

<p>SUBMIT BID TO: PURCHASING DEPARTMENT UNIVERSITY OF CENTRAL FLORIDA 12479 RESEARCH PARKWAY, BLDG. 600 ORLANDO, FL 32826 Phone: (407)823-2661 – Fax (407) 823-5551 www.purchasing.ucf.edu</p>	<p>University of Central Florida INVITATION TO BID Contractual Services Acknowledgment Form</p>
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Page 1 of 14 Pages	BIDS WILL BE OPENED January 3, 2013 @ 2:00 PM and may not be withdrawn within 120 days after such date and time.	ITB NO. 1207BCSA
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UNIVERSITY MAILING DATE: 12/4/2012	ITB TITLE: Storm Water Pond Management
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FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER

VENDOR NAME	REASON FOR NO BID:
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VENDOR MAILING ADDRESS

CITY - STATE - ZIP CODE

AREA CODE	TELEPHONE NO.	<p style="text-align: center;">POSTING OF PROPOSAL TABULATIONS</p> <p>Proposal tabulations with intended award(s) will be posted for review by interested parties at the Purchasing Department, our solicitation web page and the State of Florida's Vendor Bid System and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in UCF Regulation 7.130(5) at http://regulations.ucf.edu/chapter7/index.html shall constitute a waiver of proceedings under that regulation.</p>
	TOLL FREE NO.	
	FAX NO.	

Government Classifications
Check all applicable

- | | |
|--|---|
| <input type="checkbox"/> African American | <input type="checkbox"/> American Women |
| <input type="checkbox"/> Asian-Hawaiian | <input type="checkbox"/> Government Agency |
| <input type="checkbox"/> Hispanic | <input type="checkbox"/> MBE Federal |
| <input type="checkbox"/> Native American | <input type="checkbox"/> Non-Minority |
| <input type="checkbox"/> Non-Profit Organization | <input type="checkbox"/> Pride |
| <input type="checkbox"/> Small Business Federal | <input type="checkbox"/> Small Business State |

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

GENERAL CONDITIONS

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

1. EXECUTION OF BIDS: Each bid must contain a manual signature of the authorized representative in the space provided above. Each bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the bidder must be initialed. The company name and F.E.I.D. or social security number must appear on each pricing page of the Bidder as required.

2. NO BID SUBMITTED: If not submitting a bid, respond by returning only this bidder acknowledgment form, marking it "NO BID," and explain the reason in the space provided above. Failure to respond without justification may be cause for removal of the bidder's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID," and it must be received no later than the stated bid opening date and hour.

AUTHORIZED SIGNATURE

AUTHORIZED NAME (TYPED/PRINTED)

TITLE

CONTACT NUMBER

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

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

4. PRICES, TERMS AND PAYMENT: Firm prices shall be bid and include all services/commodities rendered to the purchaser.

(a) TAXES: The State of Florida is a tax-immune sovereign and exempt from the payment of all sales, use and excise taxes.

(b) DISCOUNTS: Cash discount for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

(c) MISTAKES: Bidders are expected to examine the conditions, scope of work, bid prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the bidder's risk.

(d) INVOICING AND PAYMENT: All vendors must have on file a properly executed W-9 form with their Federal Employer Identification Number prior to payment processing.

Vendors shall submit properly certified original invoices to:

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

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

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

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

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

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

- if an interest payment is due;
- the amount of the payment; and
- shall ensure timely processing and submission of the payment request in accordance with University policy.

5. CONFLICT OF INTEREST: Submission of this Invitation to Bid (ITB) shall certify that the Bidder is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements of Chapter 112, Florida Statutes and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. The Bidder certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section by the Bidder shall be grounds for rejection of the bid or the cancellation of any contract or purchase order resulting from this ITB, without penalty to the University of Central Florida. No person or firm who receives a contract to perform a feasibility study for potential implementation of a subsequent contract, participates in the drafting of a competitive solicitation, assist in design or develops a program for future implementation shall be eligible to contract with the University of Central Florida for any project dealing with that specific subject matter. Bidders must disclose with their bids any such conflict of interest dealing with that specific subject matter in accordance with chapter 255,FS.

technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. Product substitutions may be submitted for evaluation of equivalency unless specifically indicated otherwise. Bidders shall have burden of proof of equivalency.

7. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality of the services offered on this bid performance of the items offered on this bid prior to their completion, it shall be the responsibility of the successful bidder to notify the purchaser at once, indicating in writing the specific regulation which requires an alteration. The University of Central Florida reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the University.

8. LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county and local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the University of Central Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise: and lack of knowledge by any bidders shall not constitute a cognizable defense against the legal effect thereof.

9. ADVERTISING: In submitting a bid, the Bidder agrees not to use the results therefrom as a part of any commercial advertising.

10. ASSIGNMENT: Any contract or purchase order issued pursuant to this Invitation to Bid and the monies which may become due thereunder are not assignable, except with the prior written approval of the University of Central Florida. Under no circumstances shall the Bidder assign to a third party any right or obligation of the Bidder pursuant to any contract or purchase order resulting from this Invitation to Bid, without prior written consent of the University. If the Bidder is, or during the term of this Invitation to Bid or during the term of any contract or purchase order resulting from this ITB becomes an individual on the payroll of the State of Florida, the Bidder represents that he or she has complied with all applicable provisions of the Florida Statutes and Florida Administrative Code regarding outside or dual employment and compensation.

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

12. PUBLIC RECORDS: Any contract or purchase order issued pursuant to this Invitation to Bid may be canceled unilaterally by the University for refusal by the Bidder to allow public access to all papers, documents, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Bidder in conjunction herewith or any contract or purchase order issued pursuant to this Invitation to Bid.

13. RECORDS: The Bidder agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities pursuant to a contract or purchase order issued pursuant to this Invitation to Bid. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under a contract or purchase order issued pursuant to this Invitation to Bid.. University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of a contract or purchase order issued pursuant to this Invitation to Bid, upon reasonable notice to the Bidder.

6. AWARDS: At the sole discretion of the University of Central Florida, the right is reserved to reject any and all bids or waive any minor irregularity or

Introduction

The objective of this Invitation to Bid (ITB) is to enable the University of Central Florida (UCF) to enter into an agreement with a vendor to provide aquatic maintenance and management services on the Main UCF campus.

The Successful Proposer, if any, will enter into a contract with UCF that provides for the performance of all terms and conditions set forth in this ITB, unless UCF has agreed to accept or negotiate certain terms and conditions.

1. POSTING OF BID TABULATIONS:

- A. Bids will be opened at the Purchasing Department at the assigned date and time identified in this ITB.
- B. Bid tabulations will be posted at such time as the Purchasing Department provides notice of intended decision or until 30 days after a public opening of the bids, whichever is earlier.
- C. Notice of a decision or intended decision of award will be posted for a period of 72 hours.
- D. Failure to file a protest within the time prescribed in UCF Regulation 7.130(5) shall constitute a waiver of proceedings under that regulation.

2. BID OPENING: Bids will be received and opened 1/3/2013 at 2:00 pm in the Purchasing Department, Orlando Tech Center, 12479 Research Parkway, Bldg. 600, Orlando, Florida. Time of opening will be local date and time at this location. **Bidders will submit an original and 2 electronic copies (CD or flash drive preferred). BID DOCUMENTS CAN TO BE OBTAINED AT**
<http://www.purchasing.ucf.edu/bids/index.asp>

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

Any explanation desired by vendors must be requested of the University of Central Florida Purchasing Department in writing by 12/13/2012 at 5:00 pm. Inquiries must be legible and concise and must clearly identify the bidder who is submitting the inquiry (clearly identify on cover of envelope that contents inside are only questions concerning the bid and not the actual bid response), and if an explanation is necessary, a reply shall be made in the form of a written addendum. Specifications, terms and conditions may not be changed except by formal written addendum, issued by UCF, a copy of which will be forwarded to each vendor who has received a set of the bid documents from the University. Vendors obtaining bid documents from any other source must notify the University of their name, address, telephone and facsimile numbers in order to receive any addenda. Direct all inquiries/questions, preferably via email to:

