicted), Contractor shall irrigate with at least a ¼ inch of water following fertilization to avoid the loss of nitrogen and increase uptake efficiency. If water restrictions apply, Contractor may irrigate as permitted but no more than ½ inch following fertilization.

## TURF FERTILIZATION

- a. Contractor shall use only fertilizers for urban turf that are formulated and have application instructions in accordance with requirements and directions provided by Rule 5E-1.003, Florida Administrative Code, Labeling Requirements for Urban Turf Fertilizers.
- b. Contractor shall not exceed the annual nitrogen recommendations in the Fertilizer Guidelines for Established Turfgrass Lawns in the climatic regions of Florida as provided on the label.
- c. Contractor shall obtain a soil analysis before planting. Soil samples shall be analyzed for pH, lime requirement, and available plant nutrients (P, K, Ca, and Mg). A soil pH test will indicate whether pH adjustment is necessary. For more information on soil sampling and testing, go to (<http://soilslab.ifas.ufl.edu/ESTL%20Home.asp>).
- d. Contractor shall adjust fertilizer rates to achieve healthy, mature, desirable growth.
- e. Contractor shall follow UF/IFAS evidence-based recommendations for turfgrass fertilization practices based on turfgrass species, soil properties, time of year, and other factors (<https://edis.ifas.ufl.edu/pdf/LH/LH01400.pdf>, [http://edis.ifas.ufl.edu/topic\\_lawn\\_fertilization](http://edis.ifas.ufl.edu/topic_lawn_fertilization)).



## PLANT BEDS, TREES, SHRUBS, PALMS, FLOWERS, GROUND COVERS

- a. If landscape plants exhibit nutrient deficiency symptoms, they may not be suited to the planting site due to soil pH, drainage, salinity, limited soil volume, water quality, or mineral content of the soil. Contractor shall discuss with Owner replacing such plants with others better-adapted to the site's conditions. Contractor shall follow current UF/IFAS fertilization recommendations for landscape plants.
- b. Contractor shall broadcast fertilizer uniformly over the desired areas of the landscape. Contractor shall consider root location, fertilization objectives, and plant species when applying fertilizer. In areas where tree or shrub fertilization zones overlap with lawn fertilization zones, Contractor shall fertilize one or the other of the plant types, but not both.
- c. Contractor shall start with the lowest recommended rate and slowly increase the amount up to the maximum recommendation as evidenced by the plant's response.

## PALM FERTILIZATION

- a. Palms have different nutritional requirements from other landscape plants. They suffer quickly and conspicuously from inadequate mineral nutrition, whether due to insufficient or incorrect fertilization. Contractor shall follow current UF/IFAS fertilization recommendations for palms and palm deficiencies, see [http://edis.ifas.ufl.edu/topic\\_palm\\_nutrition](http://edis.ifas.ufl.edu/topic_palm_nutrition).
- b. Contractor shall fertilize palms with a granular slow-release fertilizer three to four times per year. An acceptable formulation is 8-0-12-4 (N, P, K, Mg plus micro-elements). Mature palms require five pounds of 8-0-12-4 fertilizer per application. For palms under ten feet tall, two pounds of 8-0-12-4 per application will be adequate.

## Management of Pests in the Landscape

- A. Contractor shall use pesticide applications in accordance with the rules and regulations governing use of pesticides in Florida. Contractor shall follow all provisions of Florida Statute 482. Contractor shall use Integrated Pest Management (I.P.M.) principles and methods (<http://edis.ifas.ufl.edu/in109>). Contractor shall intervene with chemical pest control only when the pest is causing or is expected to cause more damage than can be reasonably and economically tolerated. Contractor shall implement a control strategy that reduces the pest numbers to an

acceptable level while minimizing risks to non-targeted organisms.

- B. The Contractor shall post appropriate application signs following each treatment in line with Florida Department of Agriculture and Consumer Service regulations. Per Florida statutes, Contractor shall arrange for pesticide-sensitive persons living in the Community to be notified before treatment.
- C. Contractor shall keep records of pest problems identified, location, and control treatment applied. Contractor shall record (in the records) whether the control measures reduced or prevented pest damage, were economical, and minimized risks. Contractor shall provide a copy of the records to Owner. Contractor shall refer to past corrective actions when making similar decisions in the future. Contractor shall dispose of used containers in compliance with label directions to prevent water contamination.
- D. Contractor shall follow current UF/IFAS pest management recommendations for implementing an IPM program as per IFAS Publication ENY-298, *Landscape Integrated Pest Management*, at <http://edis.ifas.ufl.edu/in109>. Contractor shall also utilize available pest-specific information available through UF/IFAS Extension.

