



ADDENDUM

IMPORTANT DOCUMENT – INVITATION TO NEGOTIATE ADDENDUM

ITB NUMBER: 1414MCSA OPENING DATE & TIME: March 12, 2015 @ 2:00PM

ITB TITLE: CHEMICAL TREATMENT OF THE CHILLED WATER DISTRICT LOOPS

ADDENDUM NUMBER: 1 ADDENDUM DATE: February 20, 2015

Purpose of the addendum is to:

- **Provide answers to questions asked during the open question period (page 2).**
- **Revise section 5.2, C, 2 to read, “UCF will consider the use of multiple two precursor generators to reach the same goal. The generator(s) will be provided as part of the ITN package.”**
- **Revise section 5.2, C, 3 to read, “Note: Please provide pricing for both a single and/or two precursor generator for lease.”**

Some of the answers may refer back to pages in the ITN doc. For reference, interested parties can obtain a copy of the ITN document at the following web address, if you haven't already.
<http://www.purchasing.ucf.edu/bids/index.asp>

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

PROPOSERS SIGNATURE

PRINT OR TYPE PROPOSER'S NAME

COMPANY NAME

EMAIL ADDRESS

Answers to Questions (ITN 1414MCSA – Chemical Treatment of the Chilled Water District Loops)

- 1) **Vendor Question: We are in receipt of the above mentioned invitation to negotiate that is due on March 12, 2015 by 2:00 p.m. Can you please provide us the latest bid tabulations/pricing for the chemical treatment currently being provided to the University of Central Florida?**

UCF Answer: We are currently paying a monthly charge of \$15,794.88. However, the ITN requirements and scope differ from our current chemical treatment and should not be considered as apples to apples comparison. Proposers should propose a solution that offers the best value to UCF per the ITN requirements.

- 2) **Vendor Question: Section 5.2A – You asked for 50 ppm of silica as silica (over the background) and 10 PM of TTA or BZT. Later in the paragraph just before section E, you mentioned 70-100 ppm of Silica and 5-10 ppm of Azole. Can you confirm what levels you would like us to maintain.**

UCF Answer: We need 50 ppm of silica over the background as a minimum, we feel 70 ppm to 100ppm would better fit our program. Please recommend what your company feels would work best for us. Same with the Azole; we could probably live with 5 ppm, but we feel somewhere in between 5–10 would probably work best. Please recommend what you feel would work best for our size system.

- 3) **Vendor Question: Section 6.0 – In the Bid Summary Sheets you asked for "Calculations:" Do you want us to show you how we calculated the individual chemical costs and how it adds up to the Total Annual cost?**

UCF Answer: YES

- 4) **Vendor Question: General Requirements (P,Q & U) – Asks to provide all chemical feed equipment. There is little language around what expectations are required of the chemical feed equipment as compared to the last ITN. There are many controllers with different capabilities (features) available. Are you asking us for our recommendations or can you further clarify what expectations you have on the chemical feed equipment? Do you want all new equipment? With the exception of the water meters and blowdown meters do you own any of the chemical feed equipment on site?**

UCF Answer: Yes, we're looking for you to recommend what you feel would work best for UCF. Yes we would like new equipment. No, we don't own the equipment.

- 5) **Vendor Question: Section 5.2 Biocide – At the pre bid meeting it was mentioned that each company needed to provide recommendations on the type of chlorine dioxide system needed to minimize biological activity in the chilled water system. Do we still need to quote a Non Acid Generator as well as our recommendations (which could be a non-acid generator) to provide the best system approach**

UCF Answer: NO.

- 6) **Vendor Question: With the modification of Section 5.2C to allow Chlorine Dioxide generation that employs acid, is the University willing to consider and option that uses of acid for pH control in the towers to allow a possible increase in cycles of concentration?**

UCF Answer: No. We don't want towers PH controlled by Acid

- 7) **Vendor Question: At the Main plant, can the Bleach/Sodium bromide feed system be installed outside?**

UCF Answer: We rather it be inside due to UV rays penetrating and diluting the solution. If you're going to propose an outside option, it will need to include a black fiberglass UV resistant tank.

- 8) **Vendor Question: Are the current roll-up chemical storage containers University property and may they be reused?**

UCF Answer: Yes

- 9) **Vendor Question: Chlorine Dioxide Generator Question – We see the specifications look be changed to allow a 2 part generator. Is a 2 part generator acceptable? Is a 3 part generator acceptable?**

UCF Answer: Yes, we will entertain 2 and 3 curser generators.

- 10) **Vendor Question: Chlorine Dioxide Generator Question – Specifications state the use of an acid based method will not be allowed due to safety concerns. Is this firm specifications?**

UCF Answer: UCF will entertain acid based systems.

- 11) **Vendor Question: We have considered a 1 part, 2 part or 3 part chlorine dioxide which will be portable. The unit will exceed the 40LB/Day requirement. The water treatment company will be responsible for moving, setting up, and feeding the ClO₂. Since multiple locations feed points appear to be the best method of feed, do you agree with this approach?**

UCF Answer: We will consider that approach.

- 12) **Vendor Question: Under 5.2.C Biocide – General Specifications for 40-50 Pounds per Day of ClO₂. This lists Points 1- 17 specific requirements that are specific to a specific chlorine dioxide generator. We want to confirm that all 17 specifications are required of the generator installation and operation and not negotiable.**

UCF Answer: No, that section states that UCF will entertain different options. Recommend the chlorine dioxide system you feel will best meet our needs. We will consider multiple curser systems.

<p align="center">SUBMIT OFFER 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</p>		<p align="center">University of Central Florida INVITATION TO NEGOTIATE Contractual Services Acknowledgement Form</p>	
Page 1 of 44 Pages		OFFERS WILL BE OPENED: March 12, 2015 at 2:00 p.m.	ITN NO: 1414MCSA
		and may not be withdrawn within _____ days after such date and time.	
UNIVERSITY MAILING DATE: February 9, 2015		ITN TITLE: CHEMICAL TREATMENT UNIVERSITY WATER DISTRICT LOOPS	
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER			
VENDOR NAME		REASON FOR NO OFFER	
VENDOR MAILING ADDRESS			
CITY - STATE - ZIP CODE		POSTING OF PROPOSAL TABULATIONS	
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 offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer 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 offer and certify that I am authorized to sign this offer for the vendor and that the vendor is in compliance with all requirements of the Invitation To Negotiate, including but not limited to, certification requirements. In submitting an offer to an agency for the State of Florida, the vendor offers and agrees that if the offer is accepted, the vendor 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 vendor.

GENERAL CONDITIONS

1. SEALED OFFERS: All offer sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE OFFER PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date, and time of the solicitation opening and the solicitation number. Offer prices not submitted on any attached price sheets when required shall be rejected. All offers are subject to the terms and conditions specified herein. Those 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 OFFERS: Offers must contain a manual signature of authorized representative in the space provided above. Offers must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by vendor 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 OFFER SUBMITTED: If not submitting an offer, respond by returning only this offer acknowledgment form, marking it "NO OFFER," and explain the reason in the space provided above. Failure to respond without justification may be cause for removal of the company's name from the solicitation mailing list. NOTE: To qualify as a respondent, vendor must submit a "NO OFFER," and it must be received no later than the stated offer opening date and hour.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED), TITLE

4. PRICES, TERMS AND PAYMENT: Firm prices shall be negotiated 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 offer evaluation purposes.

