UNIVERSITY OF NORTH FLORIDA
PURCHASING DEPARTMENT

Request for Proposal #14-20
Titled
Athletic Grounds Maintenance
to Include Fertilization, Weed and Pest Control

Please mark all sealed proposal submissions with the following information:

RFP #14-20
April 11, 2014 @ 2 p.m.

If Vendor is not submitting a solicitation response, Vendor should respond by returning this solicitation document and marking it “NO RESPONSE”.
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1.0 OVERVIEW

1.1 Statement of Objective
The University of North Florida Board of Trustees is issuing a competitive solicitation for athletic grounds maintenance to include fertilization, weed and pest control. The initial term of any agreement(s) resulting from this Request for Proposal (RFP) will be for one year. The University will have the option to renew for three additional one year periods upon mutual consent of both parties to the Agreement; renewals are not automatic. The Successful Vendor’s performance is expected to begin on July 1, 2014.

1.2 Use of Agreement by Other Governmental Agencies
At the option of the Vendor, the use of any agreement resulting from this competitive solicitation may be extended to other governmental entities including the State of Florida, its agencies and political subdivisions, counties, cities and any university in the State University System. Each such entity using such agreement shall do so independently of UNF and shall be solely responsible for its own purchases.

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

2.0 DEFINITIONS

2.1 Agreement/Contract
All types of agreements entered into by the University, regardless of what they may be called, for the procurement of materials, services, construction or the disposal of materials. The meaning of agreement or contract is interchangeable.

2.2 Customer or Client
Unless otherwise implied by the context of the specific provision within this RFP, “Customer” means a customer or client of the Vendor other than the University.

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

2.4 Must, Shall, Will
Indicates a mandatory requirement; failure to meet these mandatory requirements may result in rejection of the proposal as non-responsive.

2.5 Proposal
The entirety of the Vendor’s responses to each point of the RFP, including any and all supplemental offers or information not explicitly requested within the RFP.
2.6 Request for Proposal (RFP)
A written or electronically posted solicitation for competitive proposals for commodities or contractual services designating the title, date and hour of the public opening. The Request for Proposal is used when the scope of work is not clearly defined and price is not the sole deciding factor in the evaluation of the responsive replies.

2.7 Response
Same as Proposal.

2.8 Successful Vendor
Any entity who is awarded a contract under this competitive solicitation.

2.9 University or UNF
The University of North Florida Board of Trustees is the public body corporate of the University.

2.10 Vendor
Any entity who submits a timely solicitation response to this competitive solicitation.

2.11 Vendor's Proposal
Same as Proposal.

2.12 Vendor's Response
Same as Proposal.

2.13 Website
The UNF Purchasing Department website at http://www.unf.edu/anf/purchasing/

3.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS

3.1 Original RFP Document
The UNF Purchasing Department shall retain the RFP and all related terms and conditions, exhibits and other attachments in original form, in an archival copy. Any modification of these in the Vendor's submission is grounds for immediate disqualification.

3.2 University Demographics / Entity Status
The University fosters the intellectual and cultural growth and civic awareness of its students, preparing them to make significant contributions to their communities in the region and beyond. At UNF, students and faculty engage together and individually in the discovery and application of knowledge. UNF faculty and staff maintain an unreserved commitment to student success within a diverse, supportive campus culture.
The University is committed to values that promote the welfare and positive transformation of individuals, communities and societies.
We value:
- The pursuit of truth and knowledge carried out in the spirit of intellectual and artistic freedom
- Ethical conduct
- Community engagement
- Diversity
- Responsibility to the natural environment and
- Mutual respect and civility.

For any additional information about the University, please visit the University’s website at www.unf.edu.

3.3 Calendar of Events

Unless otherwise revised by an addendum to this competitive solicitation, the dates and times by which stated actions will be taken or completed are listed below. If UNF determines, in its sole discretion, that it is necessary to change any of these dates and times it will issue an addendum to this competitive solicitation which will be posted on the website. All times listed are Eastern Standard Time (EST).

March 14, 2014  Competitive solicitation released and posted to website.

March 27, 2014  Mandatory pre-proposal conference to be held at the following place and time: Hodges Stadium Press Box at 10 a.m.

April 2, 2014  Last day for UNF to receive communications and/or inquiries from Vendors regarding the competitive solicitation via email to Linda Hubbart-Williams at linda.hubbart-williams@unf.edu and Sandra Milesevic at s.milesevic@unf.edu.

April 8, 2014  UNF will respond to inquiries and requests for clarifications by posting an addendum on the website.

April 11, 2014  Deadline to receive solicitation responses from Vendors is 2 p.m. with the solicitation opening immediately thereafter at UNF Hicks Hall, Suite 2950, 1 UNF Drive, Jacksonville, Florida, 32216. Any solicitation responses received after this date and time shall be deemed non-responsive.

The Purchasing Department will post notice of changes to any of the above dates and/or times and will provide advance notice of any pre-proposal meetings and evaluation committee meetings related to this competitive solicitation by posting the information on the UNF Purchasing Department’s website at http://www.unf.edu/anf/purchasing (“the Website”). Vendor is solely responsible for checking the Website periodically in order to verify whether any changes have been made to the Calendar, or whether any meetings have been scheduled. UNF reserves the sole discretion over the conduct of any meetings and the extent, if any, those attending may participate in such meetings.
3.4 Pre-Proposal Conference (mandatory)
Purchasing is conducting a mandatory pre-proposal conference, to include a pre-proposal site visit, for Vendors who intend to respond to this RFP on the date, time and location as noted below. The purpose of the conference is to provide information and allow for questions and answers regarding terms, conditions or specifications of the RFP. Clarifications and answers to any questions will be confirmed, in writing, in the form of an addendum to the Request for Proposal prior to the proposal opening. Failure to attend this meeting will result in the rejection of your proposal.

Date & Time: March 27, 2014 at 10 a.m.
University of North Florida
Hodges Stadium Press Box

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

3.5 Pre-Proposal Site Visit (See section 3.4)

3.6 Special Accommodations
If special accommodations are needed in order to attend a pre-proposal meeting, a proposal opening or presentation, contact the Purchasing office at 904-620-2730 no later than three business days prior to the event.

