



UNIVERSITY of
LOUISIANA
L A F A Y E T T E

INVITATION TO BID

SOLICITATION FILE No.: 25028

TITLE: FLOWER BEDS, SHURBS, BUSHES & SMALL TREE MAINTENANCE
(RENEWABLE CONTRACT)

BID SCHEDULE:

PRE-BID MEETING (in person): Wednesday, December 04, 2024 10:00AM

DUE DATE/TIME (email only): Friday, December 20, 2024 10:00AM

ZOOM BID OPENING: Friday, December 20, 2024 11:00PM

MEETING ID: 982 7219 3598 PASSWORD: 25028

SUBMIT BID TO:*

University of Louisiana at Lafayette
Office of Purchasing

ULLafayetteBids@louisiana.edu

To maintain the integrity of the bid process,
please **do not cc** any other University email
address when submitting your bid.

BUYER OF RECORD: Martina Howard

BUYER PHONE: (337) 482-1079

EMAIL: BidQuestions@louisiana.edu

General Instructions to Bidders

1. Hard copies of sealed bids will no longer be accepted. All bids must be received electronically by the due date and time to be considered.
2. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by the issuing UL Lafayette Campus/Department at the "Submit Bid To" address stated above, until the specified due date and time. Bidder is solely responsible for the timely delivery of bid. The Purchasing Office is not responsible for any delays.
3. Bid submissions must be signed by a person authorized to bind the vendor. In accordance with Louisiana R.S. 39:1594, the person signing the bid must be: (1) any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership or partnership in commendam listed in the most current partnership records on file with the secretary of state; or (2) an authorized representative of the corporation, partnership, or other legal entity and the Bidder submits or provides upon request a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity, including registration on an electronic Internet database maintained by the public entity; or (3) entity has filed in the appropriate records of the secretary of state in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts.
4. When bid is submitted by email, **the subject line must show the Solicitation/File No.** and submission must be received by bid deadline.
5. Read the entire solicitation, including all terms, conditions and specifications.
6. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices are to be initialed by the Bidder.
7. Bid prices shall include all delivery charges paid by the vendor, F.O.B. UL Lafayette Destination, unless otherwise provided in the solicitation. Any invoiced delivery charges not quoted and itemized on the UL Lafayette purchase order are subject to rejection and non-payment.
8. Payment terms: Net 60 after receipt of properly executed invoice or delivery and acceptance, whichever is later.
9. By signing this solicitation, the Bidder certifies compliance with all general instructions to Bidders, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud.
10. **MANDATORY** bid requirements are detailed immediately following the Standard Terms & Conditions section.
11. **There will be non-mandatory pre-bid meeting on Wednesday, December 04, 2024 at 10:00AM.**
12. Quantities listed in these specifications are approximate and are not guaranteed by the University. The University reserves the right to **increase or reduce** quantity as needed if in the best interest of the University.

These standard terms and conditions shall apply to all UL Lafayette solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of conflict between the General Instructions to Bidders or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

Bids submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to: the Louisiana Procurement Code (R.S. 39:1551-1736); Purchasing Rules and Regulations (Title 34 of the Louisiana Administrative Code); Executive Orders; and the terms, conditions, and specifications stated in this solicitation.

1. Bid Delivery and Receipt

To be considered, Bidders may submit bids electronically to ULLafayetteBids@louisiana.edu. When bid is submitted by email, the subject line must show the Solicitation/File No. and must be received by bid deadline.

Bidders are advised that the U.S. Postal Service does not make deliveries to the Purchasing Office. Bids will no longer be accepted by mail or in person. Bidder is solely responsible for the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid.

2. Bid Forms

Bids are to be submitted on and in accordance with the UL Lafayette solicitation forms provided, and must be signed by an authorized agent of the vendor. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil and/or bids containing no original signature indicating the Bidder's intent to be bound will not be accepted.

3. Interpretation of Solicitation/Bidder Inquiries

If Bidder is in doubt as to the meaning of any part or requirement of this solicitation, Bidder may submit a written request for interpretation to the Buyer-of-Record at the email address on page 1 of this solicitation. Written inquiries must be received in the UL Lafayette Office of Purchasing no later than five (5) calendar days prior to the opening of bids, and shall be clearly cross-referenced to the relevant solicitation/specification in question.

No decisions or actions shall be executed by any Bidder as a result of oral discussions with any UL Lafayette employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the UL Lafayette Office of Purchasing, and mailed or delivered to all Bidders known to have received the solicitation. UL Lafayette shall not be responsible for any other interpretations or assumptions made by Bidder.

4. Bid Opening

In-person bid openings have been suspended for the foreseeable future. Bidders may attend the public bid opening of sealed bids and proposals conducted on Zoom. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by submitting a written request to the Buyer-of-Record at the email address shown in header.

5. Special Accommodations

Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the UL Lafayette Office of Purchasing in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

6. Standards of Quality

Any product or service bid shall conform to all applicable federal, state and local laws and regulations, and the specifications contained in the solicitation. Any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation.

7. New Products/Warranty/Patents

All products bid for purchase must be new, never previously used, of the manufacturer's current model and/or packaging, and of best quality as measured by acceptable trade standards. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified.

The manufacturer's standard published warranty and provisions shall apply, unless more stringent warranties are otherwise required by UL Lafayette and specified in the solicitation. In such cases, the Bidder and/or manufacturer shall honor the specified warranty requirements, and bid prices shall include any premium costs of such coverage.

Bidder guarantees that the products proposed and furnished will not infringe upon any valid patent or trademark; and shall, at its own expense, defend any and all actions or suits charging such infringement, and shall save UL Lafayette harmless.

8. Descriptive Information

Bidders proposing an equivalent brand or model are to submit descriptive information (such as literature, technical data, illustrations, etc.) sufficient for UL Lafayette to evaluate quality, suitability, and compliance with the specifications with the bid submission. Failure to submit descriptive information may cause bid to be rejected. Any changes made by Bidder to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, Bidder must state in what respect items deviate. Bidder's failure to note exceptions in its bid will not relieve the Bidder from supplying the actual products requested.