(b) MISTAKES: Offerers are expected to examine the conditions, scope of work, offer prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the offerer'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

INVITATION TO NEGOTIATE (ITN) NUMBER [1414MCSA](#)

FOR

[CHEMICAL TREATMENT UNIVERSITY WATER DISTRICT LOOPS](#)

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1.0 INTRODUCTION

1.1 Statement of Objective

The objective of this Invitation to Negotiate (ITN) is to enable the University of Central Florida (UCF) to enter into an agreement with a vendor to provide a comprehensive, service oriented water treatment program. This chemical treatment provider will be responsible for maintaining all water parameters and quality within the original equipment manufacture's specifications for chilled water and hot water systems.

The chemical treatment provider shall have relevant experience with large district applications. thermal energy storage systems and the ability to work in a dynamic and diverse University setting.

In no order of preference, the primary goals of the service-oriented water treatment programs are as follows:

- A. Minimize or eliminate chemical and/or safety hazards to all personnel. UCF personnel will not handle chemicals.
- B. Provide professional, knowledgeable, and involved service personnel.
- C. Comply with local standards for chemical storage and documentation.
- D. Accurately monitor program results and communicate appropriate recommendations with quantifiable, business oriented justifications. Reports with required daily data to indicate UCF's compliance with all applicable water discharge permit requirements.
- E. Thoroughly train UCF personnel and their agents on the implementation and control of the programs. A nationally-recognized certification program is preferred. All new personnel must be trained upon assuming responsibilities and all UCF personnel and their agents will be formally reviewed and retrained annually, or more often as needed.
- F. Reduce the overall energy/utility consumption through improved heat transfer efficiency and improved water quality. This is accomplished by reducing system contamination and minimizing scale, corrosion, fouling, and microbiological growth, which can create deposits on heat transfer surfaces. HVAC currently accounts for over 50% of UCF's potable water demand on campus. The program should aim to reduce the burden on municipal supply while maintaining the water quality parameters set forth in this ITN.
- G. Minimize the repair and maintenance costs associated with the replacement and cleaning of equipment due to scale, corrosion, fouling, or microbiological activity.
- H. Provide competitive water treatment program costs.

The Successful Respondent, if any, will enter into a contract with UCF that provides for the performance of all terms and conditions set forth in this ITN, 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 Respondent.

1.2 Contract Award

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

1.3 UCF Environment

The University of Central Florida has a critical 3,375,000 Chilled Water district which serves most campus buildings and laboratories. The bulk of this water (3 million Gallons) reside within the systems TES (Thermal Energy Storage) tank, and is manipulated daily to leverage peak power rates. This process is controlled to conserve energy while still meeting the demanding campus heat load. Chilled Water is delivered throughout campus via three miles of 18" pipes, made of various materials, from ductal iron, steel to new branches made of PVC. The district supply's 42 degree water and returns 55 degree water to and from two utility plants located at opposite extremes of the campus. The chilled water district has several tributaries that feed the furthest buildings on campus as well as sports venues. These tributary branches reduce in size as they go further away from the main loop, to as small as 4" at its furthest point. Chilled Water is delivered to the buildings and then pumps through the different building coils before returning to the utility plants for re-processing.

Chilled Water is critical to all buildings for comfort cooling and to laboratories for maintaining lasers and other temperature critical equipment. To continue to accomplish this task, we are looking to team up with a chemical treatment company that's experienced with systems of this size and is capable of ensuring the water quality and chemistry consistently meets or exceeds the expectations set forth in this document. Failure at any time to meet these requirement can and will result in losing the capability to handle the heat load capacity on campus, and subsequently effecting cooling capability in all buildings and/or destroying critical research. Any respondent not 100% sure they can comply with this scope, has the duty and responsibility not submit an offer.

Additional information available at http://www.ucf.edu/about_ucf

2.0 GENERAL CONDITIONS

2.1 Authorized UCF Representative/Public Notices/UCF Discretion

Respondent's response to this ITN and any communications and/or inquiries by Respondent during this ITN 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/emailed to all Respondents. UCF shall not accept or consider any written or other communications and/or inquiries (except an offer) made between the date of this deadline and the posting of an award, if any, under this ITN.

Brian Sargent
Assistant Director
Purchasing Department
12479 Research Parkway
Orlando, FL 32826-3248
brian.sargent@ucf.edu
PH: 407-823-2661
Fax: 407-823-5551

Advance notice of public meetings regarding this ITN, 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 offer at any time on grounds that include, without limitation, either that an offer is nonresponsive to the ITN or is incomplete or irregular in any way, or that a responsive offer 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 ITN. All listed times are local time in Orlando, Florida.

Date/Time	Action
2/6/15	Invitation To Negotiate advertised
2/6/15	Invitation To Negotiate released
2/13/15/15 @ 10:00 a.m.	Site Visit – We will be meeting at the Purchasing Department, 12479 Research Parkway, Building 600, Orlando Fl, 32826. After the briefing we will proceed to campus to visit the chiller locations.
2/19/15 by 5:00 p.m.	Last Day to submit communications and/or inquiries in writing only; preferably by email to brian.sargent@ucf.edu
2/24/15 approx.	Responses to inquiries and Addenda, if any, posted online at http://www.purchasing.ucf.edu/bids/index.asp to Respondents
3/12/15 by 2:00 p.m.	Deadline for Offer submission at 2:00 p.m. (ITN opening)

2.3 Respondent Communications and/or Inquiries

A. UCF is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this ITN. The Respondent shall examine this ITN to determine if UCF’s conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this ITN, the Respondent believes there are any conditions or requirements which remain unclear or which restrict competition, the Respondent may request, in writing, that UCF clarify or change condition(s) or requirement(s) specified by the Respondent. The Respondent

must provide the Section(s), Subsection(s), and Paragraph(s), that identify the conditions or requirements questioned by the Respondent. The Respondent 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 ITN 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 ITN shall automatically be rejected. Requests for changes to anything other than the non-negotiable provisions of this ITN 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 Respondent disagreeing with any terms and conditions set forth in this ITN shall indicate on Appendix II, Terms and Conditions Supplemental Offer Sheet, the specific ITN section(s) the Respondent disagrees with and shall provide a clear and detailed reason for the disagreement and a solution to the disagreement, in his/her offer, 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 Respondents 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 Respondent agrees and disagrees with (i.e. failure to initial the designated sections set forth on Appendix II, indicating that the Respondent 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 offer, all prior to the deadline stated in Section 2.2. "Calendar of Events," shall be grounds for rejection of that offer, at UCF's sole discretion. UCF may or may not accept and/or negotiate any such terms and conditions that the Respondent disagreed with. If UCF decides not to accept any of the terms and conditions the Respondent disagreed with, UCF shall have the right, at UCF's sole discretion to exercise its right to reject the tentative awardee's offer and proceed to the next highest ranked respondent. As noted above, the disagreement with any non-negotiable terms and conditions by the Respondent shall be automatically rejected.
- D. UCF shall at its sole discretion determine what requested changes to this ITN 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 ITN, if any, which shall be sent to all Respondents as specified in Section 2.1.
- E. Any communications, questions and/or inquiries from the Respondent concerning this ITN in any way must be submitted in writing to the individual identified in Section 2.1 not later than [February 19, 2015 by 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 Respondent who is submitting the inquiry.

