



**SOLICITATION / OFFER and AWARD**  
-an equal opportunity college-

Issue Date:

Wednesday, September 6, 2017

Page 1 of 35 Pages

|  |  |  |
|--|--|--|
| 1. Bid Number:<br><b>17-9</b>  | 2. Type of Solicitation:<br><b>Invitation to Bid (ITB)</b> | 3. Description:<br><b>New Levy Campus Landscaping Maintenance</b>  |
| 5. ISSUING OFFICE:<br>Department<br>College of Central Florida - Purchasing<br>Stewart E. Trautman, Jr. Director of Purchasing<br>3001 S.W. College Road<br>Founders Hall - Room 109A<br>Ocala FL 34478-1388 |  | 6. CONTACT INFORMATION:<br>To Receive Documents: Pamela Halsey, Staff Asst. IV<br>Phone: (352) 854-2322 Ext. 1527<br>For Solicitation Inquiries: Stewart E. Trautman, Jr.<br>Director of Purchasing<br>Phone: (352) 854-2322 Ext. 1227 or<br>Email: traumas@cf.edu |

**PART I SOLICITATION** (Solicitation means an invitation to bid, a request for proposal, or a request to negotiation)

7. Sealed original offers for furnishing the goods and /or services prescribed herein will be accepted at the location specified in block 5, if hand carried, delivered or via mail, will be received **until 2:00 PM local time** (hour) on **Tuesday, September 26, 2017**.  
**CAUTION: Late submissions will not be accepted. All offers are subject to the terms and conditions contained in this solicitation.**

8. **TABLE OF CONTENTS**

| IN | SOLICITATION/OFFER                                 | PAGE NO | IN | SOLICITATION OFFER/CONTINUED               | PAGE NO |
|----|--|---------|----|--|---------|
| X  | Section A Solicitation, Offer & Award-Instructions | 1       | X  | Section F Solicitation Submittals          | 23      |
| X  | General Conditions, Instructions, Information      | 2 - 15  | X  | Section G Special Provisions/Terms         | 24      |
| X  | Section B Bid /Offer Response Form                 | 16      | X  | Section H Representations & Certifications | 25 - 34 |
| X  | Section C Tentative Solicitation Schedule          | 17      | X  | Section I Insurance Requirements           | 35      |
| X  | Section D General Information                      | 18 - 19 | X  |  |         |
| X  | Section E Scope of Work                            | 20 - 22 |    |  |         |

**PART II OFFER** (To be fully completed by the Proposer/Offeror)

9. In strict compliance with the above and contents prescribed herein, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (180 calendar days unless a different period is inserted by the (proposer/offeror) from the date of receipt of proposal/offer specified above, to furnish any and/or all items specified and offered at the price indicated on the proposal/offer response form, within the specified delivery schedule.

|  |  |      |             |                                       |             |             |
|--|--|------|-------------|---------------------------------------|-------------|-------------|
| 10. ACKNOWLEDGEMENT OF ADDENDUMS (The Proposer/Offeror acknowledges receipt of addendums to the solicitation and related documents)  | ADDENDUM NO  | DATE | ADDENDUM NO | DATE                                  | ADDENDUM NO | DATE        |
|  | 11. NAME AND ADDRESS OF PROPOSER/OFFEROR:  |      |             | 11A. TELEPHONE NO                     |             | 11B. FAX NO |
|  | Name:  |      |             | Area Code                             |             | 7-Digit No  |
|  | Address:   |      |             | Area Code                             |             | 7-Digit No  |
|  | City   |      |             | State                                 | Zip         |             |
| 11C. NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)   |  |      |             |                                       |             |             |
|  |  |      | Name        |                                       | Title       |             |
|  |  |      |             | Signature (Person Authorized to Sign) |             | Date Signed |
| 11D. PROPOSED WARRANTY PERIOD _____(DAYS)<br>After receipt of order(ARO) or Notice to Proceed(NTP)   | 12. REPRESENTATIONS AND CERTIFICATIONS   |      |             |                                       |             |             |
| STATE CERTIFIED VENDOR? Yes <input type="checkbox"/> No <input type="checkbox"/> Certification Number: _____   |  |      |             |                                       |             |             |
| Effective Dates: _____ to _____  |  |      |             |                                       |             |             |
| 11E. PAYMENT TERMS _____ (if other than Net 30)  | CERTIFIED MINORITY BUSINESS ENTERPRISE (CMBE)? Yes <input type="checkbox"/> No <input type="checkbox"/> Florida CMBE Certification No. _____               |      |             |                                       |             |             |
| Effective Dates: _____ to _____  |  |      |             |                                       |             |             |
| 11F. DELIVERY TERMS _____ (if other than FOB Dest)   | Minority Type (Code) _____ Category: (H) African American (I) Hispanic (J) Asian American (K) Native American (M) American Woman (OSD Minority Categories) |      |             |                                       |             |             |
| <i>While the college does not establish specific goals for minority "set-asides", it does strongly encourage participation by minority and non minority qualified firms.</i> |  |      |             |                                       |             |             |

**PART III - REQUIRED SIGNATURES**

|                           |  |            |
|---------------------------|--|------------|
| 12. AWARD RECOMMENDATION: | _____  | DATE _____ |
|                           | DIRECTOR OF PURCHASING (or designee)                       |            |
| 13. AWARD CONCURRENCE:    | _____  | DATE _____ |
|                           | VICE PRESIDENT OF FINANCE AND ADMINISTRATION (or designee) |            |
| 14. AWARD APPROVAL:       | _____  | DATE _____ |
|                           | CF PRESIDENT OR DISTRICT BOARD OF TRUSTEES, CHAIR          |            |

**This form must be completed and returned with your bid submittal**

## **SECTION A - SOLICITATION/OFFER AND AWARD**

### INSTRUCTIONS

*Please read each section carefully and submit a fully executed copy of all required documents as indicated herein.*

PART I            **SOLICITATION**            To be completed by the Issuing Office.

PART II           **OFFER**                            To be completed by the Proposer/Offeror.

1. Block 5            Submit fully executed proposal/offer to the address located in block number 5.
2. Block 9            Complete if offer acceptance period is greater/less than 180 calendar days.
3. Block 10           Individually acknowledge any (all) addendums issued by entering date and addendum number(s) by indicating date received and addendum no.
4. Block 11           Enter Name (Company), Address, City, State and Zip Code and County. Enter Federal Employee Identification Number (F.E.I.N.) or Social Security Number if sole proprietor/owner.
5. Block 11A           Enter business telephone number including area code and seven (7) digit Number.
6. Block 11B           Enter business fax telephone number including area code and seven (7) digit Number.
7. Block 11C           Type or Print name of authorized company representative. Original signature is required.
8. Block 11D           Enter proposed warranty information.
9. Block 11E           Enter proposed payment terms if other than Net 30 days
10. Block 11F           Enter delivery terms if other than FOB Destination CF Ocala, FL
- 11 Block 12           Enter Florida Vendor Registration Number (if applicable) and effective date and ending date. Enter Florida Certified Minority Business Enterprise Certification Number (CMBE) (if applicable) and effective date and ending date. Indicate the applicable minority code that applies to your business.

*While the college does not establish specific goals for minority "set-asides", it does strongly encourage participation by minority and non minority qualified firms.*

PART III           **AWARD**

To be completed by issuing office and approved by the College of Central Florida President or the District Board of Trustees Chair or designated authorized official.

**SECTION A – Solicitation/Offer and Award**  
**General Conditions, Instructions and Information for Offerors**

*These documents constitute the complete set of terms and conditions, specification requirements and bid/offer response forms.*

**1. Definitions**

- a. **College:** Refers to College of Central Florida.
- b. **Board:** Refers to District Board of Trustees College of Central Florida
- c. **ITB:** A competitive sealed invitation to bid which includes specifications/scope of work and or technical drawings and all contractual terms and conditions.
- d. **Bid/Offer:** A bid/offer (monetary amount) in response to an ITB.
- e. **Offeror/Proposer:** Refers to a company or a person who submits a response to the solicitation.
- f. **Contractor:** An Individual or company awarded the contract/agreement or purchase order.
- g. **CMBE:** Certified Minority Business Enterprise as defined by the Governor Bush's One Florida Equity in Contracting Plan and the Office of Supplier Diversity (OSD) Tallahassee Florida
- h. **Contract Manager:** An individual designated by the Director of Purchasing to perform management of all post award actions through interaction with the contractor's representative during the performance of services rendered.
- i. **Contract Administrator:** An individual responsible for the administration of all post award actions of the contract to ensure compliance with all terms and conditions of the solicitation/contract through contract completion/closeout.

- 2, **Contact:** Any questions concerning this Invitation to Bid must be directed to the purchasing office staff or other college officials as indicated herein. Contact with any other college staff member or member of the District Board of Trustees prior to posting of a recommendation of award shall be cause for disqualification with the exception of the pre-bid conference or site visit.

3. **Bid Submittal:** All bid sheets and attachments must be completed and submitted in a sealed envelope or package. The face of the envelope or package shall contain:
- ▶ Bidder's name
  - ▶ Address
  - ▶ Date and time of bid opening
  - ▶ ITB number and title

Bids which do not comply with these requirements may be rejected at the option of the college.

