

**SUBMIT OFFER TO:**  
**Via Bonfire Web Portal**  
**UNIVERSITY OF CENTRAL FLORIDA**  
 Phone: (407) 823-2661  
[www.procurement.ucf.edu](http://www.procurement.ucf.edu)  
<https://ucfprocurement.bonfirehub.com/opportunities/147136>

**University of Central  
 Florida**  
**INVITATION TO NEGOTIATE**  
**Contractual Services**  
**Acknowledgement Form**

Your submission must be uploaded, submitted, and finalized prior to the closing time on 9/6/2024 at 3:00 p.m. We strongly recommend that you give yourself sufficient time and at least ONE (1) day before the closing time to begin the uploading process and to finalize your submission. See **Appendix 4** for submittal instructions.

Page 1 of 50 Pages		OFFERS WILL BE OPENED September 6, 2024, at 3:00 p.m. EST and may not be withdrawn within 120 days after such date and time.	ITN NO. 2023-17OCSA
UNIVERSITY ADVERTISING DATE: <b>July 25, 2024</b>		ITN TITLE: Chemical Treatment Services Campus Water Loops	
FEDERAL EMPLOYER IDENTIFICATION NUMBER			
SUPPLIER NAME		REASON FOR NO OFFER:	
SUPPLIER MAILING ADDRESS			
CITY - STATE - ZIP CODE			
AREA CODE	TELEPHONE NUMBER	<b>POSTING OF PROPOSAL          TABULATIONS</b> Proposal tabulations with intended award(s) will be posted for review by interested parties on the Procurement Services solicitation webpage 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 in accordance with BOG regulation 18.003 shall constitute a waiver of protest proceedings.	
	FAX:		
	EMAIL:		

**Government Classifications**  
**Check all that apply**

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

*I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Supplier and that the Supplier is in compliance with all requirements of the Invitation To Negotiate, including but not limited to, certification requirements. In submitting an offer to an agency for the State of Florida, the Supplier offers and agrees that if the offer is accepted, the Supplier 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 procurement agency tenders final payment to the Supplier.*

**GENERAL CONDITIONS**

**1. SEALED OFFERS:** All offer sheets and this form must be executed and submitted as specified in Section 2.6. Offer prices not submitted on any attached price sheets when required shall be rejected. All offers are subject to the terms and conditions specified herein. Those which do not comply with these terms and conditions are either automatically rejected with respect to non-compliance with non-negotiable terms and conditions or may be rejected, at UCF's sole discretion, with respect to any other terms and conditions.

**2. EXECUTION OF OFFERS:** Offers must contain a manual signature of the representative authorized to legally bind the Respondent to the provisions herein. Offers must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Supplier are to be initialed.

**3. NO OFFER SUBMITTED:** If not submitting an offer, respond by returning only this offer acknowledgment form, marking it "NO OFFER," and explaining the reason in the space provided above. Failure to respond

without justification may be cause for removal of the company's name from the solicitation mailing list. NOTE: To qualify as a respondent, the Supplier must submit a "NO OFFER," and it must be received no later than the stated offer opening date and hour.

\_\_\_\_\_  
**AUTHORIZED SIGNATURE (MANUAL)**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE (TYPED), TITLE**

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

**(a) 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 offer evaluation purposes.

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

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

Suppliers shall submit properly certified original invoices to:

Division of Finance  
12424 Research Parkway, Suite 300  
Orlando, Florida 32826-3249

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.

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

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

**Vendor Ombudsman:** A vendor ombudsman position has been established within the UCF Division of Finance. It is the duty of this individual to act as an advocate for Suppliers who may be experiencing problems in obtaining timely payments(s) from the University of Central Florida. The vendor ombudsman can be contacted at (407) 882-1082 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. The Board of Trustees may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Additionally, the Board of Trustees may not give preference to a vendor based on vendor's social, political, or ideological interests.



**UNIVERSITY OF CENTRAL FLORIDA**

**INVITATION TO NEGOTIATE (ITN) NUMBER 2023-17OCSA**

**FOR**

**CHEMICAL TREATMENT SERVICES CAMPUS WATER LOOPS**

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## **1.0 INTRODUCTION**

### **1.1 Statement of Objective**

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

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

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

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

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

### **1.2 Contract Award**

UCF intends to award a contract or contracts resulting from this solicitation to the responsible Respondent(s) whose offer(s) represent the best interest to UCF, after evaluation in accordance with the criteria in this solicitation. The Contract will include this solicitation document and the Successful Respondent's proposal and all the terms and conditions found in any resulting contract. A sample of UCF's standard terms and conditions can be viewed at <https://procurement.ucf.edu>. The Contract will also incorporate any clarifications and, if negotiations are conducted, any additional terms and conditions that are negotiated.

- A. UCF may reject any or all offers if such action is in UCF's best interest.
- B. UCF reserves the right and sole discretion to reject any offer at any time on grounds that include, but are not limited to, the Respondent's offer being found to be nonresponsive, incomplete, or irregular in any way, or when the Respondent's offer is not in UCF's best interest.
- C. UCF may waive informalities and minor irregularities in offers received.
- D. UCF reserves the right to award a contract without negotiations. Therefore, the Respondent's initial offer should contain the best terms from a cost or price and technical standpoint.
- E. UCF reserves the right to conduct negotiations with the proposer(s) whose offer may be deemed in the best interest of the university.
- F. UCF reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the respondent specifies otherwise in the offer.
- G. UCF reserves the right to make multiple awards if, after considering the additional administrative costs, it is in UCF's best interest to do so.
- H. UCF is not obligated to make an award under or as a result of this solicitation.

### **1.3 UCF Environment**

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

Chilled water is critical to all buildings for comfort cooling and for maintaining lasers and other temperature critical equipment in laboratories. The Successful Respondent will be experienced with systems of this size and be capable of ensuring water quality and chemistry consistently meets or exceeds the expectations set forth in this ITN. Failure at any time to meet these requirements will result in loss of capability to handle the heat load capacity on campus, subsequently affecting cooling capability in all buildings and/or destroying critical research.

Additional information available at [http://www.ucf.edu/about\\_ucf](http://www.ucf.edu/about_ucf)

## 2.0 GENERAL CONDITIONS

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

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

**Brandon Orofino**  
**Procurement Services Department**  
**12424 Research Parkway, Suite 355**  
**Orlando, FL 32816-0975**  
**Brandon.Orofino@ucf.edu**

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

### 2.2 Approximate Calendar of Events

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

<b>Date/Time</b>	<b>Action</b>
7/25/2024	Invitation To Negotiate advertised
7/30/2024	<b>Mandatory Site Visit at 9:00 a.m. located at UCF District Energy Plant 1, 4017 Libra Drive, Orlando FL 32816</b>
8/7/2024 @ 5pm	Last day to submit communications and/or inquiries in writing only; preferably by email to <a href="mailto:Brandon.Orofino@ucf.edu">Brandon.Orofino@ucf.edu</a>
8/16/2024	Responses to inquiries and Addenda
9/6/2024	Deadline for Offer submission at 3:00 p.m. (ITN opening)

### 2.3 Respondent Communications and/or Inquiries

A. UCF is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this ITN. The Respondent shall examine this ITN to



determine if UCF's conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this ITN, the Respondent believes there are any conditions or requirements which remain unclear or which restrict competition, the Respondent may request, in writing, that UCF clarify or change condition(s) or requirement(s) specified by the Respondent. The Respondent is to provide the Section(s), Subsection(s), and Paragraph(s) that identify the conditions or requirements questioned by the Respondent. The Respondent also is to provide detailed justification for a change and must recommend specific written changes to the specified condition(s) or requirement(s). Requests for changes to this ITN must be received by UCF not later than the date shown in Section 2.2., entitled "Calendar of Events," for the submittal of written communications and/or inquiries. UCF shall not make any changes to any of the non-negotiable terms and conditions. The non-negotiable terms and conditions are indicated on Appendix I. Requests for changes to the non-negotiable provisions of this ITN shall automatically be rejected. Requests for changes to anything other than the non-negotiable provisions of this ITN may or may not be accepted by UCF and may or may not be negotiated by UCF, all at UCF's sole discretion.

