

CONTRACTUAL AGREEMENT

For

INVITATION TO NEGOTIATE (ITN) # 2022-16MCSA

ENTITLED: DISASTER RECOVERY OPERATIONS

Between

THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES AND ROYAL PLUS,
INC.

This Agreement is entered into and effective as of the date of the last signature hereto, by and between The University of Central Florida Board of Trustees (“University” or “UCF”) and Royal Plus, Inc. (“Contractor”). The parties agree as follows:

1. **ACKNOWLEDGMENT.** The Contractor acknowledges that:
 - A. The University is a public entity of the State of Florida;
 - B. The University is exempt from federal and Florida taxes;
 - C. Except for its employees acting within the course and scope of their employment, UCF shall not indemnify any entity or person and, then, such indemnification is limited to the express terms of §768.28, Florida Statutes. The University of Central Florida is self-insured to the extent of its liability under law, and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, UCF’s liability and indemnification obligations in this Agreement shall be effective only to the extent expressly required by §768.28, Florida Statutes. Any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.
2. **DESCRIPTION OF SERVICES.** The Contractor will provide **water extraction and remediation of mold damage services**. Goods/services shall be provided in accordance with UCF’s Invitation to Negotiate **Number 2022-16MCSA** and the Contractor’s Offer in response thereto, both of which are incorporated by reference and the terms of this Agreement. The Contractor is an independent contractor pursuant to Florida law and assumes full responsibility for completion of the services/delivery of the goods, as described in detail in Attachment “B” to this Agreement, which is incorporated herein for all purposes. Such services/goods shall be rendered/delivered in accordance with the schedule and for the amounts set forth in Attachment “A”.
3. **CONTRACT TERM.** The Contractor shall commence performance of the terms of this Agreement on October 15, 2023, and shall end his/her performance of this Agreement on June 30, 2028. The University may renew/extend this Agreement, as mutually agreed to by both parties. Total renewals shall not exceed 5 years or twice the length of the original term, whichever is longer. An extension may not exceed 12 months or until completion of the competitive solicitation and award or protest, whichever is longer.
4. **PAYMENT.**

- A. The University shall have sufficient time (as determined by the University) after its actual receipt of ordered goods or services to inspect and approve/disapprove the goods and/or services. It is the policy of the University that invoices on goods and/or services that have been received, inspected and approved by the University will generally be paid within thirty (30) days of the University's receipt, inspection and approval thereof. Until the University receives a properly completed invoice, the payment process will not begin.
 - B. Advance payment for goods and services shall not be made except in accordance with applicable Florida law.
 - C. The University shall not be bound to any prepayment penalty clauses.
 - D. Bills for approved travel expenses shall be submitted in accordance with §112.061, Florida Statutes. The University may establish rates not to exceed the maximum allowed as provided in §112.061, Florida Statutes. The University reserves the right not to pay travel expenses unless the University approves such expenses in advance, in writing. The University has the right to make travel arrangements for the Contractor.
 - E. Bills for fees or other compensation for services or expenses shall be submitted in sufficient detail with supporting documentation sufficient for pre-audit and post-audit.
- 5. **CONTRACTOR OMBUDSMAN STATEMENT.** The University has established a Contractor Ombudsman who acts as an advocate for contractors who may be experiencing problems in obtaining timely payment(s). The Contractor Ombudsman may be contacted at (407) 882-1082.
- 6. **ANNUAL APPROPRIATION.** The University's performance and obligations under this Agreement are subject to and contingent upon annual appropriations by the Florida Legislature and other funding sources.
- 7. **ASSIGNMENTS.** Under no circumstances shall the Contractor assign to a third party any right or obligation of the Contractor pursuant to this Agreement without prior written consent of the University. If the Contractor is, or during the term of this Agreement becomes, an individual on the payroll of the State of Florida, the Contractor represents that he or she has complied with all applicable provisions in the Florida Statutes and Florida Administrative Code regarding outside or dual employment and compensation.
- 8. **BILLING.** The University shall only submit payment to the Contractor if the Contractor has provided the University with approved invoices. Mere statements in lieu of approved invoices will not be accepted by the University. All invoices must specifically describe the services and/or goods provided, the dates and hours that the services were rendered and/or goods delivered and the fee charged. The Contractor shall deliver the invoices to UCF's Division of Finance, unless the Contractor has been otherwise instructed by the University. The Contractor must display the applicable purchase order number on the face of each of the Contractor's invoices to the University. The University will not be responsible for any goods or services delivered without a properly completed University purchase order or

other order provided in writing by a duly authorized University signatory or designee. If the Contractor's invoice lists any freight or cartage charges, such invoice must attach all of the Contractor's receipted transportation bills.

9. **CANCELLATION/TERMINATION.** This Agreement may be unilaterally cancelled by UCF for refusal by the Contractor to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes and made or received by the Contractor in conjunction with this Agreement. UCF also may terminate this Agreement without cause on thirty (30) days' advanced written notice to the Contractor. The parties to this Agreement may terminate the Agreement at any time by mutually consenting in writing. Either party may terminate this Agreement immediately for breach by the other that remains substantially uncured after thirty (30) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party. The University shall be liable only for payment for services satisfactorily rendered/goods satisfactorily delivered and accepted from the date of commencement until the effective date of cancellation/termination.
10. **COMPLIANCE.** 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.
11. **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 this Agreement. The parties agree that no technology, related data or information will be exchanged or disseminated under this Agreement nor any collaborations conducted pursuant to this Agreement that are export controlled pursuant to the export control laws of the United States, including the EAR, ITAR, and any other applicable regulations. The Parties agree that the Contractor 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 this Agreement will be in the exclusive possession of the Contractor, 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 this Agreement. If the Contractor wishes to disclose export-controlled technology or technical data to the University, the Contractor 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 Contractor 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 this Agreement. The Contractor understands and agrees that to the

extent the Contractor'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.