4. **Execution of Bid(s):** All bids must contain a manual signature, in ink of an authorized representative, who has the legal ability to bind the bidder in contractual obligations in the space provided on the bid response form. Failure to properly sight the bid shall invalidate same, and it shall not be considered for award. Bids must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by the bidder to any part of the ITB document must be initialed in ink. The original ITB terms and conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and forwarded to the Director of Purchasing.

5. **Delays:** The college, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the college to do so. The college will notify bidders of all changes in scheduled due dates by written addendum.

6. **No Bid or Bid Withdrawal:** If not submitting a bid response, return only the Statement of No Bid, and give the reason in the space provided. Failure to submit either a bid or a Statement of No Bid may be cause for removal of bidder from the mailing list.

Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The following must be included in the contract files for each late bid, modification, or withdrawal:

- (1) The date and hour of receipt.
  - (2) A statement, with supporting rationale, regarding whether the bid was considered for award.
  - (3) The envelope, wrapper, or other evidence of the date of receipt.
7. **Bid Opening:** Shall be open to the public and will be held on the date and time specified on page 1, Part 1, Block 7, Solicitation, Offer and Award. Sealed bids must be submitted either by mail or personal delivery so that they are in receipt of the college's purchasing department, Founders Hall, Building 1, Room 109A at 3001 SW College Road, Ocala Florida, 34474, on or before the time specified. Bids will be clocked in and stamped with the date and time of receipt by an employee of the purchasing department. Only those bids stamped on or before the bid submission deadline will be opened, reviewed and considered. Oral, telephonic, telegraphic, or faxed bids will not be accepted. Persons with disabilities needing assistance to participate in the public bid opening should call the purchasing agent at least 48 hours in advance of the bid opening.
8. **Late Bids:** The bid opening time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The college will not be responsible for late deliveries or delayed mail. The time clock located in the purchasing department shall serve as the official authority to determine lateness of any bid.
9. **Identical or Tie Bids:** In the event two (2) or more bidders submit the identical amount as their bid offer, the following criteria, in order of importance, from the highest priority to lowest priority: (1) response is from a Florida domicile entity, (2) if one response is from a certified minority business enterprise, and (3) when a response is deemed by the college to be in its best interest considering factors such as; prior performance, or (4) or by coin toss or drawing of numbers by an authorized purchasing official or designee.
10. **Mistakes: Unit Price Governs:** In the event of extension error(s), the unit price will prevail and the bidder's extension and total offer will be corrected accordingly. In the event of addition error(s), the unit price and extension thereof will prevail and the bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. The bidder should initial corrections in ink.
- Exception:** If the unit price is so under/overstated that it is an obvious error, the extended line item price may be divided by the estimated quantity, or decimal corrected, to establish the intended unit price (a price that should be consistent with the other unit price bids). Verification of the error must be made in writing by the bidder. Price realism shall prevail over the "unit price governs" rule.
11. **Invoicing and Payment:** If applicable payment for any and all invoices that may arise as a result of a purchase order issued pursuant to this ITB shall minimally meet the following conditions to be considered as a valid payment request:
- a. A timely submission of a correct invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the solicitation or purchase order, shall be submitted to Accounts Payable, Founders Hall, Room 112A, 3001, S.W. College Road, Ocala, FL 34474. Bidders shall reference purchase order number.
  - b. All invoices submitted shall consist of one (1) original and one (1) copy; clearly reference the subject purchase order number; provide a sufficient clear description to identify goods or services for which payment is requested; and include date(s) of services.
  - c. The invoice shall contain the bidder's Federal Employer Identification Number (F.E.I.N.).
  - d. The college's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be shown on the Bid Offer Response Form.
12. **Taxes:** The college does not pay state sales tax. Do not include it on invoices. The applicable tax exemption number is:  
1.FL SALES TAX: 85-8012739697C-7  
(4/30/15-4/30/20)
13. **Discounts:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.
14. **Terms and Conditions:** Should any bidder have any concerns regarding the terms and conditions, said bidder must voice their concerns either during the pre-bid conference or via written request for clarification/request for information. Said terms of the contract are not negotiable after the bid due date.

15. **Additional Terms and Conditions:** Unless expressly accepted by the college the following conditions shall apply: Exceptions to the terms and conditions will not be accepted. No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this ITB if submitted either purposely through intent or design, inadvertently appearing separately in transmittal letters. It is understood and agreed that the general and/or any special terms and conditions in these ITB documents are the only conditions applicable to this ITB, and the bidder's authorized signature on the bid response form attests to this.
16. **Interpretations:** All bidders shall carefully examine the ITB documents. Bidders are expected to examine the terms and conditions, specifications, scope of work, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. Any ambiguities or inconsistencies shall be brought to the attention of the purchasing director in writing prior to the opening of bids; failure to do so, on the part of the bidder, will constitute an acceptance by the bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the ITB documents shall be requested in writing, and received by purchasing director at least seven (7) calendar days prior to the bid opening. No person is authorized to give oral interpretations of or make oral changes to the ITB. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the ITB will be made in the form of a written addendum to the ITB and will be furnished to all bidders.
17. **Addendum:** The purchasing department will record its responses to inquiries, clarifications, any supplemental instructions, and/or necessary revisions to ITB documents, in the form of a written addendum to all bidders who received an ITB package from the purchasing department. Bidders who obtain ITB documents from other sources must officially register with college's purchasing department in order to be placed on the mailing list for any forthcoming addenda or other official communications. Failure to register as a prospective bidder may cause your bid to be rejected as non-responsive if you have submitted a bid without an addendum acknowledgment for the most current addendum. The bidders shall acknowledge receipt of all addenda on page 1, Solicitation, Offer and Award, block # 10.
18. **Conflict of Interest:** All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the college. All bidders must disclose the name of any college employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.
19. **Legal Requirements:** Bidders are required to comply with all provisions of federal, state, county and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.
20. **Drug-Free Workplace:** Whenever two or more bids which are equal with respect to price, quality, and service are received by the purchasing department for the procurement of commodities or contractual services. The bidder shall complete the attached form (page 29) and will be given preference in the award process.
21. **Acceptance/Rejection:** The college reserves the right to accept or reject any or all bids and to make the award to that bidder, who in the opinion of the college will be in the best interest and the most advantageous to the college reserves the right to reject the bid of any bidder who has previously failed in the proper performance of an award or to deliver on-time contracts of a similar nature or who, in the college's opinion, is not in a position to perform the scope of work properly. The college reserves the right to waive any irregularities, informalities and technicalities in offers received, and may, at its discretion, request a re-bid or abandon the project/procurement in its entirety.
22. **Posting of Recommendation for Award:** The agency shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting. This notice shall contain the following statement: "Failure to file a protest within the time prescribed in section 120.57(3)(a)(b), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."
23. **Award:** Recommendation for award shall be made to the lowest, responsive, responsible bid determined to be in the best interest of the college upon completion of posting period. The college reserves the right to make award(s) by individual item, group of items, all or none, or a combination

thereof; with one or more suppliers; to reject any or all bids received, and may at its sole discretion, request a re-bid or abandon the project in its entirety. Bidders are cautioned to make no assumption until the college has entered into a contract or issued a purchase order.

24. **EEO Statement:** The college is committed to assuring equal opportunity in the award of contracts, and therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, disability, national origin, or gender.
25. **Contractual Agreement:** The terms, conditions, and provisions in this solicitation constitute the formal agreement between contracting parties. The order of precedence will be general law, the purchase order or solicitation, and the response. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of the State of Florida. The venue shall be in Marion County Florida.
26. **Governmental Restrictions:** In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on the ITB prior to their performance, it shall be the responsibility of the bidder to notify the purchasing department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The college reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the college.
27. **Permits/Licenses/Fees:** Any permits, licenses, or fees required will be the responsibility of the bidder. No separate or additional payment will be made.
28. **Indemnification:** The bidder, without exemption, shall indemnify and hold harmless the college, its employees volunteers and/or any of its Board of Trustees members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process or item manufactured by the bidder. Further, if such a claim is made or is pending, the bidder may, at its option and expense, procure for the college the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the college agrees to return the article, on request, to the bidder and receive reimbursement. If the bidder used any design, device or materials covered by letters, patent or

copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

29. **Advertising:** By submitting a bid, bidder agrees not to use the results there from as a part of any commercial advertising, without the express written approval of the appropriate level of authority within the college.
30. **Assignment:** Any purchase order or contract issued pursuant to this ITB and the monies which may become due hereunder are not assignable except with the prior written approval of the college, through the purchasing department.
31. **Compliance with Occupational Safety and Health:** Bidder certifies that all material, or equipment, contained in the bid meets all applicable OSHA requirements. Bidder further certifies that, any material or equipment delivered and subsequently found to be defective in any applicable OSHA requirement in effect on the date of delivery, shall bear all costs necessary to comply with the requirements shall be borne by the bidder.
32. **Disqualification of Bidder:** Any or all bids will be rejected if there is reason to believe that collusion exists between bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.
33. **Changes/Adjustments/Deviations:** No changes, adjustments, or deviations shall be accepted on any item unless conditions or specifications of an ITB expressly so provide. Any other changes, adjustments, or deviations shall require prior written approval, and shall be binding only if issued by the college purchasing department. The bidder shall bear sole responsibility for any and all costs of claims arising from any changes, adjustments, or deviations not properly executed as required herein.
34. **Public Records:** Upon determination of the recommendation for award or thirty (30) days after opening, whichever is earlier, sealed bids, proposals or replies become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(1) and s.24(a), Art. 1 of the State Constitution. Bidders must invoke the exemptions to disclosure provided by law in the response to the bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