## WEED MANAGEMENT

- a. Contractor shall use IPM methods to reduce weeds in turf area. This includes accurate weed identification, monitoring for weed emergence, and implementing timely control measures (<http://edis.ifas.ufl.edu/ep141>).
- b. Primary weed control depends on proper cultural practices, chiefly mowing turfgrass at the UF/IFAS recommended height and maintaining adequate mulch in plant beds. Weed control in landscape beds can be difficult due to the variety of plant material that may be vulnerable to herbicides. Thus, preventive weed control is important and typically the most effective weed control approach. Weed infestations will probably have to be removed by hand, as there are a limited number of herbicides available that can be safely applied over the top of and around most landscape plants; see (<http://edis.ifas.ufl.edu/ep523>).
- c. If significant and continuing competition between weeds and desired landscape plants occur, Contractor shall notify Owner and request authorization for use of a preemergent herbicide. After Owner authorizes use of the herbicide, Contractor shall apply the herbicide per the label and in accordance with local and state ordinances.

d. If it is not economical or practical to reduce weeds after they have emerged and established in lawns or ornamental plant beds, postemergent herbicides may be required. Contractor shall notify Owner and request authorization for use of a postemergent herbicide; see <http://edis.ifas.ufl.edu/wg059>.

## INSECTS

a. Effective insect pest control is best achieved in landscapes by implementing preventive cultural practices to promote healthy plants, reduce conditions favorable for pests, and conserve natural biological control organisms.

b. Contractor shall use IPM practices to manage insects in the landscape, which include:

- Proper insect identification
- Active monitoring for insect activity and abundance
- Utilizing mechanical and cultural practices first, when available
- Preserving natural, biological control organisms
- Spot-treating pest-infested areas when possible, rather than making calendar-based cover spray applications to the landscape
- c. When possible, Contractor shall use selective, reduced-risk insecticides rather than broad-spectrum, non-selective products. This helps conserve natural predators and parasitoids in the landscape that are attacking plant pests.

d. Contractor shall treat fire-ant mounds individually as they occur with bait formulas.

- Surround each mound with fresh bait without disturbing the mound itself.
- Contractor may use broadcast baiting and broadcast treatment in recreation and common areas only as needed.

e. Insects, including southern chinch bug, fall armyworm, tropical sod webworm, hunting billbug, and mole crickets, can be monitored using UF/IFAS-recommended soapy water flushes and scouting for symptoms of plant damage. See <http://edis.ifas.ufl.edu/ig001> for turfgrass pest-specific recommendations.

f. When available, contractor shall treat sap-feeding pests like southern chinch bug, mealybugs, and scale insects using systemic or translaminar products that get into plant material to be ingested by the pest insect.

g. Contractor shall utilize current UF/IFAS management recommendations for specific landscape insect pests.

## PLANT DISEASES

- a. Plant diseases occur when excessive moisture is present for extended periods. Correct cultural practices are the key to control of plant diseases, especially with respect to proper irrigation.
- b. Contractor shall notify Owner of any fungal disease outbreaks that occur and shall reduce the frequency of irrigation if they do occur. If disease is significant and persistent, Contractor may apply an appropriate fungicide if Owner approves.
- c. Tree and palm diseases that are serious include Ganoderma Butt Rot (<http://edis.ifas.ufl.edu/pp100>) and Fusarium (<http://edis.ifas.ufl.edu/pp278>). Contractor shall seek and follow advice from the UF/IFAS Extension Service if those problems are discovered.

## Irrigation System Management

- A. Contractor shall adjust irrigation frequency and timing to comply with all state and local regulatory requirements. Contractor shall calibrate the irrigation system so that all areas receive adequate coverage. Contractor shall use only certified irrigation technicians for irrigation work.
- B. In accordance with section 373.62(2), Florida Statutes, if Contractor installs or performs work on an automatic landscape irrigation system, Contractor shall test for the correct operation of each inhibiting or interrupting device or switch on the system. If such devices are not installed or are not functioning properly, Contractor shall install new devices or repair the existing ones and ensure that each is operating properly before completing other work on the system.
- C. Contractor shall ensure that no more than  $\frac{1}{2}$  to  $\frac{3}{4}$  inch of water is applied during a single irrigation event. The exact amount of irrigation needed for each event depends on a plant's needs for growth, fruiting, and dormancy for that time of year, and soil characteristics, which can be determined based on UF/IFAS recommendations (<http://gardeningsolutions.ifas.ufl.edu/care/irrigation/>).
- D. Contractor shall provide a recommended seasonal operating schedule for each irrigation zone for both

establishment and maintenance conditions, based on seasonal average precipitation rates.

