

<p>SUBMIT BID TO: PURCHASING DEPARTMENT UNIVERSITY OF CENTRAL FLORIDA https://ucfpurchasing.bonfirehub.com/opportunities/1616</p>		<p>University of Central Florida INVITATION TO BID Contractual Services Acknowledgment Form</p>	
Page 1 of 34 Pages		BIDS WILL BE OPENED: September 14, 2016 @ 2:00 PM EST and may not be withdrawn within 120 days after such date and time.	
UNIVERSITY MAILING DATE: August 16, 2016		ITB TITLE: Housekeeping Operations: Center for Emerging Media and Executive Development Center	
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER			
VENDOR NAME		REASON FOR NO BID:	
VENDOR MAILING ADDRESS			
CITY - STATE - ZIP CODE			
AREA CODE		TELEPHONE NO.	
		TOLL FREE NO.	
		FAX NO.	
<p><u>Government Classifications</u> <u>Check all applicable</u></p>		<p>POSTING OF BID TABULATIONS</p> <p>Bid tabulations with intended award(s) will be posted for review by interested parties at the Purchasing Department and our solicitation web page and will remain posted for a period of 72 hours. "Failure to file a protest in accordance with BOG regulation 18.002, or failure to post the bond or other security as required in BOG regulation 18.003, shall constitute a waiver of protest proceedings."</p> <p><i>I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid 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 bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid to an agency for the State of Florida, the bidder offers and agrees that if bid is accepted, the bidder 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 bidder.</i></p>	
<input type="checkbox"/> African American			
<input type="checkbox"/> Asian-Hawaiian			
<input type="checkbox"/> Hispanic			
<input type="checkbox"/> Native American			
<input type="checkbox"/> Non-Profit Organization			
<input type="checkbox"/> Small Business Federal			
<input type="checkbox"/> American Women			
<input type="checkbox"/> Government Agency			
<input type="checkbox"/> MBE Federal			
<input type="checkbox"/> Non-Minority			
<input type="checkbox"/> Pride			
<input type="checkbox"/> Small Business State			

GENERAL CONDITIONS

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) The face of the envelope should contain, in addition to the above address, the date, and time of the bid opening and the bid number. Bid prices not submitted on attached bid price sheets when required may be rejected. All bids are subject to the terms and conditions specified herein. Those which do not comply with these terms and conditions are subject to rejection. The terms Contractor, Payee and Vendor are used interchangeably in this document.

1. EXECUTION OF BIDS: Each bid must contain a manual signature of the representative authorized to legally bind the Vendor to the provisions herein. All spaces requesting information from the Vendor are to be completed. Each bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the bidder are to be initialed.

2. NO BID SUBMITTED: If not submitting a bid, respond by returning only this bidder acknowledgment form, marking it "NO BID," and explain the reason in the space provided above. Failure to respond without justification may be cause for removal of the bidder's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID," and it must be received no later than the stated bid opening date and hour.

AUTHORIZED SIGNATURE

AUTHORIZED NAME (TYPED/PRINTED)

TITLE

CONTACT NUMBER

3. BID OPENING: The bid opening shall be public, on the date, location and the time specified on the bid form. It is the bidder's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after opening of the bids unless allowed by the Director of Purchasing in accordance with established procedures.

NOTE: Bid tabulations will be posted in the Purchasing Department and our solicitation webpage.

4. PRICES, TERMS AND PAYMENT: Firm prices should be bid and include all services/commodities rendered to the purchaser.

(a) TAXES: The State of Florida is a tax-immune sovereign and exempt from the payment of all sales, use and excise taxes.

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

(c) MISTAKES: Bidders are expected to examine the conditions, scope of work, bid prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the bidder's risk. In case of a mistake in extensions the unit price will govern.

(d) 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 Department 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) 823-1040 or by mail at the address in paragraph 4.(d) above.

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

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

5. CONFLICT OF INTEREST: Submission of this Invitation to Bid (ITB) shall certify that the Bidder 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. The Bidder 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 the Bidder shall be grounds for rejection of the bid or the cancellation of any contract or purchase order resulting from this ITB, without penalty to the University of Central Florida. No person or firm who receives a contract to perform a feasibility study for potential implementation of a subsequent contract, participates in the drafting of a competitive solicitation, assist in design or develops a program for future implementation shall be eligible to contract with the University of Central Florida for any project dealing with that specific subject matter. Bidders must disclose with their bids any such conflict of interest dealing with that specific subject matter in accordance with chapter 255,FS.

6. AWARDS: At the sole discretion of the University of Central Florida, the right is reserved to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. Product substitutions may be submitted for evaluation of equivalency unless specifically indicated otherwise. Bidders shall have burden of proof of equivalency.

7. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality of the services offered on this bid performance of the items offered on this bid prior to their completion, it shall be the responsibility of the successful bidder to notify the purchaser at once, indicating in writing the specific regulation which requires an alteration. The University of Central Florida reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the University.

8. LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county and local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the University of Central Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise: and lack of knowledge by any bidders shall not constitute a cognizable defense against the legal effect thereof.

9. ADVERTISING: In submitting a bid, the Bidder agrees not to use the results therefrom as a part of any commercial advertising. Bidder may not use the names, logos, or trademarks of the University, its employees, or affiliates without the prior written consent of the University.

10. ASSIGNMENT: Any contract or purchase order issued pursuant to this Invitation to Bid and the monies which may become due thereunder are not assignable, except with the prior written approval of the University of Central Florida. Under no circumstances shall the Bidder assign to a third party any right or obligation of the Bidder pursuant to any contract or purchase order resulting from this Invitation to Bid, without prior written consent of the University. If the Bidder is, or during the term of this Invitation to Bid or during the term of any contract or purchase order resulting from this ITB becomes an individual on the payroll of the State of Florida, the Bidder represents that he or she has complied with all applicable provisions of the Florida Statutes and Florida Administrative Code regarding outside or dual employment and compensation.

11. FACILITIES: The University reserves the right to inspect the Bidder's facilities at any time with prior notice.

12. PUBLIC RECORDS: Any contract or purchase order issued pursuant to this Invitation to Bid may be canceled unilaterally by the University for refusal by the Bidder 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 Bidder in conjunction herewith or any contract or purchase order issued pursuant to this Invitation to Bid.

13. RECORDS: The Bidder 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 or purchase order issued pursuant to this Invitation to Bid. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under a contract or purchase order issued pursuant to this Invitation to Bid.. University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of a contract or purchase order issued pursuant to this Invitation to Bid, upon reasonable notice to the Bidder.

14. Method of Ordering: Orders shall be processed only upon receipt of an authorized purchase order issued by University of Central Florida or University of Central Florida Visa Purchasing Card (if applicable). All orders shall be initiated on an as-needed basis throughout the term of the contract. Orders shall be promptly filled and delivered. Any item or items received that do not meet specifications or duplicate shipments received will be returned at vendor's expense.

Note: Any and all special conditions and specifications attached hereto which vary from these general conditions shall have precedence.

Definitions:

Addendum – Written or graphic instruments issued prior to the date for opening of bids, which modify or interpret the solicitation documents by additions, deletions, corrections or clarifications.

Extension- A one-time (not to exceed 12 months) increase in the time allowed for the contract period in lieu of or after all renewals are exhausted.

FOB Destination - Free on board at destination; title changes hands from vendor to purchaser at the destination of the shipment; vendor owns goods in transit and files any claims. Payment of freight charges is determined by contract terms.

Invitation to Bid (ITB) – A written solicitation for competitive bids, advertised to the general public with a defined opening date. Specifications are clearly defined to the point that any interested company will be able to submit a bid for the exact item/service needed. This solicitation is generally required for acquisitions exceeding the established bid limit. Award is based on lowest priced bid.

May, Should – Indicates something that is not mandatory, but permissible, recommended, or desirable.

Minor Irregularities – Irregularities that have no adverse effect on UCF's interest will not affect the amount of the ITB and will not give a Respondent an advantage or benefit not enjoyed by another Respondent.

Must, Shall, Will – The words “shall,” “must,” or “will” are equivalent and indicate mandatory requirements or conditions.

Purchase Order/Contract – The Purchase Order (PO) or other form or format, provided to the awarded Respondent(s), UCF uses to make a purchase under the contract term, which includes a formal written PO, electronic PO, Procurement Card (P-card), or any other means authorized by Procurement Services and which incorporates the requirements and conditions listed in the Bid.

Renewal- Contracting with the same contractor for an additional period of time after the initial contract term, provided the original terms of the agreement specify an option to renew or the renewal is determined by UCF General Counsel to be in the best interest of the university.

Respondent – For the purpose of this solicitation, any person, respondent, corporation or agency submitting a response to the Invitation to Bid or their duly authorized representative. The word Respondent, Payee, Vendor, Contractor, and Offeror may be used interchangeably within the Invitation to Bid.

Response – The entirety of the Respondent's submitted bid response to the ITB, including any and all supplemental information submitted.

Responsible Respondent – Bidder who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Responsive Respondent – Bidder who has submitted a bid that conforms in all material respects to the solicitation.

Sole Point of Contact - The Purchasing Representative or designee to whom Respondents shall address any questions regarding the solicitation or award process. The sole point of contact shall be the arbitrator of any dispute concerning performance of the Contract.

Successful Respondent - The firms or individual who is the recommended recipient of the award of a contract under this ITB (also synonymous with “Payee”, “Offerer,” “Contractor” and “Vendor”). If a Respondent is a manufacturer, its certified dealers and resellers may also furnish products under the Contract; in choosing to do so, the dealers and resellers agree to honor the Contract and the term “contractor” shall be deemed to refer to them. Unless awarded the Contract as a direct Respondent, however, dealers and resellers are not parties to the Contract, and the Respondent that certifies them shall be responsible for their actions and omissions.

