

<b>SUBMIT PROPOSAL TO:</b> <b>PURCHASING DEPARTMENT</b> <b>UNIVERSITY OF CENTRAL FLORIDA</b> <b>12479 RESEARCH PARKWAY, BLDG. 600</b> <b>ORLANDO, FL 32826</b> <b>Phone:(407) 823-2661 – Fax (407) 823-5551</b> <b>www.purchasing.ucf.edu</b>		<b>University of Central Florida</b>  <b>REQUEST FOR PROPOSAL</b>  <b>Contractual Services Acknowledgement Form</b>	
Page 1 of 37 Pages	PROPOSALS WILL BE OPENED <b>June 22, 2012</b> 2:00 pm and may not be withdrawn within <b>120</b> days after such date and time.		PROPOSAL NO: <b>1129SCSA</b>
UNIVERSITY MAILING DATE: <b>May 17, 2012</b>	PROPOSAL TITLE: <b>Coin/Card Operated Washer and Dryer Laundry Operation – Annual Contract</b>		
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER			
VENDOR NAME		REASON FOR NO PROPOSAL	
VENDOR MAILING ADDRESS			
CITY - STATE - ZIP CODE			
AREA CODE		TELEPHONE NO.	
		TOLL FREE NO.	
		FAX NO.	
<b>POSTING OF PROPOSAL TABULATIONS</b>			
Proposal tabulations with intended award(s) will be posted for review by interested parties at the Purchasing Department, our solicitation web page and the State of Florida's Vendor Bid System and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in UCF Regulation 7.130(5) at <a href="http://regulations.ucf.edu/chapter7/index.html">http://regulations.ucf.edu/chapter7/index.html</a> shall constitute a waiver of proceedings under that regulation.			

**Government Classifications**  
**Check all applicable**

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

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

**GENERAL CONDITIONS**

**1. SEALED PROPOSALS:** All proposal sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date, and time of the proposal opening and the proposal number. Proposal prices not submitted on attached proposal price sheets when required shall be rejected. All proposals are subject to the terms and conditions specified herein. Those proposals, which do not comply with these terms and conditions are either automatically rejected with respect to non-compliance with non-negotiable terms and conditions or may be rejected, at UCF's sole discretion, with respect to any other terms and conditions.

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

**3. NO PROPOSAL SUBMITTED:** If not submitting a proposal, respond by returning only this proposer acknowledgment form, marking it "NO PROPOSAL," and explain the reason in the space provided above. Failure to respond without justification may be cause for removal of the proposer's

name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO PROPOSAL," and it must be received no later than the stated proposal opening date and hour.

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**AUTHORIZED SIGNATURE (MANUAL)**

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**AUTHORIZED SIGNATURE (TYPED), TITLE**

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

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

**(b) MISTAKES:** Proposers are expected to examine the conditions, scope of work, proposal prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the proposer's risk.

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

Vendors shall submit properly certified original invoices to:

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

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

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

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

**Vendor Ombudsman:** A vendor ombudsman position has been established within the Division of Finance & Accounting. It is the duty of this individual to act as an advocate for vendors who may be experiencing problems in obtaining timely payments(s) from the University of Central Florida. The Vendor Ombudsman can be contacted at (407) 882-1040; or by mail at the address in paragraph 4.(c) above.

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

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



**UNIVERSITY OF CENTRAL FLORIDA**

**REQUEST FOR PROPOSAL NUMBER 1129SCSA**

**FOR**

**Coin/Card Operated Washer and Dryer Laundry Operation**

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## **1.0 INTRODUCTION**

### **1.1. Statement of Objective**

The objective of this Request for Proposal (RFP) is to enable the University of Central Florida (UCF) to acquire the professional expertise and services of a qualified coin/card-operated washer and dryer laundry services company for the operation and management services of the coin/card-operated laundry facilities at various sites on UCF's main campus in Orlando, Florida. UCF's ultimate objective is to provide the highest quality coin/card-operated washer and dryer laundry operation services at the most affordable prices for its various constituents.

The successful Proposer, if any, should demonstrate proven success in providing coin/card-operated (washer and dryer) laundry management services in the university environment, to include delivery and installing laundry equipment, as well as, providing timely maintenance and repair services to support such systems. The Proposal's technical design and eventual cost proposal should address and be consistent with coin/card-operated laundry service trends identified by the Proposer as important in the next five years.

This document is intended to encourage qualified coin/card-operated laundry management services companies to propose, subject to and within the framework of the general and functional conditions and requirements of this RFP, a business plan for the provision of coin/card-operated laundry services on campus, and surrounding facilities, to UCF's various constituents. It is intended that the successful Proposer, if any, will function not just as a provider of coin/card-operated laundry services but also, when and to the extent requested by UCF, as a consultant to, and administrative agent for, UCF.

This RFP provides the Proposer with information regarding UCF's current laundry services operations and UCF's intentions to enhance laundry services provided by introducing laundry equipment that can be operated by either coin or card, as convenient to the user of the laundry equipment. The information provided in this RFP is provided for forecasting, however, and UCF is neither liable nor responsible for the accuracy of such data. UCF assumes that the Proposer will research, through client interviews, special interest (focus) groups, and/or campus surveys, what coin/card-operated laundry service offerings will provide customer satisfaction in all areas. Additionally, it is assumed that the Proposer will audit the current facilities and coin-operated laundry service venues and make recommendations to enhance facilities that insure delivery of a quality product that fills the needs discovered during the research phase. All of this should be accomplished in light of the financial impact to assure a reasonable price-value relationship for UCF, its constituents, and the Proposer.

The Successful Proposer, if any, will enter into a contract with UCF that provides for the performance of all terms and conditions set forth in this RFP, unless UCF has agreed to accept or negotiate certain terms and conditions, as described in Section 2.3. Non-negotiable terms and conditions (as indicated on Appendix II) must always be performed by the Proposer.

### **1.2. Contract Award**

- A. UCF intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal represents the best value after evaluation in accordance with the criteria in this solicitation.
- B. UCF may reject any or all proposals if such action is in UCF's best interest.
- C. UCF may waive informalities and minor irregularities in proposals received.
- D. UCF reserves the right to evaluate proposals and award a contract without negotiations with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint.

- E. UCF reserves the right to conduct negotiations with the highest ranked offeror(s).
- F. UCF reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- G. UCF reserves the right to make multiple awards if, after considering the additional administrative costs, it is in UCF's best interest to do so.
- H. A written notice of award will be sent to the successful offeror(s).

### **1.3. UCF Environment**

UCF operates on the semester system. Enrollment for fall 2011 totaled 58,587 students.

Approximately 6,000 students reside on UCF's main Orlando campus in residence halls. APPENDIX V is a listing of current laundry facility locations and the number of washers and dryers at each location.

Gross collections on laundry facilities for the most recent accounting period were \$305,000.

## **2.0. GENERAL CONDITIONS**

### **2.1. Authorized UCF Representative/Public Notices/UCF Discretion**

Proposer's response to this RFP and any communications and/or inquiries by Proposer during this RFP process must be submitted in writing to the individual and address stated below. **Inquiries are preferred via email.** UCF will consider only those communications and/or inquiries submitted in writing to the individual below on or before the date and time specified in Section 2.2, "Calendar of Events." To the extent UCF determines, in its sole discretion, to respond to any communications and/or inquiries, such response will be made in writing and mailed/mailed to all Proposers. UCF shall not accept or consider any written or other communications and/or inquiries (except a Proposal) made between the date of this deadline and the posting of an award, if any, under this RFP.

Mr. Stephen Phillips  
Purchasing Department  
12479 Research Parkway  
Orlando, FL 32826-3248  
Stephen.Phillips@ucf.edu  
PH: 407-823-2661  
Fax: 407-823-5551

Advance notice of public meetings regarding this RFP, if UCF determines at its sole discretion whether any such meetings will be held, will be in writing and posted in UCF's Purchasing Department, 12479 Research Parkway. Additionally, any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation at which a vendor makes an oral presentation or at which a vendor answers questions is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution. This also includes any portion of a team meeting at which negotiation strategies are discussed. All such meetings shall be conducted in accordance with Chapter 286 of the Florida Statutes. UCF also reserves the right and sole discretion to REJECT any proposal at any time on grounds that include, without limitation, either that a proposal is nonresponsive to the RFP or is incomplete or irregular in any way, or that a responsive proposal is not in UCF's best interest.

### **2.2. Approximate Calendar of Events**

Listed below are the dates and times by which stated actions should be taken or completed. If UCF determines, in its sole discretion, that it is necessary to change any of these dates and times, it will issue an Addendum to this RFP. All listed times are local time in Orlando, Florida.

