



UNIVERSITY  
OF KENTUCKY

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Purchasing Division

Request for Proposal

UK-0935-10

Proposal Due Date- 12-1-09

LANDSCAPE SERVICES

FOR

UNIVERSITY PHYSICAL PLANT DIVISION



# UNIVERSITY OF KENTUCKY

## Purchasing Division

### REQUEST FOR PROPOSAL (RFP)

**ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.**

<b>PROPOSAL NO.:</b>	<b>UK-0935-10</b>	<b>RETURN ORIGINAL COPY OF PROPOSAL TO:</b>
<b>Issue Date:</b>	<b>10-26-09</b>	<b>UNIVERSITY OF KENTUCKY</b>
<b>Title:</b>	<b>Landscape Services</b>	<b>PURCHASING DIVISION</b>
<b>Purchasing Officer:</b>	<b>James L. Sutton</b>	<b>411 S LIMESTONE</b>
<b>Phone:</b>	<b>859-257-5406</b>	<b>ROOM 322 PETERSON SERVICE BLDG.</b>
		<b>LEXINGTON, KY 40506-0005</b>

**IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 12-1-09 3:00 P.M. Lexington, KY time.**

NOTICE OF REQUIREMENTS

- The University's General Terms and Conditions and Instructions to Bidders, viewable at [www.uky.edu/Purchasing/terms.htm](http://www.uky.edu/Purchasing/terms.htm), apply to this Request for Proposal. When the Request for Proposal includes construction services, the University's General Conditions for Construction and Instructions to Bidders, viewable at [www.uky.edu/Purchasing/ccphome.htm](http://www.uky.edu/Purchasing/ccphome.htm), apply to the Request for Proposal.
- Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
- Any agreement or collusion among Offerors or prospective Offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
- Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, may be fined not less than ten thousand dollars or more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

- That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
- That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition;
- That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
- That the offeror is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340, 164.390, and
- That the Offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award.
- That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The Contractor by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful Contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

**SIGNATURE REQUIRED:** This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office.

<b>DELIVERY TIME:</b>	<b>NAME OF COMPANY:</b>	<b>PHONE:</b>
<b>PROPOSAL FIRM THROUGH:</b>	<b>ADDRESS:</b>	<b>FAX:</b>
<b>PAYMENT TERMS:</b>	<b>CITY, STATE &amp; ZIP CODE:</b>	<b>E-MAIL:</b>
<b>SHIPPING TERMS: F.O.B. DESTINATION - PREPAID AND ALLOWED</b>	<b>TYPED OR PRINTED NAME:</b>	<b>WEB ADDRESS:</b>
<b>FEDERAL EMPLOYER ID NO.:</b>	<b>SIGNATURE:</b>	<b>DATE:</b>

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## 1.0 **DEFINITIONS**

The term "addenda" means written or graphic instructions issued by the University of Kentucky prior to the receipt of Proposals that modify or interpret the Request for Proposal documents by addition, deletions, clarification, or corrections.

The term "competitive negotiations" means the method authorized in the Kentucky Revised Statutes, Chapter 45A.085.

The terms "offer" or "proposal" means the Offeror(s) response to this Request for Proposal.

The term "Offeror" means the entity or Contractor group submitting proposal.

The term "Contractor" means the entity receiving a contract award.

The term "Purchasing Agency" means the University of Kentucky, Division of Purchasing, Room 322 Peterson Service Building, Lexington, KY 40506-0005.

The term "Purchasing Official" means the University of Kentucky's appointed contracting representative.

The term "Responsible Offeror" means a person, company, or corporation who has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance.

The term "solicitation" means Request for Proposal (RFP).

The term "University" means University of Kentucky.

## **2.0 GENERAL OVERVIEW**

### **2.1 Intent and Scope**

This Request for Proposal (RFP) is issued to solicit proposals from qualified, experienced, financially sound, and responsible firms to provide Landscape Installation Services for the University of Kentucky Lexington Campus, located in Lexington, KY. The contractor shall furnish all supervision, personnel, equipment, materials, tools and supplies as required for installing plant material herein described.

The areas described in this RFP should present the Campus as a desirable and well maintained place to work or visit. That is the goal of this RFP.

Landscape Design Services

Landscape Installation Service

[The scope of services is further defined in Section 7.0.](#)

### **2.2 Background Information**

This section is to be completed by the individual (s) or requesting department. It should be easy to understand and brief. The Purchasing Officer should offer samples from other similar RFP's to assist in writing this section.

### **2.3 University Information**

Founded in 1865, the University of Kentucky (UK) is a public, research-extensive, land grant university dedicated to enriching people's lives through excellence in teaching, research, and service. UK's campus covers more than 716 acres and total enrollment is more than 27,000 students representing all Kentucky counties, every state in the nation, and 117 countries. There are more than 13,500 employees.

The University of Kentucky has long embraced its mission to provide excellent education to outstanding resident and non-resident students, recognizing that a knowledgeable populace is the best foundation for a prosperous Commonwealth. This mission has been further enhanced since 1997 when the Kentucky General Assembly mandated that UK become a Top 20 public research university by 2020. President Lee T. Todd Jr. focused the University on achieving this goal through the development of a Top 20 Business Plan in 2005 that gained national prominence for its vision and detail.

UK consists of some 200 major and degree programs in 17 academic and professional colleges. The colleges include: Agriculture, Arts and Sciences, Business and Economics, Communications and Information Studies, Dentistry, Design, Education, Engineering, Fine Arts, Health Sciences, Law, Libraries, Medicine, Nursing, Pharmacy, Public Health, and Social Work. UK boasts over 80 national rankings for academic excellence.

UK operates a nationally recognized research library system, with the capstone being the world-class William T. Young Library. UK's book endowment is the largest among public universities. Its

library network and technology provide extraordinary service to students in the colleges of Medicine, Law, Engineering, Fine Arts and other programs. Meanwhile, students, faculty and Kentucky residents can use UK Libraries' advanced technology to access the most up-to-date information from online journals, government publications and private studies.

The UK Chandler Medical Center, which opened in 1960, is considered one of the nation's finest academic medical centers. As one of two Level 1 Trauma Centers in Kentucky, UK Hospital cares for the most critically injured and ill patients in the region. The 473-bed UK Hospital and UK Children's Hospital are supported by more than 500 faculty physicians and dentists, 400 resident physicians, and a staff of 3,200 health professionals committed to high-quality patient care.

In spring 2007, ground was broken for a new \$450 million UK Chandler Hospital. This more than 1-million square foot facility, to be completed in 2011, is the cornerstone of a 20-year, \$2.5 billion plan to construct the Commonwealth Medical Campus of the Future. Among the campus' components are a now-under-construction \$120 million pharmacy building, additional research buildings, a new shared Health Sciences Learning Center, and additional buildings to house programs for the colleges of Medicine, Nursing, Health Sciences, Dentistry and Public Health.

