

SUBMIT PROPOSAL TO: PURCHASING DEPARTMENT UNIVERSITY OF CENTRAL FLORIDA 12479 RESEARCH PARKWAY, BLDG. 600 ORLANDO, FL 32826 Phone:(407) 823-2661 – Fax (407) 823-5551 www.purchasing.ucf.edu	University of Central Florida REQUEST FOR PROPOSAL Contractual Services Acknowledgement Form
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Page 1 of 53 pages	PROPOSALS WILL BE OPENED May 23, 2012, 2:00 p.m. and may not be withdrawn within 24 months after such date and time.	PROPOSAL NO: 1114ZCSA
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March 15, 2012	PROPOSAL TITLE STUDENT TRANSPORTATION SERVICES
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FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER

VENDOR NAME	REASON FOR NO PROPOSAL
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VENDOR MAILING ADDRESS

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

Government Classifications
Check all applicable

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

I certify that this 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.

AUTHORIZED SIGNATURE (MANUAL)

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 1114ZCSA

FOR

STUDENT TRANSPORTATION SERVICES

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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 enter into an agreement with a vendor to provide student transportation services to, from, within, and in the vicinity of UCF's main campus in Orlando, Florida. UCF's ultimate objective is to provide the highest quality, alternate transportation service for its off-campus resident students at the most affordable cost to the University.

The Proposer should demonstrate proven success in providing transportation operations and management services in the university environment, as well as, proof of timely maintenance and repair services to support such a service. The Proposal's operations and cost plan should address and be consistent with transportation service trends for the next five years.

This document is intended to encourage qualified 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 transportation operations and management services on campus, and surrounding student-resident communities, to UCF's commuting student constituents. It is intended that the successful Proposer, if any, will function not just as a provider of transportation 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 transportation operations and UCF's intentions to enhance such services provided by introducing convenient, multi-passenger, vehicular equipment that can be operated both on and off the University campus. 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 transportation service offerings will provide customer satisfaction in all areas. Additionally, it is assumed that the Proposer will audit the current operations and UCF's facilities and make recommendations as to enhancements that will ensure delivery of a quality product that fills the needs discovered during the research phase. This should be accomplished in light of the financial impact to ensure a reasonable price-value relationship for UCF, its off-campus student 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 was approximately 55,000 students on the main Orlando campus. The total campus enrollment projection for fall 2013 is 61,232 students.

By fall, 2013, approximately 7,400 students will reside on UCF's main Orlando campus residence halls, apartment, and fraternity and sorority houses. Approximately 12,800 additional students will be housed in off-campus, student-oriented resident communities within a one-mile radius of the campus, with the exception of two communities, The Lofts, and Orion on Orpington, which are approximately two miles from campus.

Service is also to be provided to the Health Sciences Campus at Lake Nona, and to the Rosen School of Hospitality Management, which are approximately twenty (20) miles from campus.

APPENDIX V is a listing of current student communities and/or apartment complexes, along with the calculated number of UCF students residing at each. Based on current passenger counts, UCF estimates the daily ridership to be approximately 12,000 passengers per day by the end of Calendar-Year 2013.

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.

**Greg Robinson
Purchasing Department
12479 Research Parkway
Orlando, FL 32826-3248
Greg.Robinson@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
March 15, 2012	Request for Proposal advertised
March 15, 2012	Request for Proposal released
April 02, 2012	Pre- proposal and Site Visit (Attendance highly encouraged (recommended))
April 13, 2012	Last day to submit communications and/or inquiries in writing only; preferably by email to Greg.Robinson@ucf.edu by 5 p.m.
April 20, 2012	Responses to inquiries and Addenda, if any, mailed to Proposer
May 23, 2012	Deadline for Proposal submission at 2 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 April 13, 2012, at 5:00 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 April 02, 2012 at 10:00 a.m. in the Purchasing Department conference room. 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 Greg Robinson via email at Greg.Robinson@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 p.m. on May 23, 2012 according to the time clock in UCF's Purchasing Department. Proposals or amendments to proposals that arrive after 2:00 p.m. on May 23, 2012 will not be accepted or 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 p.m. on May 23, 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 p.m. on May 23, 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: 1114DCSA, for Student Transportation Services. **The proposal must be submitted in two (2) original hard copies and eight (8) electronic copies.** Only 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 offeror(s) 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

Criteria	MAX POINTS
1. EXPERIENCE AND QUALIFICATIONS - page 26 Proposal's record of performance in providing transportation services to students residing in on and off-campus college/university housing facilities.	20
2. EQUIPMENT REQUIREMENTS - page 27	20
GPS system and passenger counts	5
Maintenance and general appearance	5
3. PERSONNEL MANAGEMENT - page 31	5
4. REPORTING - page 32	5

5. MARKETING AND PUBLIC RELATIONS - page 33	5
6. OTHER REQUIREMENTS - page 33	5
7. INNOVATIVE IDEAS - page 41	5
8. CONTRACT PRICING - page 42	15
9. CONFORMANCE TO RFP'S PREFERRED CONDITIONS AND REQUIREMENTS <u>(FAILURE TO CONFORM TO RFP'S MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL)</u> – page 42	10
TOTAL POINTS	100

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 Director of Purchasing, who will forward copies to the Vice President and CFO for Administration and Finance, or his/her designee. At the time of such delivery to the Purchasing director, the evaluation committee member shall cease to participate further in this RFP process unless expressly requested otherwise by Vice President and CFO for Administration and Finance.

The Vice President and CFO for Administration and Finance 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, they may give deference to the scoring forms. Based on what the Vice President and CFO for Administration and Finance determines is in the best interest of UCF, the Vice President and CFO for Administration and Finance 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 and CFO for Administration and Finance may, at any time during this RFP process, assign one (1) or more UCF staff member(s) to assist the Vice President and CFO for Administration and Finance 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 24 months 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 sent in writing and delivered on a timely basis, i.e., not later than 2:00 p.m. on April 13, 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 and Transportation 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 and Transportation Services Department at (407) 823-5812 or online at <http://parking.ucf.edu>.

2.17. Definitions

UCF'S Contract Administrator - The University' designated liaison with the Proposer. In this matter UCF's Contract Administrator will be Greg Robinson.