2.4 Respondents' Conference and Site Visit

A mandatory site visit is will take place on [February 13, 2015, at 10:00 a.m.](#) The visit will be conducted by Chilled Water Superintendent, Saul Santiago. During said visit, CWP Superintendent will give a guided tour of both plants, cooling towers, TES Tank, TES pump pad, CHP and existing chemical treatment sites. Potential respondents are encouraged to take water samples and photographs as needed. We will be meeting at the Purchasing Department, 12479 Research Parkway, Building 600, Orlando, FL 32826. After the briefing, we will visit the Main Utility Plant, Building# 3.

2.5 Written Addenda

Written Addenda to this ITN along with an Addenda Acknowledgment Form will be mailed to all Respondents. The Addenda Acknowledgment Form shall be signed by an authorized representative of the Respondent, dated and returned with the offer.

2.6 Offer/Proposal Opening Date

Respondent's response to this ITN shall be prepared in accordance with Section 3.0, "Required Offer Format". Offers 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 March 12, 2015** according to the time clock in UCF's Purchasing Department. Offers or amendments to offer that arrive after **2:00 p.m. on March 12, 2015** will not be accepted/considered for any reason whatsoever. Telephone, including facsimile and electronic mail, and telegraphic negotiations and/or amendments to offers shall not be accepted at any time. At **2:00 p.m. on March 12, 2015** all timely offers will be opened for the sole purpose of recording the names of the Respondents submitting written offers. Purchasing will not extend the proposal opening to accommodate vendors that did not discover the ITN early enough to submit a proposal.

If Respondent elects to mail in his/her offer package, the Respondent must allow sufficient time to ensure UCF's proper receipt of the offer package by the time specified above. Regardless of the form of delivery, it is the responsibility of the Respondent to ensure that the offer package arrives at UCF's Purchasing Department no later than **2:00 p.m. on March 12, 2015**

Offers will be accepted up to, and no offers may be withdrawn after, the deadline for offer submission time and date shown above. Offers must be delivered in sealed envelopes clearly marked: **ITN# 1414MCSA – Chemical Treatment for University Water District Loops.** The offer must be submitted in **two hard copies and 5 electronic versions on either disc or thumb drive.** The hard copy must have original signatures of the Respondent's authorized representatives on the document titled "INVITATION TO NEGOTIATE ACKNOWLEDGMENT FORM (Form ITN/CS)." All copies of the proposals, whether they are electronic or hard copy must be complete sets in every way, with all information the proposer desires to be evaluated. UCF will not be responsible for any proposal's low score during the evaluation process that results from any of the proposals (hard or electronic copy) having incomplete information and or omitted documents. UCF will not be responsible for making copies of any omitted or missing documents to complete any submitted 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 vendors after receipt of an offer do not constitute a rejection, counteroffer or acceptance by UCF.

- B. UCF reserves the right to conduct negotiations with the highest ranked offerer(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 offers. The committee will review all responsive offers and develop a ranked order of vendors 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 offers;
 3. Ensure consistency among the solicitation requirements, notices to respondents, offer preparation instructions, evaluation criteria, solicitation provisions or contract clauses, and data requirements;
 4. Ensure that offers are evaluated based solely on the evaluation criteria contained in the solicitation;
 5. Consider the recommendations of the evaluation committee in determining which offerer(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 offerer(s) falling within the desired competitive range to enter into negotiations.
- C. All offers 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 ITN or, if none, then individuals who could be characterized as recipients, beneficiaries, or users of the ITN'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 offers. After offer 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 ITN and any aspect thereof including, without limitation, the offers and their content with any other individual whatsoever. Each evaluation committee member shall conduct an independent evaluation of the offers in accordance with the weighted evaluation criteria set forth in the following Table A:

Table A – Evaluation of Responses

Evaluation Criteria	Max Points
1. EXPERIENCE AND QUALIFICATIONS OF PROPOSER	15
2. PROJECT STAFF QUALIFICATIONS & EXPERIENCE	15
3. OVERALL RESPONSIVENESS OF PROPOSAL TO SATISFY SCOPE/ PROJECT APPROACH	30
4. OVERALL PRICING	20

5. CONFORMANCE TO ITN'S PREFERRED CONDITIONS AND REQUIREMENTS (FAILURE TO CONFORM TO ITN'S MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL) Section 2.0	10
Evaluation of Responses Point Total	90

Each evaluation committee member must independently score, in writing, each offer on the form depicted in **APPENDIX I**. Each evaluation committee member shall enter comments, if any, regarding the offer and then sign the completed score forms and deliver them, in a sealed envelope, to the **Purchasing Person identified in section 2.1.**, who will forward copies to the **Decision Maker**, or his/her designee. At the time of such delivery to the **Purchasing Person**, the evaluation committee members shall cease to participate further in this ITN process unless expressly requested otherwise by **Decision Maker**.

The **Decision Maker** shall review, in the manner and to the extent he/she deems reasonable under the circumstances, the ITN, the offers, and committee members' scoring forms. While not bound to them, the **Decision Maker** may give deference to the scoring forms. Based on what the **Decision Maker** determines is in the best interest of UCF, the **Decision Maker** will then make the final decision whether or not to recommend the award of a contract to a Respondent to this ITN, negotiate with the highest ranked respondent(s) or cancel the ITN.

The **Decision Maker** may, at any time during this ITN process, assign one (1) or more UCF staff member(s) to assist the **Decision Maker's** 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 ITN or to award such contract, if any, on the basis of lowest cost or highest commission offered. UCF reserves the right to award such contract, if any, to the Respondent(s) submitting an offer that UCF, at its sole discretion, determines is in UCF's best interest.

2.9 Posting of Recommended Selection

An intent to award will be posted within a reasonable time when the Purchasing Department receives the decision maker's notice of recommended award decision. The recommendation to award a contract, if any, to a Respondent(s) to this ITN 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 Respondent desires to protest the recommendation to award a contract, if any, the Respondent 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 offered 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 ITN, UCF shall not be obligated to pay for information obtained from or through the Respondent.

2.10 Offer Validity Period

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

2.11 Disposition of Offers; Florida Public Records Law Compliance

All offers 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 offer received in response to this solicitation. Any parts of the offer or any other material(s) submitted to UCF with the offer 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 an offer will not affect this provision.

2.12 Economy of Presentation

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

2.13 Restricted Discussions/Submissions

From the date of issuance of the ITN until UCF announces its intent to negotiate, the Respondent shall not discuss the offer 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 Respondent's offer.

2.14 Verbal Instructions Procedure

No negotiations, decisions, or actions shall be initiated or executed by the Respondent 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 ITN 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 Respondent that are signed in writing and delivered on a timely basis, i.e., not later than 5:00 pm. on February 19, 2015, will be recognized by UCF as duly authorized expressions on behalf of the Respondent.