35. **Bid Preparation Costs:** Neither the college nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this ITB. Bidders should prepare their bids simply and economically, providing all information and prices as required.
36. **Responsibility:** A bidder must, at the time of bid opening, must be financially and physically capable of performing the requirements or services as submitted, and so provide such certification with their bid or upon request.
37. **Inspection of Bidder's Facilities:** The college reserves the right to inspect the bidder's facilities at any reasonable time, during normal working hours, in order to determine that bidder has a bona fide place of business and is a responsible bidder.
38. **Joint Ventures:** Bids submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this ITB.
39. **Site Visit:** The college reserves the right to make a site visit to one or more of bidder's clients to investigate/affirm the quality of services being provided without previous notice to bidder.
40. **Protest.** Failure to file a protest within the time prescribed in FS 120.57(3) (b), shall constitute a waiver of proceeding under Chapter 120, Florida Statutes. In accordance with FS 287.042, any person who files an action protesting a decision or intended decision pertaining to contracts administered or purchases by the college pursuant to FS 120.57(3)(b) shall post at the time of filing the formal written protest a bond payable to the college in an amount equal to one percent (1%) of the estimated contract amount. The aforementioned bond shall be conditioned upon the payment of all costs which may be adjudged against him/her in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the college may accept a cashier's check or money order in the amount of the bond. If, after completion of the administrative hearing process and any appellate court proceedings, the agency prevails, it shall recover all costs and charges which shall be included in the final order judgment, excluding attorney's fees. Upon payment of such costs and charges by the person protesting the award, the bond, cashier's check or money order shall be returned to him/her. If the person protesting the award prevails, he or she shall recover from the agency all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.
41. **References:** Bidders shall submit a list of current and past references with their bid submittal. Include the name of contact persons who have personal knowledge of the bidder's performance. The contact person should have been informed that they are being named as a reference, and that the college may be sending a reference questionnaire via email. Do not list persons who are unable or unwilling to answer specific questions regarding your performance.
42. **Bidders Conditions:** Any conditions to be made as part of the bid/offer should be submitted on the "Affidavit of Compliance" form (page 28), provided herein and fully executed as instructed.
43. **Americans With Disabilities Act:** Bidders should identify any products that may be used or adapted for use by visually, hearing or other physically impaired individuals.
44. **Renewal:** Any agreement resulting in the award of this bid may be renewed upon mutual written consent for the additional period specified when applicable.
45. **Additional Quantities:** The college reserves the right to purchase additional quantities at the prices offered in this invitation. If additional quantities are not acceptable, the bid sheets must note "BID IS FOR SPECIFIED QUANTITY ONLY."
46. **Bonding:** Bid and performance bonds shall be provided as noted in Section D – General Information, page 19, paragraphs 12.1 and 12.2. The amount shall be that determined by the college to be reasonable and necessary to protect the best interest of the college. The bond(s) may be in the form of a surety bond, cashier's check, endorsed certificate of deposit, money order or certified check drawn on a solvent bank. Such bond(s) or deposit shall be forfeited to the college in case the bidder shall fail or refuse to execute the contract.
47. **Retainage:** Progressive payments will be made during the course of the project until final completion. The withheld amount of (10%) will be paid after receipt and acceptance of all services and receipt of a properly executed final invoice prior to contract completion.

48. **Cooperative Purchasing:** Pursuant to their own governing laws, and subject to the agreement of the bidder, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-customer purchases are independent of the agreement between the college and bidder, and the college shall not be a party to any transaction between the bidder and any other purchaser.

49. **Purchases by Other Entities: (Piggy-Back)** In accordance with State Board of Education rules (see 6A-14.0734)(2)(c), the successful bidder may extend stated bid prices to any other community college or public entity that may wish to use this bid for the purpose of obtaining the same items/or services during a stated contract period.

50. **Employees, Subcontractors, and Agents:** All bidder employees, subcontractors or agents performing work under the contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, bidder shall furnish a copy of performing work under the contract must comply with all security and administrative requirements of the customer.

51. **Termination for Default:** Should the contractor default under the terms of the contract, which incorporates the bid requirements, such default will be determined at the sole discretion of the college will give the contractor written notice, and the contractor will have 10 calendar days from the date of each notice to correct the default. If the contractor fails to correct the default within the time period specified in the written notice, the college will have the right to notify the contractor in writing of the termination of the contract. In addition, the college may report the default to other entities that may have an interest in the solicitation activities of the college or seek damages where applicable.

The college may by written notice of default to the contractor, terminate this contract in whole or in part based on the following failures:

- (1) Deliver the supplies or to perform the services within the time specified in this solicitation or any extension;
- (2) Make progress, so as to endanger the performance of this contract or
- (3) Perform any of the other provisions of this contract.

52. **Termination for Convenience:** The college by written notice to the bidder may terminate the contract in whole or in part when the college determines in its sole discretion that it is in the college's best interest to do so. The bidder shall not furnish the product or begin services after it

receives the notice of termination except as necessary to complete the continued portion of the contract if any. The bidder shall not be entitled to recover any cancellation charges or lost profits.

53. **Termination for Cause:** The college may terminate the contract if the bidder fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006 (3) F.A.C., governs the procedure and consequences of default. The bidder shall continue work on any work not terminated. Except for defaults of subcontractor at any tier, and if the cause of the default is completely beyond the control of both the bidder and the subcontractor, and without the fault or negligence of either, the bidder shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the bidder to meet the required delivery schedule. If after termination, it is determined that the bidder was not in default, or the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the college. The rights and remedies of the college in the clause are in addition to any other rights and remedies provided by law or under the contract.

54. **Disputes:** In case of any doubt or differences of opinion as to the items to be furnished, the college's decision shall be final and binding on both parties.

55. **Rules Regulations, Laws, Ordinances and Licenses:** The successful bidder agrees that it shall observe and obey all the laws, ordinances regulations and rules of the federal state and local governments. It shall also comply with all of the college's rules and requirements.

56. **Force Majeure, Notice of Delay, and Non Damages for Delay:** The bidder shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the bidder or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the bidder's control, or for any of the foregoing that affect subcontractor or suppliers if no alternate source of supply is available to the bidder. In the case of delay the bidder believes is excusable, the bidder shall notify the college in



writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, or (2) If the delay is not reasonably foreseeable, within five (5) days after the date the bidder first had reason to believe that a delay could result.

57. **Liquidated Damages:** Time is of the essence in the work provided for in these construction documents and there will be, on the part of the owner, considerable monetary damage in the event the work is not completed within the time fixed for the completion of the contract, or within the time to which such completion may be extended by consent of the owner. Inasmuch as the actual damages for such delay is impossible to exactly determine, the bidder agrees that he/she and his/her surety shall be liable for and shall pay to the owner the following liquidated damages:

For failure of the contractor to be substantially completed with the work within the time set forth in the agreement between owner and contractor; liquidated damages shall be in accordance with the following schedule:

| CONTRACT AMOUNT            | LIQUIDATED DAMAGES PER CALENDAR DAY                        |
|----------------------------|--|
| \$10,000 to \$100,000      | - \$100  |
| \$100,000 to \$499,999     | - \$250 + 0.05% of contract amount exceeding \$100,000     |
| \$500,000 to \$999,999     | - \$450 + 0.04% of contract amount exceeding \$500,000     |
| \$1,000,000 to \$1,999,999 | - \$650 + 0.03% of contract amount exceeding \$1,000,000   |
| \$2,000,000 to \$5,999,999 | - \$950 + 0.02% of contract amount exceeding \$2,000,000   |
| \$6,000,000 and Greater    | - \$1,750 + 0.01% of contract amount exceeding \$6,000,000 |

For the purpose of computing liquidated damages only, no deduction shall be made from the contract amount for owner direct/contractor assisted purchase of project related material and equipment. If the project has multiple phased substantial completion dates, liquidated damages for each phase shall be computed based on the contract amount allotted to each phase by the schedule of values.

58. **Inspection and Acceptance of Supplies and or Equipment /Services:**

A) **Supplies and or Equipment** - The college reserves the rights to inspect or test "All end products," ordered by and or delivered on behalf of the college and accept, reject or request correction at the expense of the contractor based on the results of inspection. Acceptance shall be conclusive, except with regards to latent defects, or fraud. Upon expiration of lease terms, both parties will inspect all equipment and shall mutually agree on compensation due as a result of any damage/defects determined to be caused by the college.

B) **Services** - The college reserves the right to inspect all services in accordance with the contract requirements and/or as called for on the purchase order or blanket purchase agreement. Acceptance and/ or rejection shall be made as promptly as possible after completion or delivery.

59. **Remedies for Nonconformance:**

A) If a contractor delivers a supply or service, but it does not conform to the contract or order requirements, the college shall take appropriate action in accordance with the inspection and acceptance clause of the solicitation, as supplemented by the purchase order.

B) If the contractor fails to correct the failure the college may:

- (1) Replace or correct the failure and charge the contractor.
- (2) Terminate the contract for cause or default.