Proposer - Anyone who submits a timely proposal in response to this RFP.

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").

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.

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 Mr. Krishna Singh.

2.18. Procurement Rules

1. 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.
2. 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.
3. 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.
4. 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
Fax: 407-823-0146
Mail: University of Central Florida
PO Box 163500
Orlando FL 32816-3500

UCF has the right to deviate from any of the above insurance requirements, if UCF, at UCF's sole discretion decides to do so. If UCF decides to deviate from the above noted insurance requirements, UCF will inform the 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 FS 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 January 1, 2014, and shall end on June 30, 2020. The University and the contractor may by mutual agreement renew/extend a resultant contract, for two renewal periods of five years each.

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 (GAAP), 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 Mr. Krishna Singh.

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 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.

See table A, Section 2.8. This table should be used to demonstrate proficiency in providing the services required. Appendix V should also be used in conjunction with this table for specific pricing.

1. Introduction

The University of Central Florida has a need for transportation services to transport UCF students to and from the UCF Campus and local affiliated, and non-affiliated, apartments and other off-campus entities. The non-affiliated apartment complexes are included, along with the affiliated properties, on the Proposal Pricing Sheet, along with the corresponding, proposed bus routes for each. Each apartment complex or entity that is to receive these services is located within approximately one (1) mile of the campus, with the exception of the Health Sciences Campus, the Rosen School of Hospitality Management, The Lofts, and Orion on Orpington.

2. Schedule

The transportation schedule within the purview of this contract is to commence on January 1, 2014. Daily service is to begin at 6:30 a.m., and continue in 15-minute intervals until 10:00 p.m. every class day. Excluded are weekend days, University observed holidays, and all other non-classroom days of the year, including spring break.

3. Routes

Specific, fixed routes within, and in the vicinity of, the UCF campus, including those depicted on the Proposal Pricing Sheet, (Appendix V) will be determined by The University, and are subject to change at any time during the term of this contract, based upon The University's needs, and at The University's discretion. The Contractor may be requested to provide planning assistance in finalizing all routes and schedules. For a view of the UCF campus, please see <http://www.map.ucf.edu>

4. Experience and Qualifications

The Proposer should demonstrate proven success in providing transportation operations and management services in the university environment, as well as, proof of timely maintenance and repair services to support such a service.

This RFP provides the Proposer with information regarding UCF's current transportation operations and UCF's intentions to enhance such services provided by introducing convenient, multi-passenger, vehicular equipment that can be operated both on and off the University campus. 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 transportation service offerings will provide customer satisfaction in all areas. Additionally, it is assumed that the Proposer will audit the current operations and UCF's facilities and make recommendations as to enhancements that will ensure delivery of a quality product that fills the needs discovered during the research phase. This should be accomplished in light of the financial impact to ensure a reasonable price-value relationship for UCF, its off-campus student constituents, and the Proposer.

5. Equipment Requirements

- A. At the commencement of this contract, the University of Central Florida will require fully operational buses for each specified route. The buses for each route will be of a sufficient number to maintain 15-minute headways at all times. Each vehicle will have the capacity to transport a minimum of 32, perimeter or forward-facing, seated passengers per load, in addition to having appropriate provisions for standees. Of the total, four buses should have the capacity of transporting up to a maximum of sixteen passengers per load, plus standees.
1. Each bus shall be equipped with a GPS tracking device that communicates the location of buses in real time. Each bus shall be equipped with an electronic passenger counting system. UCF may make recommendations for these providers. Proposers will be responsible for providing a credible GPS system subject to UCF's approval. Proposals should reflect costs with and without the GPS system.
 2. The Contractor will provide, at the outset of this contract, all new, air-conditioned, transit buses. All buses will meet the following minimum specifications:
 - a. Transit style (not the typical school bus variety)
 - b. 2-door access (front and either middle or rear)
 - c. Forward-facing seating (Health Sciences Campus and Rosen Campus)
 - d. Off-campus routes require forward-facing, or perimeter seating shuttles
 1. All seating shall be in compliance with Federal Motor Vehicle Safety Standard (FMVSS) 207 (Seating Systems).
 2. Any seat belt assemblies shall be in compliance with FMVSS 209; 210 (Seat Belt Assembly; Seat Belt Assembly Anchorage). **Certification of FMVSS compliance will be submitted with this proposal. Failure to do so will render the proposal unresponsive.**
 - e. Each bus must have the capacity to hold a minimum of 32, seated passengers per load, plus standees, with the exception of the four mentioned above, in 5.A.
 1. Larger buses may be proposed up to 36 feet in length. However, proposers must be aware that many locations on route provide minimal room for negotiating turns and direction reversals.
 2. If buses larger than the minimum capacity of 32 passengers, and/or up to 36 feet in length, plus standees, are proposed, the Contractor must demonstrate that such larger buses will be able to maneuver safely and effectively within the specified minimums, or limited space conditions that may exist on every route. Each bus will be equipped with at least one hands-free two-way mobile radio, for the driver's use at all times, in the event of emergencies and operational purposes.
 - f. Each mobile radio will have access to any designated UCF radio frequency or frequencies. Drivers may use cell phones for intra-company communication, but such phones must also be of the hands-free variety. Drivers may not use cell phones while operating shuttles.