3.7 Proposal Preparation Instructions

3.7.1 Vendor’s Understanding of the RFP
In responding to this RFP, the Vendor accepts full responsibility to understand the RFP in its entirety and in detail, including making any inquires to the University as necessary to gain such understanding. Questions regarding the terms, conditions or specifications of this RFP document should be written and submitted in accordance with Paragraph 3.7.4. no later than the stated deadline for questions at 3 p.m. on April 2, 2014

3.7.2 University Provides Information in Good Faith without Liability
All information provided by the University in this RFP is offered in good faith. Individual items are subject to change at any time. The University makes no certification that any item is without error. The University is not responsible or liable for use of any information or for any claims based on the information.

3.7.3 Verbal Communication
Vendors are not entitled to rely upon communications from the University except as provided by the University in writing.
3.7.4 Questions, Communications and Inquiries between the University and Vendors

All Vendor inquiries, questions and requests for clarification related to this RFP shall be directed, in writing, to Sandra Milesevic at s.milesevic@unf.edu and Linda Hubbart-Williams at linda.hubbart-williams@unf.edu.

3.7.5 Addenda and the University’s Response to Communications from Vendor

The University will make a good-faith effort to provide a written response to each question or request for clarification that requires an addendum within the time frame set forth in Section 3.3.

The University has no obligation to furnish addenda by any other means than posting to its Website.

The University will not respond to any questions/requests for clarification that require an addendum after the date identified in Section 3.3.

3.7.6 Pricing and/or Revenue Proposal

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

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

3.7.7 Revisions to the RFP

The University may revise any part of this RFP for any reason by issuing addenda. The University will communicate additional information and addenda to this RFP by posting them on the Website.

Vendors are responsible for the information contained in such addenda. The University is under no obligation to communicate such addenda to Vendors other than posting to the Website.
University may determine whether an addendum will be considered as part of this RFP and/or as part of any contract resulting therefrom. The University shall reject Vendors’ responses to addenda if such responses are received after the RFP opening date and time.

3.7.8 **Attention to Terms and Conditions**
Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions, Section 4 of this RFP. Questions regarding the terms, conditions or specifications of this RFP document should be written and submitted in accordance with Paragraph 3.7.4. no later than the stated deadline for questions on April 2, 2014 at 3 p.m.

Proposals that are contingent upon any changes to these terms and conditions may be deemed to be non-responsive and may be rejected by the University at its sole discretion and render the vendor ineligible for evaluation or award. When there are no stated exceptions in the proposal it shall be assumed that the vendor will comply with the requirements without qualification and may not re-negotiate contract terms after the best and final offers have been submitted or during the signing of a contract agreement, if awarded.

3.7.9 **Required Signature**
The University may reject any Vendor’s response if it is not fully completed and signed with legal authority where indicated.

3.7.10 **Proposal Organization**
Original proposal and all copies must be on 8 ½ x 11 text weight paper using binding tabs that will facilitate the distribution and evaluation of the proposals.

**Response Format**

- Submit one copy of the initial response on CD or PC compatible disk, preferably in Word® and/or Excel®. The original response must contain the original manual signature of the authorized person signing the proposal and the electronic copy of the proposal. The ‘Pricing’ response shall be in the format provided in Section 5.3.
- Submit one original and five copies of the Vendor’s proposal in hard copy form.
- The outer carton of the response must include the RFP number and title, company name and due date.
- The Vendor’s response must include the information and required submittals described, tabbed and numbered as indicated in “Tabular/Paginated Format” shown below with all information appearing in the tab in which it was requested.
- Questions and requests for information may not be rearranged, regrouped or divided in any way.
- All information and required submittals requested must be in hardcopy and included in your written response.
- Information submitted that is not requested by the University may be considered to be supplemental and not subject to evaluation by the committee members.
- If there is any information or required submittals which, due to size or binding, cannot be incorporated following the proper tab, the Vendor must provide information following the numbered tab telling the evaluator where the information can be found in the response.
• Paper copies of responses must be tabbed, headed and numbered exactly as outlined in each section and the required information must be provided in the section under which it was requested by University. Responding companies may not combine or reorganize the headings and/or requests for information or indicate that the information will be included in another section.

Failure to adhere to these conditions shall cause your response to be rejected without further evaluation.

Tabular / Paginated Format

• **Tab 1**: A one to two page executive summary of the Vendor’s proposal, including brief descriptions of the company’s expertise procuring a contract the size and scope described in the RFP and how the Vendor plans to address the University’s requirements.

• **Tab 2**: Signed Certification of Proposal and signed and completed acknowledgement forms for any addenda issued.

• **Tab 3**: Contact name(s) and title(s) of the individual(s) responsible for the company’s proposal during this RFP process. Please include the organizational chart beginning with your account management team through CEO of your company.

• **Tab 4**: Corporate Governance Documents, including Vendor’s W9 form and Vendor Application (both available on the UNF Purchasing department website), and Certificate of Good Standing from Vendor’s state of incorporation, if other than Florida. All fertilizing and pesticide service applications must be made by a licensed contractor in Duval County and the State of Florida. A copy of such licenses is required with the bid package.

• **Tab 5**: A listing of the company projects/customers similar in size and scope to the services described in the RFP, both current and past customers. This list must include the name, address, telephone and email address of the client contract administrator. If applicable, please list examples of services rendered in the State of Florida, particularly with institutions of higher learning.

• **Tab 6**: Please describe the process of producing “best value” for the University and its users through creative marketing, small business and diversity programs, “green” initiatives, and/or other programs.

• **Tab 7**: As defined below (Section 3.9), please describe any financial considerations and flexibility of the Vendor.

• **Tab 8**: Product and Service Pricing (Section 5.3)

3.7.11 **Collusion Prohibited**

In connection with this RFP, Vendor collusion with other Vendors or employees thereof, or with any employee of the University, is prohibited and may, at University’s option, result in Vendor disqualification and/or cancellation of award. Any attempt by the Vendor to subvert or skirt the principles of open and fair competition may result in Vendor disqualification and/or cancellation of award.