Research at UK is a dynamic enterprise encompassing both traditional scholarship and emerging technologies. For the last five years, the University has consistently exceeded \$200 million in sponsored projects awards. UK faculty recently attracted a record-breaking total of \$290 million in extramural funding for grants and contracts. A recent ranking placed UK at 26th among all public universities for federal expenditures. Meanwhile, the inventiveness of UK faculty continues to earn the University its standing as 17th among land-grant universities, 34th among public universities, and 57th overall in licensing income and patents. Another national ranking recently put UK 19th among public institutions for the scholarly productivity of its faculty.

UK's agenda is to accelerate the movement toward academic excellence and to become known worldwide for the quality of its academic programs, its commitment to undergraduates, its success in building a diverse community, and its engagement with the larger society.

Visit the University of Kentucky Web site at <http://www.uky.edu>.

### **3.0 PROPOSAL REQUIREMENTS**

#### **3.1 Key Event Dates**

Release of RFP	10-26-09
Pre-Proposal Conference (Optional)	11-17-09
Deadline for Written Questions @ 3:00 p.m. on	11-16-09
RFP Proposals Due Date	12-1-09
Offeror Presentations *	week of 12-7-09
Contract Award*	week of 1-4-10

\* The Potential Offeror Presentations and Contract Award are projected dates.

#### **3.2 Offeror Communication**

To insure that RFP documentation and subsequent information (modifications, clarifications, addendum, written questions & answers, etc.) is directed to the appropriate persons within the

Offeror's firm, each Offeror who intends to participate in this RFP is to provide the following information to the Purchasing Officer. Prompt, thorough compliance is in the best interest of the Offeror. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the Offeror. Without the prompt information, any communication shortfall shall reside with the Offeror.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

This information shall be transmitted via fax or e-mail to:

Mr. James L. Sutton  
Purchasing Division  
University of Kentucky  
322 Peterson Service Building  
Lexington, KY 40506-0005  
Phone: (859) 257-5406  
Fax: (859) 257-1951

E-mail: [jsutton@email.uky.edu](mailto:jsutton@email.uky.edu)

All communication with the University regarding this RFP shall only be directed to the University Purchasing Officer listed above.

### **3.3 Pre-Proposal Conference**

A Pre-Proposal Conference will be held in Lexington, Kentucky on 11-17-09 at 10:00 AM in Room 379 Peterson Service Building, to allow prospective Contractors an opportunity to ask questions, and clarify the University's expectations. This conference provides Offerors an opportunity for oral questions.

The following items should be noted in reference to the Pre-Proposal Conference:

- Attendance at the Pre-Proposal Conference is **optional**. At this conference the scope of services will be discussed in detail and copies of prior year financial reports will be distributed.
- Offerors are encouraged to submit written questions after the Conference by the date listed in Section 3.1 Key Event Dates.

The University will prepare written responses to all questions submitted and make them to all Offerors. The questions and answers will be made part of the RFP and may become part of the contract with the successful Contractor. Oral answers given at the conference are not binding.

### 3.4 **Offeror Presentations**

All Offerors whose proposals are judged acceptable for award may be required to make an Offeror presentation to the evaluation committee.

### 3.5 **Preparation of Offers**

Offeror is expected to follow all specifications, terms, conditions, and instructions in this Request for Proposal.

Offeror will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the Offeror's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.

An electronic version of the RFP is available through the University of Kentucky Division of Purchasing Web site: <http://www.uky.edu/purchasing/>

Click on: **Bid & Proposal Opportunities**

### 3.6 **Proposed Deviations from the Request for Proposal**

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom must be specifically defined in accordance with the Transmittal Letter, Section 4.3 (d). If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

**Note: Offerors shall not submit their standard terms and conditions as exceptions to the RFP Terms and Conditions. Each exception to a University term and condition shall be individually addressed.**

### 3.7 **Proposal Submission and Deadline**

Offeror must provide one (1) electronic copy on compact disk and ten (10) printed copies of each technical proposal under a sealed cover and one (1) electronic copy on compact disk and ten (10) printed copies financial proposals under separate sealed cover, prior to 3:00 P.M. Lexington, KY time on date as specified in Section 3.1 Key Event Dates and addressed to the Purchasing Officer as listed in Section 3.2 Offeror Communication.

**Note: Proposals received after the closing date and time will not be considered. In addition, proposals received via fax or email are not acceptable.**

**The University of Kentucky accepts deliveries of RFP's Monday through Friday from 8:00 am – 5:00 pm Lexington Kentucky time. However, RFP's must be received by 3:00 pm Lexington Kentucky time on the date specified on the RFP in order to be considered.**

Proposals shall be enclosed in sealed envelopes to the above referenced address and shall show the closing time and date specified, the solicitation number, and the name and address of the Offeror on the face of the envelope. **The technical proposal shall be submitted in a sealed envelope under separate cover and the financial proposal shall be submitted in a sealed envelope under separate cover.** Both sealed envelopes shall have identical information on the cover, with the addition that one will state “**Technical Information**”, and the other, “**Financial Proposal**”.

Note: In accordance with the Kentucky Revised Statute 45A.085, there will be no public opening.

### **3.8 Addenda**

Any addenda or instructions issued by the Purchasing Agency prior to the time for receiving proposals shall become a part of this RFP. Such addenda shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

### **3.9 Disclosure of Offeror's Response**

The Request for Proposal specifies the format, required information, and general content of proposals submitted in response to this RFP. The Purchasing Agency will not disclose any portions of the proposals prior to contract award to anyone outside the Purchasing Division, the University's administrative staff, representatives of the State or Federal Government, if required, and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use, or disclose all Proposal data submitted by Offerors in response to this RFP as a matter of public record.

Any submitted proposal shall remain a valid proposal for six (6) months after the proposal due date.

The University shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

### **3.10 Restrictions on Communications with University Staff**

From the issue date of this RFP until a Contractor is selected and a contract award is made, Offerors are not allowed to communicate about the subject of the RFP with any University administrator, faculty, staff, or members of the Board of Trustees except:

- The Purchasing Office representative, any University Purchasing Official representing the University administration, or others authorized in writing by the Purchasing Office and
- University representatives during Offeror presentations.

If violation of this provision occurs, the University reserves the right to reject the Offeror's proposal.

**3.11 Cost of Preparing Proposal**

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the Offerors. The University of Kentucky will provide no reimbursement for such costs.

**3.12 Disposition of Proposals**

All proposals become the property of the University. The successful proposal will be incorporated into the resulting contract by reference.

**3.13 Alternate Proposals**

Offerors may submit alternate proposals. If more than one proposal is submitted, all must be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merits.

**3.14 Questions**

All questions should be submitted by either fax or e-mail to the Purchasing Officer listed in Section 3.2 no later than dated listed in Section 3.1.

**3.15 Section Titles in the RFP**

Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer the construction of contractual language.

**3.16 No Contingent Fees**

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the Offeror or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

**3.17 Proposal Addenda and Rules for Withdrawal**

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University Purchasing Office, signed by the Offeror. Unless requested by the University, the University will not accept revisions, or alterations to proposals after the proposal due date.