60. **Invitation to Propose Financing Terms:**

A) The offeror is invited to propose terms under which the college may make contract financing payments as a result of award of this contract. The financing terms proposed by the bidder/offeror shall be a factor in the evaluation of the offeror's/bidders submission.

B) In accordance with the Florida Statutes, the bidders/offerors proposed financing may not be acceptable if it does not conform to the following:

1. Payments shall only be made for supplies or equipment delivered and accepted, or services rendered and accepted in

accordance with the agreed upon payment terms herein.

2. No contract financing payments shall be made in advance of any performance or delivery under this contract.
  3. The terms and conditions of the contract financing must be appropriate or customary in the commercial market place; and provide the "Best Value;" the highest overall value to the college based on objective factors that include, but are not limited to price, quality, design, and workmanship. The college reserves the right to renew, renegotiate, purchase or upgrade equipment at current fair market value (The fair market value is the price of the equipment and determined by commercially reasonable means).
  4. The terms and conditions of the contract financing must be in the best interests of the college.
  5. The offeror's/bidder's proposed financing shall include a detailed description of the rates and terms to which the college is bound from origination through completion as a result of acceptance of submission.
  6. The offeror's/bidder's proposed Financing shall include a listing of the earliest date, and total amount of each payment due through maturity with specified terms and conditions of the purchase price or lease purchase option based on a Fair Market Value Lease.
  7. If the college elects to utilize the lease option upon the expiration of the agreed upon lease terms the contractor shall arrange for the removal of all equipment at no additional cost to the college.
61. **Jessica Lunsford Act:** A level 2 criminal record check shall be made for each person prior to employment/assignment to college's contract. The successful proposer will be required to certify to the college that all personnel working on the college contract shall have no criminal record/history for the past five (5) years. Any personnel having a conviction for a felony involving theft, burglary, embezzlement, violence or moral turpitude, or any person who has been classified as a sexual offender or sexual predator under the Laws of Florida or any other

State, with ten (10) years immediately preceding the date of his/her original employment application with the proposer will be forbidden to be assigned by the proposer to the college.

62. **Equitable Adjustment:** The college in its sole discretion may make an equitable adjustment in the contract terms and/or pricing if or availability of supply is affected by extreme and unforeseen volatility in the market-place that is by circumstances that satisfy all of the following criteria:
- 1) The volatility is due to causes wholly beyond the contractor's control
  - 2) The volatility affects the marketplace or industry, not just the particular contract source of supply
  - 3) The effect on pricing or availability of supply is substantial, and;
  - 4) The volatility so affects the contractor that continued performance of the contract would result in a substantial loss.
  - 5) Regulated changes in the CPI or PPI
- Price adjustment request shall be submitted in writing to the Purchasing department as soon as possible. A written determination will be made within 10 calendar days after receipt of price change request.
63. **Samples:** Samples of items when called for, must be furnished free of expense, and if not destroyed will, upon request, be returned at the proposer's/offeror's expense. Request for return of samples shall be accompanied by detailed instructions which include shipping authorization and name of carrier.
64. **Patents and Royalties:** The proposer/offeror, without exception, shall indemnify and hold harmless the college and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyright, patented or unpatented invention, process or article manufactured or used in the performance of this contract, including its use by the college. If the proposer/offeror uses any design, devices or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the ITB prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

65. **Public Entity Crimes (Purchases Greater than Category Two \$64,999.00) including Federal Grants:** Pursuant to OMB Circular A-110, Subpart B, Section 13, A person or affiliate who has been placed on either the Federal Excluded Parties List system (FEPLS) or the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a proposal or enter into a contract to provide goods and/or services, construction or repair of a public building, leasing of real property, may not submit a proposal or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, who is listed on the convicted vendor list. The Federal Excluded Parties List System can be located at: <http://epls.gov>
66. **Discriminatory Vendors List(s):** An entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a proposal or offer to provide goods or services to a public entity, may not be awarded a contract or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity and may not transact business with any public entity. The State of Florida Discriminatory Vendor List can be found at: <http://myflorida.com>.
67. **Unauthorized Employment of Alien Workers:** The college does not intend to award publicly funded contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provision as determined pursuant to Section 274A of the Immigration and Nationality Act.
68. **Best Pricing Bid/Offer:** During the contract term, if the college becomes aware of better pricing offered by the successful proposer for substantially the same or a smaller quantity of a product outside of the contract but upon the same or similar terms of the contract, then at the discretion of the college the pricing under this solicitation/contract shall be immediately reduced to the lower price(s).
69. **Manufacturer's name and Approved Equivalents:** Unless otherwise specified, any manufacturer's name, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the college's prior approval, the successful proposer/offeror may provide any product that meets or exceeds the applicable specifications. The successful proposer/offeror shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The college shall determine in its sole discretion whether a product is acceptable as an equivalent.
70. **Risk of Loss:** In accordance with Florida Statute(s) 215.422 titled "Inspection and Acceptance Supplies and/or Equipment and Services" until acceptance, risk of loss or damage shall remain with the successful proposer. The successful proposer/offeror shall be responsible for filing, processing, and collecting all damage claims. To assist the successful proposer/offeror with damage claims, the college shall: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; and damage inspection report. When the college rejects a product, the contractor shall remove it from the premises within ten (10) days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the successful proposer/offeror. Rejected product not removed by the successful proposer/offeror within ten (10) days shall be deemed abandoned by the same and the college shall have the right to dispose of it as its own property. The successful proposer/offeror shall reimburse the college for costs and expenses incurred in storing or effecting removal or disposition of rejected product.
71. **Safety Standards:** Unless otherwise stipulated in the proposal all manufacturer items and fabricated assemblies shall comply with applicable requirements of the Federal Occupational Safety and Health Act (OSHA), American National Standards Institute Safety Standards and any applicable Florida standards.
72. **Safety Data Sheet:** A Safety Data Sheet must be submitted for each chemical included in the proposal/offer. The Safety Data Sheet must be submitted for a chemical prior to the recommendation for award. Failure to submit a Safety Data Sheet may render the proposal/offer non responsive. The information is requested in accordance with the Florida's Right-to-Know law.
73. **Non-funding:** In accordance with Florida Statue 287.0582, titled Contracts which require annual appropriation contingency statement; "The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature." In the event that sufficient budgeted funds are depleted or unavailable, the college shall notify the successful proposer/offeror in writing of such

occurrence and the contract shall terminate without penalty or expense to the college.

74. **Rejection of Third Party Assignments:** The college reserves the right to reject third party assignments except with the prior written approval of the college.
75. **Toxic Substances:** Successful proposer/offeror shall notify the Director of Facilities & Plant Operations in writing of any substance to be used which is enumerated in the Florida substance list, at least three (3) working days prior to using the substance. The notification shall contain: (1) the name of the substance to be used; (2) where the substance is to be used; and (3) when the substance is to be used. If the successful proposer/offeror uses subcontractors, the proposer shall be responsible for insuring that all subcontractors are in compliance with the above statute.
76. **Lobbying:** The expenditure of funds from grants and aids appropriations, for the purpose of lobbying the legislature or a state agency is prohibited. This condition is applicable to Florida state appropriated grants and aids.
77. **Travel Expenses:** Proposer/offeror shall not charge the college for any travel expenses, meals, and lodging without college's prior written approval. Upon obtaining college's written approval, proposer may be authorized to incur travel expenses payable by the college to the extent and means provided by Florida Statute 287.058 (1) titled "Contract document" and Florida Statute 112.061 titled "Per diem and travel expenses of public officers, employees and authorized persons." Any expenses in excess of the prescribed amounts shall be borne by the proposer.
78. **Federal Grant Requirements:** This special condition is applicable to purchase orders issued as a result of the bid when financed all or in part by grants from the Federal Government.
- (a) **Access to Records:** The college, the federal sponsoring agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the successful proposer(s) which are pertinent to the purchases resulting from this ITB for the purpose of making audits, examinations, excerpts and transcriptions.
- (b) **The Copeland "Anti-Kick Back" Act** - The successful proposer(s) shall comply with

the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).

- (c) **The Davis-Bacon Act (Construction Only)** - The successful proposer(s) shall comply with the Davis-Bacon Act (40 U.S.C. 276a-a7) and as supplemented by Department of Labor regulations (29 CFR Part 5).
- (d) **Contract Hours and Safety Standards Act** - The successful proposer(s) shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (20 CFR Part 5).
- (e) **Clean Air Act and Federal Water Act** - The successful proposer(s) must guarantee that all products purchased as a result of this invitation to bid comply with all applicable standards, orders or regulations issued pursuant to the Clean air Act of 1970 (42 U.S.C. 1857 et. seq.) and the Federal Water Pollution Act (33 U.S.C. 1251 et. seq.)
79. **Evaluation of Options:** Except when it is determined not to be in the college's best interest the college will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the college to exercise the option.
80. **Option to Extend the Term of the Contract:**
- (a) The college may extend the term of this contract provided that the college gives the contractor a preliminary written notice of its intent to extend at least sixty (60) days unless otherwise specified before the contract expires. The preliminary notice does not commit the college to an extension.
- (b) The total duration of this contract, including the exercise of any options under this provision shall not exceed five (5) years.
81. **Substantial Completion: (Construction Contracts/Minor Repair or Alterations/Services)** The date of substantial completion of work or designated portion thereof is the actual date certified by the college (owner) or designated authorized representative, when the construction/minor repair or alteration/or

services are sufficiently complete, in accordance with all stated terms and conditions set forth in the solicitation. The college's authorized representative may authorize the release of the followings upon receipt and acceptance:

The date of substantial completion may include but is not limited to the following:

- (a) Approval and receipt of Occupancy Permits by Fire Marshal
- (b) Elevator permits
- (c) All materials and equipment installed
- (d) Landscaping and site work complete
- (e) HVAC test and balance complete and all certificates submitted to owner/college
- (f) All systems in-place, functional and displayed to college's authorized representative or designee.
- (g) All systems signed off by the owner/college or college's authorized representative or designee
- (h) Cleaning and removal of debris from premises.
- (i) Receipt of manuals and/or warranty certificates/information by the college.
- (j) Draft record documents submitted to college or authorized representative or designee.
- (k) Training and on site demonstrations complete.