12. **CONFLICTS OF INTEREST.** Acceptance of this Agreement shall certify that the Contractor 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 Contractor 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 Contractor shall be grounds for cancellation of this Agreement.
13. **DELIVERY.** Delivery is to be made to the "Ship To" location shown on the face of this purchase order. When delivery is specified to a location other than the University's Central Receiving Department, the Contractor 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, or University holidays or closures. Indicated on the face of this purchase order is the "Delivery Desired By" date; failure to make delivery by or before "Delivery Desired By" constitutes cause for cancellation of this Agreement by the University. 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"x 48" pallet. The Contractor 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 this purchase order.
14. **EMPLOYMENT OF ALIENS.** The Contractor's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Agreement by the University.
15. **FORCE MAJEURE.** No default, delay or failure to perform on the part of UCF shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond UCF's reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, pandemics, wars, embargoes, fire, earthquakes, acts of God, or default of common carrier. In the event of such default, delay or failure to perform due to causes beyond UCF's reasonable control, any dates or times by which UCF is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of UCF.
16. **GOVERNING LAW AND VENUE.** This Agreement and any attachments and addenda hereto are subject to and governed by Florida law. Venue for any action arising hereunder

shall be in Orange County, Florida. The University is entitled to the benefits of sovereign immunity, including immunities from taxation.

17. **HEADINGS.** Headings have been included in this Agreement for convenience only and shall not affect the interpretation of any terms found herein.
18. **INDEMNIFICATION.** The Contractor shall hold the University of Central Florida 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 the Contractor, its employees, its agents or of others under the Contractor's control and supervision. If any part of a delivery to the University pursuant to this Agreement is protected by any patent, copyright, trademark, other intellectual property right or other right, the Contractor also shall indemnify and hold harmless the University of Central Florida 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.
19. **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.
20. **NO JOINT VENTURE.** Nothing contained in this Agreement shall be construed to create a joint venture, partnership, or other like relationship between the parties.
21. **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 the Contractor contrary to AGO 79-72 and AGO 80-9 is null and void. Limitations of remedies provisions, which are unconscionable under applicable Florida law, are void.
22. **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 this Agreement.
23. **NON-PERFORMANCE.** Neither party shall be required to perform under this Agreement or any attachments or addenda hereto executed by the University's duly authorized signatory when such performance is delayed or prevented by any cause beyond the party's or parties' control. This Agreement and any attachments and addenda hereto executed by

the University's duly authorized signatory may not be altered, amended or assigned without the prior written agreement of all the parties.

24. **NOTICES.** Any written notices between the parties shall be sent by certified mail to the following addresses, or other addresses of which the parties shall have notified each other.

For UCF: Procurement Services For Contractor: Royal Plus, Inc.

12424 Research Pkwy
Ste 355
Orlando, FL 32826
procurement@ucf.edu

1150 Belle Ave.
Winter Springs, FL 32708
mallred@royalplus.com

25. **PARKING.** The Contractor shall ensure that all vehicles parked on campus for purposes relating to work resulting from this Agreement shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with University's Parking Services Department, and parking permits must be purchased by the Contractor. The Contractor's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of the University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of Contractor or Contractor's employees. UCF's Parking Services Department can be contacted at (407) 823-5812 for additional information pertaining to parking and parking fees/rates.

26. **WORK FOR HIRE.** Any work specifically created for the University under this Agreement by the Contractor or anyone working on behalf of the Contractor (the term Contractor 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 Contractor who created, produced, developed or fabricated the Materials hereunder assigns all of his/her right, title and interest in the Materials to the University. The University shall own all right, title and interest in the Materials. The Contractor 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 Contractor 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 Contractor's expense, any Materials which the University deems to be unsatisfactory. On or before completion of the Contractor's services hereunder, the Contractor 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 Contractor hereby represents and warrants that (a) all applicable laws, rules and regulations have been

complied with, (b) the Contractor is free and has full right to enter into this Agreement and perform all of its obligations hereunder, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments. The Contractor agrees to indemnify and hold harmless the University of Central Florida Board of Trustees and those acting for or on its behalf, 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 Contractor, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of the Contractor's agreements or representations and warranties herein.

27. PUBLIC RECORDS, CONTRACT FOR SERVICES: COMPLIANCE WITH SECTION 119.0701, F.S.

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 the Contractor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the 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), 60-741.5(a), and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements. 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, sexual orientation, gender, identity, 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, sexual orientation, gender identity, national origin, protected veteran status, or physical or mental disability.

28. **RECORDS.** The Contractor 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 this Agreement. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under this Agreement. The University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of this Agreement, upon reasonable notice to the Contractor.
29. **TAXES.** The University shall not pay any intangible taxes, property taxes or sales taxes.
30. **VIETNAM ERA VETERANS READJUSTMENT ACT OF 1974.** The University and the Contractor must comply with all applicable provisions of: (i) §402:60-250.4 of the Vietnam Era Veterans Readjustment Act of 1974; (ii) §503:60-741.4 of the Rehabilitation Act of 1973; (iii) Executive Order 11246, as amended; and (iv) the rules, regulations, and relevant orders of the U.S. Secretary of Labor.
31. **EQUAL OPPORTUNITY.** This Contractor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a), and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting

requirements. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, national origin, protected veteran status, or physical or mental disability.

32. **SEVERABILITY.** This Agreement is severable such that should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable.
33. **WAIVER/REMEDIES.** No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, 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 this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.
34. **CONTRACTOR INSURANCE.** All insurance shall be procured from companies authorized to do business in the State of Florida, with a minimum of A.M. Best rating of A, or equivalent. Proof of coverage shall be provided by submitting to the University's Risk Management Office a certificate or certificates, evidencing the existence thereof or insurance binders and shall be delivered within fifteen (15) days of the tentative award date of the Agreement. In the event a binder is delivered, it shall be replaced within thirty (30) days by a certificate in lieu thereto. A renewal certificate shall be delivered to the University's Risk Management Office at least thirty (30) days prior to the expiration date of each expiring policy.
1. The University, at its sole discretion, has the right to deviate from any of the insurance requirements herein. If the University decides to deviate from the insurance requirements stated herein, the University will inform the Contractor in writing.
 2. **General Liability:** The Contractor shall provide a Certificate of Insurance evidencing Commercial General Liability insurance coverage in force with minimum limits of \$1,000,000 (ONE MILLION DOLLARS) per Occurrence and \$2,000,000 (TWO MILLION DOLLARS) Aggregate. Upon acceptance and confirmation of coverage by the University and before beginning work, and at all times during the term of this Agreement, Contractor will maintain said General Liability insurance in force and shall provide the University with a Certificate of Insurance and Additional Insured Endorsement listing the University of Central Florida Board of Trustees as

“Additional Insured.” The Certificate will provide a minimum 30 days advanced notice to in the event of cancellation.