- B. Any Respondent disagreeing with any negotiable terms and conditions set forth in this ITN is to indicate in Appendix I, Terms and Conditions Supplemental Offer Sheet, the specific ITN section(s) the Respondent disagrees with and is to provide a clear and detailed reason for the disagreement and a solution to the disagreement in his/her offer. UCF may or may not accept or agree to negotiate any of the terms and conditions that Respondents indicated they disagreed with, all at UCF's sole discretion. The indication of disagreement with any non-negotiable terms and conditions may be automatically rejected.
- C. Failure to submit Appendix I and clearly indicate which terms and conditions the Respondent agrees and disagrees with (i.e., failure to initial the designated sections set forth in Appendix I, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix I) and/or clear and detailed reasons for the disagreement, with the offer, may be grounds for rejection of that offer, at UCF's sole discretion. UCF may or may not accept and/or negotiate any such terms and conditions that the Respondent disagreed with. If UCF decides not to accept any of the terms and conditions the Respondent disagreed with, UCF shall have the right, at UCF's sole discretion, to exercise its right to reject the tentative awardee's offer and proceed to the next highest ranked respondent. As noted above, the disagreement with any non-negotiable terms and conditions by the Respondent may be automatically rejected.
- D. UCF shall at its sole discretion determine what requested changes to this ITN and the resulting agreement are acceptable. Non-negotiable terms and conditions, as indicated in Appendix I, will always stay as they are, and any requested changes to such clauses may automatically be rejected. UCF shall issue an Addendum reflecting the acceptable changes to this ITN, if any, which shall be sent to all known Respondents as specified in Section 2.1.
- E. Any communications, questions and/or inquiries from the Respondent concerning this ITN in any way are to be submitted in writing to the individual identified in Section 2.1 not later than **8/7/2024 at 5:00 p.m.** Eastern Standard Time as set forth in the Calendar of Events. Written inquiries are to be legible and concise and are to clearly identify the Respondent who is submitting the inquiry. Questions directed to or any responses received from any other department, person, agent, or representative of the university will not be considered valid or binding.

## **2.4 Respondent Conference and Site Visit**

A mandatory site visit will take place on July 30, 2024, at 9:00 a.m. The visit will be conducted by Chilled Water Superintendent, Saul Santiago. During said visit, the Superintendent will give a guided tour of both plants, cooling towers, TES Tank, TES pump pad, CHP and existing chemical treatment sites. Potential Respondents are encouraged to take water samples and photographs as needed. The site visit will be located at: UCF District Energy Plant 1, 4017 Libra Drive, Orlando FL 32816.

## **2.5 Written Addenda**

Written Addenda to this ITN along with an Addenda Acknowledgment Form will be posted on the Procurement Services website. The Addenda Acknowledgment Form is to be signed by an authorized representative of the Respondent, dated and returned with the offer. All Respondents, including known interested Respondents, are solely responsible for checking the Procurement Services website periodically to verify whether any such Addenda and forms were issued.

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

Proposals will be received and opened on 9/6/2024 at 3:00 p.m. via UCF's Bonfire Web Portal. For additional information, please refer to Appendix IV: Submission Instructions for Suppliers. UCF shall in no way be responsible for or accept any proposals not uploaded prior to the closing date and time. The Respondent's response to this ITN shall be prepared in accordance with Section 3.0 "Required Offer Format." Telephone, facsimile, telegraphic, and electronic mail offers, negotiations, and/or amendments to original offers shall not be accepted.

## **2.7 Section Not Used**

## **2.8 Evaluation Criteria and Selection Process**

- A. UCF reserves the right to conduct negotiations if the decision maker (UCF Board of Trustees, Vice President/Dean or his/her written designee(s)) with the advice and consent of Procurement Services determines negotiations to be in the best interest of the university. Any portion of a meeting at which a negotiation with a Supplier is conducted pursuant to a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution. Discussions with Suppliers after receipt of an offer do not constitute a rejection, counteroffer or acceptance by UCF.
- B. UCF reserves the right to conduct negotiations with the proposer(s) whose offer(s) may represent the best interest of the university. The following is a short overview of some of the decision maker's responsibilities during the solicitation and award process:
  1. Establish a group of evaluators tailored for the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of offers. The evaluators will review all responsive offers;
  2. Develop the acquisition plan (strategy to award with or without negotiations) after review of offers;
  3. Ensure consistency among the solicitation requirements, notices to proposers, offer preparation instructions, evaluation criteria, solicitation provisions or contract clauses, and data requirements;
  4. Ensure that offers are evaluated based solely on the evaluation criteria contained in the solicitation;
  5. Consider the recommendations of the evaluators or other boards (if any);

6. Select the proposer(s) whose offer(s) are the best value to the university;
  7. Select a negotiation team (only if award is not made outright). This can be the evaluators or any other individual(s) the decision maker deems necessary for the acquisition. The negotiation team will negotiate with those proposer(s) determined by the decision maker to have submitted a proposal that may be beneficial to the university.
- C. All offers shall be initially evaluated based on weighted criteria set forth in the table below by the group of evaluators. The group of evaluators shall consist of three (3) or more individuals who have expertise regarding, or some experience with, the subject matter of the ITN or, if none, then individuals who could be characterized as recipients, beneficiaries, or users of the ITN's subject matter. The Vice President/Dean or his/her written designee(s) will appoint the evaluators. Evaluators, at the discretion of the Vice President/Dean or his/her written designee(s), shall have the option to meet as a group any time during formulation of the specifications and solicitation stage to discuss and correct any concerns and ambiguities of the solicitation and specifications. After offer opening, each evaluator shall function independently of all other persons including, without limitations, the other evaluators, and, throughout the entire evaluation process, each evaluator is strictly prohibited from meeting with or otherwise discussing this ITN and any aspect thereof including, without limitation, the offers and their content with any other individual whatsoever. Each evaluator shall conduct an independent evaluation of the offers in accordance with the weighted evaluation criteria set forth in the following Table A:

**Table A – Evaluation of Responses**

<b>Evaluation Criteria</b>	<b>Max Points</b>
1. EXPERIENCE WITH SIMILAR SIZED CHILLED WATER DISTRICTS WITH TES TANKS	15
2. PROJECT STAFF QUALIFICATIONS/EXPERIENCE WITH CHLORINE DIOXIDE GENERATION.	15
3. OVERALL RESPONSIVENESS OF PROPOSAL TO SATISFY SCOPE/ PROJECT APPROACH	30
4. OVERALL PRICING	20
5. CONFORMANCE TO ITN'S PREFERRED CONDITIONS AND REQUIREMENTS ( <b>FAILURE TO CONFORM TO ITN'S MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL</b> )	10
<b>Evaluation of Responses Point Total</b>	<b>90</b>

Each evaluator must independently score each offer in UCF's Bonfire Web Portal in accordance with the criteria herein. Each evaluator is to enter comments, if any, regarding the offer and submit his/her evaluation via Bonfire. The assigned **Procurement Services Professional identified in section 2.1** will forward a summary to the **Decision Maker** or his/her designee. At the time of such delivery to the **Procurement Services Professional**, the evaluator shall cease to participate further in this ITN process unless expressly requested otherwise by **Decision Maker**.

The **Decision Maker** shall review, in the manner and to the extent he/she deems reasonable under the circumstances, the ITN, the offers, and evaluators' scoring forms. While not bound

to them, the **Decision Maker** may give deference to the scoring forms. Based on what the **Decision Maker** determines is in the best interest of UCF, the **Decision Maker** will then make the final decision whether or not to recommend the award of a contract to a Respondent to this ITN, negotiate with the respondent(s) whose offer(s) may be beneficial to the university, or cancel the ITN.