Date/Time	Action
May 17, 2012	Request for Proposal advertised
May 17, 2012	Request for Proposal released
May 23, 2012	Pre-Proposal and Site Visit 10:30 am (Attendance highly encouraged)
June 1, 2012	Last Day to submit communications and/or inquiries in writing only; preferably by email to <a href="mailto:Stephen.Phillips@ucf.edu">Stephen.Phillips@ucf.edu</a> by 2:00 p.m.
June 7, 2012	Responses to inquiries and Addenda, if any, mailed to Proposers
June 22, 2012	Deadline for Proposal submission at 2:00 p.m. (RFP opening)

### 2.3. Proposer Communications and/or Inquiries

- A. UCF is not liable for interpretations/misinterpretations or other errors or omissions made by the Proposer in responding to this RFP. The Proposer shall examine this RFP to determine if UCF's conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this RFP, the Proposer believes there are any conditions or requirements which remain unclear or which restrict competition, the Proposer may request, in writing, that UCF clarify or change condition(s) or requirement(s) specified by the Proposer. The Proposer must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Proposer. The Proposer also must provide detailed justification for a change, and must recommend specific written changes to the specified condition(s) or requirement(s). Requests for changes to this RFP must be received by UCF not later than the date shown in Section 2.2., entitled "Calendar of Events," for the submittal of written communications and/or inquiries. UCF shall not make any changes to any of the non-negotiable terms and conditions. The non-negotiable terms and conditions are indicated on Appendix II. Requests for changes to the non-negotiable provisions of this RFP shall automatically be rejected. Requests for changes to anything other than the non-negotiable provisions of this RFP may or may not be accepted by UCF and may or may not be negotiated by UCF, all at UCF's sole discretion.
- B. Any Proposer disagreeing with any terms and conditions set forth in this RFP shall indicate on Appendix II, Terms and Conditions Supplemental Proposal Sheet, the specific RFP section(s) the Proposer disagrees with and shall provide a clear and detailed reason for the disagreement and a solution to the disagreement, in his/her proposal, all PRIOR TO the deadline stated in Section 2.2 "Calendar of Events." UCF may or may not accept or agree to negotiate any of the terms and conditions that Proposers indicated as disagreeing with, all at UCF's sole discretion. The indication of disagreement with any non-negotiable terms and conditions shall be automatically rejected.
- C. Failure to submit Appendix II and clearly indicating which terms and conditions the Proposer agrees and disagrees with (i.e. failure to initial the designated sections set forth on Appendix II, indicating that the Proposer has either understood and agreed to or disagreed with each particular section listed on Appendix II) and/or clear and detailed reasons for the disagreement, with the proposal, all prior to the deadline stated in Section 2.2. "Calendar of Events," shall be grounds for rejection of that proposal, at UCF's sole discretion. UCF may or may not accept and/or negotiate any such terms and conditions that the Proposer disagreed with. If UCF decides not to accept any of the terms and conditions the Proposer disagreed with, UCF shall have the right, at UCF's sole discretion to exercise its right to reject the tentative awardee's proposal and proceed to the next highest ranked proposer. As noted above, the disagreement with any non-negotiable terms and conditions by the Proposer shall be automatically rejected.
- D. UCF shall at its sole discretion determine what requested changes to this RFP and the resulting



agreement are acceptable. Non-negotiable terms and conditions, as indicated on Appendix II will always stay as they are and any requested changes to such clauses shall automatically be rejected. UCF shall issue an Addendum reflecting the acceptable changes to this RFP, if any, which shall be sent to all Proposers as specified in Section 2.1.

- E. Any communications, questions and/or inquiries from the Proposer concerning this RFP in any way must be submitted in writing to the individual identified in Section 2.1 not later than June 1, 2012 **at 2:00** p.m. Eastern Time as set forth in the Calendar of Events. Written inquiries must be legible and concise and must clearly identify the Proposer who is submitting the inquiry.

#### **2.4. Proposers' Conference and Site Visit**

The proposer's conference will be held May 23, 2012 at 10:30 a.m. in the Conference Room of Housing Administration Building. This is highly recommended for proposers to understand the true scope of this RFP, and the services to be provided. The purpose of the conference is to familiarize prospective proposers, or their representatives with the specifications, clarify requirements, and unofficially answer questions that may arise prior to the proposal submission date.

No questions asked, nor any answers given shall be deemed official unless asked and answered in writing after the conference. Please submit all questions to Steve Phillips via email at [Stephen.Phillips@ucf.edu](mailto:Stephen.Phillips@ucf.edu). Written questions will be answered in the form of an addendum to all parties.

#### **2.5. Written Addenda**

Written Addenda to this RFP along with an Addenda Acknowledgment Form will be mailed to all Proposers. The Addenda Acknowledgment Form shall be signed by an authorized representative of the Proposer, dated and returned with the proposal.

#### **2.6. Proposal Due/Opening Date**

Proposer's response to this RFP shall be prepared in accordance with Section 3.0, "Required Proposal Format". Proposals are due at the time and date specified in Section 2.2, "Calendar of Events" and must be received by UCF's Authorized Representative in UCF's Purchasing Department, Orlando Tech Center, 12479 Research Parkway, Orlando, FL 32826, no later than 2:00 pm on June 22, 2012 according to the time clock in UCF's Purchasing Department. Proposals or amendments to proposals that arrive after 2:00 pm on June 22, 2012 will not be accepted/considered for any reason whatsoever. Telephone, including facsimile and electronic mail, and telegraphic proposals and/or amendments to proposals shall not be accepted at any time. At 2:00 pm on June 22, 2012, all timely proposals will be opened for the sole purpose of recording the names of the Proposers submitting written proposals.

If Proposer elects to mail in his/her proposal package, the Proposer must allow sufficient time to ensure UCF's proper receipt of the proposal package by the time specified above. Regardless of the form of delivery, it is the responsibility of the Proposer to ensure that the proposal package arrives at UCF's Purchasing Department no later than 2:00 pm on June 22, 2012.

Proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposal submission time and date shown above. Proposals must be delivered in sealed envelopes clearly marked: RFP# 1129SCSA Coin/Card Operated Washer and Dryer laundry Operation. The proposal must be **two (2) original hard copies, and 7 electronic (thumb drive, or DC, or DVD) copies**. Only the one hard copy needs to contain original signatures of the Proposer's authorized representatives on the document titled "REQUEST FOR PROPOSAL ACKNOWLEDGMENT FORM (Form RFP/CS)." The copy containing the original signature must be marked "ORIGINAL." Nonconformance of this section may be grounds for rejection of proposal.

## 2.7. Section Not Used

## 2.8. Evaluation Criteria and Selection Process

- A. UCF reserves the right to conduct negotiations if the decision maker (Vice President/Dean or his/her written designee(s) with the advice and consent of the Purchasing Director determines negotiations to be in the best interest of the university. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution. Discussions with offerors after receipt of a proposal do not constitute a rejection, counteroffer or acceptance by UCF.
- B. UCF reserves the right to conduct negotiations with the highest ranked offeror(s). In the event the decision maker determines it to be in UCF's best interest to enter into negotiations, he/she after receiving the advice and consent of the Purchasing Director shall:
1. Establish an evaluation committee tailored for the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of proposals. The committee will review all responsive proposals and develop a ranked order of offerors based on the points given each evaluation criteria contained herein;
  2. Develop the acquisition plan (strategy to award with or without negotiations) after review of proposals;
  3. Ensure consistency among the solicitation requirements, notices to offerors, proposal preparation instructions, evaluation criteria, solicitation provisions or contract clauses, and data requirements;
  4. Ensure that proposals are evaluated based solely on the evaluation criteria contained in the solicitation;
  5. Consider the recommendations of the evaluation committee in determining which proposer(s) to enter into negotiations; and
  6. Select the negotiation team. This can be the evaluation team or any other individual(s) the decision maker deems necessary for the acquisition. The negotiation team will invite the highest ranked offeror(s) falling within the desired competitive range to enter into negotiations.
- C. All proposals shall be initially evaluated based on weighted criteria set forth in the table below by members of an evaluation committee. Such committee shall consist of three (3) or more individuals who have expertise regarding, or some experience with, the subject matter of the RFP or, if none, then individuals who could be characterized as recipients, beneficiaries, or users of the RFP's subject matter. The Vice President/Dean or his/her written designee(s) will appoint the evaluation committee members. Committee members, at the discretion of the Vice President/Dean or his/her written designee(s), shall have the option to meet as a group any time during formulation of the specifications and solicitation stage to discuss and correct any concerns and ambiguities of the solicitation and specifications. This privilege shall be rescinded upon opening of the proposals. After proposal opening, each evaluation committee member shall function independently of all other persons including, without limitations, the other committee members, and, throughout the entire evaluation process, each evaluation committee member is strictly prohibited from meeting with or otherwise discussing this RFP and any aspect thereof including, without limitation, the proposals and their content with any other individual whatsoever. Each evaluation committee member shall conduct an independent evaluation of the proposals in accordance with the weighted evaluation criteria set forth in the following Table A:

**Table A – Evaluation of Responses**

<u>FACTOR</u>	<u>MAX. POINTS</u>
<b>1. EXPERIENCE AND QUALIFICATIONS</b>	
a. Proposal’s record of performance in providing laundry services to student residing in college/university housing facilities. Quality of references with other Florida Schools	5
b. Extent of Proposal’s size, credit standing, financial record, stability, and management	5
<b>2. DESIGN PLAN</b>	
a. Ideas to Make Laundry Facilities Student-Customer Friendly	5
b. Quality of products and level of service offered in the following areas:	
(1) Service Policies and Procedures	15
(2) Maintenance Proposal	5
(3) Incentives	5
(4) Service Hours	5
(5) Marketing Plan	5
(6) Number of Student Housing programs with laundry service provided by vendor	5
(7) Unique Service and Products Offered	10
c. Facility Enhancements	5
d. Card System Implementation	5
<b>3. ORGANIZATION AND OPERATION OF PROPOSER</b>	5
<b>4. EQUIPMENT: TYPE PROPOSED &amp; RECORD OF CUSTOMER ACCEPTANCE, UTILITY SAVINGS</b>	10
<b>5. PERSONNEL ASPECTS OF PROPOSAL</b>	5
<b>6. FINANCIAL ARRANGEMENTS</b>	15
<b>7. CONFORMANCE TO RFP’S PREFERRED CONDITIONS AND REQUIREMENTS (FAILURE TO CONFORM TO RFP’S MANDATORY CONDITIONS AND REQUIREMENTS WILL RESULT IN REJECTION OF PROPOSAL)</b>	10
<b>TOTAL POINTS</b>	120

Each evaluation committee member must independently score, in writing, each proposal on the form depicted in **APPENDIX I**. Each evaluation committee member shall enter comments, if any, regarding the proposal and then sign the completed score forms and deliver them, in a sealed envelope, to the Assistant Director of Purchasing, who will forward copies to the **Vice President Student Development and Enrollment Services**, or his/her designee. At the time of such delivery to the Assistant director of Purchasing, the evaluation committee member shall cease to participate further in this RFP process unless expressly requested otherwise by **VICE PRESIDENT Student Development and Enrollment Services**.

The **Vice President Student Development and Enrollment Services** shall review, in the manner and to the extent he/she deems reasonable under the circumstances, the RFP, the proposals, and committee members’ scoring forms. While not bound to them, the **Vice President Student Development and**

**Enrollment Services** may give deference to the scoring forms. Based on what **Vice President Student Development and Enrollment Services** determines is in the best interest of UCF, the **Vice President Student Development and Enrollment Services** will then make the final decision whether or not to recommend the award of a contract to a Proposer to this RFP, negotiate with the highest ranked proposer(s) or cancel the RFP.

The **Vice President Student Development and Enrollment Services** may, at any time during this RFP process, assign one (1) or more UCF staff member(s) to assist the **Vice President Student Development and Enrollment Services** review prior to his/her decision-making in this process. UCF is not obligated to make an award under or as a result of this RFP or to award such contract, if any, on the basis of lowest cost or highest commission proposed. UCF reserves the right to award such contract, if any, to the Proposer(s) submitting a proposal that UCF, at its sole discretion, determines is in UCF's best interest.

## **2.9. Posting of Recommended Selection**

A recommendation to award will be posted at such time as the Purchasing Department provides notice of intended decision or until 30 days after a public opening of the proposals, whichever is earlier. The recommendation to award a contract, if any, to a Proposer(s) to this RFP will be posted for review by interested parties in the Purchasing Department and will remain posted for a period of seventy-two (72) hours (three (3) business days).

- A. If the Proposer desires to protest the recommendation to award a contract, if any, the Proposer must file with UCF:
  1. A written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended award. UCF shall not extend or waive this time requirement for any reason whatsoever.
  2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. UCF shall not extend or waive this time requirement for any reason whatsoever.
- B. Failure to file in writing either a notice of intent to protest or a formal protest by petition within the time prescribed in UCF Regulation 7.130(5), shall constitute a waiver of proceedings under that regulation.
- C. A formal written protest by petition must be accompanied by a Protest Bond payable to UCF in the amount of \$10,000 or 10% of UCF's estimate of the total value of the proposed contract, whichever is less. The form of the Protest Bond shall be a cashier's check or money order made payable to UCF.
- D. In addition to all other conditions and requirements of this RFP, UCF shall not be obligated to pay for information obtained from or through the Proposer.

## **2.10. Proposal Validity Period**

Any submitted proposal, shall in its entirety, remain a valid proposal for **120** days after the proposal submission date.

## **2.11. Disposition of Proposals; Florida Public Records Law Compliance**

All proposals become the property of the State of Florida, and the State of Florida shall have the right to use all ideas, and/or adaptations of those ideas, contained in any bid/proposal ("bid/proposal" will henceforth be synonymous with "proposal") received in response to this solicitation. Any parts of the proposal or any other material(s) submitted to UCF with the proposal that are copyrighted or expressly marked as "confidential", "proprietary", or "trade secret", will only be exempted from the "open records" disclosure requirements of Chapter 119, Florida Statutes, if Florida law specifically recognizes

these materials as exempt from disclosure. Thus, the mere designation as “confidential”, “proprietary”, or “trade secret” by a vendor does not ensure that such materials will be exempt from disclosure. In the absence of a specific Florida statute exempting material from the public records law, UCF is legally obligated to produce any and all public records produced or received in the course of conducting university business, irrespective of any designation by the vendor of those same records as “confidential”, “proprietary”, or “trade secret.” The ultimate determination of whether a vendor’s claim of “confidential,” “proprietary” or “trade secret” will support an exemption from disclosure will be made by UCF or, potentially, a court. UCF’s selection or rejection of a proposal will not affect this provision.

#### **2.12. Economy of Presentation**

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the Proposer’s capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. To expedite the evaluation of proposals, it is **mandatory** that Proposers follow the format and instructions contained herein. UCF is not liable for any costs incurred by any Proposer in responding to this RFP including, without limitation, costs for oral presentations requested by UCF, if any.

#### **2.13. Restricted Discussions/Submissions**

From the date of issuance of the RFP until UCF announces its intent to negotiate, the Proposer shall not discuss the proposal or any part thereof with any employee, agent, or representative of UCF except as expressly requested by UCF in writing. Violation of this restriction will result in REJECTION of the Proposer's proposal.

#### **2.14. Verbal Instructions Procedure**

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any UCF employee. Only those communications that are in writing from the authorized UCF representative identified in Section 2.1. of this RFP that have been approved in writing by UCF’s President or the President’s designee shall be considered as a duly authorized expression on behalf of UCF. Only communications/inquiries from the Proposer that are signed in writing and delivered on a timely basis, i.e., not later than 2:00 pm on June 25, 2012, will be recognized by UCF as duly authorized expressions on behalf of the Proposer.

#### **2.15. State Licensing Requirements**

All corporations seeking to do business with the State of Florida shall, at the time of submitting a proposal in response to this RFP, either be on file or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application must be furnished to UCF when submitting the proposal. The successful Proposer, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this RFP, if any. Similarly partnerships seeking to do business with the State shall, at the time of submitting such a proposal, have complied with the applicable provisions of Chapter 620, Florida Statutes. A statement shall be required indicating that the Proposer is a corporation or other legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes, providing their corporate charter numbers. For additional information, the Proposer shall contact the Florida Secretary of State’s Office at (904) 488-9000.

#### **2.16. Parking**

Proposer/Vendor(s) shall ensure that all vehicles parked on campus for purposes relating to work resulting from an agreement shall have proper parking permits. This applies to all personal vehicles and

all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with University's Parking Services Department, and parking permits must be purchased by the Proposer/Vendor. Proposer's/Vendor's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of Proposer/Vendor or Proposer's/Vendor's employees. For additional parking information or information regarding parking fees/rates, contact University's Parking Services Department at (407) 823-5812 or online at <http://parking.ucf.edu>.

## 2.17. Definitions

- A. **UCF'S Contract Administrator** - The University' designated liaison with the Proposer. In this matter UCF's Contract Administrator will be Steve Phillips.
- B. **Proposer** - Anyone who submits a timely proposal in response to this RFP.
- C. **Successful Proposer/Contractor** - The firm or individual who is the recommended recipient of the award of a contract under this RFP (also synonymous with "Contractor", "Payee" and "Vendor").
- D. **Contract/Agreement** - The formal bilateral agreement signed by a representative of the University and the Vendor which incorporates the requirements and conditions listed in this RFP and the Vendor's proposal.
- E. **Project Manager** - After contract award a liaison from the user department will oversee the Contractor's performance and report as needed to the contract administrator. The Project Manager is the Director of Administrative Services for Housing and Residence Life.

## 2.18. Procurement Rules

- A. UCF has established for purposes of this RFP that the words "shall", "must", or "will" are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by UCF. UCF will, at UCF's sole discretion, determine whether a deviation is material. Any deviation found by UCF to be material shall result in the rejection of the proposal.
- B. The words "should" or "may" are equivalent in this RFP and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a proposal, but may result in the proposal being considered as not in the best interest of UCF. UCF will, at UCF's sole discretion, determine whether a proposal is considered as not in the best interest of UCF and may or may not reject the proposal, all at UCF's sole discretion.
- C. The Proposer must comply with the instructions cited in Section 2.3. Also, the Proposer must initial the designated sections set forth on Appendix II, indicating that Proposer has either understood and agreed to or disagreed with each particular section listed on Appendix II. Failure to submit Appendix II with each area marked as set forth above and initialed by the Proposer shall constitute grounds for rejection of the proposal by UCF and shall give UCF the right to reject the proposal, at UCF's sole discretion.
- D. The Proposer is solely responsible for the accuracy and completeness of its proposal. The Proposer's errors or omissions, if any, are solely at the risk of the Proposer and may be grounds for rejection of the proposal and shall give UCF the right to reject the proposal, at UCF's sole discretion.