9. Bids/Prices/F.O.B. Point

- The bid price for each item is to be quoted on a "net" basis and F.O.B. UL Lafayette Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
- Bids other than F.O.B. UL Lafayette Destination may be rejected.
- Bids indicating estimated freight charges may be rejected.
- Bids requiring deposits, payment in advance, or C.O.D. terms may be rejected.
- Bidders who do not quote "net" item prices and who separately quote an overall "lump sum" freight cost or discount for all items shall be considered as submitting an "all-or-none" bid for evaluation and award purposes; and risk rejection if award is made on an item basis.
- Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified. Bids conditioned with shorter acceptance periods may be rejected.
- Prices are to be quoted in the unit/packaging specified (e.g. each, 12/box, etc), or may be rejected.
- In the event of extension errors, the unit price bid shall prevail.

13. Taxes

Vendor is responsible for including all applicable taxes in the bid price. UL Lafayette is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.

11. Terms and Conditions

This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in its bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana.

12. Vendor Forms/ UL Lafayette Signature Authority

The terms and conditions of the UL Lafayette solicitation, purchase order and contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc.

The University's Vice President of Administration and Finance, chief procurement officer, or authorized designee, is delegated sole authority to execute/sign any vendor contracts, forms, etc., on behalf of UL Lafayette. Departments are expressly prohibited from signing any vendor forms.

Any such vendor contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by UL Lafayette in any dispute arising therefrom. Vendors who present any such forms to department users for signature without regard to this strict UL Lafayette policy may face contract cancellation, suspension, and/or debarment.

13. Awards

The intent is to award this bid on an all-or-none basis to the lowest responsible and responsive Bidder. UL Lafayette reserves the right: (1) to award items separately, grouped, or on an all-or-none basis, as deemed in its best interest; (2) to reject any or all bids and/or items; and (3) to waive any informalities.

All solicitation specifications, terms and conditions shall be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

14. Acceptance of Bid

Only the issuance of an official UL Lafayette purchase order, contract, Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. UL Lafayette shall not be responsible in any way to a vendor for goods delivered or services rendered without an official purchase order and/or contract.

15. Applicable Law

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

16. Awarded Products/Unauthorized Substitutions

Only those awarded brands and numbers stated in the UL Lafayette contract are approved for delivery, acceptance, and payment purposes. Any substitutions must be reviewed and approved by the UL Lafayette Office of Purchasing prior to awarding the contract. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at vendor's expense, and non-payment.

17. Testing/Rejected Goods

Vendor warrants that the products furnished will be in full conformity with the specification, drawing or sample, and agrees that this warranty shall survive delivery, acceptance, and use. Any defect in any product may cause its rejection. UL Lafayette reserves the right to test products for conformance to specifications both prior to and after any award. Vendor shall bear the cost of testing if product is found to be non-compliant. All rejected goods will be held at vendor's risk and expense, and subject to vendor's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the vendor freight collect.

18. Delivery

Vendor is responsible for making timely delivery in accordance with its quoted delivery terms. Vendor shall promptly notify the UL Lafayette Department and/or UL Lafayette Office of Purchasing of any unforeseen delays beyond its control. In such cases, UL Lafayette reserves the right to cancel the order and to make alternative arrangements to meet its needs.

19. Default of Vendor

Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation. Where the University has determined the vendor to be in default, UL Lafayette reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the vendor with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting vendor will be considered for award.

20. Vendor Invoices

Invoices shall reference the UL Lafayette purchase/release order number, vendor's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, show the amount of any prompt payment discount, and submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier are not acceptable.

21. Delinquent Payment Penalties

Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by UL Lafayette in any dispute arising therefrom.

22. Assignment of Contract/Contract Proceeds

Vendor shall not assign, sublet or transfer its contractual responsibilities, or payment proceeds thereof, to another party without the prior written consent and approval of the UL Lafayette Office of Purchasing. Unauthorized assignments of contract or assignments of contract proceeds shall be null and void, shall have no legal force, and shall not be recognized by UL Lafayette in any dispute arising therefrom.

23. Contract Cancellation/Termination

UL Lafayette has the right to cancel any contract for cause, in accordance with purchasing rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.

UL Lafayette has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for compliant deliverables in progress.

24. Prohibited Contractual Arrangements

Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions, and provisions.

25. Equal Employment Opportunity Compliance

By submitting and signing this bid, vendor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; federal Executive Order 11246; federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate in its employment

practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by vendor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

26. Mutual Indemnification

Each party hereto agrees to indemnify, defend, and hold the other, its officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney’s fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

27. Certification of No Suspension or Debarment

By signing and submitting this bid, Bidder certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at www.epls.gov.

28. Substitution of Personnel

If applicable, the University intends to include in any contract resulting from this ITB the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the University for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor’s bid.

29. Insurance Requirements

Please note attached insurance requirements section included in these bid specifications.

If applicable to the services procured in this solicitation, the successful Bidder will be required to furnish a certificate of insurance evidencing required coverages and naming the University of Louisiana at Lafayette as an additional insured on all liability policies.

30. Nonperformance

Successful Bidder is required to perform in strict accordance with all contract specifications, terms, and conditions. Successful Bidder will be advised in writing of nonperformance issues and shall be required to promptly implement corrective actions to ensure contract compliance and to prevent recurrences. In the event the successful Bidder is issued three or more complaints of nonperformance, UL Lafayette reserves the right at its sole discretion to cancel the contract with a ten (10) day written notice. Contract cancellations due to nonperformance may be cause to deem vendor non-responsible in future solicitations.