- g. Each bus must meet all ADA (Americans with Disabilities Act) requirements.
- h. All buses must be inspected and licensed in accordance with applicable Federal and Florida Motor Vehicle laws and regulations.
- i. All buses will be equipped with clearly visible, changeable, electronic message signs to display specific routes, as well as to identify them as components of the UCF shuttle system.
- j. All vehicles will be equipped with properly functioning climate control (heat and air-conditioning) systems for both the driver and passenger compartments. Dual A/C compressors (the equivalent or better) are suggested.
- k. The engine compartment of each bus shall be insulated from the passenger compartment to minimize interior noise, heat, and fumes.
- l. Each vehicle must be equipped with an exhaust system that meets U.S. government noise level and exhaust emission (smoke and noxious gases) requirements. The exhaust tail pipes shall extend to the rear of the vehicle and exit to the street side (not curb side) of the buses.
- m. Each bus must be equipped with power steering so that the vehicle may negotiate tight turns and reversal directions easily.
 - 1. No greater than three-point turns are desired to reverse direction.
 - 2. Reverse-direction backup alarms and lights are required.
- n. The fuel capacity of each bus shall be sufficient to enable the vehicle to operate an entire day without refueling.
- o. All side passenger windows shall be transit-type (as opposed to the standard school bus variety), certified by an independent testing agency to be in compliance with FVMSS 217 (Bus Window and Retention Release). **Certification of compliance with FMVSS 217 shall be provided with this proposal. Failure to do so will render the proposal unresponsive.**
 - 1. Passenger windows shall be of the upper T-Sliding design, 36" by 36", in dimension, and must be capable of opening to ensure ventilation.
 - 2. All passenger windows must comprise of safety glass with an ANSI-3 marking, and tinted to a maximum of 31% light transmission.
 - 3. Two-hinged emergency escape windows, minimum, must be provided on each side of all buses.
 - a) A rear-hinged emergency escape window or door must also be provided on each bus. All such emergency exits must be clearly labeled as such, and operating instructions for each must be clearly visible.
 - b) Each bus will be equipped with a rear emergency door, measuring a minimum of 36" wide and 64' high, with one or two fixed windows.
 - c) Each egress window and door, including the aforementioned rear emergency door shall be identified with a red light that is illuminated at all times.
- p. The main passenger entry/exit door shall be fully encompassed by and integrally welded steel door surround, will incorporate the step well, and be installed in the body as a single unit.
 - 1. All step wells and headers, respectively, will be signed, **"Watch Your Step"** and **"Caution, Low Overhead"**, or with other such standard terminology.
 - 2. The door shall be a two-leaf, outward opening type, power operated, and controlled from the driver's seat.
 - 3. The door will have one 86.4"H x 14"W tempered glass window in each panel of the door.
 - 4. The door shall have a full, clear opening width of at least twenty-nine inches (29"), and a full height of at least eighty inches (80").

5. For maximum visibility, full-length glass shall be provided in each panel of the entry/exit door.
 6. For maximum passenger protection and comfort possible, water channeling rain gutters shall be installed over all door and window openings of each bus.
- q. The basic interior bus lighting configuration shall include:
 1. A driver's compartment dome light
 2. Instrument panel light
 3. Switch panel backlighting
 4. Passenger compartment lighting
 5. A step well light that adequately illuminates the step well area with the door open, and wired to automatically activate when the passenger door is opened.
 - r. The following controls, in addition to the normal steering, braking, and transmission functions are to be provided:
 1. Emergency flashers
 2. Door control at driver's location
 3. Separate switch and temperature controls for A/C and heating systems
 4. Passenger compartment lights
 5. Master exterior light switch
 6. Windshield washer. All exterior lights per state of Florida and U.S. DOT
 7. Directional signals, front and rear, shall meet all FMVSS
 - s. Each bus will be equipped with two heavy-duty braking systems for maximum passenger safety and emergency stopping capability.
 - t. Right-hand and left-hand side, fully adjustable, outside rear-view mirrors shall be provided on each bus. An additional convex mirror, for maximum rear-view visibility, will be included as a component of the main mirror (s) on each side of the vehicle.
 - u. Each bus will be certified by an independent testing agency to meet FMVSS 221 (School Bus Body Joint Strength) and FMVSS (School Bus Rollover Test). **Certification of compliance with these tests shall be provided with the proposal. Failure to submit this data will render the proposal unresponsive.**
 - v. The interior of each bus is to provide a pleasant, aesthetically pleasing atmosphere. School bus type interiors are not acceptable.
 - w. At least one (1) overhead grab rail, running front-to-rear shall be installed inside each vehicle. The grab rails shall be securely fastened to the roof bows or to steel backers welded into the roof structure.
 - x. Each vehicle will be equipped with a first aid kit, a fire extinguisher, and three triangle reflectors.
 - y. Wheelchair securing areas shall be installed on all buses in the fleet to be in full compliance with ADA 38.23 requirements. This will include, but not be limited to, all floor area dimensions, direction placement, seat belts and should harnesses for each wheelchair occupant (not to be used in lieu of the wheelchair security devices themselves).
 - z. Wheelchair lift equipment shall be installed on all buses in the fleet to meet ADA 38.21, 38.23, and 38.31 requirements. This includes platform dimensions, clearances, illumination, alarms, construction and an alternate method of operating the lifts in the event of power failures. **ADA regulations shall supersede all requirements included in these specifications (both x and y, above). The Act may require items not specifically addressed in the body of this specification, but the Contractor is expected to be fully compliant with all ADA requirements and standards.**

- aa. If desired by the University, The Contractor must be able to provide the bus manufacturer's documentation certifying completion of testing of each vehicle under the Surface Transportation and Uniform Relocation Assistance Act (STURAA), as a minimum 10-year/ 350,000 miles bus. Additionally, any other testing or compliance referenced in this specification may require the presentation of documentation at the discretion of The University.
- B. Proposers will be expected to include detailed drawings or sketches depicting, in detail, the overall dimensions (both interior and exterior), configuration, floor plan and specific layout of bus proposed under this RFP.
 - 1. The inclusion of photographs is not required, However, if submitted, all photographs should be in color and should depict both the interior and exterior of the vehicle(s).
 - 2. Photographs are **not** to be submitted in lieu of the required drawings or sketches, but as an enhancement.
- C. An adequate number of vehicles must be made available to assure a twenty percent (20%) spare ratio. The spare buses will be made available, within 20 minutes, for immediate substitution in the event of mechanical failure, accident, damage repairs, or regular maintenance inspections. Such replacement vehicles must meet all vehicle specifications listed herein, and be no older than three (3) years. The University reserves the right to substitute vehicles for those described herein, should the requirement arise during the term of the Contract, and to negotiate any appropriate Contract modifications with the Contractor.
- D. The University shall be allowed to display signage on any of all buses directing UCF riders on procedures to follow for complaints, comments, or suggestions.
- E. The contractor will **not** use a University identified bus for any transportation activity other than scheduled route service without prior approval from The University.
- F. Food, beverages, bicycles, and animals (guide-dogs an exception) will not be permitted on buses at any time. **Each bus will be equipped with a front-mounted bicycle rack capable of transporting no less than two bicycles at a time.**
- G. The University will reserve the right to restrict certain types of commercial radio programming, if found to be offensive, at The University's discretion, and to restrict commercial radio use completely, by either passengers or operators, on all buses.
- H. All buses will undergo daily safety and cleanliness inspections, and will remain FMVSS compliant at all times. Records of these inspections will be maintained and made available to the designated University personnel upon request. Any problem affecting the safe operation of the vehicle, or presenting a potential hazard to passengers must be corrected before the vehicle may be put into service.
- I. The Contractor shall make available to the University, upon request, a copy of its annual financial report for any year during the entire term of the contract.
- J. Any Accident resulting in injury to a passenger or to a vehicle will be immediately reported to the proper authorities. The UCF Parking and Transportation Services and the UCF Police Department will be notified, in writing, within 24 hours of any injury-related accident with a copy of the Police Report attached.