## **4.0 PROPOSAL FORMAT AND CONTENT**

### **4.1 Proposal Information and Criteria**

The following list specifies the items to be addressed in the proposal. Offerors should read it carefully and address it completely and in the order listed to facilitate the University's review of the proposal.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that Offerors use the same numbers for the following content as are used in the RFP.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form.
- Transmittal Letter
- Executive Summary and Proposal Overview
- [Criteria 1 - Offeror Qualifications](#)
- [Criteria 2 - Services Defined](#)
- [Criteria 3 - Financial Proposal](#)
- [Criteria 4 - Evidence of Successful Performance and Implementation Schedule](#)
- [Criteria 5 - Other Additional Information](#)

### **4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non- Conflict of Interest Form**

The Offeror will sign and return the proposal cover sheet and print or type her/his name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the Purchasing Agency. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud, and that the signer is authorized to bind the principal Offeror.

### **4.3 Transmittal Letter**

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Offeror. It shall include:

- a) A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the Offeror. If no addenda have been received, a statement to that effect should be included.
- b) A statement that the Offeror's proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.
- c) A statement that the Offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.

- d) A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.
- e) A statement that identifies the Confidential Information as described in Section 6.23 Confidentiality.

**Note: Offerors shall not submit your standard terms and conditions as exceptions to the RFP Terms and Conditions. Each exception to a University term and condition shall be individually addressed.**

#### **4.4 Executive Summary and Proposal Overview**

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

#### **4.5 Criteria 1 - Offeror Qualifications**

The purpose of the Offeror Qualifications section is to determine the ability of the Offeror to respond to this Request for Proposal. Offerors must describe and offer evidence of their ability to meet each of the qualifications listed below.

1. Please provide the contact information and a brief narrative describing the history of your company. Identify the ownership of your company, the primary contact person for the University account, and provide a statement to indicate if your company has ever filed for bankruptcy, been in default on a loan, or if there are pending liens, claims, or lawsuits against the company. If so, please provide a complete description of the circumstance and status.
2. Do you have the personnel to support the work for landscape installation at the University of Kentucky? How many employees are in your company? Provide name and experience of the person who will be the primary supervisor. Provide the number of employees required to perform the work.
3. Do you have the type of equipment and amount of equipment to support the work required for the University of Kentucky? Provide a list of equipment owned by the company and list of the equipment to be used to service the University of Kentucky.
4. Provide financial statements compiled and reviewed by a CPA as follows:
  - a. Financial statements for last two (2) years, to include income statements, balance sheet, and cash flow statements. If the financial information for two (2) years is not available, this information should be provided as completely as possible with statements explaining why?
  - b. If financial statements are not reviewed by a CPA, a written statement from the company's accountant stating the financial condition, debt-to-capital ratio for the period available, and pending actions.

#### **4.6 Criteria 2 – Services Defined**

The following list specifies items to be addressed in this section of your proposal. Please read it carefully and address it completely and in the order listed to facilitate the University's review of your proposal.

1. With the resource described above, is the company able to properly service the Lexington Campus? Provide a brief statement explaining how your company will accomplish the services described in this RFP. In the statement, please include the staffing levels and frequency of the types of services required.
2. Identify all of the equipment that will be used to perform the services. Provide information of the general condition and age of the equipment.
3. Describe how your company recruits, trains, and attempts to retain quality employees. How many of your employees are trained/certified to use chemical agents for weed control and turf building.
4. Is your company able to perform soil analyses?
5. What support will your company require from the University to perform the work functions in this RFP?

#### **4.7 Criteria 3 – Financial Proposal**

The Financial Summary Form shall contain the complete financial offer made to the University using the format contained in Section 8.0. **All financial information must be submitted in a sealed envelope under separate cover.**

#### **4.8 Criteria 4- Evidence of Successful Performance and Implementation Schedule**

1. Provide evidence of the company's experience in commercial/industrial business.
2. Provide the contact information of three (3) current business customers. The business references should be similar in work requirements as described in this RFP.

#### **4.9 Criteria 5-Other Additional Information**

Please provide any additional information that the Offeror feels should be considered when evaluating their proposal.

The Offeror may present any creative approaches that might be appropriate. The Offeror may also provide supporting documentation that would be pertinent to this RFP.

Proposals should be based on the installation of the following example: West planting bed of the Whitehall Classroom Building; a sample plan is provided. The project includes the removal of existing crabapple trees and all other plants in the bed; soil preparation, planting of plants based on the plan provided and mulching. Planting will follow the Standard Specifications attached.

Variations and exceptions may be encountered with any planting plan due to specific locations or situations. Any changes must be communicated to and accepted by the University of Kentucky Grounds Department Superintendent or approved representative.

### Example

The enclosed landscape plan for the Whitehall Classroom Building is provided as an example of the typical plan from which you will be asked to provide a bid upon acceptance of your RFP.

You are asked to use the figures from your RFP to provide an estimate for this project.

You should assume the following:

- Removal of all existing plant material and their roots
- Removal of the top 6 inches of soil
- Addition of 4 inches of topsoil/compost mix
- Incorporate to blend the topsoil/compost into the existing soil
- Layout plants with marking paint and/or flags for approval before planting
- Have all plants approved prior to planting
- Plant incorporating a root stimulating compound as per manufacture's instructions
- Seek approval of planting prior to mulching
- Mulch with 2 inches of hard wood mulch

This estimate will be used to evaluate your proposal.

## 5.0 **EVALUATION CRITERIA PROCESS**

A committee of University officials appointed by the Director of Purchasing will evaluate proposals and make a recommendation to the Director of Purchasing. The evaluation will be based upon the information provided in the proposal, additional information requested by the University for clarification, information obtained from references and independent sources, and oral presentations, if requested.

The evaluation of responsive proposals shall then be completed by an evaluation team, which will determine the ranking of proposals. Proposals will be evaluated strictly in accordance with the requirements set forth in this solicitation, including any addenda that are issued. The University will award the Contract to the responsible Offeror whose proposal is determined to be the most advantageous to the University, taking into consideration the evaluation factors set forth in this RFP.

The evaluation of proposals will include consideration of responses to the list of criteria in Section 4.0. Offerors must specifically address all criteria in their response. Any deviations or exceptions to the specifications or requirements must be described and justified in a transmittal letter. Failure to list such exceptions or deviations in the transmittal letter may be considered sufficient reason to reject the proposal.

The relative importance of the criteria is defined below:

### **Primary Criteria**

- Offeror Qualifications
- Services Defined
- Financial Proposal
- Evidence of Successful Performance and Implementation

### **Secondary Criteria**

- Other Additional Services

The University will evaluate proposals as submitted and may not notify Offerors of deficiencies in their responses.

Proposals must contain responses to each of the criteria, listed in Section 4 even if Offeror's response cannot satisfy those criteria. A proposal may be rejected if it is conditional or incomplete in the judgment of the University.

## **6.0 SPECIAL CONDITIONS**

### **6.1 Contract Term**

The contract(s) from this RFP shall have an initial period of two (2) years from the date of award. The contract shall be renewable on an annual basis for up to three (3) additional years in one (1) year increments. The contract shall not exceed five (5) years.

### **6.2 Effective Date**

The effective date of the contract shall be the date upon which the Parties execute it and all appropriate approvals, including the Commonwealth of Kentucky Government Contracts Review Committee, have been received.