31. Official University Recognized Holidays

The following is a list of officially recognized University Holidays:

New Year’s Day	July 4 th
Martin Luther King Day	Labor Day
Mardi Gras Day	Thanksgiving Day
Good Friday	Acadian Day
Memorial Day	Christmas Day
Juneteenth	

32. No Smoking Campus

The Successful Bidder shall be responsible for compliance with all University policies, security measures and vehicle regulations. Specifically, the University is a NO SMOKING campus and all prospective Bidders are cautioned that smoking will not be permitted inside or outside on ANY part of this facility at any time. Any employee who is found to be in violation of this policy will be subject to immediate dismissal.

33. Non-Exclusivity

This agreement is non-exclusive and shall not in any way preclude UL Lafayette from entering into similar agreements and/or arrangements with other Vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

34. Contract Amendments

Requests for contract changes must be made in writing by an authorized agent/signatory of the Vendor and submitted to UL Lafayette Office of Purchasing for prior approval. Requests shall include detailed justification and supporting documentation for the proposed amendment.

Contract revisions shall be effective only upon approval by UL Lafayette Office of Purchasing and issuance of a formal UL Lafayette Contract Amendment. The Vendor shall honor purchase orders issued prior to the approval of any contract amendment as applicable.

35. Term of Contract

The duration of this Contract commences from the date specified herein or date of award notification and continues until University accepts final delivery of all deliverables. Total initial contract period not to exceed Twelve (12) months.

Based upon mutual agreement between the University and the successful Bidder, this contract may be extended for four (4) additional twelve (12) month periods under the same terms. *The successful bidder may be allowed to increase the unit price by up to 5% annually upon negotiation and agreement by both parties. Both parties must agree to any increase and/or extension, and a decision will be made at each twelve (12) month interval.*

All terms of the solicitation shall be firm for the duration of Contract.

36. Notification of Fund Appropriation

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriations for the year from exceeding revenues for that year or for any lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

All Bidders should be aware that our Legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

37. Number of Bid Response Copies

Each Bidder must submit one (1) signed original bid to the Office of Purchasing at the email address specified in this solicitation document. The original must CONTAIN ORIGINAL SIGNATURES of those company officials or agents duly authorized to sign on behalf of the organization. Bidders may be required to mail in the original documents upon award.

38. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with LA R.S. 39:1602:1, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

39. PRE-BID MEETING

A non-mandatory pre-bid meeting will be held at **10:00AM, Wednesday, December 04, 2024** at the Facility Management Department, Parker Hall, 310 E. Lewis Street, Lafayette, Louisiana, at which time details of plans and specifications will be discussed.

40. SITE VISIT/CONTACT INFORMATION

It is the responsibility of the prospective bidder to visit and examine the jobsite, take measurements to his/her own satisfaction and determine conditions under which work is to be done. Owner will not accept responsibility for conditions which careful examination of premises would have shown existed.

To visit jobsite and for further information, prospective bidder is to contact Jacques Dubois, 337-482-2001.

41. PIGGY BACK CLAUSE

University of Louisiana Lafayette is asking all responding vendors to indicate their willingness to extend the terms of resulting contracts, inclusive of price, to other Louisiana state agencies and/or universities. While this clause in no way commits any state agency and/or university to purchase from the awarded vendor, nor does it guarantee any additional orders will result, it does allow state agencies and/or universities, at their discretion, to make use of the University of Louisiana at Lafayette's competitive process (provided said process satisfies their own procurement guidelines) and purchase directly from the awarded contractor. All purchases made by other state agencies and/or universities shall be understood to be transactions between that state agency and/or university and the awarded vendor. The University of Louisiana at Lafayette shall not be responsible for any such purchases.

42. Firearm and Ammunition

Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries: In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least fifty full-time employees: Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The University reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

END OF SECTION

MANDATORY BID REQUIREMENTS

Failure to meet all of the listed mandatory requirements will result in rejection of bid without further consideration.

1. CERTIFICATION STATEMENT

The Bidder **must** sign and include the Certification Statement as set forth in solicitation document. The signature of Bidder's Authorized Representative **must be an ORIGINAL signature** - not a typed/electronic signature. Documents signed in the DocuSign™ program are the only exceptions to this policy.

2. BID SHEET/FORM

The Bidder must submit bid on the form herein provided. The proposal must be signed in ink, and blank space(s) should be filled in for every applicable blank in the UNIT PRICE and EXTENDED TOTAL column. Items left blank will not be awarded to that bidder. It is not necessary to bid on all items. However, if you are not bidding on a particular item, or find a blank that is not applicable to your submission, write "NO BID" or "N/A" in the provided space(s). The Bidder must state the UNIT price (written in ink or typewritten) for each item and shall show the total amount for each item based on the quantities listed.

3. CONTRACTOR QUALIFICATIONS

Bidders must possess the following and provide proof with their bids. Failure to include these references with the bid submission shall be cause a rejection of the bid.

A. REFERENCE LETTERS - Two (2) letters of reference from current contract holders shall be supplied with the bid. Failure to supply this information shall be grounds for rejection of the bid.

B. The contractor shall also possess the following and provide proof with their bids.

- a. Landscape license
- b. Contractor license
- c. Pesticide applicators license
- d. Horticultural license Specialty: Landscaping, Grading & Beautification or Louisiana Professional Landscape Architect License

Special Contractor Requirements:

1. A licensed Certified Horticulturist shall visit the site once per week to inspect the quality of work.
2. A licensed certified Irrigation specialist shall be available within 24 hours for irrigation issues and maintenance.

4. CERTIFICATE OF INSURANCE

Bidder shall submit a certificate of insurance with bid submission or by provide the following information: Policy number, names and addresses of carriers and Agents, amounts of coverage, types of coverage, and effective dates on the bid form enclosed.

CONTACT INFORMATION

ELECTRONIC BID SUBMISSIONS (ONLY) *Do not email questions about the bid to this email address.*

ULLafayetteBids@louisiana.edu

Be sure to include the solicitation number in the subject line.

Do not send your submission to any other University email address.