## 2.19. Force Majeure

No default, delay or failure to perform on the part of UCF or the Proposer shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond UCF's reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, default of common carrier. In the event of such default, delay, or failure to perform due to causes beyond UCF's or the Proposer's reasonable control, any date or times by which UCF or the Proposer is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of UCF or the Proposer.

## 2.20. Limitation of Remedies, Indemnification, and Insurance

- A. The Attorney General of the State of Florida has rendered an opinion that agencies of the State of Florida cannot contractually limit the State's right to redress. Consequently, any proposal by Proposer to limit the Proposer's liabilities to the State or to limit the State's remedies against the Proposer is unacceptable and will result in the REJECTION of the Proposer's proposal.
- B. As an agency of the State of Florida, UCF's liability is regulated by Florida law. Except for its' employees acting within the course and scope of their employment, UCF shall not indemnify any entity or person. The State of Florida is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, UCF's liability and indemnification obligations under this RFP and the resulting contract, if any, shall be effective only to the extent required by Florida law; and any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.
- C. Proposer(s)/Vendor(s)/Payee(s) shall hold the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of Proposer(s)/Vendor(s)/Payee(s), its employees, its agents or of others under Proposer's/Vendor's/Payee's control and supervision. If any part of a delivery to the University pursuant to a contract resulting from this RFP is protected by any patent, copyright, trademark, other intellectual property right or other right, Proposer/Vendor/Payee also shall indemnify and hold harmless the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.

For all purchases of \$10,000 or below, Proposer/Vendor/Payee will have and maintain types and amounts of insurance that at a minimum cover the Proposer's/Vendor's/Payee's (or subcontractor's) exposure in performing a contract resulting from this RFP. For all purchases that exceed \$10,000 (i.e. \$10,000.01 and up) and/or all purchases that require a UCF Safe Form, Proposer/Vendor/Payee will have and maintain general liability insurance of one (1) million dollars and Proposer/Vendor/Payee shall send a copy of his/her insurance certificate (prior to commencement of his/her performance or delivery hereunder) to the following address by email, fax or mail:

e-mail: [ehs@ucf.edu](mailto:ehs@ucf.edu)

Fax: 407-823-0146

Mail: University of Central Florida  
PO Box 163500

UCF has the right to deviate from any of the above insurance requirements, if UCF, at UCF's sole discretion decides to do so. If UCF decides to deviate from the above noted insurance requirements, UCF will inform the Proposer/Vendor/Payee in writing in those particular circumstances. Unless UCF notifies a Proposer/Vendor/Payee in writing that UCF is willing to deviate from the insurance requirements noted above, all of the above insurance requirements shall apply to the Proposer/Vendor/Payee. The University and its Board of Trustees shall be listed as additional insured on any certificate issued and the Certificate Holder is to read the following:

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

- D. **WORKER'S COMPENSATION:** During the contract term, the contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with Florida Statutes Chapter 440, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any contract work.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

#### **2.21. Term of Contract**

The contract resulting from this RFP, if any, shall commence on August 1, 2012, and shall end on July 31, 2017. The University may renew/extend a resultant contract, as mutually agreed to by both parties. No renewal period will exceed the initial term nor will cumulative renewals exceed 10 years.

#### **2.22. Termination of Contract**

UCF may terminate a contract resulting from this RFP without cause on thirty (30) days' advanced written notice to the Payee. The parties to a resultant contract may terminate the contract at any time by mutually consenting in writing. Either party may terminate a resultant contract immediately for breach by the other that remains substantially uncured after thirty (30) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party. The University shall be liable only for payment for services satisfactorily rendered/goods satisfactorily delivered and accepted from the date of commencement until the effective date of termination.

#### **2.23. Assignment and Amendment of Contract**

Neither the contract resulting from this RFP, if any, nor any duties or obligations under such contract shall be assignable by the Proposer without the prior written consent of UCF. Any contract resulting from this RFP may be amended only in writing signed by the Proposer and UCF with the same degree of formality evidenced in the contract resulting from this RFP.



## **2.24. Independent Parties**

Except as expressly provided otherwise in the contract resulting from this RFP, if any, UCF and the Proposer shall remain independent parties and neither shall be an officer, employee, agent, representative or co-partner of, or a joint venture with, the other.

## **2.25. Performance Investigations**

As part of its evaluation process, UCF may make investigations to determine the ability of the Proposer to perform under this RFP. UCF reserves the right to REJECT any proposal if the Proposer fails to satisfy UCF that it is properly qualified to carry out the obligations under this RFP.

## **2.26. Records**

The Proposer/Vendor/Payee agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities pursuant to a contract resulting from this RFP. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under a resultant contract. University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of a resultant contract, upon reasonable notice to the Payee.

## **2.27. Public Records**

Any contract resulting from this RFP may be canceled unilaterally by the University for refusal by the Proposer/Vendor/Payee to allow public access to all papers, documents, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Proposer/Vendor/Payee in conjunction with a resultant contract.

## **2.28. Severability**

If any provision of the contract resulting from this RFP, if any, is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provision shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of such contract.

## **2.29. Notices**

All notices and all other matters pertaining to the contract resulting from this RFP, if any, to a party shall be in writing, shall be hand delivered, or sent by registered or certified U.S. Mail, return receipt requested, and shall be deemed to have been duly given when actually received by the addressee at the address listed in section 2.1 of this RFP.

## **2.30. Governing Law and Venue**

This RFP and resulting contract, if any, and any disputes thereunder will be governed by the laws of the State of Florida and shall be deemed to have been executed and entered into in the State of Florida. Any such contract shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. UCF and Proposer hereby agree that this RFP and resulting contract, if any, shall be enforced in the courts of the State of Florida and that venue shall always be in Orange County, Florida.

## **2.31. Liaison**

UCF's liaison with the successful Proposer, if any, shall be the **Director of Administrative Services for Housing and Residence Life**.

## **2.32. Subcontracts**

The Proposer is fully responsible for all work performed under the contract resulting from this RFP, if

any. The Proposer may, with the prior written consent of UCF, enter into written subcontract(s) for performance of certain of its functions under such contract. The subcontractors and the amount of the subcontract(s) shall be identified in the Proposer's response to this RFP. No subcontract shall be implemented or effective until approved in writing by UCF. No subcontract(s), which the Proposer enters into under the contract resulting from this RFP, if any, shall in any way relieve the Proposer of any responsibility for performance of its duties under such contract. Proposer is responsible to fully notify any subcontractor(s) of their responsibilities under any subcontract. All payments to subcontractors shall be the sole responsibility of the Proposer.

### **2.33. Employment of UCF Personnel**

The Proposer shall not, without UCF's prior written consent, knowingly recruit for engagement, on a full time, part time, or other basis during the period of this RFP and any resulting contract, any individuals who are or have been UCF employees at any time during such period, except for UCF's regularly retired employees, or any adversely affected State employees.

### **2.34. Conflicts of Interest**

Acceptance of a contract resulting from this RFP shall certify that Payee is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements of Chapter 112, Florida Statutes and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Payee certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section by Payee shall be grounds for cancellation of a contract resulting from this RFP.

### **2.35. Equal Opportunity Statement**

The State of Florida and UCF subscribe to equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination and are committed to non-discrimination on the basis of race, creed, color, sex, age, national origin, religion, veteran or marital status, or disability. Proposer commits to the following:

- A. The provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the contract resulting from this RFP, if any, regardless of value.
- B. The Proposer, if any, awarded a contract under this RFP shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.
- C. If the Proposer anticipates receiving \$10,000 in orders during the first 12 months of the contract, if any, resulting from this RFP, Proposer must complete a Certificate of Non-Segregated Facilities form and attach the form to the proposal. A sample certificate is attached as APPENDIX III.
- D. If the Proposer anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this RFP, and employs more than 50 people, the Proposer must complete and file prior to March 1 of each year a standard form 100 (EEO-1).
- E. If the Proposer anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this RFP, and employs more than 50 people, the Proposer must maintain a written program for affirmative action compliance that is accessible for review upon request by UCF.
- F. Proposers shall identify their company's government classification at time of proposal submittal (See UCF Form RFP/CS: RFP acknowledgement cover page). Proposer's identity will not foster

special consideration during this RFP process; this is only for informational purposes for reporting.

### **2.36. Waiver of Rights and Breaches**

No failure or delay by a party hereto to insist on the strict performance of any term of a contract resulting from this RFP, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of such a contract, but each and every term of such a contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in such a contract are cumulative and not exclusive of the remedies provided by law or in equity.

### **2.37. Headings Not Controlling**

Headings used in any contract resulting from this RFP are for reference purposes only and shall not be considered to be a substantive part of such contract.