3. **Auto Liability:** If the Contractor operates a vehicle on campus for commercial use in the performance of this Agreement (i.e. deliveries, transport of employees, etc.), the Contractor shall provide a Certificate of Insurance evidencing Auto Liability insurance with minimum \$1,000,000 (ONE MILLION DOLLARS) per Accident Combined Single Limit for Bodily Injury and Property Damage. Upon acceptance and confirmation of coverage by the University and before beginning work, and at all times during the term of this Agreement , the Contractor will maintain said Auto Liability insurance in force and provide University with a Certificate of Insurance listing the University of Central Florida Board of Trustees as “Additional Insured.” The Certificate will provide a minimum 30 days advanced notice to the University in the event of cancellation.
4. **Workers’ Compensation:** The Contractor shall provide a Certificate of Insurance evidencing Workers’ Compensation coverage consistent with Florida Statute and Employer’s liability no less than \$500,000 (FIVE HUNDRED THOUSAND DOLLARS) for Bodily Injury by accident, each accident, Bodily Injury by disease, each employee, and policy limit. Upon acceptance and confirmation of coverage by the University and before beginning work, and at all times during the term of this Agreement , the Contractor will maintain said Workers’ Compensation and Employer’s Liability insurance in force and provide the University with a current Certificate of Insurance. The Certificate will provide a minimum 30 days advanced notice to the University in the event of cancellation.
5. **Certificates of Insurance:** The University of Central Florida Board of Trustees is to be listed as Additional Insured on all Certificates issued. Contractor shall send a copy of his/her Certificate of Insurance along with accompanying Additional Insured Endorsements naming the University of Central Florida Board of Trustees to the following address:

Email: RiskManagement@ucf.edu

35. **AMENDMENTS.** No changes or amendments to this Agreement are binding on the University unless made in legible writing that is reviewed and approved by an attorney in the University’s General Counsel’s Office and an authorized UCF signatory. The Contractor shall return this Agreement to the University’s Procurement Services Department at once with a written explanation if it is not acceptable in its entirety.
36. **USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES.** At the option of the Contractor, the use of the Agreement resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties and cities. Each governmental agency allowed by the Contractor to use this Agreement 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.

37. **SECURE HANDLING OF UCF DATA.** The University requires Contractors and other third parties to review, accept, and integrate secure data handling requirements as part of any contract, agreement, or Service Level Agreement (“SLA”) that involves the storage, transmission, processing, or collection of UCF data, or access to UCF data, by the Contractor. Additional agreements may be required depending on the data involved. This Agreement is intended to ensure that UCF’s security and compliance requirements are outlined and followed by the Contractor. Visit <http://www.Infosec.ucf.edu/vrm> for additional information.
38. **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.
39. **CONTACT WITH MINOR CHILDREN.** To the extent that the Contractor has or will have any contact with minor children, the Contractor hereby guarantees that the Contractor and/or anyone acting on the Contractor’s behalf (including, but not limited to the Contractor’s employees, agents, subcontractors, etc.) has undergone/passed a Level II (two) background check with the State of Florida and hereby certifies that none of the Contractor’s employees, agents, subcontractors and/or anyone else acting on the Contractor’s behalf has any disqualifying offenses, including, but not limited to those listed in Section 435.04, Florida Statutes.
40. **REPORTING OF CHILD ABUSE.** To the extent that the Contractor has or will have any contact with minor children, the Contractor hereby expressly agrees to instruct its employees, agents, subcontractors and/or anyone else acting on the Contractor’s behalf to report to the University of Central Florida police any instance of child abuse, abandonment, or neglect witnessed or learned about that occurred on University of Central Florida property or during an event or function sponsored by the University of Central Florida.
41. **REVISED QUANTITIES.** The University reserves the right to increase or decrease total quantities as necessary. The University may place additional orders for the same or modified scope of the commodities/services solicited under this ITB/ITN within 180 days after expiration of the contract resulting from this ITB/ITN. Total additional quantities/modified scope, if any, are unknown.
42. **E-VERIFY.** To the extent that Contractor meets the definition of “Contractor” or “Subcontractor” under Section 448.095, Florida Statutes, Contractor agrees that it and any Subcontractors it utilizes under this agreement are registered with and use the E-Verify system as required by Section 448.095, Florida Statutes.
43. **ATTACHMENTS AND ENTIRE AGREEMENT.** This Agreement and any attachments and/or addenda hereto that are executed by the University’s duly authorized signatory constitute the entire and exclusive agreement between the parties. Attachments

and/or addenda may include, but are not limited to, the University's ITB/ITN, if any, including all the University's ITB/ITN specifications, and the Contractor's ITB/ITN response, if applicable. In the event of any conflict or inconsistency between this Agreement and the provisions of attached documents, the order of priority is:

- A. This Agreement;
- B. The University's ITB/ITN and ITB/ITN specifications, if any;
- C. The Contractor's ITB/ITN response; and
- D. Any other attached documents signed by the University's official signatory at the time the Agreement is executed.

UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES **ROYAL PLUS, INC**

Signature: Gerald L. Hector Signature: 

Date: Signed: Tuesday, November 7, 2023 Date: 11/01/2023

Printed: **GERALD HECTOR** Printed: Michael Allred

Title: **SR VP & CFO** Title: Director of CAT

ATTACHMENT "A" PRICE SCHEDULE

In accordance with ITN# 2022-16MCSA and vendors response.

Table E. Water Mitigation Pricing Sheet

The selected contractor will be prepared to respond in a timely manner as specified in the SOW (see Scope of Work) and perform the necessary tasks to do the work involved in response to a single incident event, whether natural or manmade. Contractor must fill in each field, using "N/A" where appropriate.

DEHUMIDIFICATION EQUIPMENT	# Units	Daily Rate Per Unit
Dehumidification Unit - D 1200	1	\$80.00
Dehumidification Unit - LGR 2000	1	\$125.00
Dehumidification Unit - 300 cfm	1	\$175.00
DESICCANT DRYING		
Dehumidification Unit - 500/600 cfm	1	\$745.00
Dehumidification Unit - 2000/2250 cfm	1	\$1,335.00
Dehumidification Unit - 3500 cfm	1	\$1,565.00
Dehumidification Unit - 4500/5000 cfm	1	\$1,665.00
Dehumidification Unit - 9000/10000 cfm	1	\$2,675.00
Dehumidification Unit, gas fired - 2000/2250 cfm	1	\$1,335.00
Dehumidification Unit, gas fired - 4500/5000 cfm	1	\$1,665.00
Dehumidification Unit, gas fired - 9000/10000 cfm	1	\$2,675.00
EQUIPMENT DESCRIPTION		
DX Unit - 20/25 ton	1	\$1,200.00
DX Unit - 60 ton	1	\$1,596.00
Air compressor, electric	1	\$50.00
Air compressor, tow behind	1	\$175.00
Air compressor, gas	1	\$225.00
Air movers (Blowers)	1	\$32.00
Pump, Sump	1	\$38.00
Washer, high pressure (cold)	1	\$90.00
Drying unit (blower)	1	\$63.00
Large Air Scrubber	1	\$125.00
Small Air Scrubber	1	\$75.00