University – University of Central Florida

Introduction

The objective of this Invitation to Bid (ITB) is to select a vendor to provide all custodial services for the Center for Emerging Media (CEM) campus, located at 500 West Livingston St. Orlando, FL 32801 and the Executive Development Center (EDC) located at 36 West Pine Street, Orlando, FL 32801-2612. The selected vendor will sign a full-coverage service contract, to include, but not limited to, providing all labor, cleaning materials, and equipment. The awardee of any resultant contract will be required to provide full scale service within industry standards for performing this type service. The contract term is one year.

The CEM and EDC campuses are located approximately 16 miles from the main Orlando campus. The CEM campus comprises one building which started life as the Orlando Expo Centre. The Center for Emerging Media houses eight separate departments: CityLab Orlando, Create, FIEA, Flying Horse Editions, Gallery 500, Studio 500, UCF School of Visual Arts & Design and Creative Village Orlando. With its rapid growth and popularity, the Center for Emerging Media is poised to serve as the educational centerpiece of Orlando's new Creative Village, which will build upon the success of Orlando's digital media industry by transforming the original Amway Arena site (now leveled) into a 68-acre mixed-use, transit oriented, urban infill neighborhood in the heart of downtown Orlando. The EDC offers leading executive education to Central Florida professionals through its various Executive & Professional Master's Degrees and Executive Education Programs. The EDC was established in 1992 and is an auxiliary unit of the UCF College of Business Administration. The facility (one building) offers a wide variety of meeting rooms and executive two tiered classrooms as well as office spaces. The EDC is in close proximity (1.07 miles) to the CEM campus.

The selected vendor will demonstrate that it has the background and experience to provide high-end level custodial services to these facilities. Please reference, Page 5, Clause 4 "Qualification of Bidders" and the Scope of Work starting on page 20.

Vendor must be aware that this facility is a high level-traffic educational facility, with intensive custodial service needs.

Mandatory Pre-Bid Conference and Site Visit: A pre-bid conference and site tour will be conducted on **Friday, August 26, 2016 @ 10:00 AM EST** at the CEM, at 500 West Livingston St., Orlando, FL 32801. The site tour for the EDC will immediately follow. The EDC is located on 36 West Pine Street, Orlando, FL 32801. The purpose of this conference is to hear any and all questions arising from this Invitation to Bid. There will be only one site visit scheduled. Answers to any questions that might arise will be answered in the form of an addendum to the Invitation to Bid.

1. POSTING OF BID TABULATIONS:
 - A. Bids will be opened at the Purchasing Department at the assigned date and time identified in this ITB.
 - B. Bid tabulations will be posted at such time as the Purchasing Department provides notice of intended decision or until 30 days after a public opening of the bids, whichever is earlier.
 - C. Notice of a decision or intended decision of award will be electronically posted for a period of 72 hours.
 - D. Failure to file a protest in accordance with BOG regulation 18.002, or failure to post the bond or other security as required in BOG regulation 18.003, shall constitute a waiver of protest proceedings.
2. BID OPENING: Bids will be received and opened **September 14, 2016 at 2:00 pm** via UCF's Bonfire Web Portal. For additional information, please see Appendix I. Telephone, including facsimile and electronic mail, and telegraphic negotiations and/or amendments to offers shall not be accepted at any time. Purchasing will not extend the bid opening to accommodate vendors that did not discover the ITB early enough to place a bid. BID DOCUMENTS CAN BE OBTAINED AT <http://www.purchasing.ucf.edu/bids/index.asp>
3. ADDITIONAL INFORMATION & QUESTIONS: We encourage questions or comments which might aid in the improvement of our existing specifications. The university will not give verbal answers to inquiries regarding the specifications, or verbal instructions prior to or after award of the bid. A verbal statement regarding same by any

person is non-binding. The university is not liable for any increased cost resulting from the bidder accepting verbal direction. All changes, if necessary, are made by written addendum to the bid.

Any explanation desired by vendors is to be requested of the University of Central Florida Purchasing Department in writing by **August 31, 2016** at **5:00 pm**. Inquiries are to be legible and concise and clearly identify the bidder who is submitting the inquiry. If an explanation is necessary, a reply shall be made in the form of a written addendum. Specifications, terms and conditions may not be changed except by formal written addendum, issued by UCF. Direct all inquiries/questions, preferably via email to:

Nellie Nido
University of Central Florida
Purchasing Department
12479 Research Parkway, Bldg. 600
Orlando, Florida 32826
Ph. 407-823-2661
Fax 407-823-5551
nellie.nido@ucf.edu

4. **QUALIFICATIONS OF BIDDERS:** This bid will be awarded only to a responsible bidder, qualified by experience and in a financial position to provide the items specified. In order to facilitate the prompt award of this bid, the bidder shall submit with the bid the following information below. Failure to submit any of the following may result in rejection of your bid. UCF reserves the right to request this information at any time before award:

A. Submit documentation showing at least three (3) projects of similar size and scope satisfactorily completed within the last seven (7) years. Referenced projects must show relevant experience providing five star hotel type service, or high end O&M similar services. Service level requirements are listed on Appendix B. Include a description of services provided including dates of contracts, contract amounts, total square footage of facilities, names, email addresses and phone numbers for owners representatives.

B. Provide the following information about your company:

1. Name, address, website, and phone number of company headquarters
2. Age of company, year of incorporation, number of employees, and revenues related specifically to the delivery of O&M services
3. An organizational chart detailing supervision and staff that is being proposed to cover this scope of work

C. Provide a list of employees that may be assigned to perform services under this contract including their names, and any additional certifications that qualify them to perform the work required.

5. **DELIVERY:** Specify delivery date after receipt of order in terms of days or weeks on bid sheet. Failure to do this may be cause for rejection of the bid. Commodities delivery is to be made to UCF's Central Receiving location (UCF, Building 16E, Libra Drive, Orlando, FL 32816). When delivery is specified to a location other than the University's Central Receiving Department, vendor shall direct its carrier to telephone the University's Central Receiving Department before unloading. Delivery of all shipments shall occur between 9:00 a.m. and 4:00 p.m., Mondays through Fridays only, except on State of Florida or U.S. holidays. The University of Central Florida is committed to sustainable practices. Palletized shipments should not exceed 1500 pounds per pallet and when possible, should be shipped on a 40"x48" pallet. Payee shall include a packing list showing contents of shipment (if shipment is made in two or more containers). No boxing, packing, installation, assembly, or similar charges (not included in the item price) will be allowed unless expressly and specifically authorized in writing by the University on the face of any purchase order or contract resulting from this ITB.

FREIGHT TERMS: Unless otherwise specified, all shipments are to be shipped inside delivery, F.O.B. destination, with all transportation charges prepaid and title transferring to the university at time of delivery, (Payee pays and bears all freight related charges, owns goods in transit and files any claims). Bid prices shall include all cartage,

drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in the Invitation to Bid or purchase order and there received by the designated university personnel.

6. **PARKING:** The Payee shall ensure that all vehicles parked on campus for purposes relating to work resulting from this ITB 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 Payee. Payee'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 Payee or Payee's employees. UCF's Parking Services Department can be contacted at (407) 823-5812 for additional information pertaining to parking and parking fees/rates.
7. **EMPLOYMENT OF ALIENS:** The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract by the University without penalty to the University.
8. **AVAILABILITY OF FUNDS:** The obligations of the University under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.
9. **AWARD:** Bid Prices will be accepted and considered by the following methods: (1) The bid price per item, per specified quantity, (2) The total bid price for all items for these specifications in an "ALL OR NONE" Bid. The University reserves the right to award the bid on either of these two (2) bid prices. The University reserves the right (a) to reject any and all bids received by it and (b) to waive minor informalities in any bid.

Bids shall be awarded based on the lowest, responsive, responsible bidder, which meets specifications with consideration being given to the specific quality of the product, conformity to the specifications, suitability to the university's needs, delivery terms, qualifications, and past performance.
10. **ADDITIONAL QUANTITIES:** The University reserves the right to increase or decrease total quantities as necessary. The University can order additional quantities of the same commodities solicited as long as it is within 180 days after expiration of the contract resulting from this ITB. Total additional quantities, if any, are unknown.
11. **CANCELLATION/TERMINATION:** UCF may terminate a contract resulting from this ITB without cause on thirty (30) days' advanced written notice to the vendor. The parties to the contract resulting from this ITB may terminate that contract at any time by mutually consenting in writing. Either party may terminate the contract resulting from this ITB 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 or goods satisfactorily delivered and accepted from the date of commencement until the effective date of cancellation/termination.
12. **TERM OF CONTRACT:** The contract resulting from this ITB, if any, will be for a two (2) year period beginning approximately October 3, 2016 through June 30, 2018 with two additional one year renewal terms between UCF and the selected service/commodity(s) provider having the option to renew contract as mutually agreed to by both parties. Renewals must be mutually agreed to by both parties.
13. **PAYEE INSURANCE.** For all purchases under this ITB of \$10,000 or below, Payee will have and maintain types and amounts of insurance that at a minimum cover the Payee's (or subcontractor's) exposure in performing any contract resulting from this ITB. For all purchases that exceed \$10,000 (i.e. \$10,000.01 and up) and/or all purchases that require a UCF SAFE Form, Payee will have and maintain general liability insurance in an amount of no less than one (1) million dollars per occurrence and Payee shall send a copy of Payee's Certificate of Insurance (prior to commencement of Payee's 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 Payee in writing in those particular circumstances. Unless UCF notifies a Payee in writing that UCF is willing to deviate from the insurance requirements noted above, all of the above insurance requirements shall apply to the Payee. The University and its Board of Trustees shall be listed as an additional insured on any Certificate of Insurance issued and named on the Additional Insured Endorsement. The Certificate Holder is to read the following:

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

INSURANCE, WORKER'S COMPENSATION

The Contractor/Payee/Vendor shall take out and maintain during the life of the contract resulting from this ITB, if any, Worker's Compensation Insurance for all of his/her employees connected with the work of this project and, in case any work is sublet, the Contractor/Payee/Vendor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor/Payee/Vendor. Such insurance shall comply fully with the Florida Worker's Compensation Statutes Chapter 440. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor/Payee/Vendor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the University, for the protection of his/her employees not otherwise protected.