2.15 State Licensing Requirements

All corporations seeking to do business with the State of Florida shall, at the time of submitting an offer in response to this ITN, 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 offer or within twenty-four hours of request. The successful Respondent, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this ITN, if any. Similarly partnerships seeking to do business with the State shall, at the time of submitting such an offer, have complied with the applicable provisions of Chapter 620, Florida Statutes. A statement shall be required indicating that the Respondent 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 Respondent shall contact the Florida Secretary of State's Office at (904) 488-9000.

2.16 Parking

Respondent/Vendor(s) shall ensure that all vehicles parked on campus for purposes relating to work resulting from an agreement shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with University's Parking Services Department, and parking permits must be purchased by the Respondent/Vendor. Respondent'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 Respondent/Vendor or Respondent's/Vendor's employees. For additional parking information or information regarding parking fees/rates, contact University's Parking Services Department at (407) 823-5812 or online at <http://parking.ucf.edu>.

2.17 Definitions

UCF'S Contract Administrator - The University's designated liaison with the Respondent. In this matter UCF's Contract Administrator will be **Brian Sargent**.

Respondent/Offerer/Vendor/Contractor - Anyone who submits a timely offer in response to this ITN.

Successful Respondent/Contractor - The firm or individual who is the recommended recipient of the award of a contract under this ITN (also synonymous with "Payee", "Offerer", 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 ITN and the Vendor's

offer.

Project Manager - After contract award a liaison from the user department will oversee the Contractor's performance and report as needed to the contract administrator. The Project Manager is the **Saul Santiago, Sustainability and Energy Management**.

2.18 Procurement Rules

- A. UCF has established for purposes of this ITN that the words "shall", "must", or "will" are equivalent in this ITN 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 offer.
- B. The words "should" or "may" are equivalent in this ITN 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 offer, but may result in the offer being considered as not in the best interest of UCF. UCF will, at UCF's sole discretion, determine whether an offer is considered as not in the best interest of UCF and may or may not reject the offer, all at UCF's sole discretion.
- C. The Respondent must comply with the instructions cited in Section 2.3. Also, the Respondent must initial the designated sections set forth on Appendix II, indicating that the Respondent 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 Respondent shall constitute grounds for rejection of the offer by UCF and shall give UCF the right to reject the offer, at UCF's sole discretion.
- D. The Respondent is solely responsible for the accuracy and completeness of its offer. The Respondent's errors or omissions, if any, are solely at the risk of the Respondent and may be grounds for rejection of the offer and shall give UCF the right to reject the offer, at UCF's sole discretion.

2.19 Force Majeure

No default, delay or failure to perform on the part of UCF or the Respondent 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 Respondent's reasonable control, any date or times by which UCF or the Respondent 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 Respondent.

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 offer by Respondent to limit the Respondent's liabilities to the State or to limit the State's remedies against the Respondent is unacceptable and will result in the REJECTION of the Respondent's offer.

- 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 ITN 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. Respondent(s)/Vendor(s)/Payee(s)/Offerer(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 Respondent(s)/Vendor(s)/Payee(s)/Offerer(s), its employees, its agents or of others under Respondent's/Vendor's/Payee's/Offerer's control and supervision. If any part of a delivery to the University pursuant to a contract resulting from this ITN is protected by any patent, copyright, trademark, other intellectual property right or other right, Respondent/Vendor/Payee/Offerer 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, Respondent/Vendor/Payee/Offerer will have and maintain types and amounts of insurance that at a minimum cover the Respondent's/Vendor's/Payee's/Offerer's (or subcontractor's) exposure in performing a contract resulting from this ITN. For all purchases that exceed \$10,000 (i.e. \$10,000.01 and up) and/or all purchases that require a UCF Safe Form, Respondent/Vendor/Payee/Offerer will have and maintain general liability insurance of one (1) million dollars and Respondent/Vendor/Payee/Offerer 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 Respondent/Vendor/Payee/Offerer in writing in those particular circumstances. Unless UCF notifies a Respondent/Vendor/Payee/Offerer in writing that UCF is willing to deviate from the insurance requirements noted above, all of the above insurance requirements shall apply to the Respondent/Vendor/Payee/Offerer. 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.

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

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

2.21 Term of Contract

The contract resulting from this ITN, if any, shall commence on approximately April 1, 2015 and shall end on March 31, 2018. The University may renew/extend a resultant contract, as mutually agreed to by both parties for 7, 1-yr renewal terms. Should the anniversary date pass without contract renewal, it is the intent that the contract will continue on a month-to-month basis until a new contract is in place. No renewal period will exceed the initial term nor will cumulative renewals exceed 10 years.

2.22 Termination of Contract

UCF may terminate a contract resulting from this ITN 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 ITN, if any, nor any duties or obligations under such contract shall be assignable by the Respondent without the prior written consent of UCF. Any contract resulting from this ITN may be amended only in writing signed by the Respondent and UCF with the same degree of formality evidenced in the contract resulting from this ITN.

2.24 Independent Parties

Except as expressly provided otherwise in the contract resulting from this ITN, if any, UCF and the Respondent 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 Respondent to perform under this ITN. UCF reserves the right to REJECT any offer if the Respondent fails to satisfy UCF that it is properly qualified to carry out the obligations under this ITN.

2.26 Records

The Respondent/Vendor/Payee/Offerer agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities pursuant to a contract resulting from this ITN. 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 ITN may be canceled unilaterally by the University for refusal by the Respondent/Vendor/Payee/Offerer 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 Respondent/Vendor/Payee/Offerer in conjunction with a resultant contract.

2.28 Public Record, Contract For Services

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If Payee does not comply with a public records request, University shall enforce the contract provisions in accordance with the contract.

2.29 Severability

If any provision of the contract resulting from this ITN, 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.

2.30 Notices

All notices and all other matters pertaining to the contract resulting from this ITN, 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 ITN.

2.31 Governing Law and Venue

This ITN 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 Respondent hereby agree that this ITN 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.

2.32 Liaison

UCF's liaison with the successful Respondent, if any, shall be **Saul Santiago, Sustainability and Energy Management**.

2.33 Subcontracts

The Respondent is fully responsible for all work performed under the contract resulting from this ITN, if any. The Respondent 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 Respondent's response to this ITN. No subcontract shall be implemented or effective until approved in writing by UCF. No subcontract(s), which the Respondent enters into under the contract resulting from this ITN, if any, shall in any way relieve the Respondent of any responsibility for performance of its duties under such contract. Respondent 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 Respondent.

2.34 Employment of UCF Personnel

The Respondent 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 ITN 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.

2.35 Conflicts of Interest

Acceptance of a contract resulting from this ITN 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 ITN.

2.36 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. Respondent 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 ITN, if any, regardless of value.
- B. The Respondent, if any, awarded a contract under this ITN shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.
- C. If the Respondent anticipates receiving \$10,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, Respondent must complete a Certificate of Non-Segregated Facilities form and attach the form to the offer. A sample certificate is attached as **APPENDIX III**.
- D. If the Respondent anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must complete and file prior to March 1 of each year a standard form 100 (EEO-1).
- E. If the Respondent anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must maintain a written program for affirmative action compliance that is accessible for review upon request by UCF.
- F. Respondents shall identify their company's government classification at time of offer submittal (See UCF Form ITN/CS: ITN acknowledgement cover page). Respondent's identity will not foster special consideration during this ITN process; this is only for informational purposes for reporting.