Wall Injection System	1	\$90.00
Large Negative Air Machine	1	\$125.00
Large Extraction Unit	1	\$140.00
Small Extraction Unit	1	\$105.00
Truck Mount Carpet Extractor	1	\$375.00
Portable Generators, trailer mounted, 28KW (+/-)	1	\$535.00
OPERATIONS		Cost
Water Extraction		\$0.44 / Square Foot
Fogging of Mildicide		\$0.24 / Square Foot
Containment Setup/Breakdown < 1,000 ft ²		\$1.12 / Square Foot
Containment Setup/Breakdown > 1,000 ft ²		\$1.02 / Square Foot
Materials removal (damaged, waste, etc.)		\$3.75 / Square Foot
Vinyl/Carpet Base removal		\$1.39 / Linear Foot
Wood Base Removal		\$0.59 / Linear Foot
MATERIAL MARKUP RATE		30 %
Documented Material Cost + Markup Rate %		30 %

Table F. PRICING TABLE for SPECIALIZED RESTORATION SERVICES and EQUIPMENT

Universities are unique settings with many areas that may require specialized equipment beyond the routine in order to halt destruction to areas such as libraries and research spaces. Contractor(s) may be selected specifically for the recovery of documents, including records, library books, archived documents, art work, etc., and must have access to restoration facilities. The selected vendor must be able to respond immediately to any event or manmade at any University campus location. Contractor must fill in each field, using “N/A” where appropriate.

RESTORATION OPERATIONS	# Units	Rate per Day	Rate per Week
Trailer/Portable Freezer	N/A	N/A	N/A
Refrigeration Truck	N/A	N/A	N/A
Pack-out containers, various sizes	N/A	N/A	N/A
Moisture Extraction Vacuum Freeze Drying Container	N/A	N/A	N/A
Restoration Specialist for Removal of Damaged Materials	1	Cost/hour \$58.00	N/A
Fuel, moving damaged materials to/from Restoration Facility	1	Cost/mile \$0.85	N/A
SUBTOTAL – Restoration Equipment			\$19,079.00
		Rate per FT³	
Cost per cubic foot for freeze drying documents, general	N/A	N/A	N/A
Cost per cubic foot for freeze drying documents, special	N/A	N/A	N/A

Requirements: **Specialized Restoration Services and Equipment** are geared towards the restoration of documents such as library books, manuscripts, blue prints, etc., and it is critical that interested Contractors have the ability to handle this process from beginning to final restoration and delivery of materials to allow the University to resume normal operations. Each bidder will answer the following questions by circling Yes or No for each question. This information will be used in consideration of

ID	Title	Title Appr	Hourly Rate	LodgingAllowance	SortValue	Benefits
1	Project Consultant	PCSLT	140.00	1.00	1	0.00
2	Project Coordinator	PCOORD	125.00	1.00	2	0.00
3	Project Manager	PM	95.00	1.00	3	0.00
4	Assistant Project Manager	APM	75.00	1.00	4	0.00
5	Senior Project Manager	SPM	115.00	1.00	5	0.00
6	Restoration Supervisor	RS	58.00	1.00	6	0.00
7	Electronic Restoration Supervisor	ERSUPV	80.00	1.00	7	0.00
8	Bio-Hazard Supervisor	BHS	75.00	1.00	8	0.00
9	Construction Foreman	CFORE	72.00	1.00	9	0.00
10	Health & Safety Officer	HSO	80.00	1.00	10	0.00
11	Logistic/Supply Coordinator	LGSPLY	65.00	1.00	11	0.00
12	Administrator	ADMIN	38.50	1.00	12	0.00
13	Project Auditor	PA	65.00	1.00	13	0.00
14	Project Clerk	PC	62.50	1.00	14	0.00
15	Restoration Tech	RT	48.00	1.00	15	0.00
16	Bio-Hazard Technician	BHT	60.00	1.00	16	0.00
17	Mold Supervisor	MS	72.00	1.00	17	0.00
18	Mold Technician	MT	56.00	1.00	18	0.00
19	Electronic Restoration Technician	ERT	60.00	1.00	19	0.00
20	Dry Technician	DRYTECH	65.00	1.00	20	0.00
21	Desiccant Technician	DESTECH	80.00	1.00	21	0.00
22	Skilled Labor	SKLBR	45.00	1.00	22	0.00
23	General Labor	GL	32.50	1.00	23	0.00
24	Carpenter Journeyman	CARP	72.00	1.00	24	0.00
25	Carpenter Labor	CARPLBR	48.00	1.00	25	0.00
26	Painter	PNT	65.00	1.00	26	0.00
27	Drywall Install/Finish	DRYWALL	68.00	1.00	27	0.00
28	Insulation	INS	60.00	1.00	28	0.00
29	Equipment Operator	EQUIP	68.00	1.00	29	0.00
30	CDL Driver	CDL	55.00	1.00	30	0.00

ATTACHMENT "B" SCOPE OF SERVICES

In accordance with ITN# 2022-16MCSA and vendor response

Technical Specifications / Scope of Services

1. General

The University is seeking a qualified Contractor capable of performing the work outlined herein per the Unit Prices bid on the Water Mitigation Pricing Sheets and the following specifications, procedures and protocols to complete Water Extraction, Remediation of Water Damage, Document and Materials restoration, and Mold Impact jobs in various University facilities. To be considered for award all ITN items on the Water Mitigation Pricing Sheets must be completed. University facilities include those that have received damage from manmade and natural events. This work may be authorized on an emergency basis and as such the Contractor shall be available to work twenty-four (24) hours a day seven (7) days a week. The awarded Contractor shall be required to submit a written proposal for each job when assigned by the University. The proposal shall be based on unit item pricing, quantity, labor classification and hours per labor classification, materials and equipment rental. Lump sum estimates for work will not be accepted. Proposal shall include an estimated date and time of completion and shall remain firm for ninety (90) days. All job proposal, estimates and proposal preparation shall be provided at no cost to the University.

The Water Extraction and Remediation of Water Damage and Mold Impact work related to hurricane events requires very specific documentation of the existing damaged condition prior to Water Extraction and Remediation of Water Damage, Mold Impact, and specific documentation of materials, quantities and labor required to achieve the remediation. This shall include photographic documentation prior to and after remediation.