14. **USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES:** At the option of the Contractor/Payee/Vendor, the use of the contract resulting from this ITB, if any, 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 Contractor/Payee/Vendor to use the contract resulting from this ITB, if any, shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

15. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on Florida's convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded, or perform work as a contractor, supplier, subcontractor, or consultant under, a contract with any public entity, and may not transact business with any public entity in excess of the bid limit for that public entity, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
16. **FLORIDA PREFERENCE.** For purchases of tangible personal property, Florida legislature has enacted economic development laws establishing certain conditions and circumstances which, when applicable, require the granting of price preferences to businesses whose principal place of business is the State of Florida. Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to Resident Vendor pricing when considering solicitations from Bidders having a principal place of business outside the State of Florida. All Bidders must complete and submit Attachment 2 with the response to this solicitation. Failure to comply shall be considered non-responsive to the terms of this solicitation. Refer to <http://www.leg.state.fl.us/Statutes/index.cfm> or <http://regulations.ucf.edu/chapter7/index.html> 3.g.1.c for additional information regarding this Statute and its applicability.
17. **IDENTICAL TIE BIDS:** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. If

none, or all of the tied vendors have a drug-free workplace program, vendors with Florida as their primary location will receive preference. Failing the above, a coin flip will be used to determine the winning vendor. In order to have a drug-free workplace program, business's drug free policy shall be in accordance with applicable State and Federal laws.

As the person authorized to sign the statement, my initials certify that this firm complies fully with the above requirements. Initials: _____

18. **EQUAL OPPORTUNITY STATEMENT:** The State Universities have established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibits discrimination based on race, creed, color, sex, age, national origin, marital status or religion. To be considered for inclusion as a supplier under this agreement, the bidder commits to the following:

- A. The provisions of Executive Order 11246, September 24, 1996, and the rules, regulations, and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value.
- B. If the bidder expects to receive \$10,000 in orders during the first 12 months of this agreement, a complete certificate of non-segregated facilities shall be included in the bid response. A sample certificate is attached as Attachment 3.
- C. If the bidder expects to receive \$50,000 in orders during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEO-1) must be filed prior to March 1 of each year.
- D. If the bidder expects to receive \$50,000 in orders during the first 12 months and employs more than 50 people, a written program for affirmative action compliance is to be maintained by the bidder, subject to review upon request by the user agencies of the contract resulting from this ITB.

19. **WORK FOR HIRE.** Any work specifically created for the University under an agreement resulting from this ITB 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 (or under any contract resulting from this ITB) 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 ITB and any contract resulting from this ITB, if any, and perform all of its obligations hereunder and under such contract, (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 agreements or representations and warranties herein or in any contract resulting from this ITB.

20. **AMENDMENTS.** No changes or amendments to an agreement resulting from this ITB are binding on the University unless made in legible writing that is signed by an attorney in the University's General Counsel's Office and an authorized UCF signatory. Payee shall return an agreement resulting from this ITB to the University's Purchasing Department at once with a written explanation if the agreement resulting from this ITB is not acceptable in its entirety.
21. **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 an agreement resulting from this ITB. The parties agree that no technology, related data or information will be exchanged or disseminated under such agreement nor any collaboration conducted pursuant to such agreement, 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 the agreement resulting from this ITB, if any, 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 that agreement.

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 the agreement resulting from this ITB, if any. 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.

22. **FORCE MAJEURE.** No default, delay or failure to perform on the part of UCF or the Vendor 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 the Vendor's or 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 the Vendor's or UCF's reasonable control, any dates or times by which the parties are 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 the parties.
23. **INDEMNIFICATION.** Payee 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 Payee, its employees, its agents or of others under Payee's control and supervision. If any part of a delivery to the University pursuant to an agreement resulting from this ITB, if any, is protected by any patent, copyright, trademark, other intellectual property right or other right, Payee also shall indemnify and hold harmless the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.

24. **INDEPENDENT CONTRACTOR.** Each of the parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one party as employees or agents of the other party.
25. **NO JOINT VENTURE.** Nothing contained in an agreement resulting from this ITB, if any, shall be construed to create a joint venture, partnership, or other like relationship between the parties.
26. **LEASED EQUIPMENT.** The risk of loss or damage to leased equipment, goods or property shall not transfer to the University except as provided in §680.219, Florida Statutes. Any security interest in the leased equipment, goods or property granted to Payee contrary to AGO 79-72 and AGO 80-9 is null and void. Limitation of remedies provisions, which are unconscionable under applicable Florida law, are void.
27. **MATERIAL SAFETY DATA SHEET (MSDS).** In compliance with Florida Statutes, Ch. 442, a Material Safety Data Sheet (MSDS) must accompany any applicable item delivered under an agreement resulting from this ITB, if any.
28. **WAIVER/REMEDIES.** No failure or delay by a party hereto to insist on the strict performance of any term of an agreement resulting from this ITB, if any, 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 agreement, but each and every term of such agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in an agreement resulting from this ITB, if any, are cumulative and not exclusive of the remedies provided by law or in equity.
29. **DISPOSITION OF BIDS; FLORIDA PUBLIC RECORDS LAW COMPLIANCE**
All bids become the property of the State of Florida, and the State of Florida shall have the right to use all ideas, and/or adaptations of those ideas, contained in any bid received in response to this solicitation. Any parts of the bid or any other material(s) submitted to UCF with the bid that are copyrighted or expressly marked as “confidential”, “proprietary”, or “trade secret”, will only be exempted from the “open records” disclosure requirements of Chapter 119, Florida Statutes, if Florida law specifically recognizes these materials as exempt from disclosure. Thus, the mere designation as “confidential”, “proprietary”, or “trade secret” by a vendor does not ensure that such materials will be exempt from disclosure. In the absence of a specific Florida statute exempting material from the public records law, UCF is legally obligated to produce any and all public records produced or received in the course of conducting university business, irrespective of any designation by the vendor of those same records as “confidential”, “proprietary”, or “trade secret.” The ultimate determination of whether a vendor’s claim of “confidential,” “proprietary” or “trade secret” will support an exemption from disclosure will be made by UCF or, potentially, a court. UCF’s selection or rejection of a bid will not affect this provision.
30. **PUBLIC RECORDS, CONTRACT FOR SERVICES: COMPLIANCE OF SECTION 119.0701, FS**
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Office of the General Counsel, (407)823-2482, gcounsel@ucf.edu, University Of Central Florida, 4365 Andromeda Loop N., Millican Hall, Suite 360, Orlando, FL 32816-0015.

PUBLIC RECORDS, CONTRACT FOR SERVICES

To the extent that Contractor meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

This Contractor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

31. SOFTWARE RELATED PURCHASES: Licensor acknowledges that Licensee has a duty to maintain the privacy of student records, including without limitation education records as defined by the Family Educational Rights and Privacy Act (20 USC § 1232g; 34 CFR Part 99) ("FERPA"), and further acknowledges that as a contractor to whom Licensee has outsourced certain institutional services or functions:
 - A. Confidential information about Licensee's students is contained in records provided to and maintained by Licensor, and Licensor will protect the privacy of all student education records to the fullest extent required of Licensee under FERPA;
 - B. Licensor is performing an institutional service or function that has been outsourced by Licensee and for which Licensee would otherwise use its employees;
 - C. Licensor is under the direct control of Licensee with respect to the use and maintenance of education records, as defined by FERPA;
 - D. Licensor is subject to all FERPA requirements governing the use and re-disclosure of personally identifiable information from education records, including without limitation the requirements of 34 CFR § 99.33(a);
 - E. Even in circumstances that might justify an exception under FERPA, Licensor may not disclose or re-disclose personally identifiable information unless Licensee has first authorized in writing such disclosure or re-disclosure; and
 - F. Licensor will not use any personally identifiable information acquired from Licensee for any purpose other than performing the services or function that are the subject of this agreement.
- 32.. SMOKE-FREE POLICY: The University prohibits smoking on all university owned, operated, leased and/or controlled properties in order to maintain a healthy and safe environment for its faculty, staff, students, and visitors. Visit <http://www.ucf.edu/smokefree> for additional information.

BID SHEET

Item	Description	U/M	Estimated Quantity	Unit Price	Total Price
1.	Furnish all labor, supervision, tools, equipment, materials and supplies necessary to provide Housekeeping Operations at the Center for Emerging Media .	Month	12 Months	_____/Month	\$ _____
2.	Furnish all labor, supervision, tools, equipment, materials and supplies necessary to provide Housekeeping Operations at the Executive Development Center .	Month	12 Months	_____/Month	\$ _____
Total					\$ _____

In the event an error in calculations is found, the unit price bid will be used to determine the correct extended price.

Special Event Pricing: \$ _____ per hour

After Hours Emergency Pricing: \$ _____ per hour

Does your bid meet our specifications exactly? Yes No

If No, please detail how your bid meets or exceeds the specifications of the required item(s) and provide proof that verifies your claim.

Prices quoted are good for at least _____ days following bid opening.

Delivery will be _____ days after receipt of order.

F.O.B. delivered to UCF

Payment terms: _____.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. The following information, including an authorized representative signature and witness, is required to be submitted with your bid in order to be considered for evaluation and award. The person signing below acknowledges and agrees with all proposed information as submitted and has the authorization of the said company to enter into a contractual agreement with the University for the purposes as proposed and as described herein. Please print below unless where a signature is required.