- E. Contractor shall adjust the irrigation schedule seasonally, based on weather conditions.
- F. Micro-irrigation is recommended for tree and shrub beds. Contractor shall separate those ones from lawn areas to allow for irrigation efficiency.
- G. Contractor shall encourage the use of smart irrigation technology when planning for system expansion and upgrades.
- H. Contractor shall ensure that irrigation takes place early in the morning, if possible.
- I. Contractor shall provide detailed irrigation reports consisting of run times and volume being used.
- J. Contractor shall instruct Owner regarding how to turn off the irrigation system in case of emergency.

f. Inspect filtration systems per manufacturer's specifications;

- g. Reset irrigation controllers and timers seasonally to account for plant growth requirements and local climatic conditions;
- h. Check distribution uniformity annually;
- i. Contractor shall, in a timely manner, report to Owner the need for any repairs and work beyond the scope of Contractor's capability;
- j. Contractor shall promptly repair damaged or defective systems after Contractor discovers the damage or defect; and
- k. Use replacement parts that have the same characteristics (e.g., discharge-pressure relationship, jet size, and colors) as the original components.

## **IRRIGATION SYSTEM MAINTENANCE AND REPAIR**

Contractor shall perform the following preventive maintenance tasks and provide monthly invoices with a breakdown of services rendered:

- a. Inspect irrigation systems monthly to identify and correct problems, including checking timers, valves, and rain sensing devices; cleaning filters; cleaning and adjusting sprinkler heads; replacing missing or damaged heads and micro-irrigation emitters; repairing leaking or broken pipes and tubing; adding or relocating heads in water-deficient areas; repairing time clocks; replacing or rebuilding valves; locating and repairing cut wires; and conducting other routine irrigation maintenance;
- b. Report by zone and irrigation controller, all irrigation deficiencies, and recommend water saving solutions;
- c. Test and replace batteries in irrigation controllers at least annually during similar time periods;
- d. Calibrate irrigation system seasonally and, upon any changes made to the irrigation system, apply no more than  $\frac{1}{2}$  to  $\frac{3}{4}$  inch per application;
- e. Flush micro-irrigation distribution systems quarterly;

## Appendix I

Table 1. UF/IFAS-recommended mowing heights. Suggested mowing heights and mower types for Florida home lawns. Frequency of cut will vary based on species and time of year.

Turfgrass Species	Optimal Mowing Height (inches)	Preferred Mower Type	Additional resources
Bahiagrass	3.0–4.0	Rotary	<a href="http://edis.ifas.ufl.edu/lh006">http://edis.ifas.ufl.edu/lh006</a>
Bermudagrass	0.5–1.5	Reel/Rotary	<a href="http://edis.ifas.ufl.edu/lh007">http://edis.ifas.ufl.edu/lh007</a>
Centipedegrass	1.5–2.0	Rotary	<a href="http://edis.ifas.ufl.edu/lh009">http://edis.ifas.ufl.edu/lh009</a>
St. Augustinegrass	2.5–4.0*	Rotary	<a href="http://edis.ifas.ufl.edu/lh010">http://edis.ifas.ufl.edu/lh010</a>
Zoysiagrass (Coarse types)	2.0–2.5	Rotary	<a href="http://edis.ifas.ufl.edu/lh011">http://edis.ifas.ufl.edu/lh011</a>
*Dwarf and semi-dwarf cultivars of St. Augustinegrass (Captiva, Delmar, Seville) are the only cultivars of this species that should be mowed at 2.5". Other cultivars should be mowed at 3.5–4".			

## Appendix II

### Sample Monthly Irrigation Work Report

Month \_\_\_\_\_

#### Preventive Maintenance Tasks Accomplished (please check)

- \_\_\_\_\_ Set controllers (seasonal requirement)
- \_\_\_\_\_ Inspect irrigation systems (valves, timers, filters, emitters, etc.)
- \_\_\_\_\_ Inspect and test rain shutoff devices (annual requirement)
- \_\_\_\_\_ Flush micro-irrigation systems (quarterly requirement)
- \_\_\_\_\_ Turn irrigation controllers to off position (rainy season)
- \_\_\_\_\_ Recalibrate six randomly selected property systems (annual requirement)

#### Repair Work Accomplished (please list)

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Labor Hours and Charge \_\_\_\_\_