2.37 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 ITN, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of such a contract, but each and every term of such a contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in such a contract are cumulative and not exclusive of the remedies provided by law or in equity.

2.38 Headings Not Controlling

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

2.39 Employee Involvement/Covenant Against Contingent Fees

In accordance with Section 112.3185, Florida Statutes, the Respondent hereby certifies that, to the best of its knowledge and belief, no individual employed by the Respondent or subcontracted by the Respondent 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 ITN or goods or services thereunder. Violation of this section by Respondent shall be grounds for cancellation of such contract. The Respondent also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this ITN 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 Respondent'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 Respondent for the

purpose of securing business for Respondent. In the event of the Respondent's breach or violation of this warranty, UCF shall, subject to Respondent's rights under Chapter 120, Florida Statutes, have the right, at its option, to annul any contract resulting from this ITN 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.

2.40 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 ITN by the University.

2.41 Site Rules and Regulations

Respondent 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. Any and all visits to UCF facilities to include the Utility Plants, TES Pump pad and CHP must be coordinated through UCF CWP Superintendent, Saul Santiago.

2.42 Travel Expense

Respondent shall not under this ITN 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, Respondent 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 Respondent.

2.43 Annual Appropriations

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

2.44 Taxes

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

2.45 Contractual Precedence

The contract that results from this ITN, 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 Invitation To Negotiate ("ITN") including all the University's ITN specifications, and the Payee's ITN 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 ITN and ITN specifications;
- C. Respondent's ITN response; and
- D. Any other attached documents signed by the University's official signatory at the time the Agreement/Contract is executed.

2.46 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 offer and subsequent contract award.

2.47 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 an offer on a contract to provide any goods or services to a public entity, may not submit an offer on a contract with a public entity for the construction or repair of a public building or public work, may not submit offers 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 offer limit for that public entity, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

2.48 Work For Hire

Any work specifically created for the University under a contract resulting from this ITN 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.

2.49 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 ITN. 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 ITN 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 ITN. 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.

2.50 Nonnegotiable Conditions and Requirements

The University seeks to award a contract from this ITN 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 ITN shall not be granted to any Respondent. The non-negotiable terms and conditions are listed on Appendix II of this document, and

identified with ****non-negotiable****. Respondents that disagree with any of those “non-negotiable” terms and conditions should forego submitting an offer because said offer shall be rejected as nonresponsive to this ITN. Failure to submit Appendix II with the offer constitutes grounds for rejection of the offer and UCF shall have the right to reject said offer, at UCF’s sole discretion.

2.51 Additional Quantities

The University reserves the right to increase or decrease total quantities as necessary. The University may place additional orders for the same commodities/services solicited under this ITN within 180 days after expiration of the contract resulting from this ITN. Total additional quantities, if any, are unknown.

3.0 REQUIRED OFFER FORMAT

3.1 Introduction

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

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

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

3.2 Respondent/Offer Submittal Sections

Your offer should be organized into the following major sections.

- A. EXPERIENCE WITH SIMILAR SIZED CHILLED WATER DISTRICTS WITH TES TANKS.
1. Provide an overview and history of your company, and experience in providing chilled water treatment services similar in scope to those requested in section 1.1. of this ITN.
 2. Provide a list of current or very recent similar-type client accounts, if any, which are located in similar climate or in Florida. Client account information should include contact name, address, phone number, email address, length of service. Explain the methodology utilized at those locations.
 3. Provide a list of client accounts lost through early termination or non-renewal over the past five (5) years. Include contact name and phone number, length of service at each account, and reason for loss.
 4. Provide a chart of the company’s organization and a description of its corporate structure. Also provide the company’s chain of ownership up its ultimate parent corporation, and all subsidiaries.
 5. Provide the number of years’ experience in providing services as described in section 1.1 above.

- B. PROJECT STAFF QUALIFICATION & EXPERIENCE WITH CHLORINE DIOXIDE GENERATION.**
1. Submit individual's names, degrees, certifications and years of experience administering Chlorine Dioxide systems.
 2. Include the names and resumes of the individual service representative and primary backup who will personally service the site, plus the name and background of their immediate supervisor. Be sure to list their home addresses and distances to this facility. The proposed service representative shall have a minimum of five years of experience as a water treatment service technician with your company and have enough experience to direct the program without further supervision.
 3. For each "local representative" please provide three local references with systems of similar sizes and complexities relative to the site. UCF and/or their agents reserve the right to contact or visit the references listed and disqualify vendors not performing satisfactory service. Include contact name, title, mailing and e-mail addresses, and telephone numbers. In the event of a change in representatives, UCF reserves the right to require an alternative representative should they deem the representative unsatisfactory for any reason.
 4. Clearly identify the skill sets your staff is capable of providing, and clearly indicate if your proposal includes the use of any subcontractors or sub-consultants.
- C. OVERALL RESPONSIVENESS OF PROPSOAL TO SATISFY SCOPE/PROJECT APPROACH.**
1. Demonstrate an understanding of the services the university requires under this contract. Respondent is to illustrate how they would comply with the different requirements and how they would implement said processes without affecting Chilled Waters Productions ability to meet the campus heat load needs. Explain what approach you to take to ensure your process will be transparent to the campus needs. Detail time requirements and all material/equipment necessary to accomplish this task. Give detailed timeline for proposed implementation. Document if and why your company can not/will not meet any portions of this ITN.
 2. Explain the methodology the proposer will employ to fulfill the requirements discussed in section 4 & section 5.
- D. OVERALL PRICING.**
1. Overall value to the University as indicated on the bid summary sheet in section 6.0
 2. The proposal should list any other categories of ancillary expenses that may be billed. Note: The University will not reimburse travel, meals or lodging expenses.
 3. The proposal should itemize labor, materials/chemical cost, and cost of leasing equipment.
 4. UCF prefers equipment that is not proprietary. Any proprietary equipment should be listed as such.
- E. CONFORMANCE TO ITN's PREFERRED CONDITIONS AND REQUIREMENTS. (Failure to conform to ITN's mandatory conditions and requirements may result in rejection of offer) Section 2.0**

4.0 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 offered agreement should be addressed during the question and answer period sited in