### **2.38. Employee Involvement/Covenant Against Contingent Fees**

In accordance with Section 112.3185, Florida Statutes, the Proposer hereby certifies that, to the best of its knowledge and belief, no individual employed by the Proposer or subcontracted by the Proposer has an immediate relationship to any employee of UCF who was directly or indirectly involved in any way in the procurement of the contract, if any, resulting from this RFP or goods or services thereunder. Violation of this section by Proposer shall be grounds for cancellation of such contract. The Proposer also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this RFP or any advantage hereunder upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any substantial consideration bargained for, excepting that which is provided to the Proposer's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence should have been known by the State to be maintained by the Proposer for the purpose of securing business for Proposer. In the event of the Proposer's breach or violation of this warranty, UCF shall, subject to Proposer's rights under Chapter 120, Florida Statutes, have the right, at its option, to annul any contract resulting from this RFP without liability, to deduct from the charges otherwise payable by UCF under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to UCF under such contract, at law or in equity.

### **2.39. Employment of Aliens**

Payee's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the Payee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of a contract resulting from this RFP by the University.

### **2.40. Site Rules and Regulations**

Proposer shall use its best efforts to assure that its employees and agents, while on UCF's premises, shall comply with the State's and UCF's site rules and regulations, if any.

### **2.41. Travel Expense**

Proposer shall not under this RFP or any resulting contract charge UCF for any travel expenses, meals, and lodging without UCF's prior written approval. Upon obtaining UCF's prior written approval, Proposer may be authorized to incur travel expenses payable by UCF to the extent and means provided by Section 112.061, Florida Statutes and applicable UCF policies. Any expenses in excess of the prescribed amounts shall be borne by the Proposer.

#### **2.42. Annual Appropriations**

The University's performance and obligations under a contract resulting from this RFP are subject to and contingent upon annual appropriations by the Florida Legislature and other funding sources.

#### **2.43. Taxes**

The State of Florida is a tax-immune sovereign and exempt from the payment of all sales, use and excise taxes. The Proposer shall be responsible to pay any such taxes imposed on taxable activities/services under the contract, if any, resulting from this RFP.

#### **2.44. Contractual Precedence**

The contract that results from this RFP, if any, and any attachments and/or addenda that are executed by University's duly authorized signatory constitutes the entire and exclusive agreement between the parties. Attachments and/or addenda may include, but are not limited to UCF's Request for Proposal ("RFP") including all the University's RFP specifications, and the Payee's RFP response. In the event of any conflict or inconsistency between before mentioned documents, the order of precedence is:

- A. The Agreement/Contract;
- B. University's RFP and RFP specifications;
- C. Proposer's RFP response; and
- D. Any other attached documents signed by the University's official signatory at the time the Agreement/Contract is executed.

#### **2.45. Use of Contract by Other Governmental Agencies**

At the option of the Vendor/Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities. Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

#### **2.46. Public Entity Crimes**

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

#### **2.47. Work For Hire**

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

produced, developed or fabricated the Materials hereunder assigns all of his/her right, title and interest in the Materials to the University.

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

The Payee hereby represents and warrants that, (a) all applicable laws, rules and regulations have been complied with, (b) the Payee is free and has full right to enter into this P.O. and perform all of its obligations hereunder, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments.

The Payee agrees to indemnify and hold harmless the University and those acting for or on its behalf, the UCF Board of Trustees, the State of Florida and the Florida Board of Governors and their respective officers, agents, employees and servants from and against any and all losses, claims, damages, expenses or liabilities of any kind, including court costs and attorneys' fees, resulting from or in any way, directly or indirectly, connected with: (a) the performance or non-performance of the University's order by the Payee, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of the Payee's contracts or representations and warranties herein.

#### **2.48. Export Control**

The parties shall comply with all applicable U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799 and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC), in the performance of a contract resulting from this RFP. The parties agree that no technology, related data or information will be exchanged or disseminated under such a contract nor any collaboration conducted pursuant to such a contract, which are export controlled pursuant to the export control laws of the United States, including the EAR and the ITAR and any other applicable regulations.

The Parties agree that the Payee will not provide the University with any ITAR or EAR restricted technology and/or related data, and that any ITAR or EAR restricted technologies and/or data produced in furtherance of a contract resulting from this RFP will be in the exclusive possession of the Payee and at no time will any export controlled technologies, related data, or information be intentionally or inadvertently transferred to the University, its facilities, labs, staff, researchers, employees, officers, agents, servants or students in the performance of such a contract.

If the Payee wishes to disclose export controlled technology or technical data to the University, the Payee will, prior to disclosing any information, technical data or source code that is subject to export controls under federal law, notify the University in writing that the material is export controlled and shall identify the controls that apply. The University shall have the right to decline or limit (a) the receipt of such information, and (b) any task requiring receipt of such information. In the event the Payee sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the University has the right to immediately terminate a contract resulting from this RFP. The Payee understands and agrees that to the extent the Payee's personnel have

access to work or materials subject to U.S. export controls while on University property; such personnel will meet all federal export control regulatory requirements or have the appropriate U.S. government approval.

## **2.49 Nonnegotiable Conditions and Requirements**

The University seeks to award a contract from this RFP that complies with applicable law and will be both fair and reasonable to all parties, protecting the best interest of the University, its Board of Trustees, faculty, staff and students. With that goal in mind, we have developed a list of terms and conditions that are either required by law and are thus non-negotiable or have been deemed to be important to the University's interests and are thus non-negotiable. Any discussions seeking to alter or remove such a term or condition from any contract resulting from this RFP shall not be granted to any Proposer. The non-negotiable terms and conditions are listed on Appendix II of this document, and identified with **\*\*non-negotiable\*\***. Proposers that disagree with any of those "non-negotiable" terms and conditions should forego submitting a proposal because said proposal shall be rejected as nonresponsive to this RFP. Failure to submit Appendix II with the proposal constitutes grounds for rejection of the proposal and UCF shall have the right to reject said proposal, at UCF's sole discretion.

## **3.0 REQUIRED PROPOSAL FORMAT**

### **3.1. Introduction**

The Proposer shall not alter the RFP in any way and shall not reproduce all or any part of the RFP in its proposal document. The contract, if any, resulting from this RFP shall attach the entire RFP and incorporate the RFP by reference.

To facilitate analysis of its proposal, the Proposer must prepare its proposal in accordance with the instructions outlined in this section. If Proposer's proposal deviates from these instructions, such proposal may, at UCF's sole discretion, be REJECTED.

UCF EMPHASIZES THAT THE PROPOSER CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. The Proposer must use sections and tabs that are clearly identified and also must number and label all parts, pages, figures, and tables in its proposal. Additional tabs may be appended which contain any other pertinent matters that the Proposer wishes UCF to take into consideration in reviewing the proposal. Proposer's response to this RFP must be sent to UCF's Authorized Representative at the address listed in Section 2.1 above.

### **3.2. Proposal Sections**

The Proposer shall organize its proposal into the following major sections.

#### **A. Experience and Qualifications**

1. The Proposer shall provide a general statement of experience which shall include a verifiable statement and description of the Proposal's experience in providing college and university coin/card-operated laundry services. The statement also shall provide a list of current southeastern United States College and university washer and dryer vending client accounts. Client account information shall include contact name, address, phone number, length of service, and dollar volume of each account. Additionally, please provide a minimum of three (3) current references from the southeastern United States, preferably other educational institutions of comparable size and type of operation to UCF, which are recommended for site visits. Include the complete name, address, telephone number, and contact person. The statement shall list client accounts lost through early termination or non-renewal over the past three (3) years. Include contact name and phone number, length of service at each account, and reason for loss. Finally,

the statement must list college and university accounts acquired over the past three (3) years. Include contact name and phone number, and date account was acquired.

2. The employee to customer ratio as described in Section 3.2.I (2) of this RFP.
3. Provide resumes of key corporate personnel who would be directly involved with UCF's Coin/Card-Operated Laundry Services operations. This should include the person who would be recommended as the Proposal's Contract Management Agent/Coordinator for UCF's Coin/Card-Operated Laundry Services operation.
4. Description of corporate structure and chain of ownership of company to ultimate parent corporation, and all subsidiaries.

**B. Financial Statements**

As evidence of its financial ability, the Proposer shall submit with its proposal, a copy of each of the Proposal's three (3) most recent annual financial statements reviewed or audited by a chartered accountant or certified public accountant. The Proposer shall indicate whether the machines required under this RFP will be financed by an outside source.

**C. Revenue Accounting System**

The proposal must include a statement format that will be used to document monthly collections. The ideal statement will itemize sales activity by location, compare counter readings with revenue collected from each location, and provide written justification for instances where counter readings do not match revenue collected.

**D. Operating Policies**

Each Proposer shall also provide a statement of their personnel management philosophy and describe the steps the Proposer would take to ensure that only the most qualified individuals are employed to provide coin/card-operated laundry vending services for UCF.