The **Decision Maker** may, at any time during this ITN process, assign one (1) or more individuals to assist and advise the **Decision Maker** during his/her decision-making process. UCF is not obligated to make an award under or as a result of this ITN or to award such contract, if any, on the basis of lowest cost or highest commission offered. UCF reserves the right to award such contract, if any, to the Respondent(s) submitting an offer that UCF, at its sole discretion, determines is in UCF's best interest.

- D. **Decision Maker** shall obtain approval from the University Board of Trustees to award a contract exceeding the President's Delegation of Authority, per Policy BOT-4.

## 2.9 Posting of Recommended Selection

An intent to award will be posted within a reasonable time after the Procurement Services Department receives the decision maker's recommended award decision. The recommendation to award a contract, if any, to a Respondent(s) to this ITN will be posted for review by interested parties on the Procurement Services solicitations webpage and will remain posted for a period of seventy-two (72) hours.

- A. If the Respondent desires to protest the recommendation to award a contract, if any, the Respondent must file with UCF:
1. A written notice of intent to protest within seventy-two (72) hours of the posting of the recommended award. UCF shall not extend or waive this time requirement for any reason whatsoever.
  2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. UCF shall not extend or waive this time requirement for any reason whatsoever.
- B. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.
1. A formal written protest by petition must be accompanied by a Protest Bond payable to UCF in the amount equal to 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; \$10,000; or whichever is less. The form of the Protest Bond shall be a cashier's check, bank official check, or money order made payable to UCF.
  2. In addition to all other conditions and requirements of this ITN, UCF shall not be obligated to pay for information obtained from or through the Respondent.

## 2.10 Offer Validity Period

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

## **2.11 Disposition of Offers; Florida Public Records Law Compliance**

All offers become the property of the State of Florida, and the State of Florida shall have the right to use all ideas, and/or adaptations of those ideas, contained in any offer received in response to this solicitation. Any parts of the offer or any other material(s) submitted to UCF with the offer that are copyrighted or expressly marked as “confidential,” “proprietary,” or “trade secret” will only be exempted from the “open records” disclosure requirements of Chapter 119, Florida Statutes if Florida law specifically recognizes these materials as exempt from disclosure. Thus, the mere designation as “confidential,” “proprietary,” or “trade secret” by a Supplier does not ensure that such materials will be exempt from disclosure. Respondents must identify specifically any information contained in their bid which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exemption law. A generic notation that information is “confidential” is not sufficient. Failure to provide a detailed explanation and justification including statutory citations and specific reference to your bid detailing what provisions, if any, the Respondent believes are exempt from disclosure, may result in the entire bid being subject to disclosure in accordance with Chapter 119 of the Florida Statutes. 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 Supplier of those same records as “confidential,” “proprietary,” or “trade secret.” The ultimate determination of whether a Supplier’s claim of “confidential,” “proprietary,” or “trade secret” will support an exemption from disclosure will be made by UCF or, potentially, a court. UCF’s selection or rejection of an offer will not affect this provision.

## **2.12 Economy of Presentation**

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

## **2.13 Restricted Discussions/Submissions**

From the date of issuance of the ITN until UCF takes final agency action, the Respondent shall not discuss the offer or communicate with any UCF employees, agents, representatives, evaluators or representatives of UCF except as expressly requested by UCF in writing. Violation of this restriction may result in REJECTION of the Respondent’s offer.

## **2.14 Verbal Instructions Procedure**

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any UCF employee. Only those communications that are in writing from the authorized UCF representative identified in Section 2.1 of this ITN that have been approved in writing by UCF’s President or the President’s designee shall be considered as a duly authorized expression on behalf of UCF. Only communications/inquiries from the Respondent that are signed and received on a timely basis, i.e., not later than 5:00 p.m. on

[8/7/2024](#), will be recognized by UCF as duly authorized expressions on behalf of the Respondent.

## 2.15 State Licensing Requirements

To the extent applicable, the Respondent shall have all appropriate licenses to conduct business in the State of Florida and Orange County at or prior to award of a contract resulting from this competitive solicitation. The Respondent is to provide proof of such to UCF as a condition of award of a contract. If the Respondent contemplates the use of subcontractors, the Respondent is responsible for ensuring that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes. For additional information, the Respondent should contact the Florida Secretary of State's Office.

## 2.16 Parking

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

## 2.17 Definitions

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

**And/Or** – The word “and” shall also mean “or,” and the word “or” shall also mean “and” whenever the contents or purpose so require.

**Contract/Agreement** – The formal bilateral agreement signed by a representative of the University and the Supplier which incorporates the requirements and conditions listed in this ITN and the Supplier's offer.

**Invitation to Negotiate** – A written solicitation for goods or services where factors other than price are to be considered in the award determination. These factors may include such items as Supplier experience, project plan, design features of the product(s) offered, etc. An ITN is used when the specifications cannot be identified; the end result is explained, but we want qualified companies to offer their solutions for consideration.

**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 ITN and will not give a Respondent an advantage or benefit not enjoyed by another Respondent.

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

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

**Proposal** – An executed offer submitted by a Respondent in response to an ITN and intended to be used as a basis for negotiations for a contract.

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

**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/Proposer/Vendor/Supplier/Contractor** – Anyone who submits a timely offer in response to this ITN or their duly authorized representative. These may be used interchangeably within the ITN.

**Response** – The entirety of the Respondent’s submitted proposal response to the ITN, including any and all supplemental information submitted.

**Responsible Respondent** – Respondent 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** – Respondent who has submitted an offer that conforms in all material respects to the solicitation.

**Sole Point of Contact** – The Procurement Services 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/Proposer/Supplier/Contractor** – The firm or individual who is the recommended recipient of the award of a contract under this ITN (also synonymous with “Proposer” and “Supplier”). 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.

**UCF or University** – University of Central Florida

**UCF's Contract Administrator** – The University's designated liaison with the Respondent. In this matter, UCF's Contract Administrator will be **Brandon Orofino**.

## **2.18 Procurement Rules**

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

## **2.19 Force Majeure**

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

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

- A. The Attorney General of the State of Florida has rendered an opinion that agencies of the State of Florida cannot contractually limit the State's right to redress. Consequently, any offer by the Respondent to limit the Respondent's liabilities to the State or to limit the State's remedies against the Respondent is unacceptable and will result in the REJECTION of the Respondent's offer.
- B. As an agency of the State of Florida, UCF's liability is regulated by Florida law. Except for



its employees acting within the course and scope of their employment, UCF shall not indemnify any entity or person. The State of Florida is self-insured to the extent of its liability under law, and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, UCF's liability and indemnification obligations under this ITN and the resulting contract, if any, shall be effective only to the extent required by Florida law; and any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.

- C. The Respondent(s)/Supplier(s)/ /Proposer(s) shall hold the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of the Respondent(s)/Supplier(s)/ /Proposer(s), its employees, its agents or of others under the Respondent's/Supplier's/ Proposer's control and supervision. If any part of a delivery to the University pursuant to a contract resulting from this ITN is protected by any patent, copyright, trademark, other intellectual property right or other right, the Respondent/Supplier/ Proposer 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.

All insurance shall be procured from companies authorized to do business in the State of Florida with a minimum 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 binders and shall be delivered within fifteen (15) days of the tentative award date of the Contract. 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 at least thirty (30) days prior to the expiration date of each expiring policy.

1. **General Liability:** Supplier 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 the contract, Supplier 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.
2. **Auto Liability:** If Supplier operates a vehicle on campus for commercial use in the performance of this Contract (i.e. deliveries, transport of employees, etc.), Supplier 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 University and before beginning work, and at all times during the term of the contract, Supplier 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 University in the event of cancellation.