Serena Bell
University of Central Florida
Purchasing Department
12479 Research Parkway, Bldg. 600
Orlando, Florida 32826
Ph. 407-823-2661
Fax 407-823-5551
Serena.bell@ucf.edu

4. **PARKING:** The Payee shall ensure that all vehicles parked on campus for purposes relating to work resulting from this ITB shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with University's Parking Services Department, and parking permits must be purchased by the Payee. Payee's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of Payee or Payee's employees. UCF's Parking Services Department can be contacted at (407) 823-5812 for additional information pertaining to parking and parking fees/rates.
5. **EMPLOYMENT OF ALIENS:** The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract by the University without penalty to the University.
6. **AVAILABILITY OF FUNDS:** The obligations of the University under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.
7. **AWARD:** Award will be on an "All-or-None" basis.
8. **CANCELLATION/TERMINATION:** UCF may terminate a contract resulting from this ITB without cause on thirty (30) days' advanced written notice to the vendor. The parties to the contract resulting from this ITB may terminate that contract at any time by mutually consenting in writing. Either party may terminate the contract resulting from this ITB immediately for breach by the other that remains substantially uncured after thirty (30) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party. The University shall be liable only for payment for services satisfactorily rendered or goods satisfactorily delivered and accepted from the date of commencement until the effective date of cancellation/termination.
9. **TERM OF CONTRACT:** The contract resulting from this ITB, if any, will be for a one (1) year term beginning approximately January 1, 2013 with UCF and the selected service provider having the option to renew for an additional four (4), one (1) year periods , as mutually agreed to by both parties. No renewal period will exceed the initial term nor will cumulative renewals exceed 10 years.
10. **PAYEE INSURANCE.** For all purchases under this ITB of \$10,000 or below, Payee will have and maintain types and amounts of insurance that at a minimum cover the Payee's (or subcontractor's) exposure in performing any contract resulting from this ITB. For all purchases that exceed \$10,000 (i.e. \$10,000.01 and up) and/or all purchases that require a UCF Safe Form, Payee will have and maintain general liability insurance of one (1) million dollars and Payee shall send a copy of Payee's insurance certificate (prior to commencement of Payee's performance or delivery hereunder) to the following address by email, fax or mail:

e-mail: ehs@ucf.edu
Fax: 407-823-0146
Mail: University of Central Florida
PO Box 163500
Orlando FL 32816-3500

UCF has the right to deviate from any of the above insurance requirements, if UCF, at UCF's sole discretion decides to do so. If UCF decides to deviate from the above noted insurance requirements, UCF will inform the Payee in writing in those particular circumstances. Unless UCF notifies a Payee in writing that UCF is willing to deviate from the insurance requirements

noted above, all of the above insurance requirements shall apply to the Payee. The University and its Board of Trustees shall be listed as additional insured on any certificate issued and the Certificate Holder is to read the following:

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

INSURANCE, WORKER'S COMPENSATION

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

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

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

12. PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on Florida's convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded, or perform work as a contractor, supplier, subcontractor, or consultant under, a contract with any public entity, and may not transact business with any public entity in excess of the bid limit for that public entity, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

13. IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. If none, or all of the tied vendors have a drug-free workplace program, vendors with Florida as their primary location will receive preference. Failing the above, a coin flip will be used to determine the winning vendor. In order to have a drug-free workplace program, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- D. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

14. **EQUAL OPPORTUNITY STATEMENT:** The State Universities have established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibits discrimination based on race, creed, color, sex, age, national origin, marital status or religion. To be considered for inclusion as a supplier under this agreement, the bidder commits to the following:

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

If you have already complied with the above, please initial: _____

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

The Payee who created, produced, developed or fabricated the Materials hereunder (or under any contract resulting from this ITB) assigns all of his/her right, title and interest in the Materials to the University. The University shall own all right, title and interest in the Materials. The Payee agrees upon request to execute any documents necessary to perfect the transfer of such title to

the University. The Materials shall be to the University's satisfaction and are subject to the University's approval. The Payee bears all risk of loss or damage to the Materials until the University has accepted delivery of the Materials. The University shall be entitled to return, at the Payee's expense, any Materials which the University deems to be unsatisfactory. On or before completion of the Payee's services hereunder, the Payee must furnish the University with valid and adequate releases necessary for the unrestricted use of the Materials for advertising or trade purposes, including model and property releases relating to the Materials and releases from any persons whose names, voices or likenesses are incorporated or used in the Materials.