Materials Required

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Materials Cost \_\_\_\_\_

Other Comments

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TOTAL COST FOR MONTH \_\_\_\_\_

## Helpful Resources

*Florida Green Industry Best Management Practices for Protection of Water Resources in Florida*, 2002. [http://ffl.ifas.ufl.edu/pdf/GIBMP\\_Manual\\_Web\\_English\\_2015.pdf](http://ffl.ifas.ufl.edu/pdf/GIBMP_Manual_Web_English_2015.pdf)

*The Florida Lawn Handbook: Best Management Practices for Your Home Lawn in Florida*, Laurie E. Trenholm and J. Bryan Unruh, University Press of Florida, 2005.

*The Florida-Friendly Landscaping™ Guide to Plant Selection & Landscape Design*. [http://ffl.ifas.ufl.edu/pdf/FYN\\_Plant\\_Selection\\_Guide\\_2015.pdf](http://ffl.ifas.ufl.edu/pdf/FYN_Plant_Selection_Guide_2015.pdf)

*A Guide to Florida-Friendly Landscaping: Florida Yards & Neighborhoods Handbook*, 2006. [http://ffl.ifas.ufl.edu/materials/FYN\\_Handbook\\_2015\\_web.pdf](http://ffl.ifas.ufl.edu/materials/FYN_Handbook_2015_web.pdf)

UF/IFAS Extension Publications: <http://edis.ifas.ufl.edu/>

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Section 1 - Bld 0981, 0717, 1291, 0069, 0089, 0063, 0107  
Blue shaded areas are part of this contract.

ITN22KO-107 ATTACHMENT B

ITN22KO-107

Legend



W 82°21'51.84"

N29°38'19.68"

W 82°21'25.92"







Section 1 - Bld 0078, 0057, 0106  
Blue shaded areas are part of this contract.

Legend

Google Earth  
© 2021 Google

200 ft



Section 2 - Bld 0970  
Blue shaded areas are part of this contract.







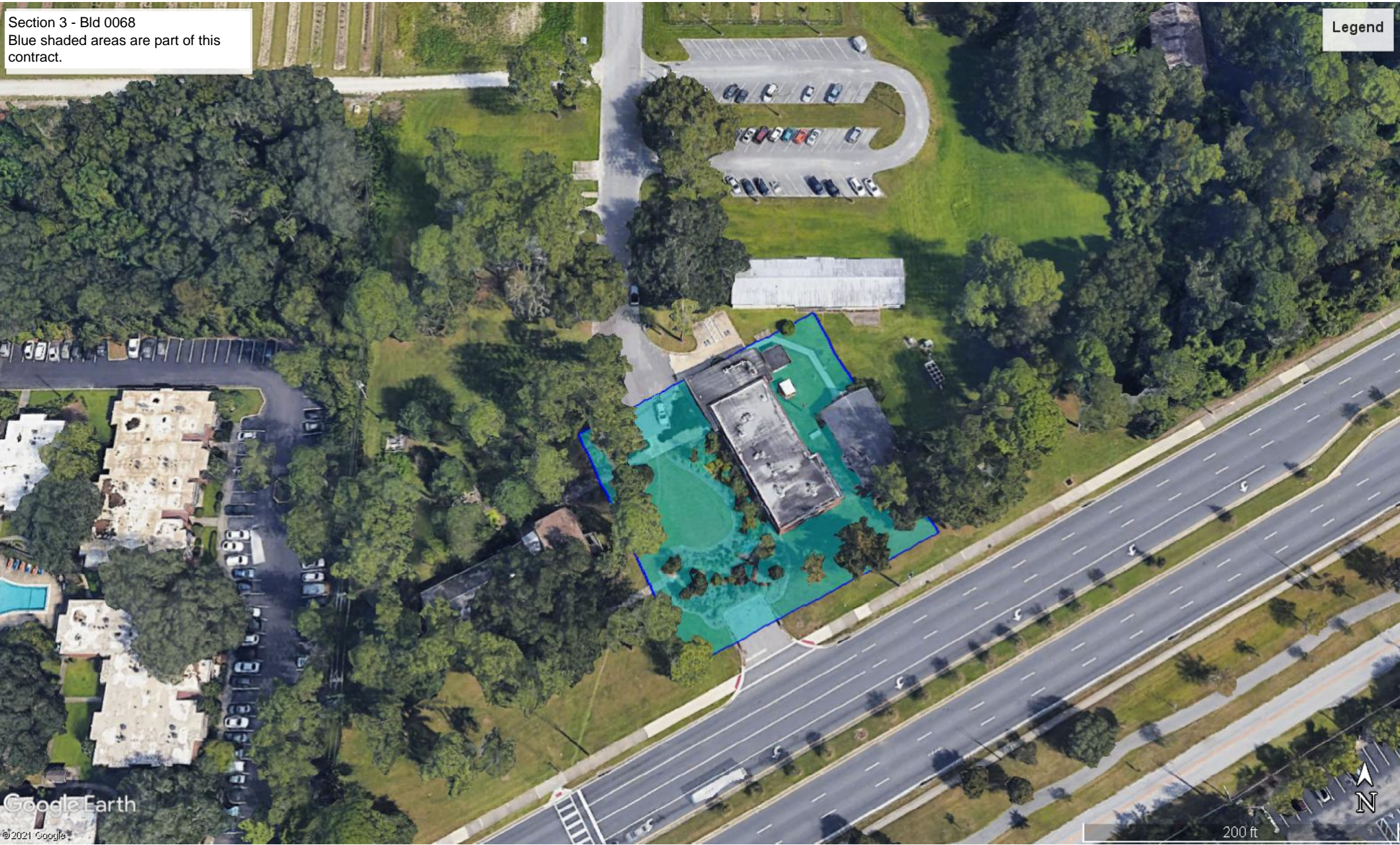
Section 2 - Bld 1278  
Blue shaded areas are part of  
this contract.