**E. Performance Standards**

Proposer shall include a set of performance standards relative to quality of service, sanitation, ventilation, speed and efficiency of service, staffing levels, staff training, attitude and dress of personnel, revenue increases, and financial accountability. UCF will review the successful Proposal's annual performance against such standards. Proposer should include a statement of willingness to participate in such annual performance review program and its experience in operating under similar programs.

**F. Proposed Operation Plan**

Proposer must include its overall, long-term, technical design plan and approach to provide coin/card-operated laundry services at UCF and designated sites. The plan will, at a minimum, address the following areas:

1. Identify the services that will be performed by direct employees of the Proposer, and those services that will be performed by a subcontractor of the Proposer.
2. Identify the methods for handling service calls, collection of revenue, and the procedures for returning the appropriate percentage to UCF.
3. Discuss all recommended facility enhancements proposed in the design plan and explain why they were chosen.
4. Plan Implementation--Provide complete details for Proposal's implementing the proposed design, which includes actions to be taken, party responsible for the action, and dates by which action will be completed.

## **G. Organization and Operation of Proposer**

The Proposer must include a narrative description of its proposed on-site management, method of operation, operational structure and support services to be provided by the Proposal's corporate office, if any. A transitional plan should be included detailing plans for hiring of key employees, coordinating product supply, developing of procedures and policies, and implementation of the offerings contained in the Proposal.

## **H. Estimate of Staff Levels**

The Proposer must include the estimated staffing levels for the Proposal's coin/card-operated laundry service employees, showing number and classification for the proposed coin/card laundry service operations at UCF.

## **I. Proposal's Personnel**

1. Proposer shall represent that they will secure at their own expense all personnel required in performing services under an awarded contract, if any, resulting from this RFP. Such personnel shall not be employees of UCF.
2. It is the responsibility of the Proposer to provide a sufficient staff of employees, properly trained, to consistently maintain the awarded contract, if any. To that end, each Proposer shall provide a list of each prospective Proposal's full time employees that are available to respond to UCF's normal calls for service. Also, all proposers shall provide the number of schools, which are serviced by the available employees. These numbers will be used to form a ratio of EMPLOYEES to COLLEGE and/or UNIVERSITY CUSTOMERS. Subcontractors, if any, shall not be considered as part of the Proposal's employee list. Only full time employees of the Proposer who live and work within a two (2) hour vicinity of UCF will be considered.
3. The successful Proposer, if any, shall furnish and install, at its expense, a sufficient number of employees to satisfy the students', and UCF's constituents', requirements. Failure to provide all employee information as specified, specifically verifiable information as to the ratio of employees to College and/or University customers may be cause for rejection of proposal.
4. All Proposers shall also provide the total number of machines currently in the field and serviced by the employees listed above, including College/University, apartment, and condominium accounts.
5. All Proposal's representatives handling cash shall be DIRECT, FULL-TIME EMPLOYEES of the successful Proposer, if any. Subcontracting of the collection responsibilities shall not be allowed under any circumstances.
6. Successful Proposer, if any, must comply with current federal, state, and local laws related to legal aliens, income tax, unemployment insurance, social security, and employment standards, and the like.
7. All employees on the successful Proposal's, if any, payroll shall be the Proposer's Responsibility. The Proposer shall comply with all applicable governmental regulations related to employment, compensation and payment of personnel.
8. Successful Proposal's, if any, employee uniforms shall be furnished by the Proposer and will easily and appropriately identify the Contractor and the employee by name including picture identification. Exceptions shall be determined by mutual agreement between UCF and successful Proposer, if any. All Proposer employees must present a neat and clean appearance while performing under a contract resulting from this RFP, if any.



9. Employees of the successful Proposer, if any, shall observe all regulations of UCF. Failure to observe such regulations may be grounds for removal from UCF campus.

**J. Fees/Permits**

The Proposer shall include a statement in its proposal acknowledging and accepting responsibility for Proposer paying all related fees and permits.

**K. Compensation**

1. The Proposer shall pay to UCF a percentage of the gross laundry revenues on a monthly basis. The percentage shall be calculated by multiplying the previous month's gross laundry collections by the percentage offered. Proposer shall describe all relative information with regard to the processing of collections and remittance of commissions. Proposer shall state the specific details of the compensation package for UCF under the contract resulting from this RFP, if any. See APPENDIX VI for compensation summary. This form must be signed by Proposal's authorized representative.
2. Proposer shall provide the percentage of revenue that will be returned to UCF. UCF does not desire to entertain any type of commission structure that would guarantee the Proposer revenue. No cycle deduction shall be permitted.

**L. Promotional Activities and Free Services**

1. Proposer shall provide a list of promotional activities conducted in the past at similar Colleges/Universities, as well as those that would be conducted at UCF, if selected as the service vendor.
2. Successful Proposer, if any, shall not furnish free or discounted service to any individual(s) who utilizes the coin/card-operated laundry services; except for promotional purposes as approved in advance, in writing, by UCF.

**4.0. OTHER REQUIREMENTS**

**A. Agreement to Requirements**

The Proposer must indicate in **APPENDIX II** whether it agrees or does not agree with each mandatory or preferred requirement below.

**B. Statement of Needs**

1. The Proposer shall furnish all supplies, material equipment, management and labor necessary for the professional, efficient, sanitary and ecologically sound operation of coin/card-operated laundry facilities.
2. The Proposer shall purchase, install, service, maintain and collect revenues from the coin/card operated laundry equipment located in resident housing operations of UCF.
3. The Proposer shall install and maintain change machines in laundry facilities as determined by UCF. It will be the responsibility of the Proposer to keep the machine serviced so that change will be readily available to those requiring some.
4. The Proposer shall maintain good public relations with UCF students, faculty and staff at all times.
5. The Proposer shall maintain and service all washer and dryer equipment on a frequent and continuous basis, and shall indicate in their proposal how the schedule will be implemented.

6. The Proposer shall identify all washer and dryer equipment by equipment make, model, year of manufacture, serial number and location for the permanent files of UCF. It shall be the responsibility of the Proposer to keep this information current.
7. The Proposer shall provide the specific equipment location with information as to where malfunction reports, operational comments, and refund request may be directed. All information required to be posted; including permits, licenses and price regulations shall be displayed by the Proposer in an appropriate manner approved by UCF without defacing the facilities of UCF.

### **C. Equipment**

1. All coin/card-operated washer equipment shall be new front loading washing machines such as Maytag Neptune laundry equipment HE, or new or like washers and new dryers of equivalent quality, to be determined by the owner. Washers and dryers that are not new, but less than 1 year old may be accepted at owner's discretion.
2. All laundry equipment must be capable of operation by both coin and university standard card reader system.
3. The laundry equipment shall be of most recent design, of adequate size, capacity and proven efficiency for the intended use. Laundry equipment shall be matching (same color and type) at a location and shall be of the same modular design and the same height to give uniformity of appearance.
4. All washers and dryers are required to have tamper proof counters installed and working on each unit. Proposer shall use counter readings to verify accuracy of each collection.
5. The Proposer shall provide handicapped accessible equipment in accordance with ANSI Code A117.1, as appropriate.
6. All equipment must be reviewed and approved in advance, in writing, by UCF prior to installation.
7. Ownership of all coin/card-operated laundry equipment shall remain with the Proposer.
8. Dryers shall be metered for no less than 30 minutes drying time upon deposit of \$1.00. Washers shall be metered at \$1.00 per cycle. If UCF determines it necessary to change a washing/drying metered time and/or the prices during the contract period, the Proposer shall make those changes only after the written approval of UCF.
9. UCF will have the right to determine, at any time during the course of the contract, if any, whether the amount of equipment should be increased or decreased. The initial quantity of machines provided by the Proposer shall be of equal or greater number than the number of machines currently on site. Equipment which is no longer required by UCF shall be promptly removed by the successful Proposer, if any, at the Proposal's expense.
10. All expenses for the installation or removal of washer and dryer machines shall be borne by the Proposer.
11. The Proposer shall maintain all washers, dryers, change machines, and card readers in good working order. Any equipment that repeatedly fails, becomes obsolete, or is non-functioning shall be replaced by the Proposer within 3 business days.

### **D. Facilities**

1. The premises provided by UCF for use in laundry service operations shall be in good condition and maintained by UCF to ensure compliance with applicable laws concerning

building conditions, sanitation, safety, and health. UCF agrees that any modifications or alterations to the workplace or the premises (whether structural or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of the successful proposer, if any. The Proposer shall take reasonable and proper care of the premises and equipment under its custody and control and shall notify UCF of known deficiencies.

2. UCF may, from time to time, request the services of the successful Proposer, if any, to assist with the development of layouts and specifications for new coin/card-operated laundry facilities. These consulting services shall be provided at no charge to UCF.
3. The Proposer shall coordinate with UCF personnel annually to move washers and dryers for the purpose of cleaning by UCF personnel. Schedule to be determined by UCF.

#### **E. Ventilation**

Proposer shall provide maximum ventilation for each dryer. This shall include, but is not limited to, venting materials, vent or exhaust fans and the labor. Venting may be to the outside or into an existing building ventilation system as determined by mutual agreement between UCF and the successful Proposer, if any. Changes to existing ventilation systems will be the financial responsibility for the Proposer. Each Proposer shall identify the type of material typically used for venting (i.e. hard pipe venting, silver flex venting, plastic flex venting, etc.).