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

16. AMENDMENTS. No changes or amendments to an agreement resulting from this ITB are binding on the University unless made in legible writing that is signed by an attorney in the University's General Counsel's Office and an authorized UCF signatory. Payee shall return an agreement resulting from this ITB to the University's Purchasing Department at once with a written explanation if the agreement resulting from this ITB is not acceptable in its entirety.

17. EXPORT CONTROL. The parties shall comply with all applicable U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799 and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC), in the performance of an agreement resulting from this ITB. The parties agree that no technology, related data or information will be exchanged or disseminated under such agreement nor any collaboration conducted pursuant to such agreement, which are export controlled pursuant to the export control laws of the United States, including the EAR and the ITAR and any other applicable regulations. The Parties agree that the Payee will not provide the University with any ITAR or EAR restricted technology and/or related data, and that any ITAR or EAR restricted technologies and/or data produced in furtherance of the agreement resulting from this ITB, if any, will be in the exclusive possession of the Payee and at no time will any export controlled technologies, related data, or information be intentionally or inadvertently transferred to the University, its facilities, labs, staff, researchers, employees, officers, agents, servants or students in the performance of that agreement.

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

18. **FORCE MAJEURE.** No default, delay or failure to perform on the part of UCF or the Vendor shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond the Vendor's or UCF's reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, default of common carrier. In the event of such default, delay or failure to perform due to causes beyond the Vendor's or UCF's reasonable control, any dates or times by which the parties are otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of the parties.
19. **INDEMNIFICATION.** Payee shall hold the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of Payee, its employees, its agents or of others under Payee's control and supervision. If any part of a delivery to the University pursuant to an agreement resulting from this ITB, if any, is protected by any patent, copyright, trademark, other intellectual property right or other right, Payee also shall indemnify and hold harmless the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.
20. **INDEPENDENT CONTRACTOR.** Each of the parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one party as employees or agents of the other party.
21. **NO JOINT VENTURE.** Nothing contained in an agreement resulting from this ITB, if any, shall be construed to create a joint venture, partnership, or other like relationship between the parties.
22. **LEASED EQUIPMENT.** The risk of loss or damage to leased equipment, goods or property shall not transfer to the University except as provided in §680.219, Florida Statutes. Any security interest in the leased equipment, goods or property granted to Payee contrary to AGO 79-72 and AGO 80-9 is null and void. Limitation of remedies provisions, which are unconscionable under applicable Florida law, are void.
23. **MATERIAL SAFETY DATA SHEET (MSDS).** In compliance with Florida Statutes, Ch. 442, a Material Safety Data Sheet (MSDS) must accompany any applicable item delivered under an agreement resulting from this ITB, if any.
24. **WAIVER/REMEDIES.** No failure or delay by a party hereto to insist on the strict performance of any term of an agreement resulting from this ITB, if any, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of such agreement, but each and every term of such agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in an agreement resulting from this ITB, if any, are cumulative and not exclusive of the remedies provided by law or in equity.
25. **QUALIFICATION OF BIDDERS:** This bid will be awarded only to a responsible bidder, qualified by experience and in a financial position to provide the items specified. In order to facilitate the prompt award of this bid, the bidder shall be prepared to submit, upon request by the University, the following:
 - A. Experience record showing bidder's training and experience in similar work.
 - B. List and brief description of similar work satisfactorily completed with location dates of contracts, names and addresses of owners.