4.1 GENERAL REQUIREMENTS

- A. The vendor agrees to keep a complete water treatment systems manual, defined as composite hard copy document that includes all water treatment system design, PID, single line drawings, record drawings of installation, operation manual, maintenance information, training information and vital treatment records at each site. MSDS are not required in this ITN submittal but will be required after award.
- B. Upon award, vendor is to submit Material Safety Data Sheets (MSDS) and technical guidance with recommended practices for the storage and handling of all chemicals to be supplied. All chemicals and storage containers must be approved by UCF and all storage containers supplied by the vendor.
- C. The successful vendor is to remove all prior treatment companies' chemicals at no cost to UCF.
- D. The successful vendor shall be responsible for removing all non-permanent chemical containers and their own unused chemicals (if so directed) at any time following the end of the contract period. Such requests to remove chemicals and their containers must occur within 30 days following the end of the contract period or any extensions to the contract period. The containers shall remain the property of the vendor. If they are not removed within 30 days following the end of the contract, UCF has the right to dispose of them at no penalty.
- E. All prices shall include delivery to the point of use and freight fees. Keep this in mind when filling out the Pricing Pages. Please be aware that special delivery times may be required to limit student exposure. Normal working hours at UCF are 07:30AM to 3:30PM. Unless otherwise arranged and approved by UCF University Superintendent, Saul Santiago, all deliveries shall occur during the normal work hours.
- F. No drum storage is permitted on site at any time.
- G. The vendor must agree to correct any work deemed deficient by UCF within 24 hours of notification of a deficiency.
- H. The vendor must perform one volume study on each tower and closed loop system. For closed loops, this can be done with treatment chemicals. We suggest that this be done within the first three months for towers and within the first six (6) months for closed loops. The results must be provided in writing to UCF within two (2) weeks of completion.
- I. The successful bidder is responsible for the delivery of products to the point of use and all transfer of chemicals; however, there will be no mixing of chemicals on-site. All formulation blending must be done at the vendor's site.
- J. The vendor is responsible for cleaning all scaled equipment that arises as a direct result of poor implementation of water treatment by the vendor. This must be done at the vendor's expense.
- K. The vendor is to submit a list of tests to be performed during each service visit and a calendar of services to be performed during the year. Vendor shall provide a recommended list of tests to be run by the plant per day and if needed during other shifts.
- L. It is the chemical vendor's responsibility to confirm the annual water usage rates quarterly, as a minimum, by reading the water meters.
- M. For evaporative cooling towers, acceptable performance shall be indicated by corrosion rates no greater than 1 mil/year (MPY) for mild steel and 0.1 MPY for copper, total aerobic bacterial counts no greater than 10,000 cells/ml, and clean heat transfer surfaces with no pitting as determined by UCF or their representative. For closed systems, acceptable performance shall be indicated by corrosion rates no greater than 0.5 MPY for mild steel and 0.1 MPY for copper, total aerobic bacterial counts no greater than 1,000 cells/ml,
- N. The treatment representative is to be familiar with each component of the treatment chemicals to be applied

- O. Biological activity in these systems is the primary cause of system failures and should be monitored carefully. Vendor shall check the open systems for biological activity at least once per operating week. It is also recommended that biological count dip slides be taken 48 hours prior to each service visit so that the treatment supplier can direct any actions to be taken during the service visit, and that biological counts be recorded on each service call report submitted by the treatment supplier.
- P. Conductivity controllers proposed, if necessary, are to have pre-blowdown and lockout capabilities.
- Q. All treated systems are to have corrosion coupon racks provided by the vendor.
- R. All chemicals stored on site, even pails need vendor provided containment if they are used.
- S. Service call reports are to be discussed with plant personnel prior to leaving the building during each service call.
- T. Intermittent halogen feeds to an open recirculating system should be over four hours, reaching 1 PPM as free at the end of the fourth hour.
- U. Provide all chemical feed equipment. UCF wishes to have all new updated equipment as described in the ITN. Please list all equipment that will be provided. All equipment will be installed by the water treatment vendor. UCF will provide power, drain, and all pipe taps. In most cases, all piping and electrical is already present.

4.2 MANDATORY REQUIREMENTS: Respondent must acknowledge agreement to all requirements listed in this section by initialing in Appendix II, section 4.2.

- A. Service must be more than one hour for every \$300.00 of chemicals spent by UCF or more than twice per week.
- B. Guaranteed Services section with exception and additions with 60 day- start up plan. Proposer should describe the intended transition plan. Campus operations cannot be affected while we wait on new equipment, integration etc. Proposer should list in detail how they will still meet the water quality parameters within section 5.0, 5.1, 5.2, monitoring, documentation, and specify the frequency of field
- C. The successful vendor will be available for monthly, quarterly and annual reviews at the discretion of UCF.
- D. Enhanced tube condensers shall be video borescoped to evaluate deposition and cleaning effectiveness a minimum of once per year. The borescope must be outfitted with a perpendicular lens to properly inspect enhancements. This service must be included at no cost to UCF.
- E. Bid summary form is to be used for the price determination of your response. Respondent is to show the unit cost with multipliers, adders and price escalation in your calculation. Failure to provide all components of the final summary in Section 5.0 with supporting calculations, may result in rejection of your proposal
- F. Monitoring sheet programs Section 6.0.

5.0 OPEN TOWER WATER SYSTEM TREATMENT Respondent must acknowledge agreement to all system treatment requirements listed in this section by initialing in Appendix II, section 5.0

- A. Inhibitor Program – Hard Water (PBTC/Polymer/Azole-Based)
 - 1. Provide the minimum/maximum control levels in PPM; active ingredients as fed; and container size, material and type.
 - 2. The formulation must be in proportion to the following, for a feedrate of 100 PPM: greater than 5% of phosphonate as PBTC, greater than 10% of polymer (a minimum of 5% of quad polymer), and greater than 2.5% of TTA or BZT. A more diluted program

can be used; however, it must be quoted at a feedrate to meet or exceed these minimums. Quote the formulation and recommended feedrate to meet these parameters.

B. Dispersant (Liquid, If Needed)

1. You may propose a one-drum treatment approach.
2. Details of the dispersant components are to be included on the dispersant form if separate, or the inhibitor form if a one-drum program.

C. Biocide #1 (Halogen):

Since the properly cycled pH is greater than 8.3, bromine is the preferred biocide. A two-product approach is desired (sodium bromide and sodium hypochlorite). For the purposes of the bid, feed 36 PPM of sodium hypochlorite and 12 PPM of 40% sodium bromide, or equal. Use this dosage once per day for each day of the tower operation. This should provide sufficient material to have a continuous feed to maintain a free residual within the range of 0.2-0.4 PPM.

Weekly biocide shocks should be implemented to minimize the risk of Legionella where the tower system runs the free halogen level above 1 PPM for four hours.

Solid bromine (hydantoin) may not be used. In smaller towers, one-drum liquid bromine can be used.

Please note that you are required to feed sufficient material to meet the biological goals.

1. Provide the minimum/maximum levels in PPM; active ingredients as fed; container size, material, and type; and recommended dosage schedule in days (e.g., Monday and Thursday additions).

D. Biocide #2 (Glutaraldehyde) – Use a 45% product fed at 120 PPM once per month on all towers.

1. Provide the minimum/maximum levels in PPM; active ingredients as fed; container size, material, and type; and recommended dosage schedule.

E. Documentation – Provide a chart listing the control limits for the above, including but not limited to, the following:

1. Measurable treatment levels
2. Product component concentrations developed
3. Raw Water Cycles
4. pH
5. Contingency plans for lay-ups, water loss, and loss of automatic feed control to ensure continued protection of the system.
6. All tests to be performed by your service personnel.

F. Note – We require biological counts no greater than 10,000 cells/ml and corrosion rates no greater than 1 MPY for mild steel and 0.1 MPY for copper. The tower must also be free of algae as determined by UCF or their independent agent.

5.1 CHP HOT LOOP WATER SYSTEM TREATMENT: Respondent must acknowledge agreement to all system treatment requirements listed in this section by initialing in Appendix II, section 5.1

- A. Inhibitor (Nitrite/Azole-Based):
 - 1. Provide the treatment levels for all components; recommended feed points; and container size, material, and type. The product should be free of all glycols.
 - 2. The formulation must be quoted to provide both a minimum of 600 PPM of nitrite as nitrite and a minimum of 5 PPM of TTA or BZT. A more diluted program can be used, but must be quoted at a feedrate to meet or exceed these minimums. The program must also maintain the system pH within the range of 8.0-10.3. Quote the formulation and recommended feedrate to meet these parameters.