82. **Final Completion:** It is agreed by both parties time is the essence for the completion of this project. The contract time shall begin with issuance of a Notice to Proceed or the issuance of and receipt of a purchase order indicating the start date to the contractor by the college. Final completion shall be 30 calendar days after substantial completion

The date of final completion may include but is not limited to the following:

- (a) Work is complete and in accordance with the contract documents and is ready for final inspection.
- (b) Completion and approved operation and maintenance manuals have been submitted.
- (c) Record Drawings reflecting "as built" conditions are complete and acceptable to the Architect-Engineer.
- (d) All required project close-out documentation is complete.
- (e) Full Occupancy Permit from the Department for Housing, Buildings and Construction has been obtained.
- (f) All additional materials required by the specifications have been delivered to the using agency such as spare parts, ceiling tiles, and floor tiles.
- (g) All owner training has been completed.

83. **Payments under Fixed Price Construction Contracts:**

(a) Payment of Price. The college shall pay the contractor the contract price as provided in this contract.

(b) Progress Payments. The college shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the contract manager or authorized designee, on estimates of work accomplished which meets the standards of quality established under this solicitation, as approved by the college's authorized representative.

(c) The contractors request for progress payments shall include the following substantiation:

- (1) An itemization of the amounts requested, related to the various elements of work required by the solicitation requirements covered by the payment requested.
- (2) Additional supporting data as required by the Director of Purchasing or authorized designee.
- (3) The contractor shall furnish the following certification for progress payments, or payment shall not be made:

I hereby certify, to the best of my knowledge and belief, that:

"The amounts requested are only for performance in accordance with the specifications, terms and conditions contained in the solicitation; College of Central Florida Administrative Procedure 5.16 and applicable Florida Statue(s)."

---

|      |       |
|------|-------|
| Name | Title |
|------|-------|

---

Date Signed (Authorized Representative of Firm)

- (4) This certification is not to be construed as final acceptance of the contractor's performance. Please refer to clause 81 page 12 titled, "Substantial Completion", and clause 58 page 9 titled "Inspection, and Acceptance of Supplies and/or Equipment/Services.

(5) Payments During Construction

A. Contractor Requirements: An invoice or Application and Certificate for Payment (A1A form G702) from the contractor, certified for payment by the project architect, must precede any payments during construction. Payments during construction will be based on the architect's estimate of the percent of the work completed and, if approved by the architect, may include cost of materials properly stored on the job site. Ten percent (10%) of the total cost of construction completed and materials stored to date shall be withheld as retainage.

B. Reduction of Retainage: Retainage may be adjusted to as little as five percent (5%) upon certification by the architect that the job is substantially complete and upon approval by the president or designee. As punch list items are completed, the retainage may be adjusted to a final retainage of not less than two percent (2%), payable when all punch list items are completed.

C. Final Payment

1. Final payment may be made to the contractor upon the following:
  - a) A certificate of occupancy has been issued.
  - b) The project has been completed upon notification by the architect.
  - c) The District Board of Trustees has accepted the project.

2. The conditions for final payment to the contractor will be included in the construction contract.

84. **Public Meeting and Records:** In accordance with Florida Statute 286.011 titled "Public meetings and records; public inspection; criminal and civil penalties." All meetings as a result of this solicitation shall be conducted in strict compliance with this statute.

85. **Firm Fixed Price Contract:** A firm fixed price or fixed price with equitable adjustment contract will result from the award of this solicitation.

86. **Correction of Work:** The contractor shall promptly correct all work rejected by the architect as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of the correcting such rejected

work, including the cost of the architect's additional services thereby made necessary.

86.1 If, within one (1) year of the date of the approval of the Certificate of Final Inspection or the terms of any applicable special guarantee required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the contractor shall correct it promptly after receipt of a written notice from the owner to do so unless the owner has previously given the contractor a written acceptance of such condition. The owner shall give such notice promptly after discovery of the condition.

86.2 All such defective or non-conforming work under Paragraph 86 shall be removed from the site if necessary, and the work shall be corrected to comply with the contract documents without cost to the owner.

86.3 The contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

86.4 If the contractor does not remove such defective or non-conforming work within a reasonable time fixed by written notice from the architect, the owner may remove it and may store the materials or equipment at the expense of the contractor. If the contractor does not pay the cost of such removal and storage within ten (10) calendar days thereafter, the owner may upon ten (10) calendar additional days written notice sell such work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the contractor including compensation for additional architectural services. If such proceeds of sale do not cover all costs which the contractor should have born, the difference shall be charged to the contractor and an appropriate change order shall be issued. If the payments then or thereafter due the contractor or not sufficient to cover such amount, the contractor shall pay the difference to the owner.

87. **Owner's right to carry out the work:** If the contractor defaults or neglects to carry out the Work in accordance with the contract documents or fails to perform any provision of the contract, the owner may, after seven (7) calendar days written notice to the contractor and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate change order shall be issued deducting from the payments then or thereafter due the contractor the cost of correcting such deficiencies, including the cost of

the architect's additional services made necessary by such default, neglect or failure. The architect must approve both such action and the amount charged to the contractor. If the payments then or thereafter due the contractor are not sufficient to cover such amount, the contractor shall pay the difference to the owner.

88. **Owner's Right To Stop Work:** If the contractor fails to correct defective work or persistently fails to supply materials or equipment in accordance with the contract documents, the owner may order the contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated. The contractor will not be entitled to a time extension of the contract completion time in the event the owner exercises his rights under this paragraph.

89. **Employment Screening Requirements and Level 2 Screening Standards:** The College Board of Trustees is committed to the education and safety of its students and employees. To that end, any contractor awarded a contract will represent and warrant that the personnel assigned to the project do not possess criminal records that would violate the college's Board standards for employment set forth policy. **Note: F.S. 435.01, 435.04, 435.05, 435.07 and 435.08 are hereby incorporated into this solicitation. Awardee shall comply with the statutes.**

90. **F.S. 119.0701(2)(a)**

In addition to other contractor requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016 must include the following statement:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: MR. JOE MAZUR, VP ADMINISTRATION AND FINANCE  
3001 SW COLLEGE ROAD, OCALA, FL 34474, FOUNDERS, HALL/BUILDING 1, ROOM 207 (352) 854-2322 ext. 1637, [mazurf@cf.edu](mailto:mazurf@cf.edu)**

**ITB # 17-9**  
**New Levy Campus Landscaping Maintenance**

---

**SECTION B – BID/OFFER RESPONSE FORM**

1.0 Contractor shall provide below a total bid amount for all work as specified in Section E and as noted below:

1.1 **Item Description:**

|                               | QTY |     | Total Price     |
|-------------------------------|-----|-----|-----------------|
| Lawn Care                     | 1   | JOB | \$ _____        |
| Ground Cover Area/Shurb Areas | 1   | JOB | \$ _____        |
| Tree Care                     | 1   | JOB | \$ _____        |
| Alternate 1: Annual Color     | 1   | JOB | \$ _____        |
| <b>Total Amount of Bid</b>    |     |     | <b>\$ _____</b> |

**This form must be completed and returned with your bid submittal**



**ITB # 17-9  
New Levy Campus Landscaping Maintenance**

**SECTION C – SOLICITATION SCHEDULE**

1.0 Any changes to the schedule will be provided to all interested parties via written addendum.

| Date & Time   | Activity, Location  |
|---|---|
| <p align="center"><b>Wednesday, September 6, 2017<br/>and<br/>Wednesday, September 13, 2017</b></p>       | <p align="center">ITB Advertised and (distributed)</p>  |
| <p align="center"><b>Monday, September 11, 2017<br/><br/>thru<br/><br/>Friday, September 22, 2017</b></p> | <p align="center"><b>SITE VISIT</b><br/><br/> <b>Call Stewart Trautman, Jr., Director of<br/>Purchasing for appointment (352) 573-5815</b><br/><br/> <b>Drawings to be provided by Tommy Morelock</b></p>               |
| <p align="center"><b>Thursday, September 21, 2017</b></p>   | <p align="center"><b>Last Day for Questions</b></p>   |
| <p align="center"><b>Tuesday, September 26, 2017 @ 2:00 p.m.</b></p>                                      | <p align="center"><b>Bid Due Date and Submission to:</b><br/><br/> <b>CF Purchasing Department<br/>3001 SW College Road<br/>Founders Hall<br/>Ocala, FL. 34474</b><br/> <i>(Caution-Late Bids will be returned)</i></p> |
| <p align="center"><b>Tuesday, September 26, 2017 @ 2:15 p.m.</b></p>                                      | <p align="center"><b>Public Bid Opening:</b><br/><br/> <b>College of Central Florida<br/>3001 SW College Road<br/>Founders Hall/Bldg. 1/ Room 105<br/>Ocala, FL 34472</b></p>   |
|   | <p align="center">72 Hour Bid Tabulation Posting</p>  |
| <p align="center"><b>Friday, September 29, 2017</b></p>   | <p align="center">Recommendation for Award</p>  |
| <p align="center"><b>Friday, September 29, 2017</b></p>   | <p align="center">Award Approval</p>  |
| <p align="center"><b>Friday, September 29, 2017</b></p>   | <p align="center">Notice to Proceed</p>   |
| <p align="center"><b>Monday, October 2, 2017</b></p>  | <p align="center">Commence Work</p>   |
| <p align="center"><b>N/A</b></p>  | <p align="center">Substantial Completion Date</p>   |
| <p align="center"><b>N/A</b></p>  | <p align="center">Final Completion Date</p>   |