### **6.3 Competitive Negotiation**

It is the intent of the Request for Proposal (RFP) to enter into competitive negotiation as authorized by KRS 45A.085.

The University will review all proposals properly submitted. However, the University reserves the right to request necessary modifications, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to the best interests of the University.

Offeror(s) selected to participate in negotiations may be given an opportunity to submit a Best and Final offer to the Purchasing Agency. All information-received prior to the cut-off time will be considered part of the Offeror's Best and Final offer.

The University also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the contract.

### **6.4 Appearance Before Committee**

Any, all or no Offerors may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offeror(s) are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

### **6.5 Acceptance or Rejection and Award of Proposal**

The University reserves the right to accept or reject any or all proposals, or part of proposals, to waive any informalities, technicalities, clarify any ambiguities in proposals, and unless otherwise specified to accept any item in the proposal. In case of error in extension of prices or other errors in calculation, the unit price shall govern. Further, the University reserves the right to make a single award, split awards, make multiple awards or no award, whichever is in the best interest of the University.

**6.6 Additions, Deletions or Contract Changes**

The University reserves the right to add, delete, or change related items or services to the contract established from this Request for Proposal. No modification or change of any provision in the resulting contract shall be made, unless such modification is mutually agreed to in writing by the Contractor and the Director of Purchasing, and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

**6.7 Contractor Cooperation in Related Efforts**

The University reserves the right to undertake or award other contracts for additional or related work to other entities. The Contractor shall fully cooperate with such other Contractors and University employees and carefully fit its work to such additional work. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other Contractor or by University employees. This clause shall be included in the contracts of all Contractors with whom this Contractor will be required to cooperate. The University shall equitably enforce this clause to all Contractors, to prevent the imposition of unreasonable burdens on any Contractor.

**6.8 Entire Agreement**

The Request for Proposal (RFP) shall be incorporated into any resulting Contract. The resulting contract, including the RFP and those portions of the Offeror's response accepted by the University shall be the entire agreement between the parties.

**6.9 Governing Law**

Contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky, and all other local governments, public authorities, boards or offices relating to the Property or the improvements upon same, or the use thereof, and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The resulting contract shall be governed by Kentucky Law and any claim relating to this contract shall only be brought in the Franklin Circuit Court in Accordance with KRS 45A-245.

**6.10 Termination for Convenience**

The University of Kentucky, Division of Purchasing, reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the Contractor of "notice of termination", the Contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

## **6.11 Termination for Non-Performance**

### **Default**

The Director of Purchasing may terminate the resulting contract for non-performance, as determined by the University for such causes as:

- Failure to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract
- Failure to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained.
- Adjudication as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) days period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default.
- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

### **Notification**

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within ten (10) calendar days, the Director of Purchasing may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

## **6.12 Modification or Withdrawal of Offer**

An offer and/or modification of offer received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

An offer may be modified or withdrawn by written notice before the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an Offeror or an authorized representative, provided the identity of the person is made known and the person signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

**6.13 Rejection**

Grounds for the rejection of proposals include, but shall not be limited to:

- Failure of a proposal to conform to the essential requirements of the Request for Proposal.
- Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the Offeror's liability to the University on the contract awarded on the basis of such solicitation.
- Failure of the Offeror to sign the University Request for Proposal, as part of the proposal. This includes the Authentication of Proposal and Statement of Non-collusion and Non-conflict of Interest statements.
- Receipt of proposal received after the closing date and time specified in the RFP.

**6.14 Prime Contractor Responsibility**

Any contracts that may result from the RFP shall specify that the Contractor or Contractors is (are) solely responsible for fulfillment of the contract with the University.

**6.15 Assignment**

The Contractor(s) shall not assign the contract in whole or in part without the prior written consent of the University. Any attempted assignment shall be void.

**6.16 Permits, Licenses, Taxes and Commonwealth Registration**

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state, and local governments in which work under this contract is performed.

The Contractor must furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the Contractor need not be registered as a prerequisite for responding to the RFP.

The Contractor shall pay any sales, use, personal property and other taxes arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto shall be the responsibility of the Contractor.

The Contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law, including, but not limited to old age pension, social security or annuities.

**6.17 Attorneys' Fees**

In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the University prevails, the Contractor agrees to pay all expenses of such action, including attorneys' fees and costs at all stages of litigation.

**6.18 Patents, Copyrights and Trademarks**

The Contractor shall protect the University from any and all damages or liability arising from alleged infringements of patents, copyrights or trademarks.

**6.19 Indemnification**

The Contractor shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions, expenses, damages, costs (including attorney fees of attorneys of the University's choice and court costs) expenses, all liability of any nature or kind arising out of or relating to the Contractor's response to this Request for Proposal or its performance or failure to perform under the contract awarded from this RFP. This clause shall survive termination for as long as necessary to protect the University.

**6.20 Insurance**

The successful Contractor shall procure and maintain, at its expense, the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the University.

**COVERAGES**

**LIMITS**

**Workers' Compensation**

**Statutory Requirements (Kentucky)**

**Employer's Liability**

**\$500,000/\$500,000/\$500,000**

**Commercial General Liability, including operations/ completed operations, products, to include application or pesticides, fertilizer or any other chemical used for treatment and contractual liability (including defense and investigation costs) including this contract.**

**\$1,000,000 each occurrence  
(BI & PD combined) \$2,000,000 Products  
and Completed Operations Aggregate**

**Business Automobile Liability, covering owned, leased, or non-owned autos**

**\$1,000,000 each occurrence  
(BI & PD combined)**

The successful Contractor agrees to furnish Certificates of Insurance for the above described coverages and limits to the University of Kentucky Division of Purchasing. The University, its trustees and employees must be added as Additional Insured on the Commercial General Liability policy with regards to the scope of this RFP/contract. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the Contractor. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the University. All of these required policies must include a Waiver of Subrogation, except Workers' Compensation, in favor of the University, its trustees and employees.

#### **6.21 Method of Award**

It is the intent of the University to award a contract to the qualified Offeror whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University, cost and other factors considered.

Notwithstanding the above, this RFP does not commit the University to contract for any requirements detailed in this document. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.

#### **6.22 Reports and Auditing**

No reports or audits are required. All estimates are subject to audits.

#### **6.23 Confidentiality**

- a) Unless an exception in accordance with (C) below, and until the Effective Date of an agreement pursuant to this Request for Proposal, this RFP, any responses to the RFP, and other related documents, including but not limited to attachments, appendices, and exhibits, shall be marked and treated as CONFIDENTIAL, as provided for preliminary correspondence under KRS 61.878(1)(i).
- b) On and after the Effective Date of the agreement pursuant to this RFP, all documents associated with this RFP, unless an exception in accordance with (C) below, are NOT treated as CONFIDENTIAL documents and will be released upon receipt of a valid request under Kentucky Open Records law.
- c) Any material or information, in whole or in part, that is submitted whether before or after the Effective Date and that the party believes is confidential or proprietary shall be submitted separately in a document/format clearly marked CONFIDENTIAL. If a party submitting a response to a proposal believes that any document, before or after the Effective Date of the agreement, in whole or in part, pursuant to the RFP is confidential or contains confidential or proprietary information, the party shall identify the specific information and shall submit a listing of the information and the rationale for its being confidential or proprietary. University Office of General Counsel shall review the submitted material/information, consulting with officials of the submitting company, if needed, and make a final determination as to the confidential or proprietary nature of the submitted material.