3.7.12 **Conflict of Interest**

In connection with this RFP, each Vendor shall ensure that no material conflict of interest exists between or among the Vendor, the University and any other party to this RFP. The University reserves the right to determine the materiality of such conflict and to decide whether or not Vendor disqualification and/or cancellation of award shall result.
3.7.13 Corrections, Changes, and Providing Information on Forms within the RFP

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

3.7.14 Solicitation Security (Not Applicable)

3.7.15 Performance and Payment Bond (Not Applicable)

3.7.16 Anti-Kickback

Vendor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Vendor is prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

3.8 Proposal Submission and Subsequent Opening

Proposals must be sealed and delivered to the University at the address set forth in Section 3.3 or prior to April 11, 2014 at 2 p.m. The University shall not accept proposals received by facsimile or email. The University shall, at the specified opening date and time, open all proposals that are otherwise in order. The University will allow interested parties to attend such opening for purposes of identifying which Vendors have responded. The University will make no immediate decision at such time and there will be no disclosure of any information contained in any proposal until the earlier of (i) the time University provides Notice of Intended Decision or (ii) 30 days after the final competitive sealed proposals are all opened, whichever occurs earlier, at which time Vendor proposals become public record as set forth in §119, Fla. Stat. When multiple solicitations have been scheduled to open at the same date and time, the University will open solicitations that have interested individuals present in sequential order by solicitation number. The University will hold unopened any proposals received after the opening date and time and will not consider such proposals. The University reserves the right to retain or dispose of such unopened proposals at its discretion; however, the University may return such proposals to their Vendors at such Vendor’s request and at no cost or expense whatsoever to the University.

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

Each proposal package submitted must clearly show the proposer’s company name, proposal number and opening date and time on the outside. Each proposer is fully responsible for ensuring that its proposal is timely received and shall assume the risk of non-delivery or untimely delivery caused by its chosen delivery method whether by US Mail, public carrier or otherwise.

3.9 Proposal Costs

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

3.10 **Faxes or Emails Not Accepted; Sealed Proposals Required**
The University shall NOT accept proposals received by fax or email or proposals NOT contained in sealed envelope(s) or other sealed packaging.

3.11 **Number of Proposal Copies to be Submitted**
Vendors are to submit one original and five copies.

3.12 **Bindings and Marking**
Vendors shall ensure that the original and each copy are individually bound. When submitting a proposal, Vendors shall ensure that proposals are clearly marked; for example, as “Original of RFP # 14-20”, “Copy One of RFP #14-20”.

3.13 **Marking of Envelopes**
Vendors shall ensure that the sealed submittal envelope(s) or package clearly and conspicuously displays the following identifying information in addition to any other information otherwise required for transmittal:

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RFP# 14-20
April 11, 2014
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3.14 **Withdrawal of RFP**
Vendors may withdraw their proposals any time prior to the RFP opening date. Vendors may request to withdraw their proposals after the RFP opening date and time prior to selection and Notice of Intended Decision. The University shall have sole authority to grant or deny such a request. In the event the University grants such a request, it may withhold issuing future RFP’s to such Vendors.

3.15 **University’s Right to Use Vendor’s Ideas/Proprietary Information**
If the Vendor needs to submit proprietary information with the proposal, the Vendor shall ensure that it is enclosed in a separate envelope from the proposal and that it is clearly designated and conspicuously labeled as such. Selection or rejection of the proposal shall not affect the University’s right of use; provided, however, that the University will, in good faith, honor the confidentiality of any Vendor information that is clearly designated and conspicuously labeled as proprietary. Vendor information labeled proprietary shall be maintained as confidential subject to limitations in Florida and Federal law, including the Florida Public Records law and the order of any court of competent jurisdiction. Pricing information cannot be considered proprietary. The University shall not be liable in any manner, or in any amount, for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know, or could not have reasonably known, that such information was proprietary.

3.16 **Evaluation Process and Award**

3.16.1 **Contractual Intent/Right to Terminate and Recomence RFP Process**
The University intends to contract with one or more Vendors whose proposal(s) are considered
to be in the best interests of the University. However, the University may terminate this RFP process at any time up to Notice of Intended Decision, without prior notice, and without liability of any kind or amount. Further, the University reserves the right to commence one or more subsequent RFP processes seeking the same or similar products or services covered hereunder.

3.16.2 Effective Period of Proposals
Under this RFP, the University shall hold that Vendors’ responses to this RFP shall remain in effect for a period of 90 days following the opening date in order to allow time for evaluation, approval and award of the contract. Any Vendor who does not agree to this condition shall specifically communicate in its proposal such disagreement to the University along with any proposed alternatives. This University may accept or reject such proposed alternatives without further notification or explanation.

3.16.3 Errors and Omissions in Vendor’s Proposals
The University may accept or reject any Vendor’s proposal, in part or in its entirety, if such proposal contains errors, omissions or other problematic information. The University may decide upon the materiality of such errors, omissions or other problematic information.

3.16.4 Determination of, and Information Concerning, Vendor’s Qualifications
The University reserves the right to determine whether a Vendor has the ability, capacity and resources necessary to fully perform any contract resulting from this RFP. The University may request from Vendors information it deems necessary to evaluate such Vendors’ qualifications and capacities to deliver the products and/or services sought hereunder. The University may reject any Vendor’s proposal for which such information has been requested but which the Vendor has not provided. Such information may include, but is not limited to:

- Financial resources
- Personnel resources
- Physical resources
- Internal financial, operating, quality assurance and other similar controls and policies
- Resumes of key executives, officers and other personnel pertinent to the requirements of the RFP
- Customer / Client references
- Disclosure of complaints or pending actions, legal or otherwise, against the Vendor.

3.16.5 Apparently Conflicting Information Obtained by Vendor
The University is under no obligation whatsoever to honor or observe any information that may conflict, or appear to conflict, with any provision herein, regardless of whether such information be obtained from any office, agent or employee of the University. Such information shall not affect the Vendor’s risks or obligations under an agreement resulting from this RFP.

3.16.6 Rejection of Vendor Counter-offers, Stipulations and Other Exceptions
Any Vendor exception, stipulation, counter-offer, requirement, and/or other alternative term or
condition shall be considered rejected unless specifically accepted, in writing, by the University and thereafter incorporated into any contract resulting from this RFP.

### 3.16.7 Method of Award

The evaluation of each response to this RFP will be based on its overall competence, compliance, format and organization. The Award shall be made to the responsible Vendor whose proposal is determined to be the most advantageous to the University taking into consideration the evaluation criteria listed below. Pricing may be a criterion, but the responses with the lowest pricing shall not necessarily be the awarded Vendor.