**ITB # 17-9**  
**New Levy Campus Landscaping Maintenance**

---

**SECTION D - GENERAL INFORMATION**

1.0 Contract Terms/Solicitation Award

1.1 The terms, specifications and conditions contained within the Solicitation, Offer and Award ITB 17-9 shall constitute the total contractual terms and conditions between the successful bidder.

2.0 College Contact

2.1 All questions relating to this solicitation shall be directed in writing to the Director of Purchasing (Reference Block 6/page1).

3.0 Bid Opening

3.1 Only the bidder's name, and the information on Section B – Bid/Offer Response Form along with receipt of required submitted forms shall be read aloud at the public bid opening on the date and time specified.

3.2 Contractor may not withdraw its bid within 90 calendar days without express written permission by the college.

4.0 Change Orders

4.1 All changes to the requirements after award will be executed using a change order to the Solicitation, Offer and Award Form issued by the purchasing department.

5.0 Acknowledgement

5.1 By submitting a solicitation/offer the bidder acknowledges that he/she has read ITB 17-9 in its entirety and understands the requirement, and further agrees to be bound by the solicitations terms and conditions contained herein.

6.0 Time Period of Acceptance

6.1 The bidder warrants that the prices, terms and conditions submitted in response to ITB 17-9 shall be firm for a period of at least **180 calendar** days from the due date unless otherwise stated on page 1, Solicitation, Offer and Award.

**ITB # 17-9**  
**New Levy Campus Landscaping Maintenance**

---

**SECTION D - GENERAL INFORMATION**

7.0 Professional Licenses/Certifications

7.1 Bidders shall include copies of all current and applicable state, federal and local licenses and/or permits necessary for performance of the requirements of this solicitation at no cost to the college along with the bid submittal.

8.0 Solicitation Administration

8.1 The administration of this solicitation is the Director of Purchasing, Stewart E. Trautman, Jr. who may be reached at (352) 873-5815.

9.0 Project Manager

9.1 The Project Manager under the subject solicitation will be Mr. Tommy Morelock. Questions are to be directed to Mr. Morelock who may be reached at (352) 854-2322 ext.1229.

10.0 Minimum Requirements

10.1 The successful offeror/bidder shall demonstrate the full capacity to perform this service as defined in the solicitation, while possessing the necessary experience and qualifications to meet the minimum requirements and be determined responsive and responsible under the terms and conditions of the solicitation.

11.0 Solicitation Award

11.1 A fully executed copy of the Solicitation, Offer and Award form (Page 1) will constitute the entire contract/ agreement between the parties and no other document will be issued unless directed by general counsel.

12.0 Bonding Requirements

12.1 A bid bond in the penal sum of ten percent (10%) of the total bid amount shall be included with the bid submittal. Failure to submit an acceptable bid bond may result in a determination of non-responsiveness.

12.2 A performance bond in the penal sum of one hundred percent (100%) of the total bid amount shall be requested by the college to the awardee, once the bid has been awarded. Failure to submit an acceptable performance bond may result in a determination of non-responsiveness. A letter of recommendation from at least three (3) completed projects of similar size and scope may be substituted for a Performance Bond.

**ITB # 17-9**  
**New Levy Campus Landscaping Maintenance**

---

**SECTION E - SCOPE OF WORK**

**1.0** Contractor shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

**2.0 Lawn Care:**

- **Mowing and Edging:** Lawns shall be mowed more frequently during the active growing season and as needed during other seasons. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticultural correct for the turf variety taking into account the season. Clippings shall not be caught and removed from lawn area unless they are lying in swaths which may damage the lawn.

Edges shall be trimmed to maintain a neat appearance.

- **Fertilization:** Lawns shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on the type of nitrogen used and the type of turf grass. Contractor shall maintain records of all fertilization.
- **Disease control:** Disease control is maintained through proper fertilization, mowing and water management. In the event that disease problems occur Contractor will use treatments to stop and slow progression of disease. This program does not include the prevention of disease with weekly or monthly applications of disease control products although such protection is available at substantial additional cost.
- **Insect control:** Contractor will provide control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate turf damage. These treatments do not include the prevention of fire and infestation which is available at added cost. Disease caused by infestation of nematodes (microscopic round worms that feed on roots) is not included. Currently, there is no effective nematode control product registered for use on landscapes. Contractor will recommend additional treatments and procedures to minimize damage should nematodes become a problem. These treatments will be provided at additional cost. Nematode control is available for some sports turf locations and will be quoted separately if required.
- **Weed control:** Contractor will use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally, applications of pre and post emergence weed controls will be applied at times if warranted to control weeds without damaging desirable turf. Recent changes in Federal regulations have resulted in our loss of ability to selectively control some weeds including crabgrass when they are present in St. Augustine. Only control of these weeds is to treat infested turf with non selective products such as Roundup. These treatments require the resodding which will be quoted at additional charge.

**3.0 Ground Cover Area/Shrub Areas:**

- **Edging:** Edge ground cover as needed to keep within bounds and away from obstacles.
- **Pruning:** Shrubs shall be pruned only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill.
- **Weed control:** Keep beds reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides.
  - ✓ **Pre-emerge:** This type of control should be used only if a known weed problem warrants its use.
  - ✓ **Post-emerge:** Control broadleaf weeds with selective herbicides.

**ITB # 17-9**  
**New Levy Campus Landscaping Maintenance**

---

**SECTION E - SCOPE OF WORK**

The chosen chemical will be recommended and legally approved for the specific weed problem.

- ✓ **Fertilization:** Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.
- ✓ **Fungicide:** Apply recommended, legally approved fungicides to control disease-causing damage to ornamentals if warranted.
- ✓ **Pesticide:** Apply recommended, legally approved pesticides to control insects causing damage to ornamentals if warranted.
- **Control of imported pests:** Certain locations in the United States have a record of accidental introduction of pests from other counties. These imported pests can be very damaging and difficult or impossible to control with available products. Where such pests become a problem contractor will recommend the most cost effective alternatives for pest mitigation. Such recommendations may include plant replacement or intensified treatment schedules that may require additional cost to the customer.

**4.0 Tree Care:**

- **Pruning:** Height limitation for tree pruning covered in the specification is 12 feet. On trees over 12 feet in height only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised. Trees under 12 feet are scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary.
- **Staking:** Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with client.
- **Palm Pruning: (Specimen palms billed per occurrence):** Dead or dying fronds should be removed annually. It is best to leave healthy fronds when possible and defer to specific pruning methods and finished cuts per palm type.

**5.0 Mulched area:**

- Mulched areas will be inspected on our days of service. Weeds and grasses shall be controlled with recommended, legally approved herbicides only if necessary. In those areas with excessive mulch build-up alternatives will be discussed with the client. Mulch beds will be replenished with a 2 inch depth of mulch annually. In those areas with excessive mulch build up, alternatives will be discussed with the client.

**6.0 Debris cleanup:**

- All landscape areas shall be inspected on days of service and excess debris removed. Gardening debris, generated from our work, shall be removed from paved areas on days of service. This excludes heavy leaf fall pickup from parking areas, sidewalks, pools, etc.

**Alternate 1**

- 1.0 Irrigation System:** Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. In some circumstances, water scheduling may be limited by local water restrictions. Where practical, watering shall be done at night or early morning if the system is automatic, unless notified otherwise by the owner.

Any damages to the irrigation system cause by the contractor while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one watering period.

**ITB # 17-9**  
**New Levy Campus Landscaping Maintenance**

---

**SECTION E - SCOPE OF WORK**

Faulty equipment, vandalism or accidental damage caused by others shall be reported promptly to owner. Cost of labor and material to perform repair is an extra and shall be paid for by the owner upon authorization. Whenever possible, owner's representative shall be instructed on how to turn off system in case of emergency. Our office is to be advised at once or by next business day.

**Alternate 2**

- 1.0 Annual Color:** Contract grown flowers will be installed every three months. Specified varieties, size, spacing and frequency will be recommended per climate and location of plantings. A 90 day warranty on plant life is applied excluding vandalism, acts of God, or irrigation related issues not due to contractor negligence or response time.