3. **Workers' Compensation:** Supplier 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 University and before beginning work, and at all times during the term of the contract, Supplier will maintain said Workers Compensation and Employer's Liability insurance in force and provide University with a current Certificate of Insurance. The Certificate will provide a minimum 30 days advanced notice to University in the event of cancellation.
  
4. **Certificates of Insurance:** The University of Central Florida Board of Trustees is to be listed as Additional Insured on all Certificates issued. Supplier 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](mailto:RiskManagement@ucf.edu)
  
5. 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 Supplier in writing.

## 2.21 Term of Contract

The contract resulting from this ITN, if any, shall commence on the date of the last signature, and shall end 3 years hereafter. The University may renew/extend a resultant contract, as mutually agreed to by both parties. Renewals may not exceed 5 years or twice the term of the original contract, whichever is longer. An extension may not exceed 12 months or until completion of the competitive solicitation and award or protest, whichever is longer.

## 2.22 Cancellation/Termination of Contract

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

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

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

## **2.24 Independent Parties**

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

## **2.25 Performance Investigations**

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

## **2.26 Records**

The Respondent/Supplier/ Proposer/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 a contract resulting from this ITN. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under a resultant contract. The University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of a resultant contract, upon reasonable notice to the Contractor.

## **2.27 Public Records**

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

## **2.28 Public Records, Service Contracts, 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](mailto: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/Vendor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 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, sexual orientation, gender identity, national origin and for inquiring about, discussing, or disclosing compensation. 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, veteran status, or disability.**

## **2.29 Severability**

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

## **2.30 Notices**

All notices and all other matters pertaining to the contract resulting from this ITN, if any, to a party shall be in writing, hand delivered, or sent by email (receipt acknowledged), registered or certified U.S. Mail, return receipt requested, and shall be deemed to have been duly given when

actually received by the addressee at the address listed in section 2.1 of this ITN.

### **2.31 Governing Law and Venue**

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

### **2.32 Liaison**

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

### **2.33 Subcontracts**

The Respondent is fully responsible for all work performed under the contract resulting from this ITN, if any. The Respondent may enter into written subcontract(s) for performance of certain of its functions under such contract, unless otherwise specified. The subcontractors and the amount of the subcontract(s) shall be identified in the Respondent's response to this ITN. No subcontract(s) which the Respondent enters into under the contract resulting from this ITN, if any, shall in any way relieve the Respondent of any responsibility for performance of its duties under such contract. The Respondent is responsible to fully notify any subcontractor(s) of their responsibilities under any subcontract. All payments to subcontractors shall be the sole responsibility of the Respondent.

### **2.34 Employment of UCF Personnel**

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

### **2.35 Conflicts of Interest**

Acceptance of a contract resulting from this ITN shall certify that 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. 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 a contract resulting from this ITN.

### **2.36 Equal Opportunity Statement**

The State of Florida and UCF subscribe to equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination and are committed to non-discrimination

on the basis of race, creed, color, sex, age, national origin, religion, veteran or marital status, or disability. The Respondent commits to the following:

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

### **2.37 Waiver of Rights and Breaches**

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

### **2.38 Headings Not Controlling**

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

### **2.39 Employee Involvement/Covenant Against Contingent Fees**

In accordance with Section 112.3185, Florida Statutes, the Respondent hereby certifies that, to the best of its knowledge and belief, no individual employed by the Respondent or subcontracted by the Respondent has an immediate relationship to any employee of UCF who was directly or indirectly involved in any way in the procurement of the contract, if any, resulting from this ITN or goods or services thereunder. Violation of this section by the Respondent shall be grounds

for cancellation of such contract. The Respondent also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this ITN or any advantage hereunder upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any substantial consideration bargained for, excepting that which is provided to the Respondent's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence should have been known by the State to be maintained by the Respondent for the purpose of securing business for the Respondent. In the event of the Respondent's breach or violation of this warranty, UCF shall, subject to the Respondent's rights under Chapter 120, Florida Statutes, have the right, at its option, to annul any contract resulting from this ITN without liability, to deduct from the charges otherwise payable by UCF under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to UCF under such contract, at law or in equity.

#### **2.40 Employment of Aliens**

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 a contract resulting from this ITN by the University.

#### **2.41 Site Rules and Regulations**

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

#### **2.42 Travel Expenses**

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

#### **2.43 Annual Appropriations**

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

#### **2.44 Taxes**

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

#### **2.45 Contractual Precedence**

The contract that results from this ITN, if any, and any attachments and/or addenda that are executed by University's duly authorized signatory constitutes the entire and exclusive agreement between the parties. Attachments and/or addenda may include but are not limited to UCF's Invitation to Negotiate ("ITN") including all the University's ITN specifications and the

Contractor's ITN response. In the event of any conflict or inconsistency between the aforementioned documents, the order of precedence is:

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

## **2.46 Use of Contract by Other Governmental Agencies**

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

## **2.47 Public Entity Crimes**

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

## **2.48 Work for Hire**

Any work specifically created for the University under a contract resulting from this ITN by the 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 P.O. and perform all of its obligations hereunder, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments.

The 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 contracts or representations and warranties herein.

## **2.49 Export Control**

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

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 a contract resulting from this ITN. 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.

## **2.50 Nonnegotiable Conditions and Requirements**

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

## **2.51 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 ITN within 180 days after expiration of the contract resulting from this ITN. Total additional quantities/modified scope, if any, are unknown.

## **2.52 Family Educational Rights and Privacy Act**

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.

### **2.53 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.

### **2.54 Contact with Minor Children**

To the extent that the Supplier qualifies as a provider pursuant to the National Child Protection Act of 1993, as amended, or as a service provider in accordance with applicable Florida law/Statutes, who has direct contact with children receiving services or with adults who are developmentally disabled receiving services or who qualifies as a direct service provider to the elderly (as defined by Florida law/Statutes), Supplier hereby guarantees that Supplier and/or anyone acting on the Supplier's behalf (including, but not limited to Supplier's employees, agents, subcontractors, etc.) has undergone/passed a Level II (two) background check with the State of Florida, as provided under Chapter 435 and hereby certifies that none of Supplier's employees, agents, subcontractors and/or anyone else acting on the Supplier's behalf, has any disqualifying offenses, including, but not limited to those listed in Section 435.04, Florida Statutes.

### **2.55 Reporting of Child Abuse**

The Supplier hereby expressly agrees to instruct its employees, agents, subcontractors and/or anyone else acting on the Supplier'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.

### **2.56 Secure Handling of UCF Data**

The University requires Suppliers 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 Supplier. This Agreement is intended to ensure that UCF's security and compliance requirements are outlined and followed by the Supplier. Additional agreements may be required depending on the data involved. Visit <http://www.infosec.ucf.edu/vrm> for additional information.

### **2.57 Employee Background Checks**

The Contractor assumes all liability arising out of, and is solely responsible for, conducting background checks for all of the Contractor's employees, agents, or independent contractors. The Contractor shall provide background checks for all of the contractor's non-temporary employees, agents, or independent contractors working at UCF and shall ensure that all hires have been cleared before placement at the University. Temporary employees hired through a temporary staffing agency shall require the background checks listed herein, and Contractor may satisfy this requirement by conducting the background checks directly or having a contract with the temporary staffing agency that incorporates the same requirements.

Convictions discovered in the background check will be reviewed by Contractor's Loss Prevention and/or Human Resources department. Consideration may be given to the person's relationship to the job, how long ago the conviction occurred, the potential risk posed to

employees, customers, students, and the University and any other circumstances deemed relevant to the final determination of whether to employ or retain the person. Conviction information will be maintained by Contractor as confidential.

Background checks shall include, at a minimum, the following items:

A State of Florida Level I Background Check (Level 1): Which consists of criminal history background check inclusive of a search of the following:

- National Sex Offenders Registry
- Statewide criminal history background check through the Florida Department of Law Enforcement (FDLE)
- Local criminal records check through local law enforcement agencies

Certification that such personnel, agents, and subcontractors have satisfactorily completed a background check equivalent to Level 1 Background Check standards must be furnished to the University.