**Evaluation Criteria**

- **Experience (45 Points)** – Document experience of the prospective vendor working with projects of similar size and scope specifically experienced in providing turf care services at athletic facilities. Include name/contact information for three facilities served with at least one active/current customer that can provide an excellent satisfaction rating.
- **Cost (40 Points)** – Cost Proposal
- **Qualifications (15 Points)** – Document the qualification level of prospective vendor’s staff that will be devoted to fulfilling contract obligations. Submit resumes or biographies of staff members who would be working on UNF projects and identify their areas of responsibility.

### 3.16.8 Selection and Additional Information

Although the University reserves the right to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive Vendor(s) without further discussion or prior notice. The University presumes that any proposal is a best-and-final offer.

### 3.16.9 Pre-Award Presentations

The University reserves the right to require presentations from the highest ranked Vendor(s) in which they may be asked to provide information in addition to that provided in their proposals. Such presentations may include discussions relating to proprietary information, ability to perform and specific provisions of a Vendor’s response. Presentations are not public meetings.

### 3.16.10 Protests

Any vendor / interested person who is disputing the specifications or is adversely affected by a decision or intended decision concerning this competitive solicitation or contract award and who wants to protest such specifications, decision or intended decision shall file a protest in compliance with the Florida Board of Governors’ (BOG) regulations. Failure to file a protest in accordance with University of North Florida Regulation 13.0020R or failure to post the bond or other security as required in UNF Regulations 13.0020R and 13.0030R shall constitute a waiver of protest proceedings.
3.16.11 Vendor’s Need to Use Proprietary Rights of the University

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

3.16.12 Open Meetings Requirements/Public Records

Pursuant to §286.0113, Fla. Stat., evaluation committee meetings are not open to proposers or other members of the public at which a vendor makes an oral presentation or at which a vendor answers questions.

A complete recording (i.e. audio recording or transcript) must be made of these closed meetings. These recordings are exempt from disclosure under the public records law until the Purchasing Department posts Notice of Intended Decision or until 30 days after sealed replies are all opened, whichever occurs first. If all sealed replies are rejected, the recordings remain exempt until the Purchasing Department posts a Notice of a Decision concerning the reissued RFP or until the Purchasing Department withdraws the reissued RFP. The exemption period cannot exceed 12 months after the initial Purchasing Department notice rejecting all replies.

3.16.13 Preference for Florida Based Vendors for Purchases of Personal Property (Not Applicable)

4.0 AGREEMENT TERMS AND CONDITIONS

The following are the terms and conditions that will become part of any Agreement consummated between the University and the Successful Vendor. In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Agreement, Best and Final Offer, Addenda to RFP, Request for Proposal.

4.1 Actions of Successful Vendor

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

4.2 Advertising; Use of University Marks

The Successful Vendor shall not advertise or publish information concerning the Agreement including, without limitation, advertising that the University is a customer or client of Successful Vendor and shall not utilize University marks without prior written consent of the University.

4.3 Americans with Disabilities Act

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

4.4 Certification

By signature on the “Proposal Certification” form included under Section 5.0, the Vendor certifies that the submission of the proposal did not involve collusion or other anti-competitive practices. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in
connection with the submitted proposal. In addition, Vendor certifies whether or not an employee of the University has, or whose relative has, a substantial interest in any Agreement subsequent to this RFP. Vendor also certifies their status with regard to debarment or suspension by any federal entity.

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

4.5 Conflict of Interest
The award hereunder is subject to the provisions of §112, Fla. Stat. Vendors must disclose with the proposal the name of any officer, director or agent of Vendor who is, or whose spouse or child is, an employee of the University. Further, all Vendors must disclose the name of any University employee who owns, directly or indirectly, an interest of 5 percent or more in the Vendor’s firm or any of its branches.

4.6 Discrimination
No entity or affiliate of any such entity which has been placed on the convicted Vendor list, suspended Vendor list, discriminatory Vendor or federal excluded parties list may (a) submit a bid on a contract to provide goods or services to the University (b) submit a bid on a contract with the University for the construction or repair of a public building or public work (c) submit proposals on leases of real property to the University (d) award or perform work as a Vendor, supplier, subcontractor or consultant under contract with the University or (e) transact business with the University.

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

4.8 Equal Opportunity Statement
The University of North Florida Board of Trustees has established equal opportunity practices that conform to both the spirit and the letter of all laws and regulations that prohibit discrimination based on race, creed, color, sex, sexual orientation, age, national origin, marital status or religion including, without limitation, the provisions of Executive Order 11246 (EEO and Affirmative Action Guidelines for Federal Contractors Regarding Race, Color, Gender, Religion and National Origin) and the provisions of University of North Florida Regulation 1.0040 (Equal Opportunity and Diversity Statement). The contracting party will adhere to such provisions and provide to the University, upon request, evidence
of compliance with such provisions. A failure to so adhere or to provide such evidence shall constitute a material default under the agreement.

4.9 Federal, State and Local Taxes, Licenses and Permits
Successful Vendor is solely responsible for complying with all laws, ordinances and regulations on taxes, licenses and permits as they may apply to any matter under this RFP. The Successful Vendor must demonstrate that it is duly licensed by any regulatory body governing its performance during the term of this Agreement. Prior to the commencement of Agreement, the Successful Vendor shall be prepared to provide evidence of such licensing as may be requested by the University. Successful Vendor shall, at no expense to the University, procure and keep in force during the entire period of the Agreement all such permits and licenses.

4.10 Inspection; Audit; Document Retention
The Vendor agrees to maintain at its place of business records, books, account information and related materials relevant to this Agreement. The University and the Auditor General of the State of Florida, or any of their authorized representatives, will have the right upon reasonable notice to inspect such materials or obtain copies thereof, whether by their own representatives or by certified public accountants, during reasonable business hours and in a manner that does not disrupt the Vendor’s business operations. The Vendor agrees to retain any documents relevant to the Agreement for a period of at least three years after the final payment or termination of the Agreement, whichever is later. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute resolved. The Vendor’s invoices for payment or other compensation shall be submitted in detail sufficient for proper pre-audit and post-audit review. The Vendor agrees to include this provision in any contract it has with any subcontractor, consultant or agent whose services will be charged directly or indirectly to the Agreement.

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

4.12 Modifications
The Agreement can be modified or rescinded only by a writing signed by both parties and their duly authorized agents.

4.13 Non-Discrimination
The parties agree to be bound by applicable state and federal rules governing equal employment opportunity and non-discrimination.