**ITB # 17-9**  
**New Levy Campus Landscaping Maintenance**

---

**SECTION F-SOLICITATION SUBMITTALS**

**The following items must be fully executed and submitted with the bid response:**

- |  |               |
|--|---------------|
| 1. Solicitation, Offer and Award   | Page: 1       |
| 2. Bid/Offer Response Sheet  | Page: 16      |
| 3. Bid Bond (10% of the total bid amount)                                    | Page: 25 - 26 |
| 4. Performance Bond (100% of the total bid amount. Only required by awardee) | Page: 27 - 28 |
| 5. Drug Free Workforce Certification   | Page: 29      |
| 6. Affidavit of Compliance   | Page: 30      |
| 7. Statement of No Bid (If applicable)                                       | Page: 31      |
| 8. Disputes Disclosure   | Page: 32      |
| 9. References  | Page: 33      |
| 10. List of Sub-contractors  | Page: 34      |
| 12. Certificate of Insurance Requirements (only required by awardee)         | Page: 35      |

**Failure to submit the above documents may result in a determination of Non-Responsiveness**

**ITB # 17-9**  
**New Levy Campus Landscaping Maintenance**

---

**SECTION G - SPECIAL PROVISIONS/TERMS**

1.0 Access and Audits

1.1 Bidder shall maintain adequate records to justify all charges and costs incurred in performing the work for at least two (2) years after completion of this Agreement. CF shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at CF cost upon seven (7) calendar days written notice.

1.2 The auditor will need access to the following documents during an audit:

(b.1) All paid vouchers include those for out-of-pocket expenses, and other reimbursements supported by invoices, including bidder's copies of periodic estimate for partial payment

(b.2) Ledgers

(b.3) Cancelled checks

(b.4) Deposit slips

(b.5) Copies of all contracts and copies of any contract amendments/change orders

(b.6) Insurance documents

(b.7) Payrolls

(b.8) Time sheets

1.3 The above listed records may be kept on bidder's premises, and be made available at that location.

2.0 Purchase Orders (If applicable)

2.2. CF shall issue a Purchase Order (PO) for encumbrance and payment purposes.

2.3. All terms and conditions, specifications, scope of work shall be incorporated by reference.

3.0 Invoice Requirements

3.1. One (1) original invoice shall be forwarded to **College of Central Florida, Founders Hall, Accounts Payable, Building 1, Room 112, Ocala Florida 34474** for payment processing upon receipt and acceptance by College of Central Florida. Please include Purchase Order Number (PO Number) on invoice forwarded. Upon receipt, acceptance and approval payment will be made.

3.2. Payment Terms - College of Central Florida payment terms are net/30 days.



**ITB # 17-9**  
**New Levy Campus Landscaping Maintenance**

**SECTION H - REPRESENTATIONS AND CERTIFICATIONS**  
**This form must be completed and returned with your bid submittal**

|   |  |
|---|--|
| <b>BID BOND</b>                             | DATE BOND EXECUTED (Must not be later than bid opening date)   |
| PRINCIPAL (Legal name and business address) | TYPE OF ORGANIZATION (check applicable box below)<br><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP<br><input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION<br>STATE OF CORPORATION |
| SURETY(IES) (Name and business address)     |  |

| PENAL SUM OF BOND          |                      |           |          |       | SOLICITATION/OFFER/OTHER |  |
|----------------------------|----------------------|-----------|----------|-------|--------------------------|--|
| PERCENT<br>OF BID<br>PRICE | AMOUNT NOT TO EXCEED |           |          |       | ISSUE DATE<br><br>FOR    |  |
|                            | MILLIONS             | THOUSANDS | HUNDREDS | CENTS |                          |  |
|                            |                      |           |          |       |                          |  |

**OBLIGATION:**  
We, the Principal and Surety (ies) are firmly bound to the District Board of Trustees of College of Central Florida in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**  
The principal has submitted the bid or proposal.

**THEREFORE:**  
The above obligation is void if the Principal – (a) upon acceptance by College of Central Florida of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event or failure to execute such further contractual documents and give such bonds, pays College of Central Florida for any cost of procuring the work which exceeds the amount of the bid.  
Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to College of Central Florida. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

**WITNESS:**  
The Principal and Surety (ies) executed this bid bond and affixed their seals on the above date.

| PRINCIPAL                     |    |    |        |                |
|-------------------------------|----|----|--------|----------------|
| SIGNATURE(S)                  | 1. | 2. | 3.     | CORPORATE SEAL |
|                               |    |    | (SEAL) |                |
| NAME(S) & TITLE(S)<br>(Typed) | 1. | 2. | 3.     |                |

| INDIVIDUAL SURETY(IES) |              |                  |
|------------------------|--------------|------------------|
| SIGNATURE(S)           | 1.<br>(SEAL) | 2.<br><br>(SEAL) |
| NAME(S)<br>(Typed)     | 1.           | 2.               |

| CORPORATE SURETY (IES) |                            |    |               |                      |                |
|------------------------|----------------------------|----|---------------|----------------------|----------------|
| SURETY A               | NAMES & ADDRESSES          |    | STATE OF INC. | LIABILITY LIMIT (\$) | CORPORATE SEAL |
|                        | SIGNATURES                 | 1. | 2.            |                      |                |
|                        | NAME(S) & TITLE(S) (TYPED) | 1. | 2.            |                      |                |
| SURETY B               | NAME & ADDRESSES           |    | STATE OF INC. | LIABILITY LIMIT (\$) | CORPORATE SEAL |
|                        | SIGNATURE(S)               | 1. | 2.            |                      |                |
|                        | NAME(S) & TITLE(S) (TYPED) | 1. | 2.            |                      |                |

**This form must be completed and returned with your bid submittal.**

**ITB # 17-9**  
**New Levy Campus Landscaping Maintenance**

---

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require written approval of College of Central Florida.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed \_\_\_\_\_ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A and Surety B) headed "CORPORATE SURETY (IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the surety  
  
(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Attached), for each surety, shall accompany the bond. College of Central Florida may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal" and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

**ITB # 17-9  
New Levy Campus Landscaping Maintenance**

**SECTION H - REPRESENTATIONS AND CERTIFICATIONS**

|   |  |                                      |          |       |
|---|--|--------------------------------------|----------|-------|
| <b>PERFORMANCE BOND</b>                     | DATE BOND EXECUTED (Must not be later than bid opening date) |                                      |          |       |
| PRINCIPAL (Legal name and business address) | TYPE OF ORGANIZATION (check applicable box below)            |                                      |          |       |
|   | <input type="checkbox"/> INDIVIDUAL                          | <input type="checkbox"/> PARTNERSHIP |          |       |
|   | <input type="checkbox"/> JOINT VENTURE                       | <input type="checkbox"/> CORPORATION |          |       |
|   | STATE OF CORPORATION   |                                      |          |       |
| SURETY(IES) (Name and business address)     | PENAL SUM OF BOND  |                                      |          |       |
|   | MILLIONS   | THOUSANDS                            | HUNDREDS | CENTS |
|   | DATE   | AGREEMENT NUMBER                     |          |       |

**OBLIGATION:**

We, the Principal and Surety(ies) are firmly bound to the District Board of Trustees of College of Central Florida in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The principal has entered into the contract identified above.

**THEREFORE:**

The above obligation is void if the Principal – (1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by College of Central Florida, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

**WITNESS:**

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

| PRINCIPAL                     |                    |                    |                    |                |
|-------------------------------|--------------------|--------------------|--------------------|----------------|
| SIGNATURE(S)                  | 1. _____<br>(Seal) | 2. _____<br>(Seal) | 3. _____<br>(Seal) | Corporate Seal |
| NAME(S) & TITLE(S)<br>(Typed) | 1. _____           | 2. _____           | 3. _____           |                |

| INDIVIDUAL SURETY(IES) |                    |                    |
|------------------------|--------------------|--------------------|
| SIGNATURE(S)           | 1. _____<br>(Seal) | 2. _____<br>(Seal) |
| NAME(S)<br>(Typed)     | 1. _____           | 2. _____           |

| CORPORATE SURETY (IES) |                          |          |               |                      |                |
|------------------------|--------------------------|----------|---------------|----------------------|----------------|
| SURETY A               | NAME & ADDRESSES         |          | STATE OF INC. | LIABILITY LIMIT (\$) | CORPORATE SEAL |
|                        | SIGNATURES               | 1. _____ | 2. _____      |                      |                |
|                        | NAME(S) & TITLES (Typed) | 1. _____ | 2. _____      |                      |                |
| SURETY B               | NAME & ADDRESSES         |          | STATE OF INC. | LIABILITY LIMIT (\$) | CORPORATE SEAL |
|                        | SIGNATURES               | 1. _____ | 2. _____      |                      |                |
|                        | NAME(S) & TITLES (Typed) | 1. _____ | 2. _____      |                      |                |

**This form must be completed and returned with your bid submittal.**

**ITB # 17-9**  
**New Levy Campus Landscaping Maintenance**

---

**INSTRUCTIONS**

1. Any deviation from this from will require written approval of College of Central Florida.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A and Surety B) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.  
  
(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Attached), for each surety, shall accompany the bond. College of Central Florida may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal".
5. Type the name and title of each person signing this bond in the space provided.