6. Maintenance and General Appearance

THERE WILL BE NO MAINTENANCE FACILITIES AVAILABLE ON THE UCF CAMPUS TO PERFORM ANY MAINTENANCE FUNCTIONS. AN ALTERNATE LOCATION FOR MAINTENANCE, STORAGE, AND REFUELING OF VEHICLES WITHIN CLOSE PROXIMITY OF THE MAIN CAMPUS, SHOULD BE CONSIDERED FOR THIS PROPOSAL.

- A. Prior to commencement of the contract, the Contractor will make available to the University, for inspection, all buses it intends to use within the purview of the contract. All buses will be painted solid white prior to delivery. Decal placement and design on all buses will be determined by UCF. Once the buses are inspected, Contractor and a University designee will sign off on a checklist, including digital photographs for each bus inspected and approved for use. The University will retain copies of the checklists and photographs.
- B. The contractor will be wholly responsible for maintaining the buses, including tires, in the same operational condition and appearance in which they are accepted for use, subject to reasonable wear and tear, Recapped tires will **not** be permitted.
- C. All regular buses must be free of dents, with all body panels fully painted. Spare buses will be subject to inspection and approval by the University before going into temporary service.
- D. The contractor shall be responsible for complete maintenance of the buses keeping them clean and in neat condition, both inside and outside.
- E. The University reserves the right to perform unannounced, periodic inspections related to appearance, as well as to safety and cleanliness. During the contract period, designated University personnel shall have immediate and unrestricted access to all buses in use by the contractor for this service, as well as to any and all maintenance records during planned or unannounced visits or inspections of the contractor's facilities and unrestricted access to all buses in use by the Contractor for this service, as well as to any and all maintenance records during planned or unannounced visits or inspections of the Contractor's facilities.
- F. All climate control system must be operable during the appropriate weather conditions.

7. Personnel Management

- A. The Contractor shall furnish all management, operators (drivers), mechanics, dispatchers, supervisors, administrative personnel, and other personnel services necessary for providing the transportation services in accordance with this contract.
- B. The Contractor will be required to provide project management, through a General Manager (or the equivalent), at a level of authority, and with capability sufficient to oversee its functions and employees under this contract.
 - 1. The principal function of the General Manager will be to oversee the Contractor's employees and to monitor operational activities associated with the service required under this contract.
 - 2. The General Manager will be responsible to the University for the safe and reliable provision of all services that are required under this contract.
 - 3. The General Manager will be expected to directly supervise the daily activities of all drivers, dispatchers, call takers, maintenance workers, and other personnel necessary to support the University's shuttle operation.
 - 4. The General Manager will work cooperatively with The University in matters of assuring

service quality, providing operational data, responding to complaints and comments from passengers and/or the general public, and responding to specific requests for other assistance as necessary.

C. The University must approve of the General Manager, as well as any key staff assigned, to serve the University under this contract.

1. The University reserves the right to review the qualifications of the General Manager, or the equivalent, who is assigned to this contract, and may request the removal of the General Manager, or the person serving in that capacity, at the University's discretion.
2. It is expected that the General Manager will remain in his or her position, subject to the University's approval, for at least one year after commencement of this contract.
3. Should the General Manager be temporarily unavailable to perform his or her duties, the Contractor will appoint a competent staff member, with equivalent delegated authority, to temporarily serve in the General Manager's place. The Contractor will notify the University's designated representative whenever such substitution will occur prior to such an occurrence.
4. If the General Manager will be unavailable for more than two consecutive weeks, the Contractor will be required to provide a qualified General Manager as a substitute, subject to the University's approval. The Contractor may **not** use staff personnel provided for this contract outside the University's service area without prior approval of the University.
5. The Contractor will assure the University that the General Manager assigned to this project will **not** be replaced without a ninety (90)-day advance *written* notice, unless the departing employee does not provide the Contractor with such notice, or the Contractor removes the employee for cause.
6. The General Manager or his/her designee may be required to serve as an extension of the University's contract oversight staff and, as such, may also be required to attend staff and performance meetings, upon request.

8. Reporting

- A. The Contractor will be required, at the University's request, to conduct, record, and report regular head (ridership) counts of all boarding passengers on a particular bus or route. Installation of automatic passenger counters in real time will be required at the expense of the Contractor.
- B. Ridership counts, in real time, will be separated by route, day, and if requested, hourly. The ridership counts will be aggregated daily, to weekly, monthly, and yearly reports. All reports will be prepared on an excel spreadsheet.

9. Marketing and Public Relations

- A. The Contractor shall distribute, as required, all maps, schedules, surveys, passenger notices, and other printed materials that the University may deem necessary to market the service. The Contractor shall also cooperate and participate in marketing, promotions, advertisements, public relations, and related educational programs, and projects that the University may undertake from time to time during the term of the contract to enhance ridership.

- B. The University shall be the exclusive public media spokesman in connection with these services. Under no circumstances shall the Contractor or its employees be permitted to distribute any unauthorized printed or written materials pertaining to the University of Central Florida, or its affiliates, without the express, written permission of the University.
- C. The University shall retain the exclusive right to regulate and administer all information and advertising on the buses.
- D. The University may, during the course of this contract, require the Contractor to allow access to the buses assigned to this contract, or of others of its contracted vendors, to install and remove advertising material on the buses.
- E. If allowed, all advertising materials on the buses will meet uniform size and content requirements, are subject to the University's approval prior to being installed.