4.14 Ownership of Documents
All drawings, maps, sketches, documents, records, programs, database, reports and other data developed or purchased under this Agreement, for or at the University’s expense, shall be and remains the University’s property without restriction, reservation or qualifications. The Successful Vendor may retain copies necessary for recordkeeping documentation and all such other business purposes related
4.15 **Sales and Use Tax**
The Successful Vendor agrees to comply, and to require all of his subcontractors to comply, with all the provisions of applicable law. The Successful Vendor further agrees to indemnify and hold harmless the University from any and all claims and demands made against it by virtue of the failure of the Successful Vendor, or any subcontractors, to comply with the provisions of any and all said laws. The University is exempt from state sales, excise and use taxes.

4.16 **Sexual Harassment**
Federal law and the regulations and/or policies of the University prohibit sexual harassment of University employees or students or other persons on the University campus. Sexual harassment includes any unwelcome sexual advance, any request for a sexual favor or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees, or a hostile or offensive academic environment for University students. University Vendors, subcontractors and suppliers are required to exercise control over their employees so as to prevent acts of sexual harassment of University employees and students. The employer of any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to remain off University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease. Successful Vendor shall protect and indemnify the University, its officers and agents to the full extent of the indemnification set forth in paragraph 4.24 against any claims of liability arising from or based on any actual or alleged sexual harassment by Successful Vendor, its subcontractors, suppliers, their employees and agents.

4.17 **Small Business**
The University is an equal opportunity institution and, as such, encourages the use of small businesses, including women and minority-owned small businesses, in the provision of goods and services. Vendor shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses.

4.18 **Smoking Policy**
All facilities of University are smoke-free. Smoking is not permitted inside University buildings or within specified distances from buildings. The Successful Vendor shall comply with the University’s smoke-free policy.

4.19 **Sustainability Preferences**
The University’s purchasing directives support the purchase of products that will minimize any negative environmental impacts of our work. In order to facilitate a healthy market in recycled products, all parties involved in the procurement and utilization of materials must engage in both waste recycling and the initial purchase of products containing recycled content. It is in the interest of public health, safety and welfare, and the conservation of energy and natural resources, to use and promote environmentally
responsible products as well as energy efficient fixtures, appliances and mechanical equipment used in new construction and retrofit of University facilities.

4.20 Assignment Delegation
No right or interest in the Agreement shall be assigned, or delegation of any obligation made by Successful Vendor, without the University’s written consent. Any attempted assignment or delegation by Successful Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

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

4.22 Force Majeure
Neither University nor Successful Vendor shall be responsible for any losses resulting if the fulfillment of any terms or provisions of the Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent.

4.23 Furnish and Install (Not Applicable)

4.24 Indemnification/Hold Harmless
The Successful Vendor shall indemnify, defend, and hold harmless the University, the University’s Board of Trustees, the Florida Board of Governors and the State of their officers, agents, and employees, (“Indemnified Parties”) from and against any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys’ fees and/or litigation expenses, which may be brought, or made against or incurred, on account of loss of or damage to, any property or for injuries to, or death, of any person caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, breach of contract, fault, mistake, or negligence of Successful Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives, in connection with or incident to the performance of the Agreement. Successful Vendor’s obligation under this provision shall not extend to any liability caused by the sole negligence of the University or its officers, agents, and employees. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by Successful Vendor and third party infringement under the Agreement.

The University does not indemnify or hold the Vendor harmless from loss, damage, injury or otherwise that Vendor suffers arising in connection with the Agreement. The University does not agree to enlarge the scope of the waiver of sovereign immunity provided in §768.28, Fla. Stat.

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

General Liability Insurance – The Successful Vendor shall provide the ISO Commercial General Liability policy for general liability coverage for limits equal to the greater of $500,000 per occurrence or such larger amount required elsewhere in the RFP. Coverage shall be maintained without interruption from date of commencement of work until date of final payment.

Worker’s Compensation - The Successful Vendor shall secure and maintain for the life of this Agreement valid Worker's Compensation Insurance as required by §440, Fla. Stat.

Automobile Liability - The Successful Vendor shall secure and maintain during the life of this Agreement Automobile Liability insurance on all vehicles against bodily injury and property damage in at least the amount of $100,000 per person, $500,000 per occurrence.

Additional Coverage - The Successful Vendor shall secure and maintain for the term of this Agreement any additional insurance coverage required elsewhere in the RFP.

4.26 Protection of Property
The Successful Vendor shall at all times guard against damage or loss to the property of the University, or of others or Vendors, and shall be held responsible for replacing or repairing any such loss or damage. The University may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Successful Vendor or their agents. The Successful Vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel when needed.

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

4.28 Compliance with Laws, University Regulations and Policies
Successful Vendors are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances and regulations affecting the rights of their employees and shall protect and indemnify the University, its officers and agents to the full extent of the indemnification set forth in paragraph 4.24 against any claims of liability arising from or based on any violation thereof.
The Successful Vendor’s employees, and any other persons in or about the University’s premises at the instance or request of Successful Vendor, shall conform to all regulations and policies established by the University to govern the general conduct of persons in or about the University’s premises. University Regulations and Policies are available on the University’s website at www.unf.edu.

4.29 **No Replacement of Defective Tender**
Every tender of goods must fully comply with all provisions of the Agreement as to the time of delivery, quantity and the like. A tender that does not fully conform shall constitute a breach and Successful Vendor shall not have the right to substitute a conforming tender.

4.30 **No Waiver of Right by the University**
No waiver by University of any breach of the provisions of the Agreement by the Successful Vendor shall in any way be construed to be a waiver of any future breach or bar the University’s right to insist on strict performance of the provisions of the Agreement.

4.31 **Parking**
The Successful Vendor shall obtain all parking permits and/or decals that may be required while conducting business on University premises. For additional information the Successful Vendor should visit http://www.unf.edu/anf/auxiliarieservices/Parking.

4.32 **Payment Terms**
The University’s obligation is payable only and solely from funds appropriated for the purpose of the Agreement. The University shall mail the Successful Vendor’s payment within 40 days after receipt of an acceptable invoice and receipt, inspection and acceptance of the goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to mail payment within 40 days shall result in the University paying interest at the rate established pursuant to §55.03(1), Fla. Stat. These provisions apply only to any undisputed amounts for which payment has been authorized.