COMPANY NAME

AUTHORIZED SIGNATURE

MAILING ADDRESS

PRINTED NAME

CITY, STATE, ZIP CODE

TITLE

(_____)_____
PHONE NUMBER

(_____)_____
FAX NUMBER

E-MAIL ADDRESS

ATTACHMENT 1
Secure Handling of UCF Data

Secure protection and handling of data by vendors and third parties

1. Network Security. Vendor agrees at all times to maintain network security that – at a minimum – includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Likewise Vendor agrees to maintain network security that conforms to one of the following:
 - a) Those standards that UCF applies to its own network, as found at <http://www.cst.ucf.edu/about/information-security-office/iso-policies-standards/>
 - b) Current standards set forth and maintained by the National Institute of Standards and Technology, including those at:<http://web.nvd.nist.gov/view/ncp/repository>
 - c) Any generally recognized comparable standard (e.g., ISO/IEC 27001, etc.) that Vendor then applies to its own network.
2. Data Security. Vendor agrees to protect and maintain the security of UCF data based on the latest industry security standards and best practices. These security measures include, but are not limited to, maintaining secure segmented networks, maintaining systems that are up-to-date, and environments free of malware.
3. Data Transmission. Vendor agrees that any and all transmission or exchange of system application data with UCF and/or any other parties expressly designated by UCF – solely in accordance with Section 6 below – shall take place via secure means, e.g. HTTPS or FTPS with 128 bit key AES encryption or better.
4. Data Storage. Vendor agrees that any and all UCF data will be stored, processed, and maintained solely on designated target servers and that no UCF data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Vendor's designated backup and recovery processes.
5. Data Encryption. Vendor agrees to store all UCF backup data as part of the its designated backup and recovery processes in encrypted form using 128 bit key AES encryption or better.
6. Data Re-Use. Vendor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Current Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Vendor.
Vendor further agrees that no UCF data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by an agent of UCF.
7. End of Agreement Data Handling. Vendor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all UCF data according to the standards enumerated in DOD 5220.22 or NIST 800-88 and certify in writing that these actions have been completed at a mutually predetermined date.
8. Data Breach. Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of Vendor's security obligations or other event requiring notification under applicable law ("Notification Event"), Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend UCF and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
Related Documents:
 - Third-Party Outsourcing (Cloud Computing) of University Data
 - UCF Third Party Assurance Questionnaire
 - 4-008 Data Classification and Protection
9. FERPA. If Vendor is provided access to any student personally identifiable information (as defined under FERPA), Vendor acknowledges that it will comply with the privacy regulations outlined in the Family Educational Rights and Privacy Act ("FERPA"), for the handling of such information, to the extent such regulations apply to Vendor. Vendor will not disclose or use any student information except to the extent necessary to carry out its obligations under its agreement with UCF and as permitted by FERPA.

Company: _____
Authorized Representative's Name: _____
Authorized Representative's Signature: _____
Date: _____

ATTACHMENT 2

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS
(Must be completed & submitted with each competitive solicitation)

Name of Bidder: _____

Identify the state in which the Bidder has its principal place of business: _____

Proceed as follow: IF your principal place of business above is located within the State of Florida, the Bidder must sign below and attach to your solicitation. No further action is required. IF your principal place of business is outside of the State of Florida the following must be completed by an attorney and returned with your solicitation. Failure to comply may be considered to be non-responsive to this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Fla. Stat., provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

_____ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Bidder's principal place of business is in the political subdivision of _____ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

Signature of out-of-state Bidder's attorney: _____

Printed name of out-of-state Bidder's attorney: _____

Address of out-of-state bidder's attorney: _____

Telephone Number of out-of-state bidder's attorney: (_____) _____ - _____

Email address of out-of-state bidder's attorney: _____

Attorney's states of bar admission: _____

Bidder's Printed Name: _____

Signature _____

Attachment 3

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, amended..

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).

The Contractor and subcontractors shall abide by the requirements of 41 CFR, Section 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

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

Attachment 3

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.

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

Attachment 4

**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: _____

SCOPE OF WORK AND CLEANING REQUIREMENTS

UCF ENVIRONMENT:

The CEM and EDC campuses are located approximately 16 miles from the main Orlando campus. The CEM campus comprises one building which started life as the Orlando Expo Centre. The Center for Emerging Media houses eight separate departments: CityLab Orlando, Create, FIEA, Flying Horse Editions, Gallery 500, Studio 500, UCF School of Visual Arts & Design and Creative Village Orlando. With its rapid growth and popularity, the Center for Emerging Media is poised to serve as the educational centerpiece of Orlando's new Creative Village, which will build upon the success of Orlando's digital media industry by transforming the original Amway Arena site (now leveled) into a 68-acre mixed-use, transit oriented, urban infill neighborhood in the heart of downtown Orlando. The EDC offers leading executive education to Central Florida professionals through its various Executive & Professional Master's Degrees and Executive Education Programs. The EDC was established in 1992 and is an auxiliary unit of the UCF College of Business Administration. The facility (one building) offers a wide variety of meeting rooms and executive two tiered classrooms as well as office spaces. The EDC is in close proximity (1.07 miles) to the CEM campus.

DEFINITIONS

APPA – Association of Physical Plant Administrators (Higher Education)

CMMS – Computerized Maintenance Management System

SDS – Material Safety Data Sheet

PPE – Personal Protective Equipment, such as safety glasses, safety goggles, hearing protection, steel-toed boots, chemical resistant gloves, and other protective gear

Recycling – the recovery of useful materials, such as paper, glass, plastic, and metals, from the trash to use to make new products, reducing the amount of new raw materials needed

Service – all support provided to the campus customers, as needed and on request

BUILDING CUSTODIAL SERVICES SPECIFICATIONS

The university requires that the housekeeping provided be of "Showplace Facility" level, as the CEM and EDC campuses are very much in the public eye with events and guests that bring a lot of attention to the university and the campuses themselves. The university expects "orderly spotlessness," (Appendix B, page 28) requiring sufficient staffing and scheduling to maintain this service level. Some indicators are: Floors and base moldings shine and/or are bright and clean; colors are fresh. There is no build up in corners or along walls. All vertical and horizontal surfaces have a freshly cleaned or polished appearance and have no accumulation of dust, dirt, marks, streaks, smudges, or fingerprints. Lights all work and fixtures are clean. All restroom fixtures and tiles gleam and are odor-free, and dispensers are full and replenished daily. Trash and recycling containers hold only daily waste or recycling materials, are clean, and odor-free.

The following exterior housekeeping activities must occur to maintain a superior level of service: patios are cleaned; entrance doors are dusted; cobwebs and bugs are removed; open stair wells, landings and walkways are swept and washed; walk-off mats are cleaned and maintained daily; windows and doors are washed; trash and recycling are removed; and trash and recycling areas are maintained. Entry ways and surrounding immediate grounds must be policed daily to remove all debris, including but not limited to, cigarette butts.

The following interior housekeeping activities must occur to maintain a superior level of service: terrazzo, marble, and stage floors are polished; stainless steel is cleaned; windows and glass doors are washed; stairwells are cleaned; carpets are vacuumed and cleaned; upholstery is vacuumed and cleaned; all furniture is dusted, and table tops are cleaned; all instructional boards are cleaned; telephones are cleaned and disinfected; HVAC diffusers are cleaned; furniture and upholstery are cleaned; vending machine surfaces are cleaned; locker surfaces are cleaned; blinds are cleaned; vents are cleaned; water fountains are cleaned; trash and recycling are removed; all sinks are cleaned; lab floors are cleaned; walk-off mats are cleaned and maintained; housekeeping closets are maintained; and floor drains are cleaned.

All restroom-type facilities must have all urinals, water closets, drains, walls, floors, mirrors, partitions, lockers, and sinks cleaned and disinfected daily. Soap, toilet paper, and towels must be restocked as needed. A cleaning matrix with periodicities is provided in the attachments.

CONTRACTED AREAS

CEM:

- Entrance-ways outside to curbs.
- Circulation, including lobbies, hallways, stairs: 29,222sq. ft.
- Offices: 14,785sq. ft.
- Conference Rooms: 2,734sq. ft.
- Classrooms: 2,481 sq. ft.
- Media Production: 21,547sq. ft.
- Elevators: 90 sq. ft.
- Food facility: 43 sq. ft.
- Restrooms: 4,031sq. ft.
- Open laboratories: 6,355sq. ft.
- Break Area/Vending Machine areas: 2,066 sq. ft.
- Loading dock area
- Cleaning & waxing of floors (custodial closets included)

EDC:

- Entrance-ways outside to curbs.
- Circulation, including lobbies, hallways, stairs: 4,579 sq. ft.
- Offices: 4,669 sq. ft.
- Conference Rooms: 894 sq. ft.
- Classrooms / Meeting Rooms: 3,292 sq. ft.
- Elevators: 60 sq. ft.

- Restrooms: 701 sq. ft.
- Open laboratories: 686 sq. ft.
- Cleaning & waxing of floors (custodial closets included)

HOURS AND STAFFING:

The vendor will supply contracted services to provide and consistently maintain high levels of cleanliness according to Mobil, Triple AAA (4/5 Star Diamond Criteria) as well as APPA cleaning standards level 1(highest) (see Appendix B).

The vendor will supply the following staffing to meet the above noted levels of cleanliness every day:

- A. Site Supervisor for staff
- B. Day porter that will respond to the Coordinator for Housekeeping & Recycling Services requests, Work Control Center, and staff and faculty requests for urgent work requests as well as daily policing activities in the CEM. The day porter at the CEM may be required to respond to urgent emergency requests at the EDC if immediate custodial services are needed. If any of the above are unavailable, the porter can respond to requests by the Facilities Operations Maintenance Supervisor on the main campus or the University designee for the contract oversight.
- C. Custodial staff sufficient to meet the above noted levels of cleanliness every day under the direction of the Supervisor. The vendor will determine the number of staff required.

The day porter is necessary to handle policing activities during the day such as replenishing bathroom dispensers, emptying rest room trash, picking up and spot cleaning spills, handling urgent work requests, etc. Shift hours for the day porter will be 8:00am to 4:30pm. It is important that this position be a full time employee of the vendor, consistently the same person each day with little or no turnover so as to build consistency and stability in the custodial team and to develop the day to day relationship with the faculty, staff and students of the CEM and the EDC.