#### **F. Utilities**

1. The Contractor is responsible for inspecting facilities and identifying available utilities for placement of machines.
2. The University shall be responsible for providing the proper utilities for connection of washers and dryers. The Contractor shall be responsible for installing and connecting equipment to the utilities. All installation and venting of gas dryers, if applicable shall be done in accordance with local codes and requirements. Permits are required where applicable. The Contractor will be responsible for the costs involved in connecting to utilities provided by the University.
3. Contractor shall be responsible for the repair or replacement of utilities damaged during facility renovation at the Contractor's expense.
4. The University shall not guarantee an uninterrupted supply of water, electricity, or heat except that it shall be diligent in restoring service following an interruption. The University shall not be liable for any losses, which may result from the interruptions or failure of any such utility service.

#### **G. Management**

1. The Contractor is responsible for establishing effective management controls in the performance of the contract. The awarding of this contract shall be determined in part by the amount and quality of control that the vendor has over their representatives.
2. The Contractor shall appoint a Contractor's Management Agent who will routinely review and inspect operations, personally fill staff vacancies, if necessary, and consult with the University on current and future service programs. The Contractor's Agent shall be thoroughly familiar with all aspects of the contract and shall have full authority on the Contractor's behalf in any and all matters pertaining to the contract.

## **H. Damage Reimbursement**

1. The Contractor shall be responsible for reimbursing customers for damage to clothing due to Contractor's equipment malfunction. Any claim which cannot be resolved between the customer and the contractor shall be presented to the Vice President Student Development and Enrollment Services or designee for resolution. The decision of the Director shall be final.
2. The Contractor assumes full risk and responsibility for any loss, destruction or damages to the Contractor's equipment, unless caused by a University employee.
3. Any damage to UCF's property or equipment resulting from work performed under this contract shall be repaired to UCF's satisfaction at the Proposal's expense.
4. UCF shall not be responsible for any losses or damages to the successful Proposer's property, if any. Property to include supplies, tools, and equipment. The Proposer is responsible for providing proper security and identification for such items at her/his own expense.

## **I. Security**

1. The Proposer is directly responsible for the correct calculation of the commission due to UCF, and the integrity of all collections. Therefore, it is required that all collections be made by a full time employee of the Proposer. The subcontracting of collections by the Proposer will not be allowed under any circumstances.
2. The Proposer is responsible for control of all keys issued to its representative by UCF and the security of the laundry areas when they are used by the successful Proposer, if any. The successful Proposer, if any, shall be responsible for immediately reporting all of the facts relating to losses incurred, equipment damage or break-ins to its equipment and areas of the University. UCF shall designate the authority that shall receive these reports and be responsible for key issue and periodic review of key control.
3. Space and Storage of Contractor's Property
4. The successful Proposer, if any, shall not be required to pay any rental for the space occupied by the washer and dryer equipment furnished when in use on the premises of UCF or designated areas. The Proposer is not authorized to make any improvement or alteration to the space or to the facilities in which the machines are installed without the prior written approval of UCF.
5. UCF permits the Proposer to use such spaces as necessary to carry out the terms of this contract resulting from this RFP, if any; such spaces are those areas presently used and/or designed for coin-operated laundry services. Any new areas not presently utilized for laundry vending service must be mutually agreed upon, in writing, between the Proposer and UCF.

## **J. Pest Control**

UCF shall be responsible for insect and pest control in all coin-operated laundry service areas

## **K. Use, Sale or Other Disposal of Contractor's Equipment**

Any equipment not removed from UCF's locations on termination of the contract and/or after ten days written notice to the Contractor may be removed and placed in storage by the UCF. The Contractor shall be responsible for all costs of remove, storage and revenue loss. If after sixty (60) days from the date of written notice for removal the equipment remains at UCF, the disposition shall be at the discretion of UCF and at the expense of the Contractor.

**L. REPORTING AND INSPECTION REQUIREMENTS**

The successful Proposer, if any, shall provide the following documentation to UCF for approval:

1. Revenue Statement: The successful Proposer, if any, is required to provide, as part of their response to this RFP, the statement format that will be used to document monthly collections. The ideal statement will itemize sales activity by location, compare counter readings with revenue collected from each location, and provide written justification for instances where counter readings do not match revenue collected.
2. UCF shall periodically and without advance notification inspect the laundry facilities and equipment with or without the presence of the successful Proposal's, if any, employee.

**APPENDIX I - EVALUATION SCORING SHEET**

**NAME OF PROPOSING COMPANY:** \_\_\_\_\_

**INSTRUCTIONS TO EVALUATION COMMITTEE MEMBER:**

1. Evaluate each proposal on a separate form.
2. Work independently and do not discuss the Proposals or your evaluation with anyone.
3. When the forms are completed, sign, date and deliver them in a **sealed envelope** to Steve Phillips.

<u>FACTOR</u>	<u>MAX. POINTS</u>	<u>POINTS AWARDED</u>
1. EXPERIENCE AND QUALIFICATIONS		
a. Proposal's record of performance in providing laundry services to student residing in college/university housing facilities. Quality of references with other Florida Schools	5	
b. Extent of Proposal's size, credit standing, financial record, stability, and management	5	
2. DESIGN PLAN		
a. Ideas to Make Laundry Facilities Student-Customer Friendly	5	
b. Quality of products and level of service offered in the following areas:		
(1) Service Policies and Procedures	15	
(2) Maintenance Proposal	5	
(3) Incentives	5	
(4) Service Hours	5	
(5) Marketing Plan	5	
(6) Number of Student Housing programs with laundry service provided by vendor	5	
(7) Unique Service and Products Offered	10	
c. Facility Enhancements	5	
d. Card System Implementation	5	
3. ORGANIZATION AND OPERATION OF PROPOSER	5	
4. EQUIPMENT: TYPE PROPOSED & RECORD OF CUSTOMER ACCEPTANCE, UTILITY SAVINGS	10	
5. PERSONNEL ASPECTS OF PROPOSAL	5	
6. FINANCIAL ARRANGEMENTS	15	
7. CONFORMANCE TO RFP'S PREFERRED CONDITIONS AND REQUIREMENTS (FAILURE TO CONFORM TO RFP'S MANDATORY CONDITIONS AND REQUIREMENTS WILL RESULT IN REJECTION OF PROPOSAL)	10	
TOTAL POINTS	120	
Comments, if any: _____ _____ _____ _____ _____		

**EVALUATOR'S NAME:** \_\_\_\_\_

**EVALUATOR'S SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**APPENDIX II - SUPPLEMENTAL PROPOSAL SHEET**

**TERMS AND CONDITIONS**

The sections set forth below must each be initialed, as YES for "understood and agreed upon" or NO for "not agreed to." Failure to complete and return this document with your proposal could result in rejection of your proposal, at UCF's sole discretion. Proposers shall not check sections as "understood and agreed upon" with the intent to negotiate a change to those sections/terms and conditions after tentative award of a contract resulting from this RFP. Proposers disagreeing with any term or condition of this RFP shall act to resolve the difference prior to the deadline for inquiries, as noted in this RFP. A Proposer's disagreement with any non-negotiable section of this RFP shall be automatically rejected. Failure of the university and the tentative awardee to come to an agreement with respect to terms and conditions within a time frame UCF determines to be reasonable, constitutes grounds for rejection of that proposal and the University shall have the right, at its sole discretion, to award the contract to the next favorable proposer.

<u>SECTION</u>		<u>YES</u>	<u>NO</u>	<u>PROPOSER INITIALS</u>
2.1	**Non-negotiable**			
2.2	**Non-negotiable**			
2.3	**Non-negotiable**			
2.4				
2.5				
2.6	**Non-negotiable**			
2.7	Section Not Used			
2.8	**Non-negotiable**			
2.9				
2.10				
2.11	**Non-negotiable**			
2.12				
2.13	**Non-negotiable**			
2.14	**Non-negotiable**			
2.15				
2.16				
2.17				
2.18	**Non-negotiable**			
2.19				
2.20	**Non-negotiable**			
2.21				
2.22				
2.23				
2.24				
2.25				
2.26				
2.27	**Non-negotiable**			
2.28				
2.29				

<u>SECTION</u>		<u>YES</u>	<u>NO</u>	<u>PROPOSER INITIALS</u>
2.30	**Non-negotiable**			
2.31	**Non-negotiable**			
2.32				
2.33				
2.34				
2.35	**Non-negotiable**			
2.36				
2.37				
2.38				
2.39	**Non-negotiable**			
2.40				
2.41				
2.42	**Non-negotiable**			
2.43				
2.44				
2.45				
2.46				
2.47				
2.48				
2.49	**Non-negotiable**			
3.0				
4.0				

**PROPOSER COMPANY NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



### APPENDIX III - CERTIFICATE OF NON-SEGREGATED FACILITIES

We, \_\_\_\_\_ certify to the University of Central Florida that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive order 11246 of 24 September 1965.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash room, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

We, further, agree that (except where we have obtained identical certifications from proposed subcontractors for specific time periods) we will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted certifications for specific time periods):

**NOTE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES.** A Certificate of Non-Segregated Facilities, as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted prior to the award of a sub-contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

**NOTE: Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.**

**APPENDIX III - CERTIFICATE OF NON-SEGREGATED FACILITIES SUBPART -  
CONTRACTOR'S AGREEMENTS**

**SEC. 202.** Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

**SEC. 402.** Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:

- (1) The contractor agrees to comply with the affirmative action clause and regulation published by the US Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, and Executive Order 11701, which are incorporated in this certificate by reference.