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

4.34 **Public Entity Crime**
A person or affiliate who has been placed on the convicted list by the Department of Management Services, State of Florida, may not submit a proposal on a contract to provide any goods or services, including construction, repairs or leases, and may not be awarded or perform work as a Vendor, supplier, subcontractor or consultant for the University for a period of 36 months from the date of being placed on the convicted list. A "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or any entity under the control of any natural person, who is active in its management and who has been convicted of a public entity crime.
4.35 Records
All proposal information submitted and opened becomes subject to the Public Law set forth in §119, Fla. Stat. The Agreement may be unilaterally canceled for refusal by Vendor to allow public access to all documents, papers, letters or other materials subject to the provisions of §119, Fla. Stat. and made or received by the Vendor in conjunction with the Agreement.

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

4.37 Remedies and Applicable Law
The Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida and the regulations of the Florida Board of Governors and the University. The University and Successful Vendor shall have all remedies afforded each by said law. The venue of any action or litigation commenced to enforce the Agreement is Duval County, Florida.

4.38 Right of Inspection
University has the right to inspect the goods at delivery before accepting them.

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

4.40 Shipment under Reservation Prohibited (Not Applicable)

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

4.42 Successful Vendor to Package Goods (Not Applicable)

4.43 Termination

4.43.1 Convenience
The University reserves the right to terminate the Agreement, in whole or part, at any time when in the best interests of the University without penalty or cause. Upon receipt of the written notice, the Successful Vendor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the University. In the event of termination under this provision, all documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and delivered to the University. The Successful Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the Successful Vendor’s sole remedy against the University in the event of termination under this provision. Successful Vendor acknowledges and agrees that receipt of just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination by University for convenience constitutes fair and adequate consideration and mutuality of obligation to support the Agreement.

4.43.2 Default
The University reserves the right to terminate the Agreement, in whole or in part, due to (a) the failure of the Successful Vendor to comply with any term or condition of the Agreement including, without limitation, any breach of a warranty or representation or (b) the failure of the Successful Vendor to make reasonably satisfactory progress in performing the Agreement. The University shall provide written notice of the termination stating grounds for the termination to the Successful Vendor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of, and be delivered to, the University on demand. The University may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under the Agreement. The Successful Vendor shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services, together with reasonable attorney’s fees and costs associated with the collection of such excess costs.
4.43.3 Gratuities
The University may, by written notice to the Successful Vendor, cancel the Agreement if it is discovered by the University that gratuities in the form of entertainment, gifts, loans, rewards, promises of future employment, favors or services were offered, or given, by the Successful Vendor or any agent or representative of the Successful Vendor, to any officer or employee of the University with a view toward securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the University pursuant to this provision, the University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Successful Vendor in providing such gratuities.

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

4.43.5 Legislative Appropriation
Obligations of the University under the Agreement are subject to the availability of funds lawfully appropriated annually for its purposes by the Florida Legislature.

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

4.43.7 Suspension or Debarment
The University may by written notice to the Successful Vendor, immediately terminate the Agreement if the University determines that the Successful Vendor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity including, but limited to, being disapproved as a subcontractor Vendor of any public procurement unit or other governmental body.
4.43.8 Continuation of Performance through Termination
The Successful Vendor shall continue to perform, in accordance with the requirements of Agreement, up to the date of termination as directed in the termination notice.

4.44 Title Risk of Loss
The title and risk of loss of the goods shall not pass to University until University actually receives the goods at the point, or points, of delivery.

4.45 Representations and Warranties
In addition to any implied warranties, Successful Vendor represents and warrants:

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

- All personnel engaged in the performance of this Agreement shall be qualified to perform the services rendered and shall be properly licensed and otherwise authorized to do so under all applicable laws. Copies of the Commercial Applicators licenses must be included in proposal.

- All information and documentation supplied by Vendor to the University in the solicitation in true and correct and Vendor has not failed to disclose any matter which, if known to the University, would disqualify Vendor from participation in the RFP.

4.46 No Limitation of Liability; Mutuality of Remedies
The University does not consent to any limitation of the liability of the Successful Vendor for injury, loss or damage arising in connection with the Agreement, any breach of the Agreement or any breach of any representation or warranty by Successful Vendor. The University does not consent to limitations on the amount of money damages or to limitations on its right to recovery special, incidental, indirect, consequential or exemplary damages when proven. Nothing in the Agreement shall be construed to deny to Successful Vendor or the University any remedy available to either under the laws of the State of Florida.

4.47 Governing Law
The Agreement shall be construed in accordance with and governed by the substantive laws of the State of Florida without regard to conflict of laws principles.

4.48 Confidentiality
The University is governed by the Florida Public Records Law, §119, Fla. Stat. The Florida Public Records law imposes restrictions on the University’s ability to maintain the confidentiality of agreements and other data not constituting trade secrets. University shall have no liability for the release of the Agreement, related documents, correspondence or other materials to a third party if the University, in its reasonable discretion, determines that such release is required by the Florida Public Records Law provided, however, that as to any materials identified as confidential in the Agreement, the University will endeavor to provide Vendor five days advance written notice of its intended release of such materials.
4.49 Independent Contractor

Vendor is an independent contractor and not an agent, employee, partner, joint venture or representative of the University and neither Vendor nor any of its employees, officers or agents shall hold themselves out as such. Neither Vendor nor the University has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other, unless Vendor and the University expressly agree otherwise in a writing signed by both parties. Vendor or, as applicable, the parties with whom Vendor contracts shall bear and be solely responsible for (i) paying all wages (including overtime pay), benefits and other compensation to which their employees may be entitled to receive in connection with performing the Agreement and (ii) withholding, reporting and paying all applicable payroll taxes and contributions, including without limitation federal, state and local income taxes, social security taxes, employment and unemployment compensation taxes, Medicare and workers' compensation. The University shall not withhold any taxes in connection with the compensation paid to Vendor in relation to their performance of the Agreement. Such payments shall be the sole responsibility of Vendor or, as applicable, the parties with whom Vendor contracts and Vendor agrees to file all required forms and make all required payments appropriate to each employee's tax status when and as they become due. Vendor or, as applicable, the parties with whom Vendor contracts shall bear the cost of, and be solely responsible for, obtaining and maintaining all necessary insurance coverage and benefits for each employee including, without limitation, workers' compensation, health, disability, general liability and other insurance and benefits to which such employees may be entitled. Vendor or, as applicable, the third parties with whom Vendor contracts are solely responsible for payments related to any retirement benefits or other welfare or pension benefits to which its employees are entitled. None of the employees are entitled to neither participate in any of the benefits provided to University employees (including additional pay or time off for University holidays or vacations) nor in any employee benefit plans, arrangements or distributions of the University. Vendor shall be responsible for providing Vendor’s own insurance coverage to protect Vendor from any claims made against Vendor by employees, including those that may arise from the goods or services rendered pursuant to the Agreement.