Supervisor and custodial staff will do detailed and daily cleaning to support the required high level of cleanliness for the buildings. Shift hours for the Supervisor and custodial staff for the CEM will start at 6:00am. The hours for the custodial staff for the EDC will start at 5:00am with a completion time of 7:30am in preparation of students and staff arriving for classes. Any alterations to these times by the vendor must be approved in consultation and agreement with the Coordinator for Housekeeping & Recycling Services and the EDC executive staff in consideration of building and class schedules. In addition to early morning cleaning, service will need to take place from 4:00pm to 5:00pm in preparation for night time classes. (Typical night classes operate from 6:00pm to 10:00pm. No cleaning can take place during these times). The vendor will maintain this professional staff at full complement each weekday except for holidays and weekends and when the university is closed. The vendor will determine the number of frontline custodial staff to maintain the cleaning levels as stated in the SOW. It is important that these employees are consistently the same each day with little or no turnover so as to build consistency and stability in the custodial team and to develop the day to day relationship with the faculty, staff and students of the CEM and EDC campuses.

Although the majority of services and support will occur between the hours of 5:00am and 5:00pm, the facilities may require immediate or emergency support outside those hours. The vendor will provide after-hours emergency service to the campus after normal business hours and on weekends.

SPECIAL EVENT STAFFING

The vendor must provide staffing if requested for after-hours events. This will include weekend and evening events where custodial services are required. The vendor will charge established rates directly (Bid Sheet) to the College and/or organization holding the event for any after-hours services provided, pricing to be included for after-hours service. Vendor shall provide staff to set up tables, chairs, and displays for special university events. The contracted staffing during these events will be on radio contact with the event manager and will provide response to urgent calls for service, take down of the event as well as cleaning of the areas used during the event so that it is ready for operations the next week day. Trash is not to be left or areas uncleaned after an event, areas kept at the same level of cleanliness expected for this type of facility. Vendor will provide an hourly rate for custodial staff to perform these duties if performed outside of normal work hours.

DEEP CLEANING

The vendor will conduct a deep cleaning of the buildings during each semester break, which will consist of stripping and refinishing floors, extraction of carpets, burnishing of marble and terrazzo floors, etc. This will be in agreement with the University designee as to schedule items of detail that are required by the University, the CEM and the EDC. This work may need to be scheduled on a 2nd or 3rd shift time frame to avoid disruption of UCF business and/or operations. See tasks and contracted services Appendix A.

PROVISION OF EQUIPMENT AND SUPPLIES

The vendor will provide all equipment and cleaning chemical materials required to perform the operation and support the operations of the CEM and EDC. This includes, but is not limited to: cleaning chemicals (suggested chemicals and equipment are listed in SOP Appendix C), vacuums (including a wide area vacuum), hand tools, etc. The vendor will maintain and keep clean all equipment in complete operating conditions. The University will provide trash and recycling liners; paper towels, toilet paper, and soap that match the existing dispensers currently in use. No change in these dispensers will be allowed without the express permission of the University designee. The University will also supply liners clearly marked for emergency use in preparation for severe weather events, the vendor will maintain this supply so they are always available for immediate use. The vendor will perform materials requests to the University designee for consumable supplies every two weeks for delivery from the main campus. This materials requests process will be determined between the vendor and the University designee with oversight of the contract. The vendor will maintain an inventory at an established par levels provided by Facilities Operations, of these consumable frequently used items such as toilet paper, paper towels, etc., to avoid shortages. In the case of any chemicals used, a copy of the Safety Data Sheet must be provided and approved by the university EH&S Department before using the chemicals in the vendor's operations.

COMMUNICATIONS

The vendor will have consistent methods of communicating with its staff, such as the use of radios and cell phones. All handheld radios will be programmed with a common emergency channel in position 1 as per the Office of Emergency Management. The vendor will have consistent methods of communicating with the CEM and EDC campus faculty and staff as well with the main campus Work Control Center for urgent work requests as well as issuance of work orders. Vendor employees will utilize radios for communication and will follow radio etiquette at all times (no swearing, etc.).

UCF departments and the vendor will hold regular meetings, and will provide required contact information to one another. At the meetings, UCF will address CEM and EDC faculty, staff, and student needs.

WORK ORDERS – Computerized Maintenance Management System (CMMS)

The vendor will use the UCF Facilities & Safety CMMS to document work performed on the facilities. This information provides the university with a historical account of the custodial routine, project and urgent work requests performed on the buildings.

Work orders will be for the tracking of urgent work orders requested through the Work Control Center, project work or events during and after normal business hours. Vendor's staff and Supervisor will report any maintenance issues to the Work Control Center for repair and/or immediate action as needed. The work order process will be determined between the vendor and the University designee in charge of oversight of the contract. This will answer questions on process; follow through on work orders, response times, communication regarding work order requests, etc.

RESPONSE TIMES

A. Urgent Calls:

Urgent service calls consist of providing the day porter or the custodial staff to perform miscellaneous minor cleaning tasks during regular working hours that are in addition to the daily assignments that are required to maintain the high levels of cleanliness in the building. The vendor shall respond within 15 minutes or less to urgent service calls. Urgent service calls shall be completed within 30 minutes from receipt of call or from time of response.

B. After Hours:

The vendor shall have adequate procedures for providing service call authorizations during after-hours, and for receiving and responding to emergency calls 24 hours per day, including weekends and during holidays if it is determined that emergency custodial services are needed by the University designee. This may include events such as hurricanes where appropriate custodial staffing may be required, which will only be agreed upon with the vendor and the University designee. A Supervisor will be responsible for the event coverage. Pricing for this service will be included on the pricing sheet, see Bid Sheet. A single local telephone number shall be provided by the vendor for receiving emergency calls. After regular working hours, emergency calls shall be in the form of a verbal telephone request from the UCF's Representative or the Work Control Center. After hours emergency calls shall be considered as received by the vendor at the time and date this telephone call is made.

C. After Hours Response:

All vendor employees while working after-hours events will be in uniforms with name tags visibly present.

SPACE AND STORAGE

The vendor will be assigned office and storage spaces for materials and equipment, designated Housekeeping closets. All areas must comply with State Fire Marshall requirements for storage

and housekeeping closets as well as the University Housekeeping SOP for housekeeping closets, see Appendix C. Limited storage is allowed outside, as the campus environment must look well maintained.

REGULATORY COMPLIANCE

The vendor is required to follow all Federal and State laws, rules and regulations, as well as UCF regulations, policies, and procedures. The vendor must be in regulatory compliance with OSHA, EPA, FDEP, SWMD, ASHRAE, ANSI, ADA, NRC, FDOT, FBC, State Fire Marshal, and the UCF Building Code Office.

LIFE SAFETY REQUIREMENTS

Vendor shall comply with Florida State Statutes; NFPA requirements stated in the most current NFPA codes; federal, state, local codes; UCF regulations and policies; and authorities having jurisdiction.

The vendor is responsible for making sure and certifying that all employees assigned to the contract are trained in Blood Borne Pathogen cleaning and follow universal precautions in maintaining areas where bodily fluid spills occur. The vendor is to keep on hand and stocked fully equipped spill kits for this purpose.

RECORDS OF PERFORMANCE

The university will be closely involved with the quality and level of custodial service at the CEM and EDC campuses. The university and vendor shall meet monthly to discuss and review performance reports on the service level at the CEM and EDC campuses. At no time will the vendor allow the quality of the service levels fall below the standards required for this contract.

SAFETY AND SECURITY, BADGING AND UNIFORMS

The vendor's employees are expected to wear a uniform and company/name tag that is easily identifiable to faculty, staff, and students at all times. All employees are expected to be courteous to faculty, staff, students, and visitors. The CEM and EDC campuses are drug-free, non-smoking workplaces, and employees may not smoke anywhere within or on the campus. Conduct unbecoming the employees, such as cat calls to the students, will not be tolerated. The vendor's employees are expected to report any suspicious activity to the UCF Police Department or 911 as necessary.

KEYS AND ACCESS TO BUILDINGS

The university shall administer all locks and keys. The university has a building key system in place that accommodates building operation and individual tenant key requirements to assure preservation of sound key controls and tight security, acceptance of deliveries and smooth occupancy. The university will provide the vendor with a list of offices and classrooms that must be locked after-hours. Housekeepers are expected to relock all previously locked areas immediately upon completion of tasks.

Keys, security badges, and access/parking cards may be issued to the vendor; however, the vendor shall be responsible for the cost of replacing any keys or cards that are furnished to and lost by its employees. If the university's representative decides that a lock must re-keyed and/or replaced because of the loss of a key by the vendor's employees, the vendor shall pay the cost of that rekeying and key replacement. Similarly, the vendor shall pay the cost of changing a combination if the university's representative has reasonable cause to believe that the combination has been

compromised. Keys, access cards are to be kept on sight in a secure (Traka) key access control box. Building keys are not allowed to go home with any vendor employee and the vendor's supervisor will check to make sure that all keys are secured at the end of each shift.

QUALITY

All materials and products shall be new and unused. All facilities must be operated and maintained at a showpiece facility level. Response to service requests must be immediate.

Urgent and emergency service shall be infrequent and handled efficiently. Finishes on walls, windows, doors, and trim shall be maintained as bright, clean, and like-new. All operations shall be organized and focused with immediate response to service requests.

SUSTAINABLE PRACTICES

The vendor will use environmentally preferable cleaning products, which meet specific standards, and which represent a lesser impact to public health and the environment than competing products at or beyond the standards established.

The vendor shall recycle paper, aluminum, plastic, and cardboard in the University recycling program and deposit recyclable materials into the building's interior and exterior recycling containers for pick up by the main campus.