- C. List of equipment and facilities available to do the work.
- D. Copy of license to do business in the State of Florida.

26. DISPOSITION OF BIDS; FLORIDA PUBLIC RECORDS LAW COMPLIANCE

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

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

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

CERTIFICATION

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

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

BID SHEET

Item Description	Monthly Cost	Yearly Cost
Aquatic Maintenance and Management Services for all eighteen (18) water bodies, as defined below in the scope of services.	\$	\$

Requirements:

Vendors submitting bids must carry insurance, hold appropriate licensure to apply pesticides and herbicides in aquatic systems within the State of Florida, and have experience working in complex urbanized environments. Experience on University campuses or municipalities preferred.

Scope of Services:

1. Plans for the scope of aquatic maintenance and management services

The vendor will provide these services in a professional manner, following UCF safety precautions. Drinking alcoholic beverages or using other intoxicants, inappropriate behavior, misconduct, and not wearing approved uniforms will result in non-compliance with this contract.

Please note: No formal site visit will be scheduled. Bidders are encouraged to review the sites at their leisure, but are not authorized to park on the side of the road or next to pond edges. Appropriate parking permits will need to be granted by visiting the self-service station in any campus parking lot.

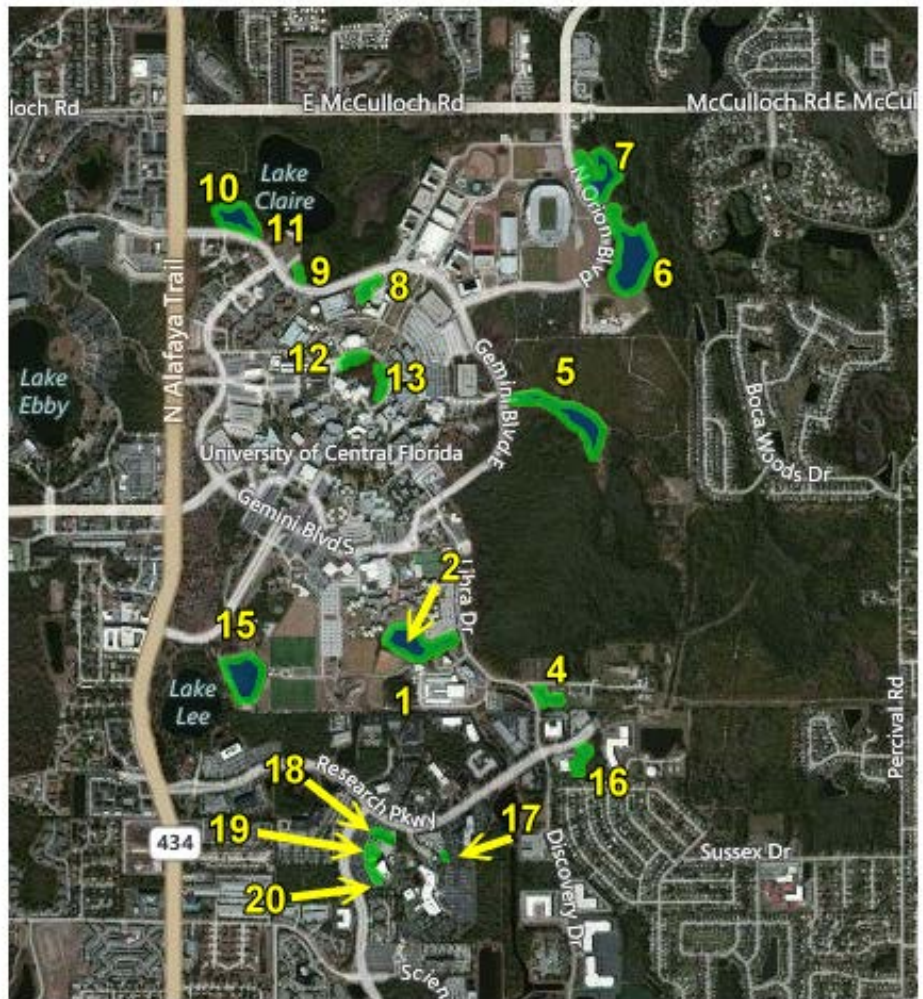
Vendor shall provide a tentative action plan for each of the services below, including personnel and equipment to be used.