**PROPOSER COMPANY NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**APPENDIX IV - COMPLIANCE AND CERTIFICATION OF GOOD STANDINGS**

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

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

**CERTIFICATION**

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

Company: \_\_\_\_\_  
Authorized Representative's Name: \_\_\_\_\_  
Authorized Representative's Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPENDIX V - CURRENT LISTING OF LAUNDRY FACILITIES' LOCATIONS**

<u>Location</u>	<u>Residents</u>	<u>Washers</u>	<u>Dryers</u>	<u>Card Readers</u>	<u>Bill Changers</u>
HERCULES 108	400	14	16	1	1
HERCULES 109	400	14	16	1	1
LAKE CLAIRE COURTYARD	702	20	16	2	1
LAKE HALL 1ST FLOOR	108	2	2	0	0
LAKE HALL 2ND FLOOR		2	2	0	0
LIBRA -COMMONS BLDG	500	12	12	1	1
LIBRA -CITRUS HALL	584	16	14	1	0
NIKE 101	400	14	14	1	1
NIKE 102	400	14	16	1	1
OSCEOLA HALL 1ST FLOOR	108	2	2	0	1
OSCEOLA HALL 2ND FLOOR		2	2	0	0
POLK HALL 1ST FLOOR	108	3	2	0	0
POLK HALL 2ND FLOOR		1	1	0	0
VOLUSIA HALL 1ST FLOOR	108	3	3	0	0
VOLUSIA HALL 2ND FLOOR		1	1	0	0
TOWER I - 1ST FLOOR	500	3	4	1	1
TOWER I - 2ND FLOOR		3	4	1	0
TOWER I - 3RD FLOOR		3	4	1	0
TOWER I - 4TH FLOOR		3	4	1	0
TOWER I - 5TH FLOOR		3	4	1	0
TOWER I - 6TH FLOOR		3	4	1	0
TOWER I- 7TH FLOOR		3	4	1	0
TOWER II -1ST FLOOR	500	3	4	1	1
TOWER II -2ND FLOOR		3	4	1	0
TOWER II - 3RD FLOOR		3	4	1	0
TOWER II -4TH FLOOR		3	4	1	0
TOWER II -5TH FLOOR		3	4	1	0
TOWER II -6TH FLOOR		3	4	1	0
TOWER II -7TH FLOOR		3	4	1	0
TOWER III- 1ST FLOOR	500	3	4	1	1
TOWER III -2ND FLOOR		3	4	1	0
TOWER III - 3RD FLOOR		3	4	1	0
TOWER III - 4TH FLOOR		3	4	1	0
TOWER III - 5TH FLOOR		3	4	1	0
TOWER III - 6TH FLOOR		3	4	1	0
TOWER III -7TH FLOOR		3	4	1	0
TOWER IV - 1ST FLOOR	500	3	4	1	1
TOWER IV - 2ND FLOOR		3	4	1	0
TOWER IV - 3RD FLOOR		3	4	1	0
TOWER IV- 4TH FLOOR		3	4	1	0
TOWER IV - 5TH FLOOR		3	4	1	0
TOWER IV - 6TH FLOOR		3	4	1	0
TOWER IV- 7TH FLOOR		3	4	1	0
<b>Total</b>	<b>5818</b>	<b>204</b>	<b>231</b>	<b>36</b>	<b>11</b>

**APPENDIX VI - COMPENSATION SUMMARY**

Proposer offers the following to UCF:

**PROPOSER COMPANY NAME:**

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**AUTHORIZED SIGNATURE:**

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**TITLE:**

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**DATE:**

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## INVITATION TO BID ADDENDUM

**BID NUMBER** 1129SCSA                      **OPENING DATE & TIME** June 22, 2012 @ 2:00pm EDT

**BID TITLE:** **Coin/Card Operated Washer and Dryer Laundry Operation**

**ADDENDUM NUMBER** 1

**ADDENDUM DATE** June 14, 2012

### PLEASE MAKE THE FOLLOWING CHANGES AND/OR REVISIONS TO THE BID DOCUMENTS.

**Purpose of this addendum is to respond to questions which have been submitted by prospective bidders and . These answers provided in this Addendum are incorporated as part of ITB 1129SCSA Coin/Card Operated Washer and Dryer Laundry Operation.**

Included in this addendum:

#### **Attached 12 questions and UCF responses.**

**Question 1.** Regarding Page 16, Section 2.21; we want to make sure that we are reading this correctly. In addition to the initial five year term, will there be a potential of two 5 year renewal periods, or just one (10 or 15 total potential years)?

**Answer 1.** The initial term shall be for 5 years. It may be extended up to 10 years total. Both parties can agree to extend the initial agreement for 1 year, 2 years, 3 years, etc. up to 5 years.

**Question 2.** Regarding Page 24, Letter I, #2: In order to create an accurate ratio of vendor employees to the vendor's customers, will the University please consider requiring that ALL customers serviced by the vendor's employees be included in this ratio by the vendor, particularly including the number of apartment complexes and condominium buildings serviced by the same employees?

**Answer 2.** Yes, this would be acceptable.

**Question 3.** Can the University provide a breakdown of gas versus electric dryers? We were not able to get in behind the dryers in many of the rooms.

**Answer 3.** All electric, except for anything listed Towers or Libra in the Laundry Facilities list.

**Question 4.** Can the University provide a breakdown of card sales versus coin sales?

**Answer 4.** Approximately 35% of the revenue is from card usage.

**Question 5.** The reported gross revenue is \$305,000.00 for the last accounting period. Can you please clarify the term of the last accounting period?

**Answer 5.** From 08/01/2010 -07/31/2011.

**Question 6.** Does the last accounting period represent the reported vend rate of \$1.00 wash and \$1.00 dry?

**Answer 6.** \$1.00 wash and \$.75 dry.

**Question 7.** What, if any taxes are currently assessed from laundry revenue? (So that we may account for this in our calculation)

**Answer 7.** None

**Question 8.** Do the current card readers belong to the school or current vendor?

**Answer 8.** School

**Question 9.** Are the interface (attaches machine to reader), property of the school of current vendor?

**Answer 9.** School

**Question 10.** Confirm if the University intends to continue to operate the laundry facilities currently equipped with an ITC laundry card reader as is, or if the University intends to have an alternative laundry card reader installed in these laundry rooms.

**Answer 10.** Continue with ITC.

**Question 11.** Confirm if the University intends to operate the laundry facilities currently not equipped with an ITC laundry card reader only with coins.

**Answer 11.** Yes

**Question 12.** Provided the University intends to continue operation of the ITC laundry card readers, confirm that the University will remit 100% of the card revenue collected each month back to the Successful Contractor/Vendor, and when these payments will be made.

**Answer 12** Yes. University Card Services remits revenue on a monthly basis.

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND RETURN IT WITH YOUR BID. FAILURE TO SIGN AND RETURN WITH YOUR BID COULD RESULT IN REJECTION OF YOUR BID.**

\_\_\_\_\_  
**BIDDERS SIGNATURE**

\_\_\_\_\_  
**PRINT OR TYPE BIDDER'S NAME**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**TELEPHONE NUMBER**





**INVITATION TO BID ADDENDUM**

**BID NUMBER** 1129SCSA                      **OPENING DATE & TIME** June 29, 2012 @ 2:00pm EDT

**BID TITLE:** **Coin/Card Operated Washer and Dryer Laundry Operation**

**ADDENDUM NUMBER** 2

**ADDENDUM DATE** June 26, 2012

**PLEASE MAKE THE FOLLOWING CHANGES AND/OR REVISIONS TO THE BID DOCUMENTS.**

**Purpose of this addendum is to provide information to correctly identify the gross revenue in the RFP at \$284,000 for the most recent accounting period. This information provided in this Addendum is incorporated as part of ITB 1129SCSA Coin/Card Operated Washer and Dryer Laundry Operation.**

Included in this addendum:

**Clarification of revenue amount and attached question with response.**

**Question 5.** The reported gross revenue is **\$284,000.00** for the last accounting period. Can you please clarify the term of the last accounting period?

**Answer 5.** From 08/01/2010 -07/31/2011.

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND RETURN IT WITH YOUR BID. FAILURE TO SIGN AND RETURN WITH YOUR BID COULD RESULT IN REJECTION OF YOUR BID.**

\_\_\_\_\_  
**BIDDERS SIGNATURE**

\_\_\_\_\_  
**PRINT OR TYPE BIDDER'S NAME**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**TELEPHONE NUMBER**