10. Other Requirements

A sample copy of UCF's standard contractual agreement, which is the instrument used to bind the parties, can be viewed at <http://www.purchasing.ucf.edu/>. Any concerns with the provisions and clauses of the proposed agreement should be addressed during the question and answer period cited in section 2.2.

Proposer should demonstrate in their proposal their ability and intent to satisfy the areas of this section.

A. Statement of Needs

1. The successful Proposer, if any, shall furnish all supplies, material equipment, management and labor necessary for the professional, efficient and sound operation of UCF's Student Transportation Services.
2. The successful Proposer, if any, shall service, maintain and safely operate all vehicles provided for its use at UCF under the contract, if any.
3. The successful Proposer, if any, shall deliver all vehicles that it proposes for use under this contract, to a convenient, agreed upon location where UCF representatives can inspect them prior to their being placed into service. This includes initial RFP specifications review to include inspection of first and last assembled bus at manufacturer's facility.
4. The successful Proposer, if any, shall maintain good public relations with UCF students, faculty and staff at all times.
5. The successful Proposer, if any, shall maintain and service all vehicles on a frequent and continuous basis, and shall indicate in their proposal how the schedule will be implemented.
6. The successful Proposer, if any, shall identify all vehicles it has proposed by make, model, and year of manufacture for the permanent files of UCF. It shall be the responsibility of the Proposer to keep this information current at all times during the term of the contract, if any.
7. The successful Proposer, if any, shall provide the specific information as to malfunction reports, repairs, and operational comments, as may be directed by UCF.
8. The successful Proposer, if any, shall display all information, including licenses, permits, and certifications, in an appropriate manner as required by applicable law or approved by UCF.

B. Vehicles

1. UCF will have the right to determine, at any time during the course of the contract, if any, whether the number of vehicles the Contractor provides shall be increased or decreased at any given time during the term of the contract.
2. The vehicles provided for this contract, if any, shall be in good condition and maintained to ensure compliance with applicable laws concerning mechanical conditions, cleanliness, and operational safety. UCF agrees that any modifications or alterations to the vehicles that UCF deems necessary to comply with any University regulation or policy, State statute or other governmental regulation, shall be the responsibility of the successful proposer, if any. The Proposer shall take reasonable and proper care of its vehicles, and shall notify UCF of any known deficiencies.
3. UCF may, from time to time, request the services of the successful Proposer, if any, to assist in the development of specifications for new or upgraded vehicles. These services shall be provided at no charge to UCF.

C. Interruption of Services

The University shall not be liable for any interruptions of services, which may result from damages of vehicles, injuries, or absences of Contractor's employees.

D. Management

1. The Contractor, if any, 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 Contractor has over its representatives.
2. The Contractor, if any, shall appoint a responsible person, if not the General Manager, who will routinely review and inspect operations, personally fill staff vacancies if necessary, and consult with the University on current and future service programs. Such a person 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.

E. Damage Reimbursement

1. The Contractor, if any, assumes full risk and responsibility for any loss, destruction or damages to the Contractor's vehicles or other equipment, unless caused by a University employee.
2. Any damage(s) to UCF's property, grounds, or equipment caused by the Contractor, if any, or its employees, resulting from work performed under this contract, shall be repaired, at the expense of the Contractor, if any, to UCF's total satisfaction.
3. UCF shall not be responsible for any losses or damages to the successful Proposer's, if any, property to include supplies, tools, equipment, and vehicles.

4. In the event of damages to the Contractor's property that it believes is caused by the University or its employees, the Contractor, if any, will seek recourse through normal UCF reimbursement channels.
5. The successful Proposer, if any, shall be responsible for immediately reporting all of the facts relating to accidents, injuries, damages, or losses incurred. UCF shall designate the authority that shall receive these reports.

F. Security

1. The successful Proposer, if any, is responsible for providing proper security and identification of its property at its own expense.
2. The successful Proposer, if any, will be expected to provide appropriate Project Management and/or Technical Assistance to the University. An electronic surveillance system, to include audio and video, is required equipment on each vehicle the contractor provides under such contract.

G. Disposal of Contractor's Property

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

H. Lost and Found

A lost and found collection point for all items found on any bus will be maintained at the UCF Police Department. Any item(s) found on the buses must be turned in by the contractor at the UCF Police Department at the end of the driver's shift during which such items are found.

I. Supervision

1. The Contractor shall provide continuous, daily supervision of its contracted service, including the monitoring of schedule adherence, on-street operation (s), and on-route compliance.
2. Supervision will include conduction of on-board "ride checks" to ensure driver adherence of established procedures, i.e. ADA compliance and passenger relations.
3. Such supervision will also include responses to investigation of accidents. The University reserves the right to provide similar investigations and adherence checks of its own without notice to ensure compliance with the terms of this contract.

J. Dispatching/ Radio Control

The Contractor will provide adequate dispatch and radio monitoring personnel to enable effective driver vehicle assignments, and to enable prompt responses to all areas of operations, which could impact Contractor service.

K. Drivers

- A. Basic driving record qualifications/ restrictions for all bus drivers assigned under this contract follow:
1. Drivers must be a minimum of twenty-one (21) years of age.
 2. Drivers must have a valid driver's license for the past three (3) years.
 - a) A three (3)-year driving record must be obtained.
 - b) A five (5)-year driving record on each driver must be provided, if required.
 - c) If a driver has an out-of-country driving record, and it is unavailable, he or she must have possessed a valid U.S. driver's license continually for the immediate, past three (3) years.
- B. No driver shall have had more than two (2) moving violations within the immediate past five (5) years prior to driving a bus under this contract.
1. The first Driving Safety Course taken for a moving violation that appears on a five (5)-year driving record **will not** be treated as a moving violation, and **will not** count against the record.
 2. All additional Driving Safety Courses taken for a moving violation that appear on a five (5)-year record **will** be treated as moving violations and **will** count against the record.
- C. No more than two (2) accidents in the past five (5) years will be permitted for any driver. This includes "no-ticket" accidents.
- D. Driving records must not reflect any conviction of a serious traffic violation, i.e. DWI/DUI, Driving with Suspended License, etc., within the immediate past seven (7) years.
- E. Driving records must not reflect more than two (2) convictions of serious traffic violations in a driver's lifetime.
- F. No more than two (2) violations for No Liability Insurance in a five (5)-year period is allowed for any driver.