QUESTIONS/CONCERNS ABOUT SPECIFICATIONS

BidQuestions@louisiana.edu

Do not email bid submissions to either of these addresses.

To contact Purchasing by phone: 337.482.1079.

DEFINITIONS

Agent - The University's representative in the Facility Management who is referred to throughout these documents as singular in number.

Contractor - The person/company who contracts with UL Lafayette to perform the work as called for on these documents who is referred to as singular in number.

Owner - The University of Louisiana at Lafayette (UL Lafayette)

IMPORTANT NOTES:

1. VENDOR BIDDING ANYTHING OTHER THAN EXACT GOODS/SERVICES SPECIFIED IN THESE SPECIFICATIONS IS TO SUBMIT DESCRIPTIVE AND ILLUSTRATIVE LITERATURE **WITH BID** FOR CONSIDERATION OF AWARD. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF BID.
2. ALL PRICES QUOTED ARE TO REMAIN FIRM UNTIL ALL DELIVERABLE GOODS OR SERVICES ARE RENDERED TO AND ACCEPTED BY THE UNIVERSITY OF LOUISIANA AT LAFAYETTE.
3. IN THE EVENT OF EXTENSION ERRORS, THE UNIT PRICE ON THE BID FORM SHALL PREVAIL.
4. THE UNIVERSITY OF LOUISIANA AT LAFAYETTE ADHERES TO NET 60 PAYMENT TERMS. ALL OTHER PAYMENT TERMS MUST BE DISCLOSED **WITH BID**. BE ADVISED THAT STRICTER PAYMENT TERMS MAY BE CAUSE FOR REJECTION OF BID.
5. QUANTITIES ARE APPROXIMATE AND ARE NOT GUARANTEED BY THE UNIVERSITY. THE UNIVERSITY RESERVES THE RIGHT TO INCREASE OR REDUCE QUANTITY AS NEEDED IF IN THE BEST INTEREST OF THE UNIVERSITY.
6. THE UNIVERSITY RESERVES THE RIGHT TO AWARD PROPOSAL ON AN INDIVIDUAL ITEM BASIS, A COMBINATION OF ITEMS BASIS, OR AS A TOTAL PACKAGE TO ONE VENDOR, WHICHEVER IS IN THE BEST INTEREST OF THE UNIVERSITY.
7. BID SUBMISSIONS MUST DISCLOSE ALL FEES INCLUDING SHIPPING, HANDLING, FREIGHT, FUEL SURCHARGES, ETC.. NO ADDITIONAL FEES WILL BE ACCEPTED AFTER AWARD.
8. FAILURE TO COMPLY WITH ANY MANDATORY REQUIREMENTS SHALL BE CAUSE FOR REJECTION OF BID.

The University of Louisiana at Lafayette is a tax exempt State Agency. Vendor is responsible for including all applicable taxes in the bid price. UL-Lafayette is exempt from all Louisiana state and local sales and use taxes. Resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, and etcetera.

DETAILED SPECIFICATIONS

THE PURPOSE OF THIS SOLICITATION IS TO ESTABLISH A CONTRACT TO PERFORM FLOWER BED, SHRUBS & TREE MAINTENANCE FOR VARIOUS PROPERTY BLOCKS LOCATED ON THE CAMPUS OF THE UNIVERSITY OF LOUISIANA AT LAFAYETTE IN LAFAYETTE, LOUISIANA, AS SHOWN IN THESE SPECIFICATIONS, UPON AWARD THROUGH JUNE 30, 2025, WITH THE OPTION TO RENEW FOR UP TO FOUR (4) ADDITIONAL TWELVE-MONTH PERIODS.

PLANS/DRAWINGS FOR ALL BLOCKS ARE INCLUDED AS EXHIBIT A FOLLOWING THE BID SPECIFICATIONS.

MAINTAINING THE GROUNDS

The Contractor shall provide all labor, tools materials, and equipment to maintain the grounds areas listed herein. Work includes, weed control, trash pickup/ blowing of debris in all areas effected by bed maintenance, picking up leaves, trimming ground cover to maintain borders, keep jasmine trimmed, maintaining beds (herein beds are to refer to all landscaping beds including but not limited to; flower, jasmine, shrub, bush, mulch & rock beds, planters, and all raised and fixed, potters and beds.), tree trimming and spraying pesticides & herbicides.

Debris clearing should be included in the price of all services. Debris clearing to include removal of all limbs and branches under 50 lbs. from bed areas listed, as well as debris from trimming and weed control. The University reserves the right to change the frequency for, trimming, edging, and weed control prior to the beginning of any month. Any changes will be communicated to the contractor's representative prior to the beginning of the month effected.

The price for bed maintenance should be included in the combined monthly price. The bid price should reflect 2 visits per month except for the President's Residence and Bourgeois House, however The University reserves the right to change the frequency for bed maintenance at the beginning of any month. **Only billable after full services are rendered.**

Please see specification for President's residence and Bourgeois House for frequency of visits in these locations.

TRIMMING, WEED CONTROL, AND FERTILIZING

Trimming – The price for trimming is included in the combined monthly price. Trimming will be required around trees, beds and bed borders, at the frequency given. Trimming of shoots/suckers are to be done only on all crepe myrtle, and Ligustrum (wax leaf privets) below five (5) feet. The use of equipment for beds and trees around the buildings, vehicles, parking lots, and general walk areas shall be performed at a time and in a manner that reduces the risk of damaging property or injuring personnel from flying debris.

Weed Control (weeding) – The price for weed control is included in the combined monthly price. Weed control is the eradication of all weeds, including but not limited to, torpedo grass, dollar weed, nut sage, goose grass, etc., from all flowerbeds, landscaped areas, around shrubbery and trees, in and around all designated areas. Weeding technique shall not negatively impact landscaping plants, like a weed poison that also kills surrounding landscaping plants.