The Contractor will also provide equipment and personnel that will respond to the initial request for service concerning Document and Materials restoration, make recommendations as to the staging of equipment, removal of materials including inventory of damaged materials, freeze drying, packing, cleaning, restoration, shipping, etc. All tracking, inventory, work orders, etc., will be maintained by a Data Manager for the Contractor in conjunction with the appropriate designated University official. This work is beyond the immediate response work, and requires the selected contractor(s) to be a recognized provider of services familiar with restoration processes, including the equipment and the personnel required to expertly perform the restoration process. Contractor will provide references along with equipment inventory and availability, showing experience with this type of project.

The Contractor will be obligated to perform the work of any one, any combination, or all of the work items stated on the Water Mitigation Pricing Sheets with compensation based on actual quantities of work provided multiplied by the proposed unit price for each work item, labor item or rental item. The University reserves the right to increase or decrease the quantity of any item listed on the Unit Pricing form. The intention of this contract is to select a Contractor who is capable of performing all of the work required at any specific site at such times as the University determines.

Many University facilities are considered secure facilities. When work is required at these facilities standard security measures require that all contracted employees must be escorted and monitored by University personnel. Access to some areas may require completion of a background check acceptable to the University.

B. Codes and Permits

1. The Contractor shall be responsible for meeting all local fire and building codes and for obtaining any necessary permits. The contractor shall be responsible for any and all fees that pertain to the work as required by the University and any authority having jurisdiction.

2. The Contractor must be familiar with all applicable Federal, State, County, University and Local laws, Regulations or codes and be governed accordingly as they will apply to these projects and the actions or operations of those engaged in the work or concerning materials used. Contractor shall ask for and receive any required inspections.

3. All construction and design documents will be produced in accordance with all national, state, and local codes and standards. The Contractor will be responsible for ensuring all installations meet applicable building ordinances and electrical codes. Contractor is to obtain all necessary construction and building permits, licenses and any other approvals that may be necessary.

4. Permit Fees will be reimbursed at actual cost. Contractor to include Permit fee invoices with Pay request

5. Obtain all permits and pay all fees required by any governmental agency having jurisdiction over the work. Arrange all inspections required by these agencies. On completion of the work, furnish satisfactory evidence to the University that the work is acceptable to the regulatory authorities having jurisdiction.

C. Services

1. Services to be performed under this ITN include those services that would normally be required for Water Extraction, Remediation of Water Damage, Document and Materials restoration, and Mold Impact to various University facilities. Unit prices shall be all-inclusive for the work and shall include all labor, materials, equipment and incidentals to perform the work. Unit prices shall include all disposal fees.

2. Unit prices shall apply to regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays.

3. Compensation shall be based on actual hours and quantities of work performed.

4. HVAC System work is based on all labor, materials, equipment and incidentals to clean and sanitize the Registers, Duct Work, Coils and Blowers.

5. Services shall be available twenty-four (24) hours a day, seven (7) days a week. All hourly labor costs shall be pro-rated into quarter hours. Only time on job-site shall be invoiced. Travel time will be at the Contractor's expense.

6. If work is of a nature that it is not covered under the unit price then a proposal using the contract labor cost, material cost and equipment rental cost will be developed.

7. If work requires engineered documents, then the University will reimburse at cost. Contractor shall supply the University with all original engineered documents.

E. Execution of Work

1. Any omission of a detailed description concerning any item in these specifications shall be regarded as meaning that only the best commercial practices are to be used (i.e. consensus standards, trade association standards, etc.).

2. University Contract Administrator or designee and Contractor will visit each site and develop a Work Scope for that site. Actual quantities and type of work will be verified and agreed upon by both parties.

3. Using the scope of work, the Contractor will provide the University a proposal to perform the work utilizing the contracted Unit Prices, labor hourly rates and material/rental equipment rates, based quantities agree to on field visits. The Contractor will also provide on the proposal a schedule for performing the work. The University Contract Administrator or designee will authorize the Contractor to perform the work based on the cost and schedule in the proposal. Such authorization may include work in multiple facilities.

1. Contractor will provide the proposal broken down into work items and quantities for each work item. University will approve partial payment for completion of a work item at a site, but not for partial completion of a work item.

2. All services shall be performed during regular working hours, Monday through Friday, except for Holidays, unless requested and scheduled by the Contract Administrator or designee. Work may continue past a normal eight-hour work, shift if prior University approval has been obtained. University will provide access to work site during appropriate business hours.

3. The building premises may need to be occupied for conduct of normal operations during the entire work period. Contractor shall cooperate with the Contract Administrator or designee in scheduling work to minimize conflict and to facilitate building usage.

4. No office/space shall be rendered inoperable without the specific prior authorization of the University Contract Administrator on the day on which the Contractor desires access to the site.

5. Contractor shall always have alternate plans for any given day's work such that if the site is unavailable, Contractor personnel can perform other work for the day.

6. Contractor shall take these operational needs into account when determining the contract price. The University will not pay for delays caused by the need to maintain proper operation of the facilities.

7. Upon completion of the work, the contractor shall remove all tools, equipment, and all rubbish and debris from the premises and shall leave the premises clean and neat to the satisfaction of the University. Contractors will work with each University recycling program to recycle construction and demolition debris according to individual University guidelines. This must be done as each work operation is completed in a given area and at the time of total job completion prior to final system acceptance.

8. All drawings shall become the property of the University and shall be submitted to the University Contract Administrator or designee at the conclusion of work at a site.

9. The mobilization charge may only be charged once per service call, even if the Contractor must leave the job site and return another time to complete the job.

10. Contractor's performance and timely response to service calls shall be carefully monitored by the Contract Administrator or Designee. Failure to adhere to the required on-site response time three (3) times, regardless of University location, shall be sufficient reason to cancel the contract.

11. Contractor shall take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.

12. All employees of the Contractor and its sub-contractors shall be considered to be, at all times, the sole employees of the Contractor under its sole discretion and not an employee or agent of the University. The University may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on University property is not in the best interest of the University.

13. Contractor's on-site supervisor, at any University facility, must be able to communicate any and all requirements effectively with University personnel.

14. Contractor shall be responsible for all necessary measurements and for the accurate fitting of all work. The contractor shall be responsible for any damage to the facility or any equipment inside as a result of work pursuant to this contract. Any such damage will be repaired by the Contractor at their expense and to the satisfaction of the University.