L. Background Checks

- A. Prior to assigning any driver under this contract, the Contractor will conduct an appropriate and adequate background check on each one.
1. Any conviction or deferred adjudication of any employee for a **felony** offense within the past ten (10) years of the beginning date of this contract will result in disqualification of that employee driving under this contract.
 2. Any drug offense, theft, assault or other conviction or deferred adjudication of any employee within the past ten (10) years of the beginning date of this contract for a **felony** or **misdemeanor** offense will result in disqualification of that employee driving under this contract. Examples include, but are not limited to, murder, robbery, and sex offenses.

B. Each driver must also:

1. Be full- or part-time employees of the Contractor
2. Have the ability to read, write, and speak English
3. Have and exercise sensitivity to the passengers' needs. Drivers may be required to attend University-sponsored Customer Service training courses at the Contractor's expense.
4. Be capable of handling complaints and problems as required
5. Undergo and pass biennial Federal Department of Transportation (DOT) physical exam and a comprehensive drug screen.
6. Possess a valid, current Florida Commercial Driver's License (CDL).

C. Additional Driver Requirements are:

1. Drivers should foster positive relations among the University students, faculty, staff, visitors and the surrounding community. They must conduct themselves in a professional manner at all times.
2. All complaints involving drivers, equipment, passengers, service, etc. must be investigated and corrective action taken immediately. The Contractor must notify all drivers of any complaint(s) filed against them.

M. Discretionary Suspension/Removal from Service

- A. The University retains the right to exercise reasonable discretion if any Contractor's employee(s) assigned to this transportation system poses a threat, either real or perceived, to the safety or welfare of any member of The University community.
- B. The University may require the Contractor to suspend or remove any employee, with or without a specified reason, from working under this contract.
- C. The University may require the Contractor to immediately, pending investigation, remove any driver from service under this contract for any one of, but not necessarily limited to, the following:
 1. Committing unsafe or inappropriate act (as determined by The University) while on duty
 2. Failing to follow specified University policies and procedures as set forth under this contract
 3. Using mobile phones for personal, or other non-essential call while driving
 4. Having a revoked or suspended driver's license, or failing to renew a valid Florida driver's license
 5. Being convicted of any felony criminal offense
 6. Wearing an unauthorized uniform or prescribed clothing
 7. Smoking on a bus that is assigned to this contract, whether driving at the time or not
 8. Failing to follow any safety rule or regulation, as determined by the University

N. Passengers

The Contractor shall allow any person with a valid UCF ID to board any bus at any *designated* stop. However, no passenger will be allowed to exit a bus at an *undesignated* stop. An *undesignated* stop is any stop that is not specified and signed for the specified route to which a bus is assigned.

O. Complaints

- A. In the event of any complaint, the Contractor will be required to contact each complainant by telephone, or follow up the complaint with written correspondence relative to the complaint. If an investigation is required, the Contractor will conduct an investigation and the complainant will be contacted by telephone or written correspondence regarding the results of the investigation.
- B. Within four (4) business days of receipt of any passenger complaint, the Contractor shall provide the University with copies of all written responses.

P. Equipment Conditions

- A. All buses placed into service by Contractor must, without exception:
 - 1. Be cleaned daily, inside and outside
 - 2. Have vehicle floors swept and mopped daily
 - 3. Be wiped down entirely. Surfaces to be wiped down will include, but not be limited to dash controls, the area along the dashboard, and the headliner above the driver area
 - 4. Be “VIP” detailed, no less than once monthly
 - 5. Have fully operational air conditioning, wheelchair lifts, seat belts, radios, and destination signs
 - 6. Be free of body damage, have no missing or unpainted panels; with wheels and tires checked daily for any defects, flats or low inflation, or missing curbing lugs
 - 7. Be free of graffiti on the exterior and interior of the buses
 - 8. Have all safety items, i.e. lights, brakes, horn, tires, wheelchair tie-downs, seat belts, etc., fully operational. All malfunctioning or non-operational safety-related items must be repaired, corrected, or replaced before the affected vehicle can be returned to service
 - 9. Have no cannibalized parts
- B. Regular cleanliness maintenance will be performed by the drivers at all times. Following is a list of interior maintenance items that must be performed regularly:
 - 1. The interior of buses kept clean and free from damage
 - 2. Floors kept free of debris
 - 3. Trash containers kept emptied
 - 4. Seats checked regularly for spills and general cleanliness

5. Upholstery checked for damage
 6. All surfaces kept free of graffiti, stains, etc.
 7. Windows kept clean and free of any damage or obstruction to vision
- C. The exterior of each bus must also be kept clean and free of damage and rust. Buses will be washed at least once per week, or more frequently if needed.
 - D. The windows of each bus will be cleaned no less than once weekly. This includes, both the inside and outside of each window.
 - E. All buses shall be maintained properly, in accordance with the above, or as otherwise required by the University. Failure to do so may result in a bus being taken out of service until the Contractor has made the desired corrections.
 - F. The Contractor shall maintain records for each bus, reflecting its mechanical operation history, including inspections and repairs. These records shall be available for inspection, during regular UCF business hours, by duly authorized UCF personnel.
 - G. If any services performed or equipment provided herein do not conform with the requirements of this contract, the University shall have the right to require the Contractor to immediately take all necessary steps to ensure future performance of the services do conform with the requirements of the contract; and reduce the Contract price to reflect the reduced value of the actual scheduled vehicle hours performed.
 - H. Any equipment, other than what has been previously mentioned, that is necessary for the safety and maintenance of the vehicles, must be maintained per industry standards.
 - I. In the event the Contractor fails to promptly take necessary steps to ensure future performance of the services is in conformity with the requirements of the contract; the University shall have the right to terminate this contract for default.
 - J. A preventative maintenance wheelchair lift or ramp inspection will be performed on each bus no less frequently than once every 6,000 miles, and a long-form preventative maintenance inspection will be conducted in no less frequency than each 2,400 miles. Wheelchair lifts or ramps must be cycled daily.
 - K. A preventative maintenance air conditioning inspection will be performed on each bus no less frequently than once every 6,000 miles, and a long-form preventative maintenance inspection will be performed no less frequently than each 24,000 miles.
 - L. The air-conditioning filters will be changed at the time of every inspection, or more frequently, as needed.