#### **6.24 Conflict of Interest**

This Request for Proposal and any resulting contract is subject to provisions of the Kentucky Revised Statutes regarding conflict of interest and the University of Kentucky's Ethical Principles and Code of Conduct (<http://www.uky.edu/Legal/ethicscode.htm>). When submitting and signing a proposal, an Offeror is certifying that no actual, apparent or potential conflict of interest exists between the interests of the University and the interests of the Offeror.

A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor, or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift, or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work, or has an unfair competitive advantage.

Questions concerning this section or interpretation of this section should be directed to the University Purchasing Officer identified in this Request for Proposal.

#### **6.25 Extending Contract**

The Offeror's response to this RFP must state whether or not the offeror will permit the use of this contract by other Universities, state agencies, public and private institutions in the Commonwealth of Kentucky. An answer to this issue must be submitted within the response.

#### **6.25 Copyright Ownership and Title to Designs and Copy**

Contractor and University intend this RFP to result in a contract for services, and both consider the products and results of the services to be rendered by Contractor hereunder to be a work made for hire. Contractor acknowledges and agrees that the work and all rights therein, including, without limitation, copyright, belongs to, and shall be the sole and exclusive property of the University. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to the University.

Title to all dies, type, cuts, artwork, negatives, positives, color separations, progressive proofs, plates, copy, and any other requirement not stated herein required for completion of the finished product for use in connection with any University job shall be the property of and owned by the University. Such items shall be returned to the appropriate department upon completion and/or delivery of work unless otherwise authorized by the University. In the event that time of return is not specified, Contractor shall return all such items to the appropriate University department within one week of delivery.

#### **6.26 University Graphic Standards**

The Contractor must adhere to all University of Kentucky Graphics Standards. University Graphics Standards are maintained by the University Public Relations office and can be viewed at <http://www.uky.edu/regs/graphics/>. Non-adherence to the standards can have a penalty up to and including contract cancellation. Only the UKPR Director or designee can approve exceptions to the University standards.

**6.27 Printing Statutes**

The Purchase of Printing Services for all state agencies is governed by Chapter 57 of the Kentucky Revised Statutes. Specifically all Printing must be awarded to the lowest responsive bidder and approved by the Governor of Kentucky. In compliance with these statutes, all printing must be provided by a contract established by the Purchasing Division.

**6.28 Damaged or Inferior Material**

When services are not delivered on the agreed date between the contractor and the University, or if inferior or incomplete work is found, the Purchasing Division in concurrence with the using department reserves the right to reject such materials and request replacement as stated above or authorize the contractor to issue a credit based on the University's cost for all material found unacceptable.

## **7.0 Scope of Services**

The service required in this RFP is the estimation and installation of landscape areas on the campus of the University of Kentucky.

## **7.1 Responsibilities of Contractor**

### **1. Supervisor and Employees**

The Contractor shall make every effort to maintain the same supervisor in charge of the work on the Campus. Based on previous experience, consistency and continuity in this position is necessary.

Employee training and safety awareness are the responsibility of the Contractor or the Contractor's designated representative. Training issues that involve the scope of work on this Campus include proper use of equipment and proper handling and application of chemicals. The Contractor is solely responsible for certification requirements that might apply to specific chemicals used on the landscape.

All personnel shall be dressed in a manner authorized by the Contractor. Shirts and appropriate protective equipment are required.

Any employee whose work habits and/or conduct are deemed objectionable shall be removed from the Campus upon request of the authorized University representative.

### **2. Schedule of Work**

The Contractor is required to provide a work schedule identifying the tasks and an estimated time of completion of each project.

### **3. Safety**

The Contractor is solely responsible for the training of employees on the use of the required equipment to perform the scope of work and for the use of any chemicals applied to the landscape.

## **7.2 Landscape Designs**

As a part of the response to this RFP, the Contractor may be asked to prepare a landscape design concept of a particular area. If approved the concept plan would be presented as a full estimate for that project.

### 7.3 Landscape Installation

#### **General Information for All Areas**

The planting of the landscape designs shall follow the Standard Specifications provided. Plant and flower beds are throughout the campus. Each area is to be planted with the same level of attention and detail.

1. The Contractor is responsible for the construction of the beds following the approved design.
2. The Contractor is responsible for acquisition and planting of plants following the approved design.
3. Maintenance responsibilities of the beds include weeding, pruning, watering and fertilizing until the project is accepted by the authorized Grounds Department representative.
4. Contractor shall provide receipts for all materials.
5. Contractor shall provide labels for all plants purchased and planted on each project.
6. Contractor shall provide proof of origin for all plants, topsoil, compost and mulch.
7. Unless otherwise agreed Contractor shall have all utilities located.
8. Any substitutions shall be agreed to by the authorized Grounds Department representative prior to installation.

**8.0 Financial Offer Summary Form**

Offerors are to provide a separate cost structure for the services defined in this RFP. Breakdown the cost as defined below.

In addition to the above financial offer, Offeror shall submit pricing for additional work requested by the University. Please provide the following:

**Labor cost for the Following Items**

Design Services on a hourly rate	\$ _____
Labor rate for planting flats of annuals	\$ _____
Labor rate for planting 1 gallon perennials	\$ _____
Labor rate for planting flats of perennials	\$ _____
Labor rate to plant trees less than 1.5 inches	\$ _____
Labor rate to plant trees 1.75 inches to 2.75 inches	\$ _____
Labor rate to plant trees 3 inches or greater	\$ _____
Labor rate to plant evergreen trees 4-6 feet in height	\$ _____
Labor rate to plant evergreen trees 6-8 feet in height	\$ _____
Labor rate to plant evergreen trees 8 + feet in height	\$ _____
Labor rate to plant 1- 3 gal container shrubs	\$ _____
Labor rate to plant 5- 7 gal container shrubs	\$ _____
Labor rate to plant Balled & burlapped shrubs	\$ _____
Labor rate for mulching with hardwood bark per 100 square feet	\$ _____
Labor rate for mulching with expanded shale per 100 square feet	\$ _____
Labor rate to install 50 yards of sod	\$ _____
Labor rate for debris removal per cubic yard	\$ _____
Labor rate for removal of non-conforming soil per cubic yard	\$ _____
Labor rate for placement of Soil per cubic yard	\$ _____
Labor rate for pruning/trimming plants in beds	\$ _____

Soil Preparation for planting beds (18" depth) per 100 square feet	\$ _____
Soil Preparation for seed or sod (8" depth) per 100 square feet	\$ _____
Fertilizing per 1000 square feet	\$ _____
Weed Control per 1000 square feet	\$ _____
Insect/Disease Control for plant beds per 1,000 square feet	\$ _____
Insect/Disease Control for Trees per gallon of solution Used	\$ _____

All pricing is for a finished product in accordance with the specification provided.