15. Contractor shall be responsible for maintaining a clean work site, to remove debris, and to dispose of it properly at the Contractor's expense. Contractor will be responsible for disposal of hazardous waste materials that may be a result of maintenance or repair work performed at Contractor's expense. Whenever disposing of hazardous material, the Contractor shall contact the University's Environmental Health & Safety department for proper disposal instructions. The requirement shall be solely the Contractor's responsibility. Contractor shall keep the University Contract Administrator informed.

16. Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. Personnel skilled in their respective disciplines of work shall execute all work.

F. Qualifications/Requirements for Mold Remediation

1. Contractor and Contractor's project supervisor shall possess the appropriate mold remediation contractor's license, the required skills as described below, and have at least 5 years of field experience with a minimum of ten (10) projects of similar scope of services and possess at least one of the following certifications from the American Indoor Air Quality Council (AIAQC):

- a. CMRS Council-certified Microbial Remediation Supervisor
- b. CMC Council-certified Microbial Consultant
- c. CIE Council-certified Indoor Environmentalist
- d. CIEC Council-certified Indoor Environmental Consultant

2. Supervisor's staff must have at least 2 years of field experience with a minimum of five (5) projects of similar scope of services or possess at least one of the following number of job certifications from the American Indoor Air Quality Council (AIAQC) or Institute of Inspection, Cleaning and Restoration Certification (IICRC):

- e. AIAQC CMR Council-certified Microbial Remediator
- f. AIAQC CIE Council-certified Indoor Environmentalist
- g. AIAQC CMI Council-certified Microbial Investigator
- h. IICRC AMRT Applied Microbial Remediation Technician
- i. IICRC WRT Water Damage Restoration Technician

3. The contractor shall provide a list of employees, upon request, that will perform work on University property. This will include supervisory or staff status, number of years' experience and certifications possessed by each. Proof of certifications shall be provided with the list. List of employees and proof of certifications must be provided prior to award. Contractor's employees will wear company uniforms and possess picture IDs at all times while working on University property.

4. Supervisor Required Skills:

- a. Understand the basic principles of microbial remediation.
- b. Maintain familiarity with the equipment and supplies necessary to conduct a microbial remediation project and with the methods for calibration and operation of such equipment.
- c. Appreciate the safety hazards presented by microbial remediation projects, and follow the procedures and protocols necessary to protect building occupants and remediation workers from such hazards:
 - i. Follow safety regulations concerning mold remediation.
 - ii. Employ safe work practices
 - iii. Use Personal Protective Equipment (PPE) appropriately.
- d. Recognize the legal and liability issues surrounding microbial remediation.
- e. Properly address water damage in the indoor environment:
 - i. Assist University personnel in stopping water incursion upon request by the University.
 - ii. Follow effective loss mitigation procedures after a water incursion.

- iii. Follow completion procedures designed to return the property to a pre-loss condition.
- f. Conduct microbial remediation projects according to appropriate specifications:
 - i. Define the scope of work for a remediation project according to relevant guidelines.
 - ii. Maintain thorough project documentation throughout the remediation process.
- g. Perform structural remediation:
 - i. Design and construct appropriate containment areas and other engineering controls to prevent cross contamination and to protect worker safety and health.
 - ii. Remove and dispose of damaged building materials when appropriate.
 - iii. Employ effective cleaning methods when appropriate.
- h. Perform HVAC remediation:
 - i. Apply relevant guidelines to assess the status of the HVAC system.
 - ii. Evaluate the mechanical condition and adequacy of the HVAC system and recommend necessary adjustments.
 - iii. Employ effective cleaning methods when appropriate.
- i. Perform contents remediation:
 - i. Remove, dispose, or remediate damaged building contents in coordination with University officials.
 - ii. aEmploy effective cleaning, remediation, and restoration methods in coordination with University officials. A proven track record of the contractor's ability to handle damaged materials and restore them will also be required.
- j. Prepare for post-remediation verification:
 - i. Conduct appropriate monitoring activities to verify remediation effectiveness.
 - ii. Apply internal quality control procedures to determine when remediation has been complete.
 - iii. Complete appropriate project documentation.

G. Qualifications/Requirements for HVAC System Cleaning

1. Hold a valid Certificate of Competency for unlimited air conditioning work and/or a State of Florida Air Conditioning Contractors License.

2. Minimum five (5) years' experience in Heating, Ventilation and Air Conditioning (HVAC) work. Provide list of similar projects and contacts.
3. Provide pre and post Quality Control Assurance protocols for the HVAC work prior to start of work.
4. Have a minimum of one (1) Air System Cleaning Specialist (ASCS) certified by NADCA on a full-time basis, or have staff certified by a nationally recognized certification program and organization dedicated to the cleaning of HVAC systems.
5. Supervisor Qualifications: A person certified, as an ASCS by NADCA or maintaining an equivalent certification by a nationally recognized program and organization, shall be responsible for the total work herein specified.
6. Contractor shall provide a list of employees that will perform work on University property, upon request, indicating supervisory or staff status, number of years' experience and certifications possessed by each. Proof of certifications shall be provided with the list. List of employees and proof of certifications must be provided prior to award. Contractor's employees will wear company uniforms and possess picture IDs at all times while working on University property.

H. Response Time

1. After receiving a call from the University, Contractor must respond by phone within thirty (30) minutes and be on site and begin work within two hours. The Contractor must have authorization from the University Contract Administrator or designee prior to beginning work.
2. An immediate assessment of the problem encountered must be communicated to the University within ½ hour of arrival at site. If immediate remediation is not possible, an accurate projection of expected completion time must be relayed to the University.
3. Contractor shall be required to provide an emergency number for immediate contact for 24/7 services.

I. Equipment and Materials

1. Contractor will stock on the services truck all equipment and materials necessary to start services at the time of first response.
2. Material to be used, such as plastic sheeting, plastic bags, filters and chemicals shall be listed separately and invoices provided.
3. Rental of Equipment shall be listed and number of actual days of use.

J. Quality Control

1. The University shall provide all protocols relating to mold remediation service prior to start of work. The University Contract Administrator or designee shall provide protocols and final clearance; unless, at the University's discretion, services of a qualified third-party consultant may be obtained for protocols and final clearance.
2. The Contractor shall establish a complete quality control program to assure the requirements of the Contract are provided as specified. The Contractor's basic quality control program must be provided with the ITN.
3. The quality control program must include a sample log prepared by the Contractor and to be approved by the University that shows the following information:
 - a. Response performance – this would record the time a call for service was received: the time that call was returned and the time of arrival at the site.
 - b. The total elapsed time from receipt of call to arrival at the job site.
 - c. The number of trips to the job site taken to complete each service.
 - d. The number of supervisors and/or laborers required to complete each service.
 - e. The log should also include the number of calls and the type of call to each location.
4. The quality control program should include a written process/improvement plan to correct multiple (greater than 2) visits to one location for similar problems.
5. The program should provide for a written quarterly report detailing observations and process improvement ideas.