SERVICES

The vendor will consistently deliver Daily Housekeeping Services, **provided through skilled professionals** who will provide cleaning expertise and professional behavior along with an experienced on duty working supervisor who will oversee the operations in both the CEM and EDC buildings.

Vendor is accountable for providing the contracted number of employees on daily basis to maintain the agreed staffing levels as well as cleanliness levels. The vendor must provide a safe work environment for its employees as well as the CEM and EDC staff, faculty and students.

OVERTIME

No Overtime hours will be contracted for the daily routine work or deep cleaning requested. Overtime is done in arrangement with the CEM or EDC event requests or outside organizers of events.

CRIMINAL BACKGROUND CHECKS

As required by university of Central Florida Regulation 7.102.22, the vendor warrants that it is not on the convicted vendor list for a public entity crime committed within the past thirty-six (36) months. The vendor further warrants that it will neither utilize the services of, nor contract with, any vendors, subcontractors, professionals, suppliers, employees, agents or representatives, or any other person or entity in excess of fifteen thousand dollars (\$15,000.00) in connection with this project for a period of thirty-six (36) months from the date of their being placed on the convicted vendor list.

The vendor agrees to provide UCF with a full criminal background check of vendor and vendor's staff. Additionally, the vendor agrees that, as a condition of this Agreement, vendor shall conduct, and provide to UCF, full criminal background checks of all vendors, subcontractors, professionals, suppliers, employees, agents or representatives, or any other person or entity employed or used in

the negotiation or completion of this Agreement. The vendor will be responsible for conducting all criminal background checks and will be responsible for all costs related to criminal background checks, unless otherwise specified and agreed by UCF in writing.

The vendor agrees to use best efforts in determining if any of vendor's contractors, subcontractors, professionals, suppliers, employees, agents or representatives, or any other person or entity employed or used in the negotiation or completion of this Agreement has been convicted of a felony or serious misdemeanor other than minor traffic violations, or has received a less than honorable discharge from the United States Military or a state National Guard. For the purpose of this Agreement, a felony or serious misdemeanor will include any conviction of an offense related to rape: sexual assault; sexual or inappropriate relationships with minors or children; domestic violence, any violence against children; any crime against another person in which violence or a dangerous weapon was used; larceny; misappropriation or any unlawful taking of property; and use, possession, manufacture, or distribution of any Federally controlled substance or mind altering drug. If the vendor is aware, or becomes aware, that vendors, subcontractors, professionals, suppliers, employees, agents or representatives, or any other person or entity employed or used in the negotiation or completion of this Agreement has been convicted of an offense above or has received a less than honorable discharge from the United States Military or a state National Guard, the vendor will notify UCF in writing within two (2) business days. If vendor has probable cause to believe that vendors, subcontractors, professionals, suppliers, employees, agents or representatives or any other person or entity employed or used in the negotiation or completion of this Agreement has committed or been accused of an offense listed above, vendor will notify UCF in writing within two (2) business days.

If a criminal background check or any other investigation reveals that the owner, a primary shareholder, or partner of the vendor company or organization has been convicted of any offense listed in above or has received a less than honorable discharge from the United States Military or a state National Guard, UCF may unilaterally cancel this Agreement. If the vendor is accused of any offense listed above, the UCF may unilaterally cancel this Agreement. If vendor is afterwards convicted of that offense, vendor agrees to be held liable for any financial cost associated with Owner vacating the Agreement, procuring a new vendor, and any other cost associated with loss of time or delay in completion of the Project.

If vendor informs UCF that any vendors, subcontractors, professionals, suppliers, employees, agents or representatives, or any other person or entity employed or used in the negotiation or completion of this Agreement was convicted of an offense listed in above or has received a less than honorable discharge from the United States Military or a state National Guard, UCF may direct that said individual no longer work on the Project or utilize or visit any property belonging to the University of Central Florida. If vendor fails or refuses to comply with this directive, the Agreement may be unilaterally cancelled by UCF, or vendor will assume all liability that may arise due to continued employment of said individual, and will agree to indemnify the University of Central Florida for any cost, fines, or penalties that result from misconduct committed by said individual(s). If UCF does unilaterally cancel this Agreement for vendor failure to comply with this section, vendor agrees to be held liable for any financial cost associated with UCF vacating the Contract, procuring a new vendor, and any other cost associated with loss of time or delay in completion of the project.

If vendor fails to use best efforts in discovering or informing UCF that vendors, subcontractors, professionals, suppliers, employees, agents or representatives, or any other person or entity employed or used in the negotiation or completion of this contract was convicted of an offense listed above, the vendor assumes all liability that may arise due to this failure. Additionally, If

vendor fails to use best efforts in discovering or informing UCF that vendors, subcontractors, suppliers, employees, agents or representatives, or any other person or entity employed or used in the negotiation or completion of this contract was convicted of an offense listed above, the vendor agrees to indemnify the University of Central Florida for any cost, fines, or penalties that result from misconduct committed by said individuals.

Vendor agrees to inform UCF of any known pending or expected civil litigation matters facing the vendor prior to the signing of a contract with UCF. If vendor fails to inform UCF of pending or expected civil litigation, UCF may unilaterally cancel the Contract, and vendor agrees to be held financially liable for any cost incurred in the cancellation of the contract.

If, under the terms of the Contract, the vendor enters into a contract or any other written agreement with vendors, subcontractors, suppliers, agents or representatives thereof, or any person or entity involved in the project, the vendor will include language in said agreement substantially and substantively similar to this Article.

DRUG TESTING AND DRUG FREE WORK ENVIRONMENT

The vendor agrees to comply with all provisions of the Drug-Free Workplace Act as they are outlined in section 112.0455 Florida Statutes and provide confirmation of compliance with the statute as determined appropriate by the UCF.

If the vendor is not enrolled as a vendor in E-Verify at the time of contract award, the vendor must enroll within thirty (30) calendar days of the execution of the contract and provide confirmation of enrollment to UCF in writing. For each vendor employee and subcontractor employee assigned to the contract, verification must be performed within ten (10) calendar days after date of enrollment or within ten (10) calendar days of the vendor or subcontractor employee's assignment to the contract, whichever date is later, and provide confirmation of said enrollment to UCF in writing. If, under the terms of a contract with UCF, the vendor enters into a contract or any other written agreement with vendors, subcontractors, suppliers, agents or representatives thereof, or any person or entity involved in the project, the vendor will include language in said agreement substantially and substantively similar to this Article.

ENVIRONMENTAL HEALTH AND SAFETY (EH&S)

Upon request of UCF, the vendor shall provide the UCF EH&S Department with an annual inventory of all chemicals used and stored at the facilities under their control. For each chemical used, the vendor must submit SDS (Safety Data Sheets) sheets to UCF EH&S for approval. The vendor must maintain updated SDS books in each of the custodial closets where chemicals are stored.

The management and disposal of all hazardous waste shall be conducted according to federal, state, and local law. The vendor shall coordinate with the UCF EH&S Department prior to disposing of any hazardous materials.

All chemical, oil, fuel oil, or similar spills shall be reported to the UCF EH&S Department immediately.

The vendor shall provide access to all UCF owned, operated or leased facilities and records under its control upon the request of UCF EH&S inspection staff.

EH&S plans, policies and procedures include but are not limited to the following:

- Control of Hazardous Energy (Lock-out / Tag-out) Procedure
- Aerial Lifts Operating Procedure
- Respiratory Protection Procedure
- Hearing Conservation Procedure
- Confined Spaces Entry Procedure
- Building Evacuation
- Procurement, Use, and Possession of Hazardous Materials and Radiation-Producing Equipment
- Response to Job - Related Employee Illness or Injury
- University Building and Fire Code Compliance
- Hazardous Materials Shipping, Receiving, and Transportation
- Training Requirements for Potentially Hazardous Activities
- Contractor Environmental Management Work Practices
- Environmental Incident Report
- Environmental Management Procedures for Facility and Maintenance Personnel
- Environmental Management Work Practice for Laboratory Operations
- Group 1 Carcinogen, Chemotherapy Waste, and Hazardous Drug Disposal
- Hearing Conservation Program
- Hearing Conservation Operating Procedures
- Incidental Chemical Releases

*****REMAINDER OF PAGE LEFT BLANK INTENTIONALLY*****

APPENDIX A

Tasks and Services Contracted

General Cleaning:

- Office Areas: All enclosed space used for work areas
- Public Areas: Entrances, Lobbies, Reception Desks, Classrooms, Conference Rooms, Restrooms, Elevators, Media Production Rooms, Open Laboratories, Vending Areas, Back of the House Corridors, Circulation spaces including Stairwells exterior and within the building. Tasks include and are not limited to:
 - Power-washing: Main entrances, loading dock areas.
 - Sweeping & Dust/Wet mopping
 - Carpet care: vacuuming and spot cleaning
 - Window cleaning including blinds
 - Cleaning of glass (inside and outside first floor) of windows and doors
 - Furniture Cleaning/polishing
 - Staircases: High dust, clean and power-wash
 - A/C Vents: Cleaning
 - Cleaning and disinfecting counters, sinks, toilets, floors etc.
 - High dust
 - Removal of trash and recycle
 - Cleaning floors, fixtures, faucets, doors, handles, dispensers, walls, partition stalls and doors
 - Grout cleaning
 - Supply replenishment

Specialized Labor:

- Provide daily and without exceptions the contracted number of trained employees
- Provide a deep cleaning routine during semester breaks:
 - End of Spring Semester
 - Before beginning of Fall semester
 - During Holiday break in December
 - Spring Break in March
- Trained professionals on floor and carpet cleaning.
- Fulfill any special and emergency requests
- Carry and respond to radio requests in timely and professional manner (respond immediately and complete request within 30 minutes)
- Provide daily cleaning records/completed assignments
- Report Work Orders daily

*****REMAINDER OF PAGE LEFT BLANK INTENTIONALLY*****

APPENDIX B
APPA Cleaning Level 1 – Orderly Spotlessness

Level 1—Orderly Spotlessness indicators

- Floors and base molding shine and/or are bright and clean; colors are fresh.