Contractor shall supply all materials and equipment needed to complete landscape projects.

Contractor shall supply all materials with a \_\_\_\_\_% markup.

**8.1 Payment Schedule**

Please provide a payment schedule for Turf Renovation based on progress and milestones with a substantial amount withheld until satisfactorily completing the entire tasks.

Also, provide a payment schedule for Landscape Management & Maintenance based on monthly payments.

**8.2 Price Protection**

The price quoted must be firm for the first two years. Please provide a statement regarding price protection and how future rates shall be proposed during the life of this Contract.

1. Will rates be guaranteed for:

Year 3	Yes_____	No_____
Year 4	Yes_____	No_____
Year 5	Yes_____	No_____

2. If rates will not be guaranteed, please state the maximum percent increase per year.

Year 3	_____%
Year 4	_____%
Year 5	_____%

The contract price may be adjusted at the conclusion of year two and each subsequent contract year provided that a 90-day written notice is given to the Purchasing Division. Any adjustments allowed shall be firm for the duration of that one-year period and must be approved by both the Contractor and the University of Kentucky Purchasing Division.

## Attachment #1

University Of Kentucky- Standard Specification Requirements

LANDSCAPING  
SECTION 02900 - LANDSCAPING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:

- 1. Trees.
- 2. Shrubs.
- 3. Ground covers.
- 4. Plants.
- 5. Lawns.
- 6. Topsoil and soil amendments
- 7. Fertilizers and mulches.

#### 1.3 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product certificates signed by manufacturers or grower certifying that their products comply with specified requirements.
  - 1. Manufacturer's certified analysis for standard products.
  - 2. Label data substantiating that plants, trees, shrubs, and planting materials comply with specified requirements.
- C. Topsoil Analysis:
- D. Planting schedule indicating anticipated dates and locations for each type of planting.

E. Maintenance instructions recommending procedures to be established by Owner for maintenance of landscaping during an entire year. Submit at substantial completion for a given area.

F. Compost sample: Provide a 5 gallon pail sample for approval.

G. Mulch Sample: Provide a 5 gallon pail sample for approval.

#### 1.4 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced Installer who has completed landscaping work similar in material, design, and extent to that indicated for this Project and with a record of successful landscape establishment.

1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on the Project site during times that landscaping is in progress.

B. Provide quality, size, genus, species, and variety of trees and shrubs indicated, complying with applicable requirements of ANSI Z60.1 "American Standard for Nursery Stock."

C. Topsoil Analysis: Furnish to the University as a part of the submittal process, a soil analysis for on-site soils and borrowed topsoil prior to installation. The test shall be made by a qualified independent soil-testing agency stating percentages of organic matter, inorganic matter (silt, clay, and sand), deleterious material, pH, and mineral and plant-nutrient content of topsoil.

1. Report suitability of topsoil for growth of applicable planting material.

D. Measurements: Measure trees and shrubs according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements 6 inches (150 mm) above ground for trees up to 4-inch (100-mm) caliper size, and 12 inches (300 mm) above ground for larger sizes. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip-to-tip.

E. Pre-installation Conference: Conduct conference with owner, general contractor and consultants at Project site to comply with requirements of Division 1 Section "Project Meetings."

#### 1.5 PROJECT CONDITIONS

A. Utilities: Determine location of above grade and underground utilities and perform work in a manner which will avoid damage. Hand excavate, as required. Maintain grade stakes until removal is mutually agreed upon by parties concerned.

B. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Owner before planting.

#### 1.6 COORDINATION AND SCHEDULING

- A. Coordinate installation of planting materials during normal planting seasons for each type of plant material required.

#### 1.7 WARRANTY

- A. General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
- B. Special Warranty: Warrant the following living planting materials for a period of one year after date of completed landscape installation, against defects including death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, or abuse by Owner, abnormal weather conditions unusual for warranty period, or incidents that are beyond Contractor's control.
  - 1. Trees.
  - 2. Shrubs.
  - 3. Ground covers.
  - 4. Plants.
  - 5. Lawns.
- C. Remove and replace dead planting materials immediately unless required to plant in the succeeding planting season.
- D. Replace planting materials that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
- E. A limit of one replacement of each plant material will be required after Final completion, except for losses or replacements due to failure to comply with requirements.

#### 1.8 TREE AND SHRUB MAINTENANCE

- A. Maintain trees and shrubs by pruning, cultivating, watering, weeding, fertilizing, restoring planting saucers, tightening and repairing stakes and guy supports, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray as required to keep trees and shrubs free of insects and disease. Restore or replace damaged tree wrappings. Maintain trees and shrubs for the following period:
  - 1. Maintenance Period: 3 months following completion of landscape installation.

#### 1.9 GROUND COVER AND PLANT MAINTENANCE

- A. Maintain ground cover and plants by watering, weeding, fertilizing, and other operations as required to establish healthy, viable plantings for the following period:
  - 1. Maintenance Period: until acceptance by authorized Grounds Department Representative

## PART 2 - PRODUCTS

### 2.1 TREE AND SHRUB MATERIAL

- A. General: Furnish nursery-grown trees and shrubs conforming to ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully-branched, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.
- B. Grade: Provide trees and shrubs of sizes and grades conforming to ANSI Z60.1 for type of trees and shrubs required. Trees and shrubs of a larger size may be used if acceptable to Owner, with a proportionate increase in size of roots or balls.
- C. Label at least 1 tree and 1 shrub of each variety and caliper with a securely attached, waterproof tag bearing legible designation of botanical and common name.

### 2.2 SHADE AND FLOWERING TREES

- A. Shade Trees: Single-stem trees with straight trunk, well-balanced crown, and intact leader, of height and caliper indicated, conforming to ANSI Z60.1 for type of trees required.
  - 1. Branching Height: 1/3 to 1/2 of tree height.
- B. Small Trees: Small upright or spreading type branched or pruned naturally according to species and type, and with relationship of caliper, height, and branching recommended by ANSI Z60.1, and stem form as follows:
  - 1. Form: Single stem.
  - 2. Form: Multistem, clump, with 2 or more main stems.
  - 3. Form: Multistem, shrub, with multiple stems.
- C. Provide balled and burlapped trees.