6. The Contractor will be required to attend a Pre-Project meeting after Notice to Proceed. The purpose of the meeting will be to review the contract requirements and University procedures. The Contractor's designated supervisor must attend the Pre-Project meeting.

7. Provide competent, qualified, and experienced supervisory personnel.

8. Contractor agrees to utilize only experienced, qualified and responsible personnel in the performance of work.

9. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

10. Clean filters of operating equipment.

11. Clean or restore worksites to original condition.

12. Remove waste, surplus materials, trash/rubbish and construction facilities from the site; dispose of in legal manner; do not burn or bury, all construction and demolition debris will be recycled.

K. Closeout Procedures

1. Prepare submittals that are required by governing or other authorities. Contractor must provide copies to the University's Project Manager and or designee.

2. Notify University Representative when work is considered ready for Final Acceptance.

3. University Representative will review work and determine if work is complete and acceptable. University Representative will produce a final punch list to be submitted to the Contractor. Contractor will correct any items of work listed on that punch list

determined to be deficient. University Representative will authorize by signing punch list when all deficiencies have been corrected.

4. Once University Representative has received and accepted all guarantee certifications, performance affidavits, certifications, permit documents and any other documents required by the Contract Documents, University Representative will then prepare written Certification of Substantial Completion with attached dated punch list that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for final acceptance.

5. When Certification document is finalized and signed by all parties, contractor shall then invoice for work.

TRADE SECRET INFORMATION PURSUANT TO F.S. § 815.045

RPI Methodology of Work Execution During a Large Loss, Catastrophe:

RESPOND – MOBILIZE – ASSESS – INFORM – PLAN– IMPLEMENT-INVOICING

Respond – Phone calls to Royal Plus are answered by a live person 24/7. Contact with UCF will be made within 15 minutes and personnel will be dispatched immediately. Being 15 minutes away from the UCF campus, Royal Plus will make every effort to arrive within one hour. The Royal Plus Project Manager assigned to the job is generally the first to respond with an initial team of Mitigation and Remediation technicians. He or she will immediately begin to assess the damage and forward this information to the CAT Coordinator via the most readily available method such as internet, satellite communication, cell phone, real-time video sharing etc. Executive management then makes decisions regarding supplying additional resources, as necessary. These decisions usually include the dispatching of the Mobile Command Center to the CAT/Large loss site. The Mobile Command Center is a self-contained, state of the art communications center utilizing satellite communications uplinks and computer hardware and software that allows Royal Plus to manage field operations while seamlessly interacting with a host of entities, such as the RPI corporate office, Local, State and Federal authorities, as well as all field teams.

Mobilize - Upon confirmation of project start date, Royal Plus will notify members of the company's CAT Response Construction and Remediation Team. This Team consists of an executive management staff that oversees the Project Managers and Project Administrators. This group conducts an initial analysis of the needed resources and begins dispatching personnel and equipment to the project site. Smaller projects will be handled in a similar manner, by the Office Manager at the nearest RPI location.

Assess – During a catastrophic event, such as a hurricane, assessment meetings are held on an hourly basis for the first 12-24 hours. These meetings are designed to analyze the progress being made in the field and determine the need for additional resources, such as additional manpower, equipment or the request for assistance from our strategic partners. Key personnel work with your staff to assess concerns, determine risks and prioritize the needs of your facility. Specialists within the Royal Plus team may be dispatched to evaluate electrical, mechanical, content, moisture and climate control issues. Evaluations of possible cross contamination issues will be studied and plans of action will be implemented immediately to protect you and your property.

Plan - After the first 12-24 hours, the situation will most likely be contained (the fire is out, the rain has stopped, the storm has passed etc.) allowing Royal Plus and our clients team to form a complete overall analysis and formulate a plan of action for the recovery process. This plan takes into consideration all aspects of the affected area, such as geography, upcoming weather forecast, civil unrest, contract and insurance/billing information for property owners, documentation of the mitigation progress being made by each field team and each piece of equipment on site.

Implementation - Once the plan has been designed and approved by executive management, each senior project manager is given an area of responsibility with a timeline for completion. Progress reports are provided daily and all materially interested parties are copied on communications. On large-scale CAT situations, members of the executive management team, work from the Mobile Command Center, which is equipped with Internet access as well as phone and fax lines. Senior Project Managers are equipped with 2-way radios to communicate directly with the Command Center, along with cellular phones and wireless Internet compatible tablets, or laptop computers. Field team leaders are equipped with 2-way radios and cellular phones, allowing access to e-mail. All Mitigation and Remediation Technicians are equipped with cellular phones. Field administrators work out of the mobile command center and are in constant real time contact with their counterparts via proprietary software, allowing a quicker response time for resources and recovery. Each individual project is assigned a unique identification number and all documentation pertaining to the project is labeled with the same number.

Inform - Royal Plus is committed to protecting our client and delivering informed, media- savvy public relations services based on superior industry knowledge, as well a real understanding of the issues that affect both our clients and their customers/tenants. All of this is done in complete coordination with the client. Our goal is to act as a trusted extension of our client and produce results that directly and positively impact our clients' business objectives.

Invoicing - Detailed project documentation is kept on a daily basis and made readily accessible to our clients, regarding activity on all project sites, as well as information for billing purposes. We work closely with our client's insurance company, or FEMA, to complete the project(s) in a timely manner and finalize all billing information to our client's complete satisfaction.

Process to track billable personnel Project time:

- Each employee fills out a handwritten paper timesheet every day, for each job they work on. The timesheet includes the following information: Job Name, Job Number, Loss Address, Date, Day of the Week, tasks performed that day, Time In, Lunch Break, Dinner Break, Time Out, Employee and Manager Signatures.
- At the end of each day, every employee turns in their timesheet(s) to our onsite Project Command Center, where all administrative duties are performed.
- Administrators in the Project Command Center submit each timesheet to our Corporate Office, every morning, to be entered into QuickBooks for payroll and also into our project Time & Material billing program. The T&M program records all billable data and is used to produce project final invoicing, as well as progressive invoicing, if required by the client.
- The original timesheets are then filed in a binder, for that specific project, and also uploaded into our job tracking program (DASH) to ensure that we always have paper and electronic copies of every timesheet. Equipment and material usage is also documented using the same process.
- In addition to the Timesheet, we use a Crew Sheet. Each employee writes their name on the Crew Sheet, when he/she gets to the job. They also write the time they arrived at the job, their lunch break, the time they leave the job and then they sign the crew sheet.