Depending on the nature of the position or duties required, hiring officials may require the temporary employment agency and/or contractors to provide evidence of additional levels of background checks performed pursuant to State of Florida Level 2 background check standards prior to commencement of work.

## **2.58 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.

## **3.0 REQUIRED OFFER FORMAT**

### **3.1 Introduction**

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

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

UCF EMPHASIZES THAT THE RESPONDENT CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. The Respondent is encouraged to use sections and tabs that are clearly identified and number and label all parts, pages, figures, and tables in its proposal submittal/offer. Additional tabs may be appended which contain any other pertinent matters that the Respondent wishes UCF to take into consideration in reviewing the offer. The Respondent’s response to this ITN must be submitted via UCF’s Bonfire Web Portal, as listed in Section 2.6.

### **3.2 Respondent/Offer Submittal Sections**

The Respondent should organize its offer into the following major sections.

## A. EXPERIENCE WITH SIMILAR SIZED CHILLED WATER DISTRICTS WITH TES TANKS

1. Provide an overview and history of your company, and experience in providing consulting and advisory services similar in scope to those requested in section 1.1. of this ITN.
2. The proposer should provide a list of current or very recent similar-type client accounts, if any, which are located in Florida or a similar climate. Client account information shall include contact name, address, phone number, and length of service.
3. Please provide a list of client accounts lost through early termination or non-renewal over the past five (5) years. Include contact name and phone number, length of service at each account, and reason for loss.
4. The Proposer should provide a chart of the company's organization and a description of its corporate structure. Also provide the company's chain of ownership up its ultimate parent corporation, and all subsidiaries.
5. Provide the number of years' experience providing services as described in section 1.1.

## B. PROJECT STAFF QUALIFICATION & EXPERIENCE WITH CHLORINE DIOXIDE GENERATION

1. Submit individual names, degrees, certifications and years of experience administering Chlorine Dioxide systems.
2. Include the names and resumes of the service representative and primary backup who will personally service the site, and the name and background of his/her immediate supervisor. Provide their home addresses and distances to UCF Main Campus. The proposed service representative should have a minimum of five years of experience as a water treatment service technician with your company and have enough experience to direct the program without further supervision.
3. For each local representative please provide three local references with systems of similar sizes and complexities relative to the site. Include name, title, mailing and e-mail addresses, and telephone numbers. UCF and/or their agents reserve the right to contact or visit the references listed and disqualify vendors not performing satisfactory service. In the event of a change in representatives, UCF reserves the right to require an alternative representative should they deem the representative unsatisfactory for any reason.
4. For your staff, clearly identify chemical treatment skills, certifications and college degrees. Also clearly indicate if your proposal includes any subcontractors or sub-consultants.

## C. OVERALL RESPONSIVENESS OF PROPOSAL TO SATISFY SCOPE/PROJECT APPROACH

1. Demonstrate an understanding of the services the university requires. Respondent is to illustrate how they would comply with the different requirements and how they would implement said processes without affecting chilled water production's ability to meet the campus heat load needs. Explain what approach you would take to ensure your process will be visible to the UCF Facilities group (i.e. through reports, metrics, etc) and not interfere with normal operation. Detail time requirements and all material/equipment necessary to accomplish this task. Give detailed timeline for proposed implementation. Document if and why your company can not meet any portions of this ITN.
2. Explain the methodology you will employ to fulfill the requirements discussed in subsections 4.1 - 4.2 and section 5.

## D. OVERALL PRICING

1. List total price on the Price Summary Sheet in section 7.0 and 7.1
2. List any other categories of ancillary expenses that may be billed. Note: The University will not reimburse travel, meals or lodging expenses.
3. Itemize labor, materials/chemical cost, and cost of leasing equipment.
4. UCF prefers equipment that is not proprietary. Any proprietary equipment should be listed as such.

E. CONFORMANCE TO ITN'S PREFERRED CONDITIONS AND REQUIREMENTS. Failure to conform to the ITN's mandatory conditions and requirements may result in rejection of offer.

## 4.0 OTHER REQUIREMENTS

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

## 4.1 GENERAL REQUIREMENTS

- A. The Successful Vendor agrees to keep a complete manual of water treatment systems, defined as composite hard copy document that includes all water treatment system design, Piping and Instrument Diagram (PID), single line drawings, record drawings of installation, operation manual, maintenance information, training information and vital treatment records at each site. Material Safety Data Sheets (MSDS) are not required in this ITN submittal but will be required after award.
- B. Upon award, the Successful Vendor is to submit MSDS and technical guidance with recommended practices for the storage and handling of all chemicals to be supplied. All chemicals and storage containers must be approved by UCF; all storage containers supplied by the vendor.
- C. The Successful Vendor is to remove all prior treatment company's chemicals at no cost to UCF.
- D. The successful Vendor shall be responsible for removing all non-permanent chemical containers and their own unused chemicals (if so directed) at any time following the end of the contract period. Such requests to remove chemicals and their containers must occur within 30 days following the end of the contract period or any extensions to the contract period. The containers shall remain the property of the vendor. If they are not removed within 30 days following the end of the contract, UCF has the right to dispose of them at no penalty.
- E. All prices shall include delivery to the point of use and freight fees. NOTE: Special delivery times may be required to limit student exposure. Normal working hours are 07:30AM to 3:30PM. Unless otherwise arranged and approved by UCF University Superintendent, all deliveries shall occur during the normal work hours.
- F. No drum storage is permitted on site at any time.
- G. The Successful Vendor must agree to correct any work deemed deficient by UCF within 24 hours of notification of a deficiency.

- H. The Successful Vendor must perform one volume study on each tower and closed loop system. For closed loops, this can be done with treatment chemicals. We suggest that this be done within the first three (3) months for towers and within the first six (6) months for closed loops. The results must be provided in writing to UCF within two (2) weeks of completion.
- I. The Successful Vendor is responsible for the delivery of products to the point of use and all transfer of chemicals; however, there will be no mixing of chemicals on-site. All formulation blending must be done at the vendor's site.
- J. The Successful Vendor is responsible for cleaning all scaled equipment that arises as a direct result of poor implementation of water treatment by the vendor. This must be done at the Vendor's expense.
- K. The Successful Vendor is to submit a list of tests to be performed during each service visit and a calendar of services to be performed during the year. Vendor shall provide a recommended list of tests to be run by the plant per day and, if needed, during other shifts.
- L. The Successful Vendor shall confirm the annual water usage rates quarterly, at a minimum, by reading the water meters.
- M. For evaporative cooling towers, acceptable performance shall be indicated by corrosion rates no greater than 1 mil/year (MPY) for mild steel and 0.1 MPY for copper, total aerobic bacterial counts no greater than 10,000 cells/ml, and clean heat transfer surfaces with no pitting, as determined by UCF or its representative. For closed systems, acceptable performance shall be indicated by corrosion rates no greater than 0.5 MPY for mild steel and 0.1 MPY for copper, total aerobic bacterial counts no greater than 1,000 cells/ml.
- N. The Successful Vendor shall be familiar with each component of the treatment chemicals to be applied.
- O. Biological activity is the primary cause of system failures and should be monitored carefully. The successful vendor shall check the open systems for biological activity at least once per operating week. It is also recommended that biological count dip slides be taken 48 hours prior to each service visit so that the Vendor can direct any actions to be taken during the service visit, and that biological counts be recorded on each service call report.
- P. Conductivity controllers proposed, if necessary, are to have pre-blowdown and lockout capabilities.
- Q. All treated systems are to have corrosion coupon racks provided by the vendor.
- R. All chemicals stored on site, even pails, need vendor provided containment.
- S. Service call reports are to be discussed with UCF plant personnel prior to leaving the building during each service call.
- T. Intermittent halogen feeds to an open recirculating system should be over four hours, reaching 1 PPM as free at the end of the fourth hour.
- U. Provide all chemical feed equipment. UCF wishes to have all new updated equipment. Please list all equipment that will be provided. All equipment will be installed by the Vendor. UCF will provide power, drain, and all pipe taps. In most cases, all piping and electrical is already present.