### 2.3 DECIDUOUS SHRUBS

- A. Form and Size: Deciduous shrubs with not less than the minimum number of canes required by and measured according to ANSI Z60.1 for type, shape, and height of shrub.
  - B. Provide balled and burlapped deciduous shrubs.
    - 1. Container-grown deciduous shrubs will be acceptable in lieu of balled and burlapped deciduous shrubs subject to meeting ANSI Z60.1 limitations for container stock.
- 2.4 CONIFEROUS EVERGREENS
- A. Form and Size: Normal-quality, well-balanced, coniferous evergreens, of type, height, spread, and shape required, conforming to ANSI Z60.1.
  - B. Provide balled and burlapped coniferous evergreens.
- 2.5 BROADLEAF EVERGREENS
- A. Form and Size: Normal-quality, well-balanced, broadleaf evergreens, of type, height, spread, and shape required, conforming to ANSI Z60.1.
  - B. Provide balled and burlapped broadleaf evergreens.
    - 1. Container-grown broadleaf evergreens will be acceptable in lieu of balled and burlapped broadleaf evergreens subject to meeting ANSI Z60.1 limitations for container stock.
- 2.6 GROUND COVERS AND PLANTS
- A. Provide ground covers and plants established and well rooted in removable containers or integral peat pots and with not less than the minimum number and length of runners required by ANSI Z60.1 for the pot size indicated.
- 2.7 GRASS MATERIALS
- A. Sod: Certified Bluegrass sod complying with ASPA specifications for machine-cut thickness, size, strength, moisture content, and mowed height, and free of weeds and undesirable native grasses. Provide viable sod of uniform density, color, and texture of the following turfgrass species, strongly rooted, and capable of vigorous growth and development when planted.
    - 1. Species: Provide Bluegrass sod of grass, with less than 5% weeds materials.
- 2.8 TOPSOIL
- A. Topsoil: ASTM D 5268, pH range of 5.5 to 7, 4 percent organic material minimum, free of stones 1 inch (25 mm) or larger in any dimension, and

other extraneous materials harmful to plant growth. The topsoil shall contain not more than 10% rock of any size.

1. Topsoil Source: Import clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth.
2. All planting areas in which the current soil, does not meet this standard will need to be replaced.

#### 2.9 SOIL AMENDMENTS

- A. Lime: ASTM C 602, Class T, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent, with a minimum 99 percent passing a No. 8 (2.36 mm) sieve and a minimum 75 percent passing a No. 60 (250 micrometer) sieve.
- B. Compost: Finely divided or granular texture composed of decomposed materials.
  1. Furnish to the University as a part of the submittal process, a sample of the compost to be used on the project.

#### 2.10 FERTILIZER

- A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea-form, phosphorous, and potassium in the following composition:
  1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.

#### 2.11 MULCHES

- A. Organic Mulch: Organic mulch, free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:
  1. Type: Shredded aged hardwood bark.
  2. Furnish to the University as a part of the submittal process, a sample of the Mulch to be used on the project.

#### 2.12 STAKES AND GUYS

- A. Upright and Guy Stakes: Rough-sawn, sound, new hardwood, redwood, or pressure-preservative-treated softwood, free of knots, holes, cross grain, and other defects, 2 by 2 inches (50 by 50 mm) by length indicated, pointed at one end.

- B. Guy and Tie Wire: ASTM A 641 (ASTM A 641M), Class 1, galvanized-steel wire, 2-strand, twisted, 0.106 inch (2.7 mm) in diameter.
- C. Hose Chafing Guard: Reinforced rubber or plastic hose at least 1/2 inch (13 mm) in diameter, black, and cut to lengths

#### 2.13 MISCELLANEOUS MATERIALS

- A. Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's instructions.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine areas to receive landscaping for compliance with requirements and for conditions affecting performance of work of this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, and secure Owner acceptance before the start of planting work. Make minor adjustments as may be required.

#### 3.3 PLANTING SOIL PREPARATION

- A. Before mixing, clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth.
- B. Mix well Drained Compost and fertilizers with topsoil at a rate of 20% volume in the top 8 inches of soil. Delay mixing fertilizer if planting does not follow placing of planting soil within a few days.
- C. For tree pit or trench backfill, mix planting soil before backfilling and stockpile at site.
- D. For planting beds and lawn areas, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.

### 3.4 SHRUBS GROUND COVER AND PLANT BED PREPARATION

- A. Loosen sub grade of planting bed areas to a minimum depth of 18 inches (150 mm). Remove stones larger than 1 1/2 inches (38 mm) in any dimension and sticks, roots, rubbish, and other extraneous materials.
- B. Till soil in beds to a minimum depth of 8 inches (200 mm) and mix with well drained compost and fertilizers at a rate of 20% volume in the top 8 inches of soil.

### 3.6 EXCAVATION FOR TREES AND SHRUBS

- A. Pits and Trenches: Excavate with tapered sides and with bottom of excavation slightly raised at center to assist drainage. Loosen hard subsoil in bottom of excavation. If conditions are found that do not meet soil standards excavation may need to be larger.
  - 1. Balled and Burlapped Trees and Shrubs: Excavate approximately 1-1/2 times as wide as ball diameter and equal to ball depth.
  - 2. Container-Grown Trees and Shrubs: Excavate to 1-1/2 times the container width and equal depth of container.
- B. Dispose of subsoil removed from landscape excavations. Do not mix with planting soil or use as backfill.
- C. Obstructions: Notify Owner if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
  - 1. Hardpan Layer: Drill 6-inch- (150-mm-) diameter holes into free-draining strata or to a depth of 10 feet (3 m), whichever is less, and backfill with free-draining material.
- D. Drainage: Notify Owner if subsoil conditions evidence unexpected water seepage or retention in tree or shrub pits.
- E. Fill excavations with water and allow to percolate out, before positioning trees and shrubs, if drainage is thought to be a problem.

### 3.7 PLANTING TREES AND SHRUBS

- A. Set balled and burlapped stock plumb and in center of pit or trench with top of ball raised above adjacent finish grades as indicated.
  - 1. Place stock on setting layer of compacted planting soil.
  - 2. Remove top 1/3 of burlap and wire baskets from root balls. Remove pallets, if any, before setting. Do not use planting stock if ball is cracked or broken before or during planting operation.
  - 3. Place backfill around ball in layers, lightly tamping to settle backfill and eliminate voids and air pockets. When pit is approximately 1/2 backfilled, water thoroughly before placing remainder of backfill. Repeat

watering until no more is absorbed. Water again after placing final layer of backfill.

- B. Set container-grown stock plumb and in center of pit or trench with top of ball raised above adjacent finish grades as indicated.
  - 1. Carefully remove containers so as not to damage root balls.
  - 2. Place stock on setting layer of compacted planting soil.
  - 3. Place backfill around ball in layers, lightly tamping to settle backfill and eliminate voids and air pockets. When pit is approximately 1/2 backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.
- C. Dish and tamp top of backfill to form a 3-inch- (75-mm-) high mound around the rim of the pit. Do not cover top of root ball with backfill.

### 3.8 TREE AND SHRUB PRUNING

- A. Prune, thin, and shape trees and shrubs according to standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise directed by Owner, do not cut tree leaders; remove only injured or dead branches from flowering trees. Prune shrubs to retain natural character. Shrub sizes indicated are size after pruning. All taxus are to be trimmed.

### 3.9 TREE AND SHRUB GUYING AND STAKING

- A. Guying and Staking: Guy and stake trees exceeding 14 feet (4.2 m) and more than 3-inch (75-mm) caliper unless otherwise indicated. Securely attach no fewer than 3 guys to stakes 30 inches (760 mm) long, driven to grade. Attach flags to each guy wire, 30 inches (760 mm) above finish grade.

### 3.10 PLANTING GROUND COVER AND PLANTS

- A. Space ground cover and plants as indicated. Plant on a spacing of 8 inches a part.
- B. Dig holes large enough to allow spreading of roots, and backfill with planting soil. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.