Weed control shall include the removal of unsightly plant life (weeds, grass and overgrown bushes) as designated by the University Representative. The Contractor shall use only those chemical agents specified as non-restricted use. Chemical agents shall only be applied in those areas specified by the University Representative. No chemical agent shall be used whose toxicity exceeds one year without specific direction from the University Representative. Overgrown shrubbery shall be removed with the appropriate equipment. All weeding debris shall be properly disposed.

Clearing – Clearing should be included in the price for all services above: trimming and weed control. Clearing refers to the removing of all debris natural or generated by trimming and weed control. This shall be done at the same time as

the service is performed. UL LAFAYETTE 8-yard trash dumpsters found through-out campus shall be available for the disposal of all debris generated.

WATERING

Watering shall be included in the monthly cost and shall be done on an as needed basis. The Contractor shall water all landscaped beds, potters, shrubs and plants around the campus flowerbeds. The University shall supply at no cost to the contractor, all water, however, the Contractor is to provide additional supplies and equipment as required.

PEST ERADICATION

The Contractor shall provide pest eradication services for fire ants as needed in flowerbeds. The cost of pest eradication described in this section should include the cost of the chemicals.

HEDGE AND SHRUB TRIMMING

The Contractor shall be required to trim all hedges and shrubs monthly.

PRESIDENT'S RESIDENCE

The President's Residence should follow the same bed and tree maintenance plan as all other areas outlined in this contract but should be serviced on a weekly basis. Each visit the contractor should pull all weeds, and dead plants from all gardens and potters around the residence. All irrigation should be inspected for proper functionality, and any dead or dying plants should be replaced by the same/similar species unless otherwise specified. Trim trees and ensure all shrubs and bushes are trimmed and shaped. Ensure any all debris is removed from flower beds.

PRESIDENT'S RESIDENCE AND BOURGEOIS HOUSE

Flowers are to be planted 6x/year ahead of major holidays decided by the University. This should be included in the contract price.

OTHER REQUIREMENTS

Invoices shall be submitted monthly during the month following service. Invoices shall reference the UL Lafayette purchase/release order number and must be supported by valid service reports which are signed by a representative of the awarded contractor. The reports are also to be signed by a representative of the University.

Invoices are to be itemized by block and billed in accordance with the purchase order and submitted on the vendor's own invoice form.

The Contractor will be required to meet with a representative of the Facilities Management department on a monthly basis on a date agreed upon by the Contractor and the University to discuss services, progress, contractual issues, final acceptances, and other topics.

Each building within a block must be fully serviced for full monthly payment of that block.

Any building not fully serviced will be deducted from its block total and a percentage amount will be paid for any block in which each building within the block was not fully serviced.

The successful bidder shall provide the University with a certificate of insurance showing proof of coverage for the attached standardized insurance requirements for State of Louisiana Contracts. The certificate shall name UL LAFAYETTE as an additional insured and grant a waiver of subrogation. The successful bidder shall also provide a signed indemnification agreement.

Uniforms: All contract personnel shall be required to wear uniforms with company patches or other identifying clothing which must clearly identify the personnel as being an employee of the Contractor. T-shirts with company logo are acceptable.

CODE OF CONDUCT

The Facilities Management Department of the University reserves the right to require the contractor to remove any employee from the premises that is deemed incompetent, careless, or exhibits unsatisfactory performance of work.

The use of foul language by any employee of the contractor, or harassment of faculty, staff, students, or visitors by any employee of the contractor shall not be tolerated and any report of the afore mentioned actions shall result in a request for immediate removal of that employee from service to the campus. Any employee requested to be removed shall not be allowed to return for any reason.

ADDITIONAL SERVICES

The University desires to receive pricing for additional services not specified in the Statement of Work. Payment for these services will be in addition to the charges for those services described in the Statement of Work.

Additional services which may be requested could include but not be limited to landscaping, planning, supervision and flowers, shrubbery, mulch and fertilizing. All design work provided to the University for landscaping projects shall include one (1) full set of plans and drawings stamped by a licensed landscape architect.

GROUNDS

Includes all of Martin Hall block, Student Union block, Hamilton Hall block, Alumni block, Abdalla hall, Picard Hall, Bourgeois House, Bourgeois Hall near the aquatic area, and areas referenced in the Athletic block. These areas are visually shown and defined in the attached drawings.

General Requirements:

1. Once a month hedge trimming to keep hedges at the desired height and shape and to remove unwanted species from hedges.
2. Keep trees lifted to a height of 8' and at least 12" from buildings, not to include oak trees.

FLOWER BEDS

Includes all areas as indicated in drawings. Flower beds are located all around buildings in said blocks. All existing flower beds in afore mentioned blocks are a part of this contract.

General Requirements:

1. Maintain existing flower beds to be well cultivated, insect and disease free, weed free, and well-watered year-round. Beds should have a nearly continuous color display from early-March through mid-November. Colors shall focus mostly on university colors and shall not be combinations of purple & yellow or blue & yellow. Landscaping plants that have died back shall be replaced upon the next visit.
2. All beds shall be mulched with 2 inches of non-floating hardwood mulch two times per year. Prior to installation of mulch contractor is to remove excess buildup of existing mulch. Contractor is to ensure all weepholes are free and clear of mulch. This should be checked each visit.
3. Contractor shall at a minimum of three times a year, and according to manufacturer's recommendations, apply fertilizer, selected for and compatible with the types of plants in each bed and the soil condition and weather conditions.

4. Plants shall be kept at a height to produce continuous flowering by pinching back leggy plants, removing spent blossoms by deadheading to encourage new growth and additional blooms.
5. Each visit, all year, shall include litter pickup from the beds.
6. Beds shall be planted with predominately red and white annuals (pansies, petunias, impatiens, begonias, daisies, coleus, etc.).
7. Plants shall be within 8" apart or as needed to create the look of a nearly solid show of color in full bloom. Contractor shall submit a suggested list of colorful, annual plant species, such as, but not limited to, pansies, petunias, impatiens, begonias, daisies, coleus, etc., for university selection for each bed.