A. Ability to manage EIGHTEEN (18) water bodies at UCF (see figure 1), which will include:

1. Algae and aquatic weed control
2. Shoreline grass control to the water's edge
3. Invasive grass control throughout water body
4. Littoral shelf maintenance
 - Spot spraying as required to maintain in compliance with governing agencies for the control of all nuisance and exotic species
5. Water chemistry testing monthly
6. Triploid grass carp stocking and permitting
7. Inspection with monthly reports to be submitted to LNR
8. Inspection of these waterways should be done a minimum of TWENTY-FOUR (24) times a year (twice monthly).

B. Vendor to submit monthly report(s) indicating treatments applied, if any, to each water body, and the types and amounts of treatment with dates of application.

Figure 1: Eighteen water bodies to be maintained on UCF's main campus



2. **Previous experience with large job sites**
 - A. Vendor should explain their experience with complex job sites.
 - B. Please provide details on number of accounts, projects, and length of service contract for sites with 15 water bodies or more.
 - C. Provide at least three (3) letters of recommendation from previous contract holders, and/or contacts who can serve as a reference to previous work.
3. **Personnel Plan: number of supervisors and number of employees**
 - A. Vendor will designate one onsite supervisor as the primary point of contact for the project. The supervisor is to be available for contact to UCF by phone at all times during water body maintenance, for any issues that may arise. Vendor will provide the University's point of contact with the cell phone number of the Vendor's point of contact.
 - B. Vendor will provide appropriate level of supervision for the number of staff assigned the job.
 - C. Vendor will ensure services are provided in a professional manner, following UCF safety precautions. Inappropriate behavior, misconduct, and not wearing approved uniforms will result in non-compliance with this contract.
4. **Badging, Identification, and Uniforms**
 - A. At all times, employees will wear approved uniform shirts with clearly visible vendor identification badges with photos.

- B. Support vehicles will be clearly marked with vendor names and contact information.
- 5. **Employee Verification: background checks, citizenship**
 - A. Vendor will be responsible for any damages to UCF personnel, students, visitors, and property.
 - B. Vendor must ensure, to the best of their ability, that no employee working this contract is an illegal alien, or is a sex offender. Criminal background checks and signed certification that the company takes full responsibility for their workers' actions and that their employees are citizens will be provided.
- 6. **Drug and Alcohol Free/ No Smoking on Campus**
 - A. Vendor must maintain a Drug-Free workplace.
 - B. Vendor must abide by UCF's Non-Smoking policy while on campus.
- 7. **Equipment Plan: Vehicles and other necessary equipment**
 - A. Vendor employees should be outfitted with appropriate personal protective equipment.
 - B. Vendor will provide appropriate equipment to accomplish this scope of work.
- 8. **Pricing**
 - A. Vendor will provide a monthly cost for this scope of services.
- 9. **Vendor will maintain their own insurance coverage**
 - A. This will include: Workman's Compensation, General Liability, Property Damage, Products and Completed Operations Liability, and Automobile Liability.

Does your bid meet our specifications exactly? ___ Yes ___ No

If No, please detail how your bid meets or exceeds the specifications of the required item(s) and provide proof that verifies your claim.

Prices quoted are good for at least _____ days following bid opening.

Delivery will be _____ days after receipt of order.

F.O.B. delivered to UCF

Payment terms: _____.

I certify that I am an officer of the company or am otherwise authorized to contract in the name of the company for these items, and that all items bid meet all details of the documents comprising this invitation except as noted above.

COMPANY NAME

AUTHORIZED SIGNATURE

MAILING ADDRESS

PRINTED NAME

CITY, STATE, ZIP CODE

TITLE

FEDERAL EMPLOYER ID NUMBER

(_____)_____
PHONE NUMBER

E-MAIL ADDRESS

(_____)_____
FAX NUMBER