- B. Documentation – Provide a chart listing the control limits for the above, including, but not limited to, the following:
 - 1. Measurable treatment levels (e.g. 600-1,000 PPM of nitrite as nitrite, 5-8 PPM of tolytriazole) – Specify treatment level ranges.
 - 2. pH range
 - 3. Conductivity range
 - 4. Contingency plans for lay-ups, water losses, and loss of automatic feed control to ensure continued protection of the system

- C. Note – We require aerobic biological counts no greater than 1,000 cells/ml and corrosion rates no greater than 0.5 MPY for mild steel and 0.1 MPY for copper

5.2 CHILLED WATER LOOP SYSTEM TREATMENT: Respondent must acknowledge agreement to all system treatment requirements listed in this section by initialing in Appendix II, section 5.2

- A. Inhibitor (Silica/Azole-Based):
 - 1. Provide the treatment levels for all components; recommended feed points; and container size, material, and type. The product should be free of all glycols.
 - 2. The formulation must be quoted to provide both a minimum of 50 PPM of silica as silica (over the background) and 10 PPM of TTA or BZT. A more diluted program can be used; however, it must be quoted at a feedrate to meet or exceed these minimums. Quote the formulation and recommended feedrate to meet these parameters.
 - 3. Chemical for pH control must be included in your proposal. This can be automated or shot fed; however, the pH on the system must be maintained within the range of 8.5-10 to maintain the silica from dropping out of disposition

- B. Dispersant (Liquid):
 - 1. You may propose a one-drum treatment approach.
 - 2. The dispersant information must be detailed as with the inhibitor

- C. Biocide
 - 1. The method of feeding chlorine dioxide is preferably through a single precursor electrochemical generator.
 - 2. UCF will consider the use of multiple two precursor generators to reach the same goal. The use of an acid-based method will not be allowed due to safety concerns. The

generator will be provided as part of the RFP package; after three years the generator will be the property of UCF.

3. Note: Please provide pricing for both a Single and/or Two precursor generator, both for purchase and/or lease.

General Specifications for 40-50 Pounds per Day for Chlorine Dioxide Generator:

1. The generator will be rated to produce a minimum of 40 pounds per day of high-purity chlorine dioxide.
2. Provide a detailed summary of how your firm plans to provide chlorine dioxide to the chilled water system during the transition time it takes to permanently install the new Chlorine Dioxide generator.
3. The generator should have a UL-approved NEMA 4 control panel if available.
4. A single precursor generator shall be capable of using an electrochemical-grade 31% sodium chlorite solution, or electrochemical-grade 25% sodium chlorite solution
5. The generator shall be rated to produce up to a minimum of 40 pounds per day of chlorine dioxide.
6. The chlorine dioxide production shall be on-demand. **No** chlorine dioxide solution shall be stored on-site.
7. The generator shall operate at 30A, 1PH, and 220/230 VAC service.
8. Single Precursor generator shall have a Allen Bradley Micrologix PLC and Red Lion color touch screen OIT (suitable substitute may be offered) shall be provided to operate and control automatically, or equal.
9. Remote monitoring/operation: The generator shall have the capability to be remotely monitored/operated via a customer-supplied Cat 5 or CAT 6 LAN line with static IP address, or a vendor-supplied active 3G/4G cellular modem.
10. Remote start and stop: The feed pump shall have the capability to be started and stopped by an external contact.
11. The distribution pump output shall be controllable to maintain process set point via an external 4-20 mA signal.
12. Outputs for alarm and running status via a Form-C dry contact shall be provided.
13. The generator shall have a customer-controlled interlock to shut down the entire system, if necessary.
14. The generator package will come with an air monitor that will alarm if the air quality is above the recommended OSHA levels.
15. The generator package will come with ORP control of the program to maintain the free chlorine dioxide levels within the range of 0.2-0.4 PPM.
16. The system shall be capable of accepting a 4-20 mA signal-to-flow pace, or to meet a demand from ORP or chlorine dioxide analyzer.
17. The generator process cabinet shall be fabricated from a polypropylene sheet on a FRP, plastic, or powder-coated steel frame with NEMA 4 FRP electrical cabinet(s). The unit shall have removable doors with clear plastic windows for ease of inspection, operation, and maintenance.

UCF will provide the following:

1. Rigging to unload the equipment at the jobsite.
2. Electrical junction boxes accessible at or near the generator location
3. Interconnecting piping between the generator and the 2 three-quarter-inch injection feed points, provided on the common header.
4. Water supply.

The supplier is responsible for the following:

1. Freight and shipping to the site.
2. Interconnecting pipe, fittings, and valves between the customer water supply and the generator.
3. Provide the startup of the generator and production of chlorine dioxide.
4. Training of plant personnel on the operation and safety of the generator operation
5. Calibration of the ORP and air-monitoring equipment.
6. Quarterly maintenance program as per the manufactures recommendations.
7. Maintenance and operation of the unit for the first three years.
8. Water pressure regulator (if needed).

UCF recognizes that it could take 10-12 weeks to manufacture, ship, and install the generator. Once the contract is awarded, it is expected that chlorine dioxide be fed to the chilled water system to maintain the appropriate levels as per the RFP ITN within two weeks of the start date. Please include a plan to take over and initiate the feed of chlorine dioxide within two weeks of the start date of the contract. The cost of the temporary program approach is to be included in your total cost for Year 1. UCF will accept all safe methods during this period. The use of non-oxidizing biocides, chlorine, and/or bromine, will not be allowed.

It is the responsibility of the supplier to provide sodium chlorite for the generator in the appropriate container and spill containment or mini bulk double-walled tanks.

For the purpose of the ITN process, assume that the system will require 4,000 pounds of chlorine dioxide annually.

As part of your ITN response, please provide detailed information on the chlorine dioxide generator you plan to provide, including a statement that the supplier is responsible for complete maintenance (including quarterly maintenance by the manufacture, operation of the unit, and management of the dosing of chlorine dioxide to the chilled water system).

Also provide a one page bullet point summary of how your firm plans to provide chlorine dioxide to the chilled water system during the transition time it takes to permanently install an electrochemical generator.

1. Provide the minimum/maximum levels in PPM; active ingredients; container size, material, and type; and recommended dosage schedule for a hydraulically tight our system.

D. Documentation – Provide a chart listing the control limits for the above, including, but not limited to, the following:

1. Measurable treatment levels (e.g., 70-100 PPM of silica, 5-10 PPM of azole) – Specify treatment level ranges for cold and hot systems.
2. pH range of 8.5 to 10
3. Conductivity <4,000
4. Contingency plans for lay-ups, water loss, and loss of automatic feed control to ensure continued protection of the system

E. Performance Standards with a monthly summary demonstrating compliance:

Cooling Towers:

- Corrosion Rates <1.0 MPY Mild Steel
<0.1 MPY Copper
- Phosphonate Level/Traced >90% Compliance
- TDS – Cycles of Concentration >90% Compliance
- Aerobic Biological Counts <10,000 cells/ml

Note: Acids will be allowed.