Special Contractor Requirements:

1. A licensed Certified Horticulturist, approved of by UL University, will visit the site once per week to inspect the quality of work and is paid for by the contractor.
2. A licensed certified Irrigation specialist shall be available within 24 hours for irrigation issues and maintenance.
3. The contractor shall also possess a landscape license, contractor license, pesticide applicators license and a horticultural license Specialty: Landscaping, Grading & Beautification, La. Licensed Professional Landscape Architect.

The duration of this Contract commences from the date specified herein or date of award notification and continues until university accepts final delivery of all deliverables. Total initial contract period not to exceed June 30th, 2025.

Based upon mutual agreement between the University and the successful Bidder, this contract may be extended for four (4) additional twelve (12) month periods under the same prices and terms.

All terms of the solicitation shall be firm for the duration of Contract.

AUDITS

The University reserves the right to have representatives of the University and/or the State inspect the records maintained by the Contractor concerning the products and services described herein.

IMPORTANT NOTES: Quantities/dates listed in these specifications are approximate and are not guaranteed by the University. The University reserves the right to ***increase or reduce*** quantity as needed if in the best interest of the University.

The University reserves the right to monitor the service and results and to terminate the contract thirty (30) days after written notice if services are deemed unsatisfactory by the University.

BID PRICES ARE TO REMAIN FIRM THROUGH JUNE 30, 2025.

The successful bidder may be allowed to increase the unit price by up to 5% annually upon negotiation and agreement by both parties. Both parties must agree to any increase and/or extension, and a decision will be made at each twelve (12) month interval.

IMPORTANT NOTE: Please submit questions to BidQuestions@louisiana.edu prior to close of business on **December 13, 2024**. If necessary, clarifications/responses to questions will be addressed via addendum.

PRICES QUOTED ARE TO REMAIN FIRM UNTIL ALL DELIVERABLES ARE MET UNDER THIS AGREEMENT.

INSURANCE REQUIREMENTS

(for contractors doing business with the University of Louisiana at Lafayette)

I. Purpose and Scope

The purpose of this document is to ensure that third parties doing business with the University are adequately insured for the risk and liability associated with the goods, services, and/or work they provide to the University. This document sets forth the insurance language to be included in the bid and/or contract specifications when hiring contractors, vendors, or service providers to provide goods, perform services, and/or perform work for the University (“Contractors”). This document also sets forth the insurance language that should be included in all University contracts with Contractors (“Contracts”). This document applies to all Contracts to which the University is a party, including the individual departments and units of the University.

II. General Insurance Requirements

Except as expressly provided below with regard to Reduced Limits for Special Circumstances, the following language shall be included in (1) all Contractor bid and contract specifications, and (2) all Contracts. Requests for other variations in this language must be reviewed by the University’s Risk Manager, who will make the final decision as to the language to be used. Please note that hazardous, unusual or exceptional activities, or a change in Contract indemnification provisions, may necessitate additional insurance; questions regarding the need for other coverage should be directed to the University’s Risk Manager.

Contractor shall purchase, at its own cost and expense, and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors. The insurance shall be obtained from a company or companies lawfully authorized to do business in the State of Louisiana with a A.M. Best's rating of A-VI or higher. Failure to comply with all terms of this section for the duration of the Contract places Contractor in breach of this Contract. Requests for any variation in this language will be reviewed by University’s Risk Manager, who will make the final decision.

A. Minimum Scope of Insurance and Limits

1. Workers Compensation

Contractor shall be in compliance at all times with the Louisiana Workers’ Compensation Law with respect to workers’ compensation insurance or proper certification of self-insured status.

2. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance, including Personal and Advertising Injury Liability, which coverage shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

Additionally, if alcohol is served in the execution of this Contract, then Contractor shall maintain Liquor Liability coverage in the minimum amount of \$1,000,000 per occurrence.

Additionally, if valet parking is performed in the execution of this Contract, then Contractor shall maintain Garage Keepers Liability coverage in the minimum amount of \$1,000,000 per occurrence.

3. Automobile Liability (if a Motor Vehicle owned, hired, or rented by the contractor is used in the performance of this Contract)

Contractor shall maintain Automobile Liability Insurance, which coverage shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired, and non-owned automobiles.

B. Other Insurance Provisions

Contractor shall either (i) require each subcontractor and vendor to procure and maintain all applicable insurance of the type and limits specified in this section, or (ii) include all subcontractors as insureds under its policies.

Any deductibles or self-insured retentions must be declared to and accepted by University. Contractor shall be responsible for all deductibles and self-insured retentions. Any insurance or self-insurance maintained by University shall be excess and non-contributory of Contractor’s insurance. Contractor’s coverage shall contain no special

limitations on the scope of protection afforded to University. Contractor's insurance shall be primary as respects University, The Board of Supervisors for the University of Louisiana System ("Board"), and all of their respective officers, agents, employees, and volunteers.

Except for workers' compensation coverage, University and Board, and all of their respective officers, agents, employees, and volunteers, shall be named as an additional insured as regards negligence by Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable.

Contractor shall provide to University Certificates of Insurance ("Certificates") evidencing the foregoing coverage in advance of Contractor's delivery of goods and/or performance of work or services, and in all events, prior to any payment by University to Contractor. In addition to Certificates, Contractor shall submit to University the declarations page and the cancellation provisions for each insurance policy. University reserves the right to request complete certified copies of all required insurance policies at any time.

Certificates and all notices regarding coverage shall be addressed to:
University of Louisiana at Lafayette
ATTN: Purchasing Department
P.O. Box 40197
Lafayette, LA 70504

Certificates of Insurance shall reflect that, to the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against University, its officers, agents, employees, and volunteers for losses arising from work performed by the Contractor for University.