Q. Refueling and Servicing

THERE WILL BE NO FACILITIES ON THE UNIVERSITY CAMPUS FOR THE REFUELING AND SERVICING OF ANY OF THE BUSES.

- A. All buses must be fueled and serviced daily by the Contractor. Oil, transmission, coolant, and windshield washer fluid levels will be checked regularly, and fluids will be added as necessary.

B. spare bus will immediately replace any bus that is taken out of service for refueling or service.

R. Reporting

- A. Monthly ridership statistics will reflect the increases and decreases of each route for each successive month, shown both numerically and by percentages, and finalized through the last business day of each month. Each monthly report should be provided and submitted no later than the fifth business day following the end of each preceding month of operations.
- B. Annual ridership statistics will reflect the increases and decreases of each route for each successive year, shown both numerically and by percentages, and finalized through the last business day of each year. Each annual report should be provided in the same manner as the monthly reports, and submitted no later than the seventh business day following the end of each preceding year of operations.
- C. The following performance indicators must be reported monthly and submitted by an e-mail attachment to The University's designated representative(s) no later than the tenth business day of the following month.
 - 1. Missed or late departures, and reason(s) therefore
 - 2. Percentages of on-time performance
 - 3. Number of complaints
 - 4. Number of accidents
 - 5. Maintenance inspections, and
 - 6. Number of wheelchair boardings

S. Emergencies

Thirty (30) days prior to the start of service under this contract, the Contractor shall submit, for University approval, written procedures for responding to emergencies and routine problems that may occur during the course of the contract. Occurrences include, but are not limited to:

- a. Passenger injuries
- b. Disturbances
- c. Employee illness
- d. Vehicle failures
- e. Inclement weather
- f. Accidents
- g. Detours
- h. Employee injuries, and
- i. Union walkouts (if applicable)

T. Deviations and Specifications

Explanation of services/equipment differences (if any) is required. It is the University of Central Florida's desire that proposals are based upon Schedule/Equipment Specifications. Each deviation must be clearly described in detail in the "Explanation of Deviations" portion of this proposal.

11. INNOVATIVE IDEAS

It is the University's desire to provide the most efficient and cost effective transportation service without compromising service quality.

1. If there are requirements that are included herein that could be modified to reduce cost or improve quality, it is incumbent upon the proposer to identify those areas, and submit them as an attachment to the proposal, with the potential savings specified.
2. The University of Central Florida has extremely high standards. The Contractor is expected to meet those standards at all times.
3. There are no known extreme roadway dips or depressions, overhead obstructions, severely sloping ingress/egress curb cuts, sharp turns, or any other obstructions along any of the proposed bus routes, or at any of the pick-up or drop-off points on the routes. However, most of the apartment complexes on the routes have installed speed bumps, which, as intended, serve to slow or impede the speed of moving, vehicular traffic. These speed bumps must be taken into consideration by all drivers in keeping to prescribed headways.
4. Each route served is estimated to cover approximately 150 miles per day per bus. The University shall be expected to determine the number of buses required for each route in order to meet the 15 minute headway requirement.
5. The current average daily ridership is approximately 5,000 passengers. The average number of boarding's per day is considered to be twice that number.
6. Any proposer that is awarded a contract, as a result of this RFP, that elects to use an alternate fuel (s) will be solely responsible for locating an outlet that provides such fuel(s).

12. CONTRACT PRICING

Use Appendix V on page 52. This sheet should be used to demonstrate proficiency in providing the services required.

- A. Proposers may, in the interest of environmental and health concerns, propose vehicles that are capable of operating on fuels other than the traditional petroleum-source variety. Examples are natural gas, electric, and biodiesel fuels.
- B. The proposal for nontraditional fuel vehicles should be priced separately using Appendix V. A partial alternative fuel fleet will be considered.

13. CONFORMANCE TO RFP's CONDITIONS AND REQUIREMENTS

Failure to conform to the RFP's mandatory conditions and requirements may result in the rejection of this proposal.

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 Greg Robinson.

Criteria	MAX POINTS
1. EXPERIENCE AND QUALIFICATIONS - page 26 Proposal's record of performance in providing transportation services to students residing in on and off-campus college/university housing facilities.	20
2. EQUIPMENT REQUIREMENTS - page 27	20
GPS system and passenger counts	5
Maintenance and general appearance	5
3. PERSONNEL MANAGEMENT - page 31	5
4. REPORTING - page 32	5
5. MARKETING AND PUBLIC RELATIONS - page 33	5
6. OTHER REQUIREMENTS - page 33	5
7. INNOVATIVE IDEAS - page 41	5
8. CONTRACT PRICING - use Appendix V – page 42	15
9. CONFORMANCE TO RFP'S PREFERRED CONDITIONS AND REQUIREMENTS <u>(FAILURE TO CONFORM TO RFP'S MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL)</u> - page 42	10
TOTAL POINTS	100
COMMENTS	