**4.2 MANDATORY REQUIREMENTS.** Respondent must agree to all requirements listed in this section by initialing in Appendix I, section 4.2.

- A. Service must be more than one hour for every \$300.00 of chemicals spent by UCF or more than **twice per week**.

- B. Provide a 60-day start up and transition plan, upgrading current equipment to the most advanced system. Note any exceptions. Campus operations CANNOT be affected. Proposer should detail how they will still meet the water quality parameters within section 5.0, 5.1, 5.2, monitoring, documentation, and specify the frequency of treatment.
- C. Be available for monthly, quarterly and annual reviews at the discretion of UCF.
- D. Enhanced tube condensers shall be video borescoped to evaluate deposition and cleaning effectiveness a minimum of once per year. The borescope must be outfitted with a perpendicular lens to properly inspect enhancements. This service must be included at no cost to UCF.
- E. The Bid Summary Sheets in section 7 shall be used for the price determination of your response. Respondent is to show the unit cost with multipliers, adders and price escalation in your calculation. Failure to provide all components with supporting calculations, may result in rejection of your Offer.

**5.0 OPEN TOWER WATER SYSTEM TREATMENT.** Respondent must agree to all system treatment requirements listed in this section by initialing in Appendix I, section 5.0

- A. Inhibitor Program – Hard Water (PBTC/Polymer/Azole-Based)
  - 1. Provide the minimum/maximum control levels in PPM; active ingredients as fed; and container size, material and type.
  - 2. The formulation must be in proportion to the following, for a feed rate of 100 PPM: greater than 5% of phosphonate as PBTC, greater than 10% of polymer (a minimum of 5% of quad polymer), and greater than 2.5% of TTA or BZT. Addition of required ppm active residuals. >3ppm phosphonate / >1ppm **Free & Available** Azole. A more diluted program can be used; however, it must be quoted at a feed rate to meet or exceed these minimums. Quote the formulation and recommended feed rate to meet these parameters. Due to the use of reclaim water at several locations, those will need to add pH trim with reclaim makeup with statement that acid trim not to exceed 50% Sulfuric Acid.
- B. Dispersant (Liquid, If Needed)
  - 1. You may propose a one-drum treatment approach.
  - 2. Details of the dispersant components are to be included on the dispersant form if separate, or the inhibitor form if a one-drum program.
- C. Biocide #1 (Halogen) - NOTE: You are required to feed sufficient material to meet the biological goals.
  - 1. Provide the minimum/maximum levels in PPM; active ingredients as fed; container size, material, and type; and recommended dosage schedule in days (e.g., Monday and Thursday additions).
- D. Biocide #2 (Glutaraldehyde) – Use a 45% product fed at 120 PPM once per week on all towers and full 120 ppm dose to occur in 1 hour.



1. Provide the minimum/maximum levels in PPM; active ingredients as fed; container size, material, and type; and recommended dosage schedule.
- E. Documentation – Provide a chart listing the control limits for the above, including but not limited to, the following:
1. Measurable treatment levels
  2. Product component concentrations developed
  3. Raw Water Cycles
  4. pH
  5. Contingency plans for lay-ups, water loss, and loss of automatic feed control to ensure continued protection of the system.
  6. All tests to be performed by your service personnel.

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

**5.1 CHP HOT LOOP WATER SYSTEM TREATMENT.** Respondent must agree to all system treatment requirements listed in this section by initialing in Appendix I, section 5.1

- A. Inhibitor (Nitrite/Azole-Based):
1. Provide the treatment levels for all components; recommended feed points; and container size, material, and type. The product should be free of all glycols.
  2. The formulation must be quoted to provide both a minimum of 600 PPM of nitrite as nitrite and a minimum of 5-8 PPM of TTA or BZT. A more diluted program can be used, but must be quoted at a feed rate to meet or exceed these minimums. The program must also maintain the system pH within the range of 8.0-10.3. Quote the formulation and recommended feed rate to meet these parameters.
- B. Documentation – Provide a chart listing the control limits for the above, including, but not limited to, the following:
1. Measurable treatment levels (e.g. 600-1,000 PPM of nitrite as nitrite, 5-8 PPM of tolytriazole) – Specify treatment level ranges.
  2. pH range
  3. Conductivity range
  4. Contingency plans for lay-ups, water losses, and loss of automatic feed control to ensure continued protection of the system

Note – UCF requires Anaerobic biological counts no greater than 1,000 cells/ml Aerobic 10,000 anaerobic 1,000 cfu and corrosion rates no greater than **0.5 MPY** for mild steel and **0.1 MPY** for copper.

**5.2 CHILLED WATER LOOP SYSTEM TREATMENT.** Respondent must agree to all system treatment requirements listed in this section by initialing in Appendix I, section 5.2

- A. Inhibitor (Silica/Azole-Based):

1. Provide the treatment levels for all components; recommended feed points; and container size, material, and type. The product should be free of all glycols.
  2. The formulation must be quoted to provide both a minimum of 70 PPM of silica as silica (over the background) and 10 PPM of TTA or BZT. A more diluted program can be used; however, it must be quoted at a feedrate to meet or exceed these minimums. Quote the formulation and recommended feedrate to meet these parameters.
  3. Chemical for pH control must be included in your proposal. This can be automated or shot fed; however, the pH on the system must be maintained within the range of 8.9-10.5 to maintain the silica from dropping out of disposition
- B. Dispersant (Liquid):
1. You may propose a one-drum treatment approach.
  2. The dispersant information must be detailed as with the inhibitor
- C. Biocide
1. UCF owns three H2Tronic 3 precursor generators. These generators utilize 20% sulfuric acid, Sodium Hypochlorite and Sodium Chlorite. The Chlorine dioxide generators are located at DEP-1, DEP-2 and DEP-4.
  2. 20% Sulfuric Acid, Sodium Chlorite, Sodium Hypochlorite

### **General Specifications for a max of 140 Pounds per Day for 3 Chlorine Dioxide**

#### **Generators:**

1. These generators are rated at a min of 40 pounds per day and max of 150 pounds per day of high-purity chlorine dioxide.
2. Provide a detailed summary of how you plan to use these chlorine dioxide generators to treat the chilled water system during the transition period.
3. The chlorine dioxide production shall be on-demand. No chlorine dioxide solution shall be stored on-site.
4. The Successful Vendor shall ensure remote start and stop. The feed pump shall have the capability to be started and stopped by an external contact.
5. The distribution pump output shall be controllable to maintain process set point via an external 4-20 mA signal.
6. The Successful Vendor shall ensure outputs for alarm and running status via a Form-C dry contact shall be provided.
7. These generators shall have a customer-controlled interlock to shut down the entire system, if necessary.
8. The Successful Vendor shall ensure the generator has an air monitor that will sound if the air quality is above the recommended OSHA levels.
9. The Successful Vendor shall ensure a functional ORP control of the program to maintain the free chlorine dioxide levels within the range of 0.2-0.4 PPM.
10. The Successful Vendor shall ensure the system shall be capable of accepting a 4-20 mA signal-to-flow pace, or to meet a demand from ORP or chlorine dioxide analyzer.