Coverage shall not be canceled, suspended, reduced, or voided by either Contractor or the insurer except after 30 days written notice has been given to University. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in Contractor's policy. Acceptance of goods or completed work by University, payment by University, failure of University to require proof of compliance, or University's acceptance of a non-compliant Certificate shall not release Contractor from its obligations under these insurance requirements. Failure of Contractor to purchase and/or maintain any required insurance shall not relieve Contractor from any liability or indemnification under the Contract.

III. Additional Insurance Requirements for Special Contracts

In addition to the foregoing insurance requirements, language specifying the following insurance requirements shall be included in: (1.) all bid and contract specifications for professional services and (2.) all Contracts for professional services, where applicable:

A. Professional Liability, Errors and Omissions, and Malpractice Insurance

If any of the following professionals provide services in the execution of the Contract, Contractor shall purchase and maintain Professional Liability Insurance, which coverage shall have minimum limits of \$1,000,000:

- Medical Professionals, such as physicians, nurses, dentists, and pharmacists;
- Architects and Engineers;
- Attorneys;
- Accountants and Professional Financial Advisors;
- Real Estate Brokers and Appraisers;
- Insurance Agents; and
- Consultants.

Claims-made coverage for Professional Liability Insurance is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy, if policy is not renewed.

B. Cyber Liability Insurance

For Contracts in which the Contractor shall be granted access to electronic data belonging to the University or others, including but not limited to corporate confidential information (CCI), personal financial information (PII), personal health information (PHI), payment card information (PCI), and all personal student information (PSI) stored in electronic format, and for which there is a risk of electronic security breaches of this confidential data, including inadvertent release, hacking, viruses, improper destruction, etc., Cyber liability insurance, including first-party costs, shall be required with a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

IV. Reduced Limits for Special Circumstances

The scope of work for a bid or Contract may dictate that a reduction of insurance limits is necessary in order to facilitate competition and/or ensure the University's ability to hire qualified Contractors. Low risk activities which may justify a reduction in insurance limits include, but are not limited to:

- Services in which the owner/operator is the only Contractor employee;
- Services that do not involve the use of a motor vehicle;
- Services in which there is no use of hazardous or radioactive materials;
- Services in which there is no use of power machinery or tools;
- Services in which there is no use of high voltage equipment; and
- Services in which no work is actually performed on the University campus.

For these special circumstances, University's Director of Purchasing, at his/her discretion, may choose to reduce the insurance required of Contractor. If insurance requirements are so reduced, the reduction(s) must comply with the following guidelines:

A. Workers Compensation

University may waive workers' compensation insurance requirements for sole proprietors if they are the only person(s) employed by Contractor in performing the work or services specified in the Contract.

If coverage is so waived, the Contract must include language that Contractor agrees that such persons will have no cause of action against, and will not assert a claim against, University, the Board, and/or the State of Louisiana, whether pursuant to the workers' compensation law of Louisiana or any other state, or other similar state or federal law, under any circumstance. The Contract must also include language that the parties agree that University, the Board, and the State of Louisiana, and all of their agents and employees, shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents, or employees. The Contract must further include language that the parties agree that Contractor is a wholly independent contractor and is exclusively responsible for its own employees, owners, and agents, and that Contractor agrees to protect, defend, indemnify and hold University, the Board, and the State of Louisiana, and all of their agents and employees, harmless from any assertion or claim that may arise from the performance of this Contract.

B. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, may be reduced to a minimum limit per occurrence of \$100,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

C. Automobile Liability

Automobile Liability Insurance requirements may be waived *only if* the scope of work does not involve the use of a motor vehicle. Examples include but are not limited to:

1. Goods and/or services that will be delivered to University by a third party (not Contractor); and
2. Goods and/or services that will be delivered to University electronically.

D. Required Insurance Language

Notwithstanding any reduction or waiver made pursuant to this section, all bid/contract specifications and all Contracts must include the language set forth in the General Insurance Requirements section, above, subject to modification only for the specific reduction or waiver made.

END OF SECTION

SPECIAL HEALTH & SAFETY RELATED CONTRACT CLAUSES:

ADDITIONAL CONTRACTOR REQUIREMENTS AND LIMITATION OF LIABILITY

It is expressly understood and agreed by the parties that:

(a) CONTRACTOR shall not visit or utilize the facilities of University if CONTRACTOR (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19, and CONTRACTOR shall notify University immediately if he or she believes that any of the foregoing access/use restrictions may apply;

(b) University has taken certain steps to implement recommended guidance and protocols issued by the Centers for Disease Control (“CDC”) and Louisiana Department of Health (“LDH”) for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions, and distancing and sanitization requirements set forth herein, and that University may revise its procedures at any time based on updated recommended guidance and protocols issued by the CDC and LDH and CONTRACTOR agrees to comply with University’s current and revised procedures prior to utilizing the facilities of University;

(c) CONTRACTOR acknowledges and agrees that, due to the nature of the facilities and the services CONTRACTOR is providing to University, social distancing of six (6) feet per person may not always be possible and CONTRACTOR fully understands and appreciates both the known and potential dangers of utilizing the facilities of University and acknowledges that use thereof by CONTRACTOR may, despite University’s reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death; and

(d) while University has instituted measures to sanitize common areas, CONTRACTOR shall be responsible for the daily sanitization of his/her personal workspace prior to and immediately preceding CONTRACTOR’s use of the space. Under no circumstances shall University be liable to CONTRACTOR, or CONTRACTOR’s personal representatives, assigns, heirs, and next of kin for any loss or damage, or any claim or demands on account of any property damage or any injury to, or an illness or the death of, the CONTRACTOR (or any person who may contract COVID-19, directly or indirectly, from the CONTRACTOR) whether caused by the negligence, active or passive, of University or otherwise while CONTRACTOR is in, upon, of about the premises or any facilities or equipment therein of University.