4.50 Dispute Resolution

Absent a separate written agreement so providing, the University does not consent to binding arbitration or binding mediation of disputes arising pursuant to, or in connection with, the Agreement. Disputes involving monetary claims of $200,000 or less may, at the sole option of the University, be conducted pursuant to the Administrative Procedures Act, §120 Fla. Stat. All other disputes shall be adjudicated by the state courts of Florida.

4.51 Incorporation of Sections of RFP

The substantive provisions of Section 1 (Statement of Work) and Section 3 (General Information and Instructions to Proposers) of this RFP, to the extent not fully performed prior to the Agreement, are incorporated and made a part of the Agreement.

4.52 Travel Expenses

Travel expenses are reimbursable to Vendor only if the RFP provides that the Vendor’s fee for services is not all-inclusive and that the University will fund such travel in addition to the Vendor’s fee. Where
travel is reimbursable, Vendor agrees to complete a travel authorization form prior to traveling and to submit bills for any travel expenses in accordance with §112.061, Fla. Stat. No travel expenses will be paid to, or for the benefit of, any individual in excess of the amount permitted by §112.061, Fla. Stat.

4.53 Employment of Undocumented Workers
Vendor shall comply with any applicable law prohibiting the employment of undocumented aliens.

4.54 Survival
The obligations under this Agreement which, by their nature, would continue beyond the expiration of the term of this Agreement shall survive termination, expiration or cancellation of this Agreement.

4.55 Severability
If any provision of the Agreement is determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate the remainder of the Agreement.

4.56 Headings; Counterparts, Photocopies
The headings of any sections or paragraphs of this Agreement are for convenience or reference only and are not intended to affect the meaning of this Agreement. This Agreement may be executed in one or more counterparts all of which, when taken together, shall be considered one and the same agreement. A photocopy of a fully executed counterpart of this Agreement is competent evidence of an original hereof.

5.0 SCOPE OF WORK, SPECIFICATIONS, TECHNICAL REQUIREMENTS

5.1 Term of Agreement
The term of this Agreement will be for an initial period of one year, July 1, 2014 through June 30, 2015, with an option to renew based on satisfactory performance and the written approval of both parties for up to three additional one year periods.

5.2 Specifications: Fertilization, Pest and Weed Control Program

5.2.1 General
The University of North Florida is seeking bids from qualified vendors for maintenance of approximately fifteen (15) acres of athletic fields to include fertilization, pest and weed control for athletic fields on the Campus. The areas of treatment include South Recreation Field, North Recreation Field, Practice Soccer Field, Hodges Stadium Field, Throwing Field, Softball Field, Baseball Field, and common areas located between and around athletic facilities. (NOTE: This measurement is provided as a guide and is simply an estimate).

5.2.2 Contractor License
All fertilizing and pesticide service applications must be made by a licensed contractor in Duval County and the State of Florida. A copy of such licenses is required with the bid package. All service applications will conform to the pesticide label and EPA rules and regulations.
5.2.3 Service Application Schedule
The service application schedule is used as an outline of services to be provided by the Contractor. Each service application will be coordinated with the Contract Manager as to not interrupt scheduled events. No variation of the calendar and required products is allowed without prior approval by the Contract Manager. A complete listing of required products is in Section 5 of this document.
Provide an application / treatment calendar for the year along with strategies and advice on maintaining our fields.

a. FERTILIZING BERMUDA – All Bermuda grass turf areas will be fertilized monthly. The need for additional fertilization in a particular month is possible due to increased field usage.

b. FERTILIZING ST. AUGUSTINE GRASS - The St. Augustine grass turf areas will be fertilized monthly. The areas containing St. Augustine grass are common areas located between and around athletic facilities.

c. FERTILIZING BAHIA - The Bahia grass turf areas will be fertilized monthly. The areas containing Bahia grass are common areas located between and around athletic facilities.

d. PESTICIDES, HERBICIDES - All turf grasses shall receive monthly treatments of pesticides and herbicides. Extra service applications may be needed to keep the property weed, insect, and disease free. Proper signage is to be posted to notify individuals that the area has been treated with chemicals. The Contract Manager or Designee will remove the signs when the area is deemed to be safe.

e. RONSTAR APPLICATION – All Bermuda grass turf fields shall receive two (2) Ronstar service applications per year. One service application will take place in the fall and the other service application in the spring as coordinated with the Contract Manager.

f. RYE SEED – The delivery of approximately 150, fifty (50) pound bags of rye seed will take place in October and is coordinated with the Contract Manager.

g. ALTERNATE #1 – FUNGUS AND DISEASE CONTROL - Include with your bid response a service application plan for addressing Fungus and Disease Control as these services may be required during the term of this contract.

5.2.4 Reporting and Documentation
All service applications will be documented in writing and turned into Contract Manager upon conclusion of the service application. Suggestions on cutting heights and other maintenance recommendations should be made to the contract manager during the reporting requirements of this specification. All necessary postings or notices to public are the responsibility of
Contractor. Any identification of problems relating to fertilization, weed or pest control shall be noted on property maps and hand delivered or e-mailed within 24 hours to Contract Manager.