## **5.3 MAIN HVAC CLOSED LOOP CHILLED & HOT WATER SYSTEMS**

### **A. Fountain**

### Specifications

- Water feature estimated to be 220,000 gallons of volume
- Equipment requirements – smart chemical feed controller capable of monitoring pH, ORP, free chlorine, flow, and temperature at a minimum. Controller must be capable of wireless communication including 24/7 alarming, data management, and monitoring
- Free chlorine control ranges 2-10 ppm with ORP >750 mv
- pH control ranges 7.2-7.8
- 12.5% sodium hypochlorite and Sulfuric Acid not to exceed 50%
- Double walled chemical containment tanks
- Weekly field service

### The vendor is responsible for the following:

1. Interconnecting pipe, fittings, and valves between the customer water supply and the generators.
2. Provide the startup of the generator and production of chlorine dioxide.
3. Training of plant personnel on the operation and safety of the generator operation
4. Calibration of the ORP and air-monitoring equipment.
5. Quarterly maintenance program as per the manufacturer's recommendations.
6. Maintenance and operation of the unit.
7. Water pressure regulator (if needed).
8. Provide 20% Sulfuric Acid, Sodium Chlorite, Sodium Hypochlorite for the generators in the appropriate container and spill containment or mini bulk double-walled tanks. Assume that the system will require 4,000 pounds of chlorine dioxide annually.

### As part of your response, please provide:

1. Detailed information on the experience your staff has utilizing chlorine dioxide generators.
2. A statement agreeing to taking full responsibility for all maintenance (including quarterly maintenance as required by the manufacturer, operation of the unit, and management of the dosing of chlorine dioxide to the chilled water system).
3. A one-page bullet point summary of how your firm plans to provide chlorine dioxide to the chilled water system during the transitional period.
4. The minimum/maximum levels in PPM; active ingredients; container size, material, and type; and recommended dosage schedule for a hydraulically-tight system.
5. A chart listing the control limits for the above, including, but not limited to, the following:
  - a) Measurable treatment levels (e.g., 70-100 PPM of silica, 5-10 PPM of azole) – Specify treatment level ranges for cold and hot systems.
  - b) pH range of 8.5 to 10
  - c) Conductivity <4,000
  - d) Contingency plans for lay-ups, water loss, and loss of automatic feed control to ensure continued protection of the system
6. Performance standards with a monthly summary demonstrating compliance.

### B. Physical Sciences – Program Summary:

Systems: Two (2) closed chilled water systems/ Two (2) closed heating hot water systems.  
Four (4) Total closed loops systems

#### Chemistry

- 447- LM (Nitrite – HHW)

- Procorr 1413 (Silica – CHWS)
- Biotrol 102 – Non-Oxidizing Biocide

Feed Equipment - Vendor will utilize equipment currently owned by the property.

**C. Biological Science – Program Summary:**

Systems: Three (3) 300HP Steam Generation Boilers/One (1) closed heating hot water system

Chemistry:

- BWT 362 – Sulfite, Polymer, Phosphate, Tri-Amine (Boiler)
- 447- LM (Nitrite – HHW)

**D. CREOL – Program Summary:**

Systems: Two (2) closed chilled water systems/ Two (1) closed heating hot water systems.

Four (4) total closed loops systems.

Chemistry:

- 447- LM (Nitrite – HHW)
- Procorr 1413 (Silica – CHWS)
- Biotrol 102 – Non-Oxidizing Biocide

**E. 309 Boiler House – Program Summary:**

Systems: One (1) 100HP Steam Generation System

BWT 362 – Sulfite, Polymer, Phosphate, Tri-Amine (Boiler)

**F. Downtown Central Energy Plant**

Chilled Water loop system treatment:

1. Inhibitor (Silica/Azole-Based):

- Provide the treatment levels for all components; recommended feed points; and container size, material, and type. The product should be free of all glycols.
- The formulation must be quoted to provide both a minimum of 70 PPM of silica as silica (over the background) and 10 PPM of TTA or BZT. A more diluted program can be used; however, it must be quoted at a feedrate to meet or exceed these minimums. Quote the formulation and recommended feedrate to meet these parameters.
- Chemical for pH control must be included in your proposal. This can be automated or shot fed; however, the pH on the system must be maintained within the range of 89.0-10.5 to maintain the silica from dropping out of disposition

2. Dispersant (Liquid):

- You may propose a one-drum treatment approach.
- The dispersant information must be detailed as with the inhibitor

3. Biocide

- UCF owns three chlorine dioxide generators located at DEP-1, DEP-2 and DEP-4. These units are three precursor generators, to be used as needed for biocide control.
- 20% Sulfuric Acid, Sodium Chlorite, Sodium Hypochlorite

**Cooling Towers:**

- Corrosion Rates <1.0 MPY Mild Steel  
<0.1 MPY Copper

- Phosphonate Level/Traced >90% Compliance
- TDS – Cycles of Concentration >90% Compliance
- Aerobic Biological Counts <10,000 cells/ml

Note: Acids will be allowed.

**Chilled Water Systems:**

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

UCF MAIN HVAC Closed Loop Chilled & Hot Water Systems											
Location:	Building Name:	System Type	critical/ Non-Critical	Estimated Volume gals	Make Up Meter	Automated 24/7 Monitoring	Filtration	Shot Feeder	Chemistry	Notes	
B0002	LIBRARY	HHW	NC		NO			YES	Nitirte/Azole	Roof	
B0005	CHEMISTRY	HHW	CR	2200	NO	Need		YES	Nitirte/Azole	RM 206, Shot Feeder in bad condition	
B0006	THEATRE	HHW	NC	<1000	NO			NO	Nitirte/Azole	RM 112	
B0012	MSB	HHW	CR	7000	NO	Need		YES	Nitirte/Azole	RM 434	
B0012	MSB	CHWS	CR	7000	NO	Need		YES	Nitirte/Azole	RM 434	
B0014	Howard Phillips	HHW	NC	< 1000	NO			YES	Nitirte/Azole	Needs new Shot Feeder (2g)	
B0020	Bio Science	HHW	CR		NO	Need		YES	Nitirte/Azole		
B0021	Education Complex	HHW	NC	< 1000	YES			YES	Nitirte/Azole	Roof	
B0021	Education Complex	HHW	NC		YES			YES	Nitirte/Azole		
B0053	Creol	PCWL	CR		YES	Need		YES	Nitirte/Azole	RM 191	
B0053	Creol	CHWS	CR		YES	Need	NO	YES	Molybdenum	Creol Roof	
B0053	Creol	CHWS	CR		NO	Need	NO	YES	Nitirte/Azole	A103B	
B0053	Creol	HHW	CR	2500	NO	Need	NO	YES	Nitirte/Azole	Creol Roof	
B0077	WAYNE DENSCHE	HHW	NC	< 1000	NO			NO	Nitirte/Azole		
B0120	RESEARCH 1	HHW	CR	3000	NO	Need		YES	Nitirte/Azole	RM 141	
B0120	RESEARCH 1	PCWL	CR	< 1000	NO	Need		NO	N	RM 140	
B0121	Phy Science	HHW	CR	2500	NO	Need	Bag Filter	YES	Nitirte/Azole	East	
B0121	Phy Science	HHW	CR	2500	YES	Need	Bag Filter	YES	Nitirte/Azole	West	
B0121	Phy Science	PCWL	CR	1200	NO	Need	Cartridge (not installed)	YES	Silica/Azole	East-Will switch over to Nitirte/Azole once treatment for organic growth is completed.	
B0121	Phy Science	PCWL	CR	1200	YES	Need	Cartridge (not installed)	YES	Silica/Azole	West-Will switch over to Nitirte/Azole once treatment for organic growth is completed.	
B0150	Police Station	CHWS	CR		NO	Need		YES	Nitirte/Azole		
B0150	Police Station	HHW	CR			Need			Nitirte/Azole		
B0154	MMAE Lab	HHW	CR	4000	YES	Need	YES	NA	Nitirte/Azole	Just cleaned/flushed and treated Nitrite = Nov 2023	
B0154	MMAE Lab	CHWS	CR	4000	YES	Need	YES	NA	Nitirte/Azole	Just cleaned/flushed and treated Nitrite = Nov 2023	
B0154	MMAE Lab	PCWL	CR		YES	Need	YES	YES	Silica/Azole		
B0330	Boiler -Ferrell Commons	HHW	NC		NO				Nitirte/Azole	Need to locate Make-up Water and Backflow for hot water loop	
P-1	Partnership 1	CHWS	NC						Nitirte/Azole	Need to verify make-up water	
P-2	Partnership 2	CHWS	NC						Nitirte/Azole	Need to verify make-up water	
P-3	Partnership 3	CHWS	NC						Nitirte/Azole	Need to verify make-up water	
P-5	Partnership 5	Cond Wtr Loop	NC						Nitirte/Azole	Need to verify make-up water	
P-5	Partnership 5	Open Loop	NC						Nitirte/Azole	Need to verify make-up water	
Reflect Pond	Reflection Pond		CR						Chlorine/Acid		