- There is no buildup in corners or along walls.

- All vertical and horizontal surfaces have a freshly cleaned or polished appearance and have no accumulation of dust, dirt, marks, streaks, smudges, or fingerprints. Lights all work and fixtures are clean.

- Washroom and shower fixtures and tile gleam and are odor free. Supplies are adequate.

- Trash containers and pencil sharpeners hold only daily waste and are clean and odor free.

*****REMAINDER OF PAGE LEFT BLANK INTENTIONALLY*****

APPENDIX C

Housekeeping and Recycling Standard Operating Procedures (SOP)

Purpose:

This SOP covers the proper method to stock, maintain, and organize the housekeeper closet, in addition to adhering to all safety regulations.

Definitions:

N/A

Safety:

Latex or rubber gloves
Protective Eye Wear

Equipment:

- SDS Sheets for all chemicals used maintained in every custodial closet of every building where chemicals are stored.
- First aid kit
- Two step stool
- Properly set up maids cart
- Vacuum
- Mop Bucket/Mop
- Broom
- Dust Mop
- Tool organizer

NOTE: Some housekeeper closets are designated as emergency supply closets and must contain the following equipment.

Five star
Wet vacuum
Blower
Latex or rubber gloves
Blood Borne Pathogen Cleanup Kit
Red bags for BBP disposal
Trash liners (Color coded and marked with a straight line). Marked trash liners are not to be used during hurricane season except for responding to an emergency.

Chemicals (include SDS number and copy of SDS in back, label information, mixing instructions):

Proper outcome:

A housekeeper's closet that is properly stocked, clean and safe with easy access to all supplies.

Frequency:

Daily cleaning and organization

Tasks (including pictures and drawings):

1. Put on safety equipment
2. Clean any exposed shelves with a damp cloth before stocking shelves.
3. Rinse the sink with clean water daily, and after each disposal of soiled water.
4. Clean the sink with cream cleanser and a sponge once a week.
5. All mops should be rinsed and then stored in the hanging position to allow for proper drying. (Note: Mops should be changed out a minimum of 1x/week and sent to laundry for proper washing)
6. Sweep the closet daily. Closet must be kept clean and organized at all times.
7. Stock the shelves/closet area
 - a. Heavy items are stored on the lower shelf or floor.
 - b. Lighter weight items should be stored on the middle shelves
 - c. Smaller items such as vacuum bags, dust wands, scrapers, erasers, gloves and wax liners should be stored on the top shelves. (Note: Scrapers should be stored in the down position with protective plastic on.)
 - d. Cardboard boxes should be stored at least 6” off the floor.
 - e. No items should be stored within 18” of the ceiling.
 - f. No items should block an electrical panel, fire extinguisher, or egress.
 - g. Electrical panels/Mechanical box/Fire panels should have a 36” clearance.
 - h. No food items should be stored in a custodial area that houses chemicals.
 - i. No electrical extension cords should be in use and the use of microwaves, radios, refrigerators, clocks, etc. is prohibited. (No electrical appliances)
 - j. No items can be stored in a mechanical or telecommunications closet.
8. Make sure all “emergency” equipment is in the designated closet in the right place.
9. All floor equipment should be stored in the proper position, i.e.; brushes off floor, storage tanks open, etc. and should be emptied of any water, soiled or clean.)

*****REMAINDER OF PAGE LEFT BLANK INTENTIONALLY*****

APPENDIX D
Cleaning Schedule Matrix with Frequencies

Due to its size, Appendix D, “Cleaning Schedule Matrix with Frequencies,” has been placed on the Purchasing website at <http://purchasing.ucf.edu/solicitations/> under ITB 1603 NCSA.

Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement
Proposal	File Type: PDF (.pdf)	Multiple	Required

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 100 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

2. Upload your submission at:

<https://ucfpurchasing.bonfirehub.com/opportunities/1616>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Sep 14, 2016 2:00 PM EDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) hour** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. Javascript must be enabled.

Need Help?

University of Central Florida - Purchasing uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>



IMPORTANT DOCUMENT – INVITATION TO BID REVISION

ITB NUMBER: **1603NCSA**

OPENING DATE & TIME: **September 14, 2016 @ 2:00 PM EST**

ITB TITLE: **Housekeeping Operations: CEM and EDC**

ADDENDUM NUMBER: **1**

ADDENDUM DATE: **August 18, 2016**

Correction to address of Center for Emerging Media. **Please change to 500 Bentley St, Orlando, FL 32801. The Mandatory Prebid location will kickoff at the Center for Emerging Media at 500 Bentley St. Orlando, FL 32801.** Part of Livingston St. has been closed and renamed to Bentley St.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING AND RETURNING IT, AND ALL OTHER REQUIREMENTS WITH YOUR PROPOSAL. FAILURE TO SIGN AND RETURN WITH YOUR PROPOSAL COULD RESULT IN REJECTION OF YOUR BID.

PROPOSERS SIGNATURE

PRINT OR TYPE PROPOSER'S NAME

COMPANY NAME

EMAIL ADDRESS

DATE



IMPORTANT DOCUMENT – INVITATION TO BID REVISION

ITB NUMBER: 1603NCSA

OPENING DATE & TIME: September 14, 2016 @ 2:00 PM EST

ITB TITLE: Housekeeping Operations: CEM and EDC

ADDENDUM NUMBER: 2

ADDENDUM DATE: September 7, 2016

The purpose of this addendum is to answer questions submitted by vendors.
See below addendum continuation sheet.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING AND RETURNING IT, AND ALL OTHER REQUIREMENTS WITH YOUR PROPOSAL. FAILURE TO SIGN AND RETURN WITH YOUR PROPOSAL COULD RESULT IN REJECTION OF YOUR BID.

PROPOSERS SIGNATURE

PRINT OR TYPE PROPOSER'S NAME

COMPANY NAME

EMAIL ADDRESS

DATE

**QUESTIONS & ANSWERS FOR
ITB1434NCSA Housekeeping Operations – CEM & EDC**

To simplify work hour requirements:

Executive Development Center	5AM – 7:30AM; 4PM-5PM
Center for Emerging Media	Day Porter 8AM – 4:30 PM, All other 6AM to finish (no later than 5pm)

- Section 5 Delivery appears to refer to a different bid, or can you explain what you are looking for here since “failure to do this may be cause for rejection.”

You can disregard. This clause pertains to ordering goods.

- Is parking readily available or do we have to include financial consideration for parking of employees in all shifts?

Parking and any costs associated with parking is the responsibility of the vendor.

- Who is the current Vendor?

Advanced Technology Management Inc., dba Enterprise Maintenance Service

- What is the current price being paid?

**Center for Emerging Media \$6,849.49 per month
Executive Development Center \$1,068.80 per month**

- What is the breakdown of floor types at both CEM and EDC? Carpet, VCT, Terrazo, Concrete etc.

	Building Total SqFt	Est SqFt to be serviced	Carpet Coverage SqFt	Hard Floor Coverage SqFt
Total Square Footage	115,084.00	85,029.75	60,599.05	24,430.70
FIEA	60,609.00	47,890.70	36,238.05	11,652.65
Other CEM 1st Floor	35,669.00	21,612.10	10,256.95	11,355.15
CEM 2nd Floor	7,936.00	6,511.85	5,803.80	708.05
CEM 3rd Floor	10,870.00	9,015.10	8,300.25	714.85

We do not have this information available for EDC.

- Appendix A requires a Deep cleaning during semester breaks. Is this to take place above and beyond the regular cleaning schedule and would this service include carpet cleaning and Strip and Wax?

The deep cleaning... Including the floor care requirements, is addressed on page 23 and needs to be included as part of the monthly price of this agreement.

7. Please explain the requirement for Erasers.

If there are any erasers currently being used on site, it is required of the vendor to ensure they are cleaned effectively for the next day use. If an eraser is beyond the life use, please notify facilities management for replacement. Please refer to appendix D.

8. During the walkthrough it was revealed that the inside of the curtain of windows in the lobby of CEM had to be cleaned regularly. Because of the height the requirement requires additional equipment and specialization. How often are the interior curtain of windows of the front entrance of CEM required to be cleaned?

All windows and frames are to be clean and free of dust/dirt and cobwebs. In the lobby, the only requirement would be the height of 1 story. Anything higher than that in the lobby would be priced out at an additional cost.

9. Are supervisors to be provided for all hours being worked, and is the supervisor a non-working supervisor? Or is supervision to be provided according to company standards?