Chilled Water Systems:

- Corrosion Rates <0.5 MPY Mild Steel
<0.1 MPY Copper
- Silica Levels >95% Compliance
- Azole Levels >95% Compliance
- Biological Levels – Bulk Water <1,000 cells/ml
- Water Usage per Month

6.0 BID SUMMARY SHEETS

The following section will be used in evaluating the responder’s cost implications of the comprehensive program. The cost is to be clearly defined with all assumptions, material, labor, units of measure disclosed, price per unit as well as all applicable adder’s and escalator multipliers stated within the calculation. Price is to be on an annual basis.

- A. OPEN TOWER WATER SYSTEMS – assume the following values.
1. Make up water per year (gallons): 125,000,000
 2. Cycles of concentration: 3.0
 3. System Volume in gallons: 76,500 gallons
 4. Unit Cost = Cost/Gallon of make up:

CALCULATION:

Total Annual Cost of Open Loop System: \$ _____

Cost for Additional Coupon Racks: \$ _____

- B. CHP HOOT LOOP WATER SYSTEM - assume the following values
1. Total system volume (gallons): 1200
 2. Average make up per year: 100%

CALCULATION:

Total Annual Cost of Hot Water System: \$ _____

Cost for Additional Coupon Racks: \$ _____

C. CHILLED WATER LOOP SYSTEM – assume the following values

1. Make up system volume (gallons): 3,378,000
2. Average make up per year (gallons): 666,000

CALCULATION:

Total Annual Chilled Water System Cost: \$ _____

Cost for Additional Coupon Racks: \$ _____

6.1 BID SUMMARY

Open Tower Loop System: \$ _____

Hot Water Loop System: \$ _____

Chilled Water Loop System: \$ _____

Total price for all chemicals: \$ _____

Total annual water treatment program including all labor and material: \$ _____

7.0 REQUIRED PROGRAMS

OPEN TOWER WATER PROGRAMS

Monitoring Tests – Use generic tests only.

Options	Program 1	REQUIRED
Test For	PBTC	REQUIRED
Method	UV Digestion Method	REQUIRED
Control Range	3-5 PPM	REQUIRED
Test Frequency	Weekly	REQUIRED
Test For	Azole	REQUIRED
Method	UV Digestion Method	REQUIRED
Control Range	0.5-1.0 PPM as Free (Azole-2xCu)	REQUIRED

Test Frequency	Weekly	REQUIRED
Test For	Bacteria Counts	REQUIRED
Method	Dip Slide or Plate Counts	REQUIRED
Control Range	<10,000 Cells/mL	REQUIRED
Test Frequency	Weekly	REQUIRED
Test For	Iron, Copper	REQUIRED
Method	Hach Method	REQUIRED
Control Range		REQUIRED
Test Frequency	Weekly	REQUIRED
Test For	Azole, Free Halogen	REQUIRED
Method	Hach Method	REQUIRED
Control Range		REQUIRED
Test Frequency	Weekly	REQUIRED
Test For	pH, Conductivity, Hardness, Alkalinity	REQUIRED
Method	-	-
Control Range	-	-
Test Frequency	Weekly	REQUIRED

CHP / HOT LOOP WATER PROGRAMS

Monitoring Tests - Use generic tests only.

Options	Program 1	REQUIRED
Test For	Silica	REQUIRED
Method	Hach Method	REQUIRED
Control Range	>50 PPM	REQUIRED
Test Frequency	Weekly	REQUIRED
Test For	Azole	REQUIRED
Method	UV Digestion Method	REQUIRED
Control Range	0.5-1.0 PPM as Free (Azole-2xCu)	REQUIRED
Test Frequency	Weekly	REQUIRED
Test For	Bacteria Counts	REQUIRED
Method	Dip Slide or Plate Counts	REQUIRED
Control Range	<1,000 Cells/mL	REQUIRED
Test Frequency	Weekly	REQUIRED
Test For	Iron, Copper	REQUIRED
Method	Hach Method	REQUIRED
Control Range		REQUIRED
Test Frequency	Weekly	REQUIRED

Test For	Azole, Free Halogen	REQUIRED
Method	Hach Method	REQUIRED
Control Range		REQUIRED
Test Frequency	Weekly	REQUIRED
Test For	pH, Conductivity, Turbidity	REQUIRED
Method	-	-
Control Range	-	-
Test Frequency	Weekly	REQUIRED

CITY WATER TESTS

Monitoring Tests - Use generic tests only.

Options	Program 1	REQUIRED
Test For	Iron	REQUIRED
Method	Hach Method	REQUIRED
Control Range	<0.5 PPM	REQUIRED
Test Frequency	Weekly	REQUIRED
Test For	Copper	REQUIRED
Method	Hach Method	REQUIRED
Control Range	<0.2 PPM	REQUIRED
Test Frequency	Weekly	REQUIRED
Test For	pH, Conductivity, Hardness, Alkalinity	REQUIRED
Method	-	-
Control Range	Record	-
Test Frequency	Weekly	REQUIRED

EVALUATION SCORING SHEET

NAME OF RESPONDENT COMPANY _____

INSTRUCTIONS TO EVALUATION COMMITTEE MEMBER:

1. Evaluate each offer on a separate form.
2. Work independently and do not discuss the Offers or your evaluation with anyone.
3. When the forms are completed, sign, date and deliver them in a **sealed envelope** to the **Purchasing Representative named in section 2.1.**

Evaluation Criteria	Max Points
1. EXPERIENCE AND QUALIFICATION OF THE PROPOSER	15
2. PROJECT STAFF QUALIFICATIONS & EXPERIENCE	15
3. OVERALL RESPONSIVENESS OF PROPOSAL TO SATISFY SCOPE/ PROJECT APPROACH	30
4. OVERALL PRICING	20
5. CONFORMANCE TO ITN'S PREFERRED CONDITIONS AND REQUIREMENTS (FAILURE TO CONFORM TO ITN'S MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL) Section 2.0	10
Evaluation of Responses Point Total	90

EVALUATOR'S NAME _____

EVALUATOR'S SIGNATURE _____

DATE _____

**APPENDIX II
SUPPLEMENTAL OFFER 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 offer could result in rejection of your offer, at UCF's sole discretion. Respondents 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 ITN. Respondents disagreeing with any term or condition of this ITN shall act to resolve the difference prior to the deadline for inquires, as noted in this ITN. A Respondent's disagreement with any non-negotiable section of this ITN 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 offer and the University shall have the right, at its sole discretion, to award the contract to the next favorable respondent.

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT 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>RESPONDENT 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>RESPONDENT 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**	_____	_____	_____
2.50	_____	_____	_____
4.2 **Non-negotiable**	_____	_____	_____
5.0 **Non-negotiable**	_____	_____	_____
5.1 **Non-negotiable**	_____	_____	_____
5.2 **Non-negotiable**	_____	_____	_____

RESPONDENT 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 offered subcontractors for specific time periods) we will obtain identical certifications from offered 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 offered subcontractors (except where the offered 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.

RESPONDENT 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 an offer under this solicitation in is compliance with all applicable laws to conduct business in the State of Florida, is in good standings and will provide a certificate of good standings from the State of residence prior to initiating any performance under any contract resulting from this solicitation.

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____