### 3.11 MULCHING

- A. Mulch backfilled surfaces of pits, trenches, planted areas, and other areas indicated.

B. Organic Mulch: Apply the following average thickness of organic mulch and finish level with adjacent finish grades. Do not place mulch against trunks or stems.

1. Thickness: 3 inches (75 mm).

### 3.12 SODDING NEW LAWNS

A. Lay sod within 24 hours of stripping. Do not lay sod if dormant or if ground is frozen.

B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to grade or sod during installation. Overseed sod with Fescue blend seed at a rate of 7 pounds per 1000 square feet. Tamp and roll lightly to ensure contact with grade, eliminate air pockets, and form a smooth surface

1. Lay sod across angle of slopes exceeding 1:3.

2. Anchor sod on slopes exceeding 1:6 with wood pegs spaced as recommended by sod manufacturer but not less than 2 anchors per sod strip to prevent slippage.

C. Saturate sod within 2 hours of planting. During first week, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches (38 mm) below the sod.

### 3.13 RECONDITIONING LAWNS

A. Recondition existing lawn areas damaged by Contractor's operations, including storage of materials or equipment and movement of vehicles. Also recondition lawn areas where settlement or washouts occur or where minor regrading is required.

B. Remove sod and vegetation from diseased or unsatisfactory lawn areas; do not bury into soil. Remove topsoil containing foreign materials resulting from Contractor's operations, including oil drippings, fuel spills, stone, gravel, and other construction materials, and replace with new topsoil.

C. Where substantial lawn remains, mow, dethatch, core aerate, and rake. Remove weeds before seeding. Where weeds are extensive, apply selective herbicides as required. Do not use pre-emergence herbicides.

D. Remove waste and foreign materials, including weeds, soil cores, grass, vegetation, and turf, and legally dispose of it off the Owner's property.

E. Till stripped, bare, and compacted areas thoroughly to a depth of 6 inches (150 mm).

F. Apply required soil amendments and initial fertilizers and mix thoroughly into top 4 inches (100 mm) of soil. Provide new planting soil as required to fill low spots and meet new finish grades.

G. SOD ALL AREAS OF RECONDITIONED LAWNS AS SPECIFIED ABOVE.

### 3.14 INSTALLATION OF MISCELLANEOUS MATERIALS

- A. Apply antidesiccant using power spray to provide an adequate film over trunks, branches, stems, twigs, and foliage.
- 1. When deciduous trees or shrubs are moved in full-leaf, spray with antidesiccant at nursery before moving and again 2 weeks after planting.

### 3.15 CLEANUP AND PROTECTION

- A. During landscaping, keep pavements clean and work area in an orderly condition. All Pavement surfaces used may need to be pressure cleaned.
- B. Protect landscaping from damage due to landscape operations, operations by other contractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.

### 3.16 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of it off the Owner's property.

### 3.17 PLANTING SOIL AMENDMENTS SCHEDULE

- A. Well drained compost mix in the topsoil at a rate of 20% by volume.

PLANTING SOILS WILL BE CAREFULLY CHECKED AND MUST MEET THE ABOVE REQUIREMENTS.

Attachment #2

**White Hall Classroom Building  
Landscape Plan**

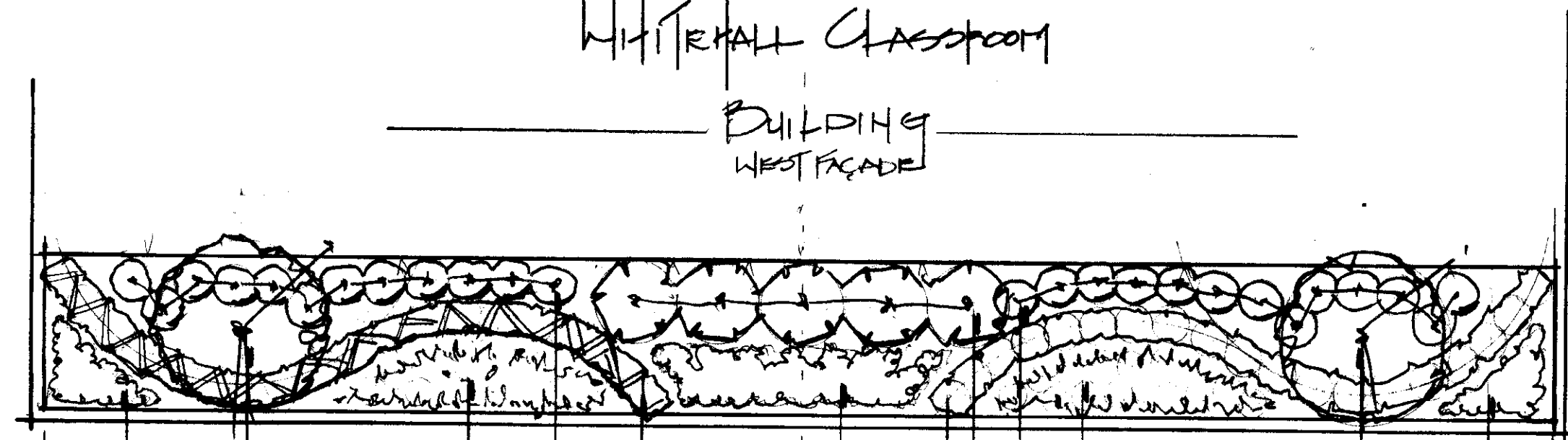
West Façade

12/3/2008

<b>Plant Name</b>	<b>Quantity</b>	<b>Size</b>
Sweet Gum 'Moraine'	2	2"
Foster Holly	5	6-7'
Taxus 'Runyan'	38	18-24"
Knockout Rose (red)	20	3 gal.
Knockout Rose (pink)	14	3 gal.
Pennisetum 'Hameln'	30	2 gal.
Perennials	40	1 gal.
compost	5	cubic yard
Mulch	10	cubic yard

# WHITEHALL CLASSROOM

BUILDING  
WEST FACADE

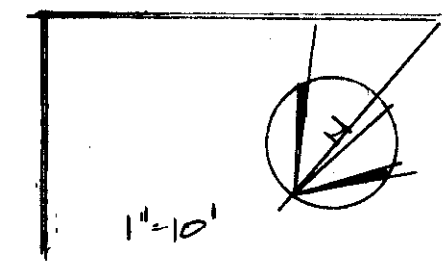


PERENNIALS  
SPRING BLOOMS  
SUMMER BLOOM  
1 SWEET GUM

15 - HAMELN GRASS  
17 - KNOCKOUT ROSE  
19 - TAXUS

PERENNIALS  
SPRING BLOOMS  
SUMMER BLOOM  
1 SWEET GUM

15 - HAMELN GRASS  
17 - KNOCKOUT ROSE  
5 - FOSTER HOLLY  
19 - TAXUS  
SEASONAL COLOR



DATE  
12-08  
REVISED BY

WHITEHALL CLASSROOM BLDG  
WEST FACADE PAINTING PLAN

PHYSICAL  
PLANT  
DIVISION  
**UK**

PT - UK  
GWH