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 inquires, 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	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>PROPOSER INITIALS</u>
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	_____	_____	_____
2.30 **Non-negotiable**	_____	_____	_____
2.31 **Non-negotiable**	_____	_____	_____
2.32	_____	_____	_____
2.33	_____	_____	_____
2.34	_____	_____	_____
2.35 **Non-negotiable**	_____	_____	_____
2.36	_____	_____	_____
2.37	_____	_____	_____
2.38	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>PROPOSER INITIALS</u>
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 sub-contract 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 is in 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			# Hours			\$ Rate	
Route	Apartment Name	Address	Students	Per Day	#Buses	Per Hour	\$ Total
Route 1	Knights Circle	12440 Golden Knight Circle Orlando, FL 32817	1,900	58.0	4		
Route 2	College Station, Boardwalk	12100 Renaissance Court Orlando, FL 32826 11801 Boardwalk Dr. Orlando, FL 32826	300 480	28.5	2		
Route 3	The Edge, Arbour Apartments	11841 Jefferson Commons Cir. Orlando, FL 32826 3100 Alafaya Club Drive Orlando, FL 32817	930 680	36.5	3		
Route 4	Village at Alafaya Club, Campus Crossings, Pegasus Pointe	3100 Alafaya Club Drive Orlando, FL 32817 12024 Royal Wulff Lane Orlando, FL 32817 2635 College Knight Point Orlando, Florida 32826	600 590 1,100	63.0	3		
Route 5	Village at Science Drive	2913 Einstein Way, Orlando FL, 32826	732	26.0	2		
Route 6	Northgate Lakes, Tivoli	1389 Northgate Circle Suite 101 Oviedo, FL 32765 4284 Spoleto Circle Oviedo, FL 32765	600 600	36.5	3		
Route 7	Collegiate Village Inn UCF Pegasus Health	11850 University Blvd. Orlando, FL 32817 3400 Quadrangle Blvd. Orlando, FL 32817	425	15.0	1		
Route 8	Riverwind at Alafaya	100 Riverwind Way Oviedo, FL 32765	436	15.5	1		
Route 9	Knights Landing Research Park	3074 Southern Pine Trail Orlando, FL 32826 12424 Research Parkway Orlando, FL 32826	235 50	25.5	2		
Route 10	The Lofts Orion on Orpington	1805 Loftway Circle Orlando, FL 32826 12700 Orpington Street Orlando, FL 32826	500 542	43.0	2 1		
Route 11	Sterling Central	12100 Sterling University Lane Orlando, Florida 32826	1,500	27.5	3		
Route 12	University House	3200 N. Alafaya Trail Orlando, Florida 32826	900	31.0	2		
On Campus	Black Route (clockwise)	1. Burnett Honors College 2. Lake Claire Apartments 3. Arena/Tower Apartments 4. CoHPA/Engineering/CREOL 5. Academic Village 1/Nike Community 6. Marketplace/Student Resource Center 7. Welcome Center/Millican Hall 8. Teaching Academy/Welcome Center 9. Transit Center Education Complex	150	12.0	2		
On Campus	Gold Route (counter-clockwise)	1. Burnett Honors College 2. Lake Claire Apartments 3. Arena/Tower Apartments 4. CoHPA/Engineering/CREOL 5. Academic Village 1/Nike Community 6. Marketplace/Student Resource Center 7. Welcome Center/Millican Hall 8. Teaching Academy/Welcome Center		12.0	2		
Rosen College	Rosen School of Hospitality	9907 Universal Blvd. Orlando, FL 32819	3,507	14.0	2		
HSC	Health Sciences Campus	6850 Lake Nona Blvd. Orlando, FL 32827	180	15.5	1		
			Total Students	Total Daily Hours	Total Buses	Total \$Rate /Hour	\$ Total Cost
			16,937	459.5	36		

APPENDIX V IS THE PROPOSED BUS ROUTES THAT ARE WITHIN THE PURVIEW OF THIS RFP FOR THE BEGINNING OF THE CONTRACT TERM:

The Orlando Technical Center, used by UCF entities and located in the Central Florida Research Park, is included in the Transportation Services bus routes. Route 9 includes the stop listed below. The daily ridership produced at this location averages approximately 50 passengers.

- **Physical Sciences**
- **Human Resources**
- **Florida Institute of Government (Orlando Tech Center)**
- **University Marketing (Orlando Tech Center)**
- **I.S.T. (on call)**
- **University Tower**
- **Knights Landing (Winter Pine Street)**
- **Knights Landing (Ash Street)**
- **Partnership 2**
- **Partnership 1**
- **Research Pavilion**
- **Bio-molecular Research Annex (on call)**

ADDENDUM

IMPORTANT DOCUMENT - REQUEST FOR PROPOSAL (RFP) REVISION

RFP NUMBER: 1114ZCSA OPENING DATE & TIME (changed): May 31, 2012/ 2:00 pm
RFP TITLE: STUDENT TRANSPORTATION SERVICES
ADDENDUM NUMBER: 1 ADDENDUM DATE: 04/24/12

Purpose of this addendum is to make changes to the RFP and answer questions submitted during the period allowed in section 2.3. of the RFP.

- **Time to submit additional questions has been extended until May 1, 2012, 2:00pm.**
- **Proposal opening date is changed to May 31, 2012, 2:00pm.**
- Remove **Table A – Evaluation of Responses** found at section 2.8.C and Appendix I of the RFP and replace with the revised **Table A – Evaluation of Responses** and Appendix I posted on Purchasing’s website <http://www.purchasing.ucf.edu/bids/index.asp> navigations Solicitations; RFP 1114ZCSA Student Transportation Services; Table A and Appendix I
- Clause number 2.50 Payment and Performance Bonds has been added and is in full effect as a non-negotiable clause. (a) Any contractor contracting with the University to provide commodities, services or commodities which include installation, are required to furnish a payment and performance bond, with good and sufficient securities, to the University prior to the issuance of the contract. Bonds shall be furnished within 7 business days after notice of award. (b) The bond or security must be in an amount equal to 100% of the response submitted to the competitive solicitation. Bond or surety can be in the form of a certified, cashier’s or treasurer’s check, bank draft, or bond.
- Remove Appendix V from the RFP and replace it with the revised Appendix V on Purchasing’s website <http://www.purchasing.ucf.edu/bids/index.asp> navigations Solicitations; RFP 1114ZCSA Student Transportation Services; Appendix V
- List of attendees at the pre-proposal conference and site visit are posted on Purchasing’s website <http://www.purchasing.ucf.edu/bids/index.asp> navigations Solicitations; RFP 1114ZCSA Student Transportation Services; Pre-proposal list of vendors
- Agreement and modifications for present transportation services are located at <http://www.purchasing.ucf.edu/bids/index.asp> navigations Solicitations; RFP 1114ZCSA Student Transportation Services; Agreement, modifications and tabulations
- Questions submitted by potential proposers and UCF answers are attached

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

PROPOSERS SIGNATURE

PRINT OR TYPE PROPOSER’S NAME

COMPANY NAME

EMAIL ADDRESS