5.2.5 **Required Products**

Your bid must include the usage of the products listed below. The only exception will be if another product is found to be equal to those specified. This finding must be approved in writing by the Contract Manager in advance of service application. Products can be purchased from other vendors but must meet exact label specifications. Fertilizer blends will be selected based on soil analysis of macro and micro nutrients, soil pH, stress level anticipated, and overall appearance of the turf.

a. **Fertilizers (Granular)**
   i. 15-5-15
   ii. 18-0-8
   iii. 24-5-11
   iv. 21-0-0
   v. 0-0-62
   vi. 24-2-11
   vii 15-00-15

12 or more fertilization applications should be made. Two of the 12 applications will be complete granular fertilizers 24-2-11 in the spring and 15-00-15 in the late summer. In addition, two more applications of 21-0-0 will be made during the summer. Liquid fertilizer will be used every month between these granular fertilizers to maintain color and vigor.

b. **Herbicides**
   i. Granular Ronstar

c. **Insecticides**
   i. Talstar
   ii. Top Choice

5.2.6 **Subcontractors**

All fertilization, pest and weed control services will be the responsibility of the Contractor. Whether the service applicators are employees or sub-contractors; responsibility for this service is with the Contractor. All work by any sub-contractor will be communicated with Contractor and scheduled according to written schedules by both parties. It is preferred that the application service is provided by the Contractor to minimize any disputes regarding warranty or service claims.
## 5.3 Pricing

### RFP 14-20 Price Sheet

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<th>Monthly Service Application</th>
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### 1. Monthly Price

The following rates are for each monthly service application:

- I. South Recreation Field: $\text{\$ }\text{}/\text{Monthly Service Application.}\text{ Annual Total }\text{\$ }\text{ Annual Ronstar Application }\text{\$ }$
- II. North Recreation Field: $\text{\$ }\text{}/\text{Monthly Service Application.}\text{ Annual Total }\text{\$ }\text{ Annual Ronstar Application }\text{\$ }$
- III. Practice Soccer Field: $\text{\$ }\text{}/\text{Monthly Service Application.}\text{ Annual Total }\text{\$ }\text{ Annual Ronstar Application }\text{\$ }$
- IV. Hodges Stadium Field: $\text{\$ }\text{}/\text{Monthly Service Application.}\text{ Annual Total }\text{\$ }\text{ Annual Ronstar Application }\text{\$ }$
- V. Throwing Field: $\text{\$ }\text{}/\text{Monthly Service Application.}\text{ Annual Total }\text{\$ }\text{ Annual Ronstar Application }\text{\$ }$
- VI. Softball Field: $\text{\$ }\text{}/\text{Monthly Service Application.}\text{ Annual Total }\text{\$ }\text{ Annual Ronstar Application }\text{\$ }$
- VII. Baseball Field: $\text{\$ }\text{}/\text{Monthly Service Application.}\text{ Annual Total }\text{\$ }\text{ Annual Ronstar Application }\text{\$ }$
- VIII. Common Areas: $\text{\$ }\text{}/\text{Monthly Service Application.}\text{ Annual Total }\text{\$ }\text{ Annual Ronstar Application }\text{\$ }$

### 2. Annual Service Applications

The Contract Manager will coordinate these one (1) time per year service applications/delivery with the Contractor.

- Top Choice (for Mole Crickets/Fire Ants) Annual Service Application: $\text{\$ }
- Rye Seed 50 pound bag: $\text{\$ }\text{Each}
  - Estimated Annual of 150, fifty (50) pound bags: $\text{\$ }$
  - Total Base Bid: $\text{\$ }$

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6.0 CERTIFICATION AND FORMS

6.1 Certification of Proposal

Explanation: This certification attests to the Vendor’s awareness and agreement to the content of this Request for Proposal (RFP) and all accompanying terms, conditions and provisions contained herein. In addition, any documents incorporated by reference in the requests for additional language or request for revisions and any and all forms UNF will need to fill out, prepare or submit to Vendor if awarded the contract must be included in Vendor’s solicitation response. Be advised that UNF, as a State University, must adhere to applicable laws and regulations and therefore certain terms and conditions cannot be altered.

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

This proposal is submitted in response to Request for Proposal #14-20 issued by the University. The undersigned, as a duly authorized officer, hereby certifies that

_________________________________________________________ (Vendor Name)

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

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

Name of Official: _______________________________ Title: _______________________________

Signature: _______________________________ Date: _______________________________
6.2 Conflict of Interest Certificate

Proposer must execute either Section I or Section II hereunder relative to §112.313(12), Fla. Stat. Failure to execute either section may result in rejection of this proposal.

SECTION I

I hereby certify that no official or employee of the UNF requiring the goods or services described in these specifications has a material financial interest in this company.

Name of Official (type or print)  Company Name

Signature  Business Address

City, State, Zip Code

SECTION II

I hereby certify that the following named UNF official(s) and/or employee(s) having material financial interest (in excess of 5 percent) in this company have filed Conflict of Interest Statements with the UNF Presidents Office, 1 UNF Drive, Jacksonville, FL 32224 prior to the time of proposal opening.

Name  Title/Position  Date of Filing

Name of Official (type or print)  Company Name

Signature  Business Address

City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

The UNF requires that a public official who has a financial interest in a proposal or contract make a disclosure at the time that the proposal or contract is submitted, or at the time that the public official acquires a financial interest in the proposal or contract. Please provide disclosure, if applicable, with proposal.

Public Official: ________________________________________________________________

Position Held: ________________________________________________________________

Position/Relationship with Proposer: ______________________________________________

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6.3 Addendum Acknowledgment

I, the undersigned, acknowledge the receipt of:

Addendum # _____ through Addendum # _____

All addenda to this RFP #14-20 shall become part of your firm’s competitive solicitation response and the subsequent contract, if applicable.

The University has no obligation to furnish addenda by any other means than posting to its website. Failure to acknowledge addendum/addenda issued as a result of this Request for Proposal and returning this form with your response may result in disqualification of your response to this RFP.

Authorized Signature ______________________________________________________________

Printed or Typed Name ______________________________________________________________

Company Name _______________________________________________________________

Date ______________________ __________

6.4 Government Classifications

Check all applicable:

- [ ] Hispanic
- [ ] African American
- [ ] Asian-Hawaiian
- [ ] Native American
- [ ] Small Business
- [ ] Government Agency
- [ ] American Women
- [ ] Women Owned
- [ ] Non-Minority
- [ ] Veteran
- [ ] Disabled
- [ ] Service Disabled Veteran
6.5 Invoice and Payment

Payment shall be made by the University of North Florida to Contractor/Vendor in accordance with the Florida Prompt Payment Act (see Section 4.32). The University’s preferred method of payment is by credit card. Upon award, Contractor/Vendor will be contacted by the University to participate in its credit card payment program. Contractor/Vendor should complete the information requested below:

Contractor/Vendor will ____ will not ____ accept credit card payment.

Accounting Department contact information:

Name__________________________________ Title__________________________

Phone_________________________________ Email ______________________________