FORCE MAJEURE

Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in whole or partial performance under this Agreement when such failure or delay is caused in whole or in part by a “Force Majeure Event,” which shall be defined as any event beyond the control of a party, including, but not limited to: labor disputes, strike, riot, vandalism, sabotage, terrorist act, war (whether declared or undeclared), inclement weather, flood (whether naturally occurring or manmade), tidal surge or tsunami, landslide, earthquake, fire (whether naturally occurring or manmade), explosion, power shortage or outage, fuel shortage, embargo, congestion or service failure, epidemic, or government regulation, proclamation, order, or action; and in each case not involving the fault or negligence of a party. If any Force Majeure Event occurs affecting a party’s performance under this Agreement, the affected party will give written notice within five (5) days of the occurrence of the Force Majeure Event to the other party and will use commercially reasonable efforts to minimize the impact of the Force Majeure Event. In the event of a Force Majeure Event resulting in a total or partial performance or service failure by either party, the University, in its sole discretion, may immediately terminate this Agreement. To the extent that services have been rendered and deemed acceptable by University, the service fee and other fees and charges payable by University hereunder shall be paid to the Contractor on a pro-rata basis. For those services which the Contractor is unable to perform under this Agreement as a result of such Force Majeure Event, University shall suspend all related payments until such services are restored.

END OF SECTION

BID SHEET

I/WE PURPOSE OF THIS SOLICITATION IS TO ESTABLISH A CONTRACT TO PERFORM FLOWER BED, SHRUBS & TREE MAINTENANCE FOR VARIOUS PROPERTY BLOCKS LOCATED ON THE CAMPUS OF THE UNIVERSITY OF LOUISIANA AT LAFAYETTE IN LAFAYETTE, LOUISIANA, AS SHOWN IN THESE SPECIFICATIONS, UPON AWARD THROUGH JUNE 30, 2025, IN STRICT ACCORDANCE WITH THE REQUIREMENTS IN THESE BID SPECIFICATIONS RENEWABLE FOR UP TO FOUR (4) CONSECUTIVE 12MONTH PERIODS FOR THE FOLLOWING PRICES PROVIDED BELOW:

BLOCK DESCRIPTION	MONTHLY COST <i>(All-inclusive)</i>	ANNUAL COST
ALUMNI CENTER BLOCK		\$ -
HAMILTON HALL BLOCK		\$ -
STUDENT UNION BLOCK		\$ -
ABDALLA HALL, CECIL PICARD, & BOURGEOIS BLOCK		\$ -
MARTIN HALL & QUAD BLOCK		\$ -
ATHLETICS BLOCK		\$ -
ADDITIONAL FEES:		\$ -
GRAND TOTAL		\$ -

BID SUBMISSION CHECKLIST

- | | |
|--|---|
| _____ Certification statement w/original signature | _____ Bid prices provided <u>on the bid sheet(s)</u> provided |
| _____ Certificate of Insurance* | _____ LA Contractor's License Number: _____ |
| _____ Two (2) letters of reference | |

BID SUBMISSION DEADLINE:
 Bid submissions for this solicitation are **due on Friday, December 20, 2024 at 10:00AM CST** – must be received electronically at ULLafayetteBids@louisiana.edu. There are no exceptions to this deadline.

BID OPENING:
 The public bid opening will take place on **Friday, December 20, 2024 at 11:00AM CST on Zoom**, which is available for viewing by registering at:
<https://ullafayette.zoom.us/meeting/register/tJwvcOuppzgvE9zcCLIKxTINN5MPzr5gwnGM>

ZOOM MEETING ID: 982 7219 3598 PASSWORD: 25028

Opening of the bid packages begins at five (5) minutes past the hour to allow all who wish to attend to log in properly.

For further information about the bid or to view job/delivery site, prospective bidder is to email, BidQuestions@louisiana.edu.

BID SHEET (continued)

NET 60 payment terms.

Grand total listed is to be inclusive of all fees necessary to complete assigned deliverables.

The successful bidder may be allowed to increase the unit price by up to 5% annually upon negotiation and agreement by both parties. Both parties must agree to any increase and/or extension, and a decision will be made at each twelve (12) month interval.

PAYMENT OF TAXES

The University of Louisiana at Lafayette is exempt from all Louisiana state and local sales and use taxes and will not pay taxes delineated on invoices for this or any other project.

ADDENDA ACKNOWLEDGEMENT(S)

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA (if applicable):

ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____

FIRM NAME _____

SIGNED BY (signature) _____

SIGNED BY (printed) _____

***In lieu of a certificate of insurance the following information will be accepted review until bid is awarded.**

Policy number	Name(s) and address(es) and Agent(s)	Carrier(s)	Amount(s) of coverage	Type(s) of coverage	Effective date(s)

The actual certificate of insurance shall be due from the successful bidder within ten (10) days of request.

Bidder's comments: _____

By submitting your bid, you are acknowledging that you understand and agree that your company is capable of supplying the products and/or services in the timeline you have provided for the price(s) submitted in your bid.

The University of Louisiana at Lafayette reserves the right to reject any or all bids submitted.

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Invitation to Bid (ITB), including any attachments.

OFFICIAL CONTACT. The University requests that the Bidder designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Telephone Number with area code: () _____

C. Facsimile Number with area code: () _____

Bidder certifies that the above information is true and grants permission to the University to contact the above named person or otherwise verify the information provided. By its submission of this Proposal and authorized signature below, Bidder certifies that:

1. The information contained in its response to this ITB is accurate;
2. Bidder complies with each of the mandatory requirements listed in the ITB and will meet or exceed the requirements specified therein;
3. Bidder agrees to provide all tasks, services, and deliverables listed in Scope of Services for the total cost stated on Bid Form;
4. Bidder accepts the procedures, evaluation criteria, mandatory contract terms, and all other administrative requirements set forth in this ITB.
5. Bidder confirms that its bid will be considered valid until award is made.
6. In making this bid, each Bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.
7. Bidder certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov .)

Professional Job Title: _____

Official Company Name: _____

Federal Identification Number: _____

Street Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Bidder's Authorized Representative: _____
(Signature MUST be HAND SIGNED and should be in Blue ink)

Date: _____