Legend



200 ft





Section 3 - Bld 0068  
Blue shaded areas are part of this contract.

Legend



Section 4 - Bld 0848, 0459, 0499  
Blue shaded areas are part of this contract.

Legend

ITN22KO-107

N29°37'53.76"

W-82°21"



Section 4 - Bld 0459 / 0499 parking lot islands.  
Blue shaded areas are part of this contract.

Legend



Google Earth

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300 ft



Section 5 - Bld 0891  
Blue shaded areas are part of this contract.

Legend



**ITN22KO-107 ATTACHMENT C****PRICE PAGE – TAB 5****LOT 1 – LANDSCAPING SERVICES AND BED MANAGEMENT, IFAS  
(See Page 5-6 for full description.)**

- A. Weeding of Landscape Beds: \$\_\_\_\_\_ monthly
- B. Weeds and other Noxious Plant Control: \$\_\_\_\_\_ monthly
- C. Mulching: \$\_\_\_\_\_ annually
- D. Mulching: \$\_\_\_\_\_ bi-annually
- Remove existing  
mulch / reinstall  
new mulch: \$\_\_\_\_\_ per cubic yard
- E. Fertilization of Landscape Beds: \$\_\_\_\_\_ monthly
- F. Shrub and Groundcover Fertilization: \$\_\_\_\_\_ monthly
- G. Shrub Pruning: \$\_\_\_\_\_ monthly
- H. Debris Removal: \$\_\_\_\_\_ monthly

**ITN22KO-107 ATTACHMENT C****PRICE PAGE – TAB 5****LOT 2 – IRRIGATION MANAGEMENT, IFAS  
(See Page 6 for full description.)**

A. Irrigation Management: \$\_\_\_\_\_ monthly

**ITN22KO-107 ATTACHMENT C****PRICE PAGE – TAB 5****LOT 3 – TANGLEWOOD VILLAGE APARTMENTS, FACILITIES SERVICES**  
**(See pages 6-8 for full description.)**

- A. Turf Management Mowing: \$\_\_\_\_\_ monthly
- B. Other Responsibilities: \$\_\_\_\_\_ monthly
- C. Edging: \$\_\_\_\_\_ monthly
- D. Weeds and Other Noxious Plant Control: \$\_\_\_\_\_ monthly
- E. Trimming: \$\_\_\_\_\_ monthly
- F. Shrub Pruning: \$\_\_\_\_\_ monthly
- G. Turf Fertilization: \$\_\_\_\_\_ monthly
- H. Shrub and Groundcover Fertilization: \$\_\_\_\_\_ annually
- I. Mulching: \$\_\_\_\_\_ bi-annually
- J. Swale Areas, Around Retention Ponds: \$\_\_\_\_\_ monthly



**ITN22KO-107 ATTACHMENT C****PRICE PAGE – TAB 5****LOT 4 – LANDSCAPING SERVICES, AS NEEDED BASIS, VARIOUS DEPARTMENTS**

- A. Attach a price list (rates: hourly, per employee, per job, etc.) for standard landscaping services, irrigation services, tree trimming, and/or any other related services your firm may offer.