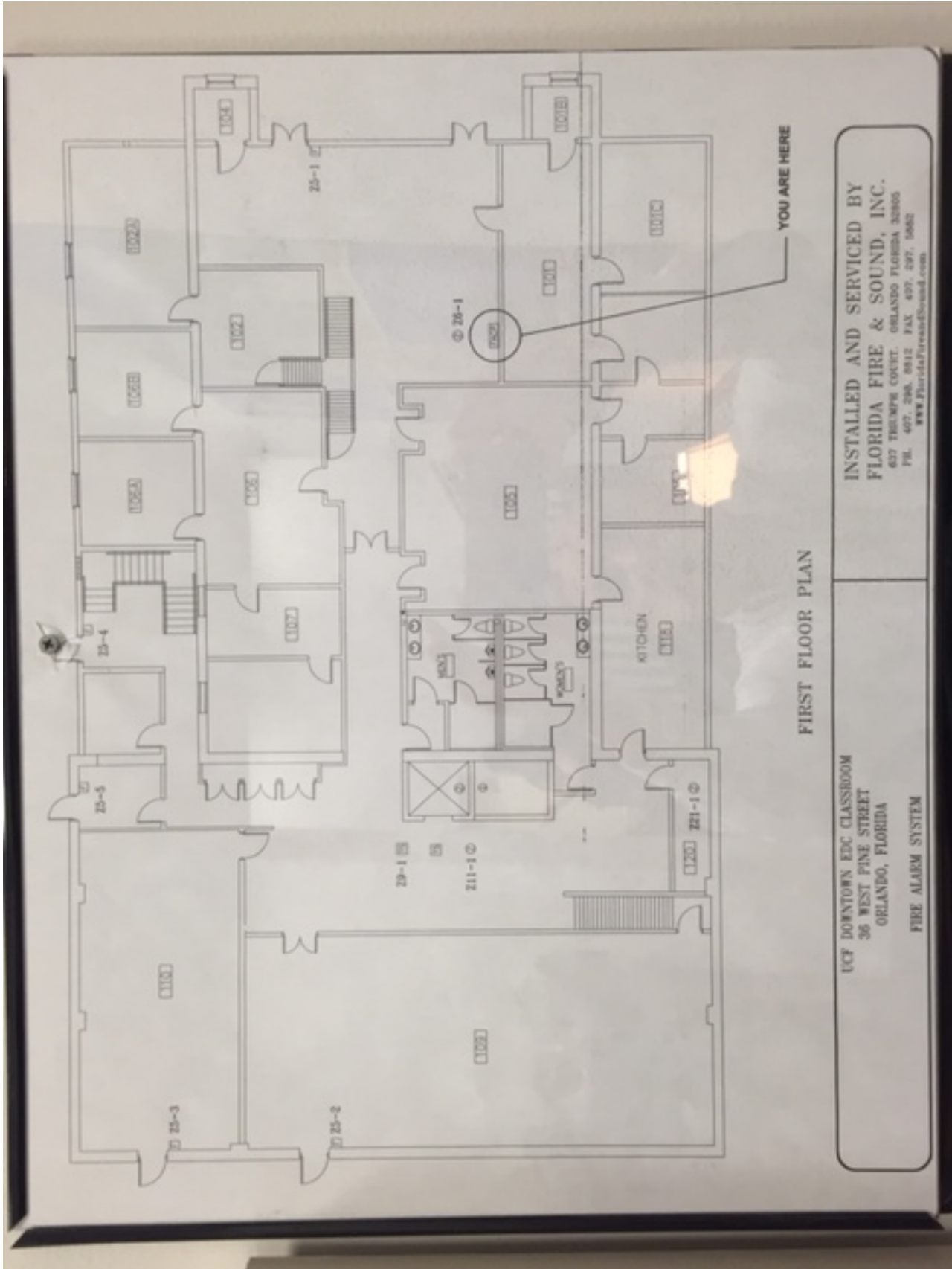
Supervision is addressed on page 22 under hours and staffing.

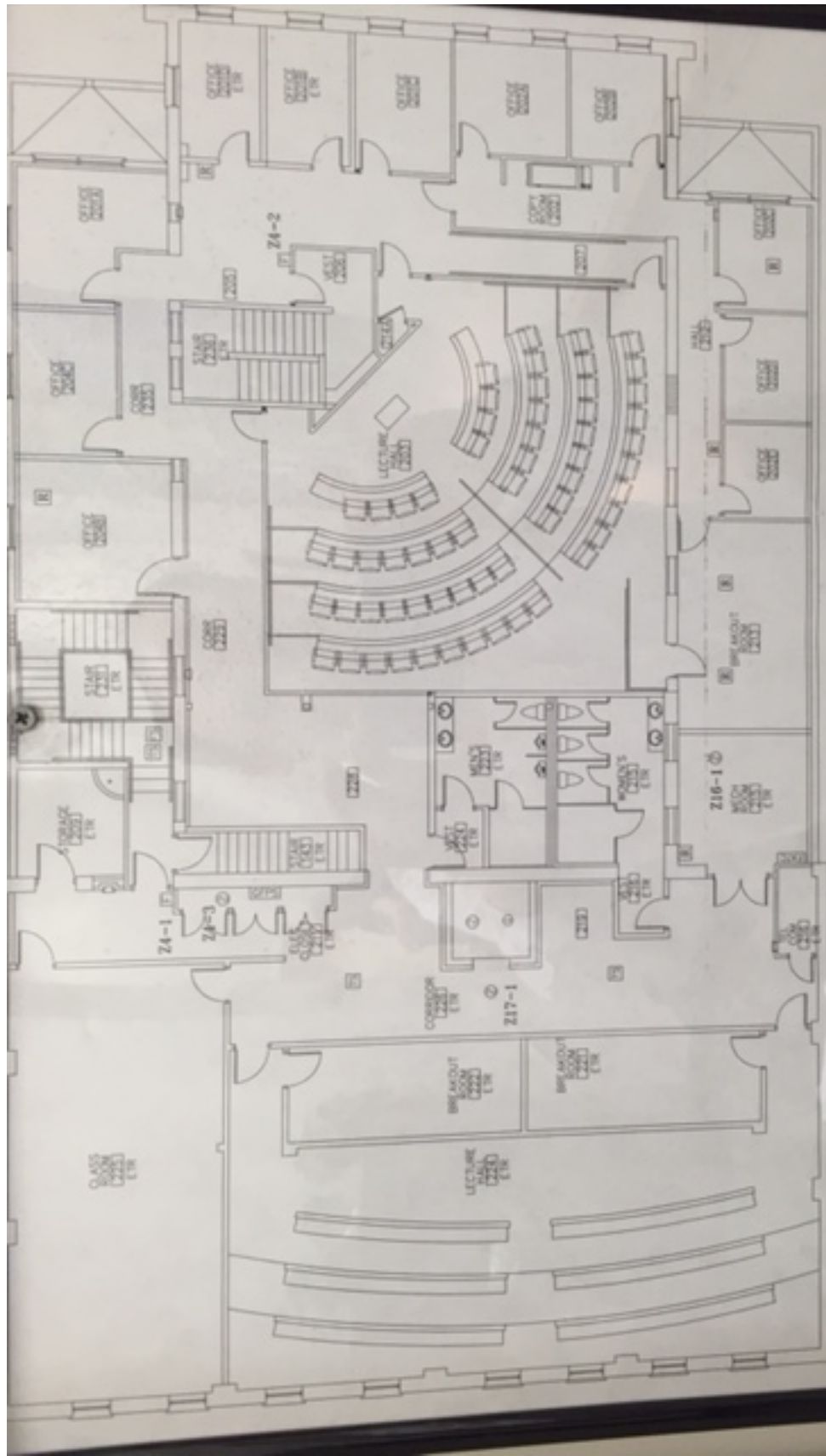
10. I wanted to get some clarifications on the 4:00 p.m. prep time clean for the CEM building? How many cleaners would you require for the clean. Also are there specific areas that would need attention more than others?

CEM does not have any 4:00pm prep time requirements. (Please refer to top of this question and answer form for clarification on hours of service)

EDC does have a 4:00pm to 5:00pm cleaning requirement. The requirements are to have the facility in a presentable manner for evening classes that begin at 6:00pm. High concentration on the restrooms, common areas and classrooms.

Executive Development Center





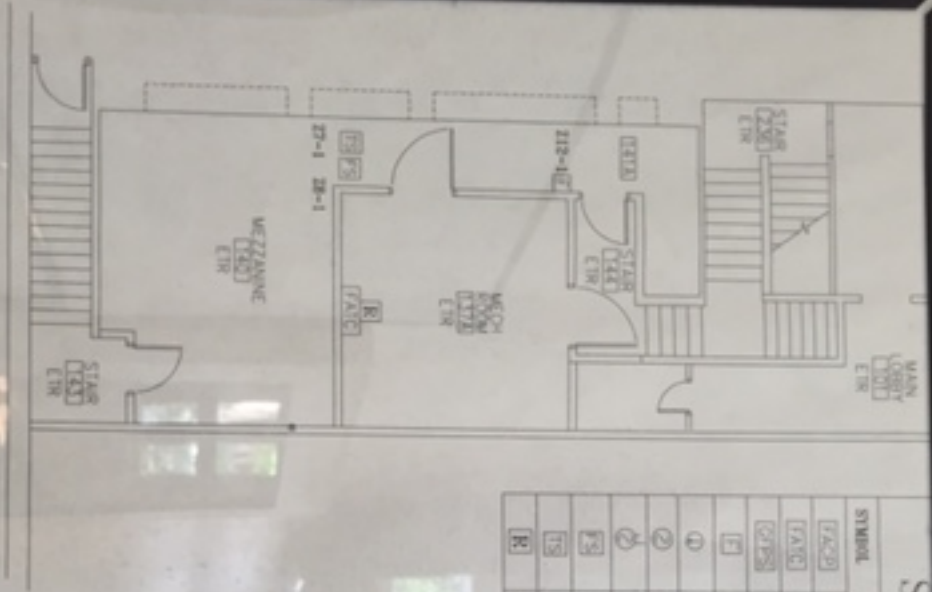
SECOND FLOOR PLAN

UCF DOWNTOWN EDC CLASSROOM
 36 WEST PINE STREET
 ORLANDO, FLORIDA

INSTALLED AND SERVICED BY
 FLORIDA FIRE & SOUND, INC.
 837 THURMON COURT, ORLANDO FLORIDA 32803
 TEL. 407. 265. 5812 FAX 407. 267. 5852

SYMBOL LEGEND

SYMBOL	DESCRIPTION
FC-2	FIRE CONTROL PANEL
FA-C	FIRE ALARM TYPING CABINET
ST-2	STAIR NOTIF. APPL. CIRCUIT PANEL
FA	FEEL ACTION PULL STATION, 1X/0
1	HEAT DETECTOR/BASE 125
2	SMOKE DETECTOR/BASE
3	HEAT DETECTOR BUILT IN SENSOR
4	MONITOR MODULE FOR FLOW SWITCH
5	MONITOR MODULE FOR TAMPER SWITCH
R	CONTROL DELAY



Center for Emerging Media