**ITB # 17-9  
New Levy Campus Landscaping Maintenance**

---

**SECTION H - REPRESENTATIONS AND CERTIFICATIONS**

**DRUG FREE WORKFORCE CERTIFICATION**

The undersigned Proposer/Offeror in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

*(Name of Business)*

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty or *novo contend ere*, to any violation of Chapter 893, or of any controlled substance law of the United States or any state for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

**Company Name** \_\_\_\_\_  
(Print or Type Company Name here)

\_\_\_\_\_  
**Type or Print Name & Title Authorized Representative  
as shown on Page 1, Solicitation/Offer and Award**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature of Authorized Representative as shown above**

\_\_\_\_\_  
**Date Signed**

**NOTARY** \_\_\_\_\_

**SEAL**

**DATE SIGNED** \_\_\_\_\_

**This form must be completed and returned with your bid submittal.**

**ITB # 17-9  
New Levy Campus Landscaping Maintenance**

---

**SECTION H - REPRESENTATIONS AND CERTIFICATIONS**

**AFFIDAVIT OF COMPLIANCE**

To be submitted with bid/offer forms:

\_\_\_\_\_ We **DO NOT** take exception to the Bid/Offer/Specifications.

\_\_\_\_\_ We **TAKE** exception to the Bid/Offer/Specifications as follows:

---

---

---

---

---

---

---

---

---

---

**Company Name**

\_\_\_\_\_ **(Print or Type Company Name here)**

\_\_\_\_\_ **Type or Print Name & Title Authorized Representative  
as shown on Page 1, Solicitation/Offer and Award**

\_\_\_\_\_ **Title**

\_\_\_\_\_ **Signature of Authorized Representative as shown above**

\_\_\_\_\_ **Date Signed**

**This form must be completed and returned with your bid submittal.**

**ITB # 17-9  
New Levy Campus Landscaping Maintenance**

---

**SECTION H - REPRESENTATIONS AND CERTIFICATIONS**

**STATEMENT OF NO BID**

If your company does not intend to submit an offer on this requirement please complete and return this form prior to the date shown for receipt of proposals to the address cited in block #6, Solicitation, Offer and Award, page 1 of this solicitation:

We, the undersigned, have declined to bid on the above referenced Request for Proposal for the following reason(s):

Please check appropriate item(s):

- Scope of Work or Terms and Conditions are too "restrictive."  
(Please explain below.)
- Unable to meet requirements
- ITB was unclear. (Please explain below.)
- Insufficient time to respond
- We do not offer this type of service or equivalent.
- Our employee man loading would not permit us to perform.
- Unable to meet bonding or insurance requirements (if applicable)
- Other (Please explain below.)

REMARKS:

---

---

---

---

- Please remove our company from your "Mailing List":

|  |  |
|--|--|
| <b>Company Name</b>  |  |
|  | <b>(Print or Type Company Name here)</b> |
| <b>Type or Print Name &amp; Title Authorized Representative<br/>as shown on Page 1, Solicitation/Offer and Award</b> | <b>Title</b>                             |
| <b>Signature of Authorized Representative as shown above</b>   | <b>Date Signed</b>                       |

**This form must be completed and returned only if you are not submitting a bid**

**ITB # 17-9  
New Levy Campus Landscaping Maintenance**

---

**SECTION H - REPRESENTATIONS AND CERTIFICATIONS**

**DISPUTES DISCLOSURE FORM**

Answer the following questions by placing an "X" in the box after "YES" or "NO." If you answer "YES," please explain via attachment.

Disclosure can be limited to the regional/district office which will be supporting this Contract.

\* \* \* \* \*

1. Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES       NO

2. Has your firm, or any member of your firm, been declared in default, terminated, or removed from a contract or job related to the services your firm provides in the regular course of business within last five (5) years?

YES       NO

If yes, indicate company name, contact name and telephone number, length of service provided, and reason for early cancellation/termination of contract.

3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES       NO

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

**Company Name** \_\_\_\_\_

(Print or Type Company Name here)

\_\_\_\_\_  
**Type or Print Name & Title Authorized Representative  
as shown on Page 1, Solicitation/Offer and Award**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature of Authorized Representative as shown above**

\_\_\_\_\_  
**Date Signed**

**This form must be completed and returned with your bid submittal.**



**ITB # 17-9  
New Levy Campus Landscaping Maintenance**

**SECTION H- REPRESENTATIONS AND CERTIFICATIONS  
REFERENCES/RECENTLY COMPLETED PROJECTS**

List four references for contracts that your firm or entity now holds or has recently completed similar to the same size and scope as this solicitation within the last five (5) years.

1. \_\_\_\_\_  
 LOCATION NAME  
 \_\_\_\_\_  
 ADDRESS  
 \_\_\_\_\_  
 \_\_\_\_\_

|                  |                    |
|------------------|--------------------|
| CONTACT PERSON   | TITLE              |
| TELEPHONE NUMBER | FAX NUMBER         |
| DATE OF CONTRACT | LENGTH OF CONTRACT |
|                  | CONTRACT AMOUNT    |

2. \_\_\_\_\_  
 LOCATION NAME  
 \_\_\_\_\_  
 ADDRESS  
 \_\_\_\_\_  
 \_\_\_\_\_

|                  |                    |
|------------------|--------------------|
| CONTACT PERSON   | TITLE              |
| TELEPHONE NUMBER | FAX NUMBER         |
| DATE OF CONTRACT | LENGTH OF CONTRACT |
|                  | CONTRACT AMOUNT    |

3. \_\_\_\_\_  
 LOCATION NAME  
 \_\_\_\_\_  
 ADDRESS  
 \_\_\_\_\_  
 \_\_\_\_\_

|                  |                    |
|------------------|--------------------|
| CONTACT PERSON   | TITLE              |
| TELEPHONE NUMBER | FAX NUMBER         |
| DATE OF CONTRACT | LENGTH OF CONTRACT |
|                  | CONTRACT AMOUNT    |

4. \_\_\_\_\_  
 LOCATION NAME  
 \_\_\_\_\_  
 ADDRESS  
 \_\_\_\_\_  
 \_\_\_\_\_

|                  |                    |
|------------------|--------------------|
| CONTACT PERSON   | TITLE              |
| TELEPHONE NUMBER | FAX NUMBER         |
| DATE OF CONTRACT | LENGTH OF CONTRACT |
|                  | CONTRACT AMOUNT    |

**This form must be completed and returned with your bid submittal.**

**ITB # 17-9  
New Levy Campus Landscaping Maintenance**

---

**SECTION H- REPRESENTATIONS AND CERTIFICATIONS**

**List of Sub-Contractors**

---

1. \_\_\_\_\_  
CONTRACTOR NAME  
\_\_\_\_\_  
ADDRESS  
\_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_ TITLE \_\_\_\_\_  
TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_  
TYPE OF WORK \_\_\_\_\_

---

2. \_\_\_\_\_  
CONTRACTOR NAME  
\_\_\_\_\_  
ADDRESS  
\_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_ TITLE \_\_\_\_\_  
TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_  
TYPE OF WORK \_\_\_\_\_

---

3. \_\_\_\_\_  
CONTRACTOR NAME  
\_\_\_\_\_  
ADDRESS  
\_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_ TITLE \_\_\_\_\_  
TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_  
TYPE OF WORK \_\_\_\_\_

---

4. \_\_\_\_\_  
CONTRACTOR NAME  
\_\_\_\_\_  
ADDRESS  
\_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_ TITLE \_\_\_\_\_  
TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_  
TYPE OF WORK \_\_\_\_\_

**This form must be completed and returned with your bid submittal.**

**ITB # 17-9**  
**New Levy Campus Landscaping Maintenance**

---

**SECTION I - CF INSURANCE REQUIREMENTS**

**ITB 17-2**

1. Bidder shall submit a Certificate of Insurance during the performance of the services under this Contract reflecting at least the minimum amounts and conditions as follows:

- A. Commercial General Liability including products liability and completed operations liability:

|   |             |
|---|-------------|
| General Aggregate<br>(Other than Products/Completed Operations) | \$2,000,000 |
| Personal & Advertising Injury                                   | \$1,000,000 |
| Each Occurrence   | \$1,000,000 |

Umbrella liability insurance may be used to meet the general liability coverage limit requirements

- B. Automobile Liability for owned, hired, and non-owned vehicles:

|   |             |
|---|-------------|
| Bodily Injury and Property Damage (each accident) | \$1,000,000 |
|---|-------------|

- C. Workers' Compensation (as required by Statute) with Employers' Liability limits of

|                         |           |
|-------------------------|-----------|
| Each Accident           | \$500,000 |
| Disease – each employee | \$500,000 |
| Disease – policy limit  | \$500,000 |

2. Conditions:

- A. Any subcontractors hired by the Prime Contractor must comply with the same insurance coverage requirements and shall submit the required Certificate of Insurance through the Prime Contractor.
- B. The Prime Contractor shall furnish all original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this contract no less than (7) business days prior to the event. The receipt of any certificate does not constitute an agreement by the college that insurance requirements have been met
- C. Bidder shall furnish CF certificates of insurance which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to CF.
- D. Bidder shall include CF as an additional insured on the General Liability and Automobile Liability insurance policy required by the Contract. All of bidder's sub-bidders shall be required to include PCC and bidder as additional insured on their General Liability insurance policies.

**This requirement shall only be required by the awardee**