Owned Equipment List

Name	QTY
AFD- air filtration device 1,001 -1,400 CFM	200
AFD- air filtration device 1,401 -2,000 CFM	800
AFD- air filtration device 500 - 900 CFM	600
AFD- air filtration device 901 - 1,000 CFM	50
AIR-AC/Heating Unit >1 Ton to 2 Tons	20
AIR-AC/Heating Unit >2 Ton to 3 Ton	4
AIR-AC/Heating Unit 10 Ton	8
AIR-AC/Heating Unit 20 -25 ton	2
AIR-AC/Heating Unit 25-40 ton	2
AIR-AC/Heating Unit to 1 ton	4
CART- Demo	40
CLN-Blasting Unit, Argi /Soda & Accessories	2
CLN-Electrostatic Sprayer	20
CLN-Fogger, Thermal	10
CLN-Fogger, ULV	30
CLN-HVAC Cleaning System (portable)	5
CLN-HydroxI Generator, Boss	10
CLN-HydroxI Generator, Boss XL3	20
CLN-Ozone Equipment - Small Unit	2
CLN-Pressure Washer - 1,000 -2,000 PSI Cold	3
CLN-Pressure Washer - 2001-3000 PSI Cold	25
CLN-Pressure Washer - Hot	1
CLN-Spray Bottle W/ Trigger	4
CLN-Vacuum, Backpack HEPA	120
CLN-Vacuum, HEPA-canister 5 -25 gal	60
CLN-Vacuum, Shop (Canister or Wet/Dry)	150
DRY-Air Mover - Axial	1500
DRY-Air Mover Centrifugal	3500
DRY-Dehu Pump Station W/ Hose	20
DRY-Dehumidifiers Refrigerant- (LGR) Large	400
DRY-Dehumidifiers Refrigerant (LGR) X-Large	1200
DRY-Dehumidifiers Refrigerant (LGR) XX-Large	50
DRY-Desiccant- 10,501 to 15,000 CFM	4
DRY-Desiccant- 2,001 to 3,000 CFM	2
DRY-Desiccant- 201 to 500 CFM	40
DRY-Desiccant- 3,001 to 4,500 CFM	8
DRY-Desiccant- 4,501 to 5,000 CFM	10
DRY-Desiccant- 5,001 to 5,500 CFM	10



DRY-Desiccant- 5,501 to 7,000 CFM	
DRY-Flex Duct - rigid - 25 ft	8
DRY-Heat Trailer - Up to 200 kBTU	1
DRY-Heater - 100,000 BTU Indirect Fired	15
DRY-Injection Dry Cavity Unit	4
DRY-Wall Injection Unit	20
EXT-Carpet Machine (portable)	10
EXT-Carpet Machine (Truck Mount) w/Fuel	15
EXT-Extraction Machine (portable)	40
EXT-Extractor, Ride On Unit	10
LIFT- 41' to 60' Straight Boom	2
LIFT-Forklift/ Skytrak- 7 cu. Yd. Dump Attachment	7
LIFT-Forklift/ Skytrak-Boom 10000	2
LIFT-Forklift/Skytrak-- Basket Attachment	5
LIFT-Scissor Electric, 19'-20'	4
LIFT-Scissor Electric, 21' -30'	2
LIGHT- Halogen Lights, with stand	100
LIGHT- Tower (towable)	40
LIGHT- Wobble	250
LIGHT-Demo / Drop / Stand /String	100
LIGHT-Tower Solar (towable)	10
METER-Borescope	10
METER-Infrared Camera - Thermal Imaging	30
METER-Laser Particulate Counter	5
OTHER-Zip Wall Poles (per Pair)	2500
PACK-Furniture / Moving Blanket (Each)	1500
PPE - Personal Protection Equipment (Goggles/Safety Glasses, Leather Gloves, Uniforms, Hard Hat) 2 items Minimum to qualify	9
PUMP-Trash 2" gas trash pump	20
PUMP-Trash 4" diesel	8
PWR-Cable, Cam Lock 50'	200
PWR-Distribution Panel 200 Amp	65
PWR-Distribution Panel 400 Amp	32
PWR-Extension Cord - Heavy Duty	1600
PWR-Generator - 100 KW to 149 KW	10
PWR-Generator - 150 KW to 224 KW	5
PWR-Generator - 200 Amp Banded Cable	100
PWR-Generator - 225 KW to 274 KW	4
PWR-Generator - 275 KW to 349 KW	2
PWR-Generator - 350 KW to 499 KW	2
PWR-Generator - 4/0 Cable - 50 '	50
PWR-Generator - 400 Amp Banded Cable	100
PWR-Generator - 50 KW to 64 KW	20



PWR-Generator - 500 KW to 599 kW	1
PWR-Generator - 65 KW to 99 KW	10
PWR-Generator- 25 KW to 49 KW	25
PWR-Generator-10KW to 18KW	10
PWR-Generator-19 KW to 24 KW	15
PWR-Spider Box 50 amp	130
PWR-Spider Box Sub Distribution Panel	75
TOOL-Floor - Walk behind scraper	10
TOOL-Floor, ride on Tile Scraper	4
TOOL-Floor, Walk Behind Scrubber	15
VEHICLE- Car	30
VEHICLE-Box / Moving Truck	15
VEHICLE-Box / Moving Truck with lift gate	4
VEHICLE-Golf Cart / Utility Type	5
VEHICLE-Mobile Command Center	4
VEHICLE-Mobile Command Center - XXL	1
VEHICLE-Mobile Commercial Kitchen	2
VEHICLE-Mobile Lodging Unit	20
VEHICLE-Pickup 1/2 Ton	20
VEHICLE-Pickup 3/4 -1 Ton	5
VEHICLE-Semi Tractor (double rear axle)	13
VEHICLE-Skid Steer - Bobcat (or equal)	2
VEHICLE-SUV	15
VEHICLE-trailer - Semi 45' - 48' Curtain Side	3
VEHICLE-Trailer - Semi 45' -53' enclosed	27
VEHICLE-Trailer - Step Deck	6
VEHICLE-Van	45