Critical System: System that requires higher quality pretreatment including filtration down to 1 micron, 24/7 monitoring of chemical levels and water usage monthly services are required

Non Critical System: System that requires basic pot feeder and water meter to monitor water loss. Quarterly services are required

**6.0 REQUIRED PROGRAMS**

**OPEN TOWER WATER PROGRAMS**

*Monitoring Tests – Use generic tests only.*

Options	Program 1	REQUIRED
---------	-----------	----------

Test For	PBTC	REQUIRED
Method	UV Digestion Method	REQUIRED
Control Range	3-5 PPM	REQUIRED
Test Frequency	Weekly	REQUIRED
Test For	Azole	REQUIRED
Method	UV Digestion Method	REQUIRED
Control Range	0.5-1.0 PPM as Free (Azole-2xCu)	REQUIRED
Test Frequency	Weekly	REQUIRED
Test For	Bacteria Counts	REQUIRED
Method	Dip Slide or Plate Counts	REQUIRED
Control Range	<10,000 Cells/mL	REQUIRED
Test Frequency	Weekly	REQUIRED
Test For	Iron, Copper	REQUIRED
Method	Hach Method	REQUIRED
Control Range		REQUIRED
Test Frequency	Weekly	REQUIRED
Test For	Azole, Free Halogen	REQUIRED
Method	Hach Method	REQUIRED
Control Range		REQUIRED
Test Frequency	Weekly	REQUIRED
Test For	pH, Conductivity, Hardness, Alkalinity	REQUIRED
Method	-	-
Control Range	-	-
Test Frequency	Weekly	REQUIRED

## CHP / HOT LOOP WATER PROGRAMS

*Monitoring Tests - Use generic tests only.*

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

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

## CITY WATER TESTS

*Monitoring Tests - Use generic tests only.*

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

## 7.0 PRICE SUMMARY SHEETS

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

- A. OPEN TOWER WATER SYSTEMS – assume the following values:
1. Make up water per year (gallons): 125,000,000
  2. Cycles of concentration: 3.0
  3. System Volume in gallons: 76,500 gallons
  4. Unit Cost = Cost/Gallon of make up:
- B. UCF currently utilizes reclaim water at two locations, DEP-2/3 and DEP-4 with future usage at DEP-1 at a rate of 4 to 4.5 cycles

### CALCULATION:

Total Annual Cost of Open Loop System: \$ \_\_\_\_\_

Cost for Additional Coupon Racks: \$ \_\_\_\_\_

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

### CALCULATION:

Total Annual Cost of Hot Water System: \$ \_\_\_\_\_

Cost for Additional Coupon Racks: \$ \_\_\_\_\_

- C. CHILLED WATER LOOP SYSTEM – assume the following values:
1. Make up system volume (gallons): 3,378,000
  2. Average make up per year (gallons): 666,000

### CALCULATION:

Total Annual Chilled Water System Cost: \$ \_\_\_\_\_

Cost for Additional Coupon Racks: \$ \_\_\_\_\_



## 7.1 PRICE SUMMARY

Open Tower Loop System: \$ \_\_\_\_\_

Hot Water Loop System: \$ \_\_\_\_\_

Chilled Water Loop System: \$ \_\_\_\_\_

Total price for all chemicals: \$ \_\_\_\_\_

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

**APPENDIX I  
SUPPLEMENTAL OFFER SHEET  
TERMS AND CONDITIONS**

The sections set forth below are to each be initialed as YES for "understood and agreed upon" or NO for "not agreed to." Failure to complete and return this document with your offer could result in rejection of your offer, at UCF's sole discretion. Respondents shall not check sections as "understood and agreed upon" with the intent to negotiate a change to those sections/terms and conditions after tentative award of a contract resulting from this ITN. Respondents disagreeing with any negotiable term or condition of this ITN are to provide a clear and detailed reason for the disagreement and a solution to the disagreement in his/her offer. A Respondent's disagreement with any non-negotiable section of this ITN may be automatically rejected. Failure of the University and the tentative awardee to come to an agreement with respect to terms and conditions within a time frame UCF determines to be reasonable constitutes grounds for rejection of that offer, and the University shall have the right, at its sole discretion, to award the contract to the next favorable respondent.

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.1 <b>**Non-negotiable**</b>	_____	_____	_____
2.2 <b>**Non-negotiable**</b>	_____	_____	_____
2.3 <b>**Non-negotiable**</b>	_____	_____	_____
2.4	_____	_____	_____
2.5	_____	_____	_____
2.6 <b>**Non-negotiable**</b>	_____	_____	_____
2.7 Section Not Used			
2.8 <b>**Non-negotiable**</b>	_____	_____	_____
2.9	_____	_____	_____
2.10	_____	_____	_____
2.11 <b>**Non-negotiable**</b>	_____	_____	_____
2.12	_____	_____	_____
2.13 <b>**Non-negotiable**</b>	_____	_____	_____
2.14 <b>**Non-negotiable**</b>	_____	_____	_____
2.15	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.16	_____	_____	_____
2.17	_____	_____	_____
2.18 **Non-negotiable**	_____	_____	_____
2.19	_____	_____	_____
2.20 **Non-negotiable**	_____	_____	_____
2.21	_____	_____	_____
2.22	_____	_____	_____
2.23	_____	_____	_____
2.24	_____	_____	_____
2.25	_____	_____	_____
2.26	_____	_____	_____
2.27 **Non-negotiable**	_____	_____	_____
2.28 **Non-negotiable**	_____	_____	_____
2.29	_____	_____	_____
2.30 **Non-negotiable**	_____	_____	_____
2.31 **Non-negotiable**	_____	_____	_____
2.32	_____	_____	_____
2.33	_____	_____	_____
2.34	_____	_____	_____
2.35 **Non-negotiable**	_____	_____	_____
2.36	_____	_____	_____
2.37	_____	_____	_____
2.38	_____	_____	_____
2.39 **Non-negotiable**	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.40	_____	_____	_____
2.41	_____	_____	_____
2.42 **Non-negotiable**	_____	_____	_____
2.43	_____	_____	_____
2.44	_____	_____	_____
2.45	_____	_____	_____
2.46	_____	_____	_____
2.47	_____	_____	_____
2.48	_____	_____	_____
2.49 **Non-negotiable**	_____	_____	_____
2.50	_____	_____	_____
2.51	_____	_____	_____
2.52 **Non-negotiable**	_____	_____	_____
2.53 **Non-negotiable**	_____	_____	_____
2.54	_____	_____	_____
2.55	_____	_____	_____
2.56 **Non-negotiable**	_____	_____	_____
2.57 **Non-negotiable**	_____	_____	_____
2.58 **Non-negotiable**	_____	_____	_____
4.2 **Non-negotiable**	_____	_____	_____
5.0 **Non-negotiable**	_____	_____	_____
5.1 **Non-negotiable**	_____	_____	_____
5.2 **Non-negotiable**	_____	_____	_____
Appendix I	_____	_____	_____
Appendix II	_____	_____	_____
Appendix III	_____	_____	_____

Appendix IV

\_\_\_\_\_

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

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

## APPENDIX II

### 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, as 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 ON 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).

**This Contractor/Vendor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 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, sexual orientation, gender identity, national origin and for inquiring about, discussing, or disclosing compensation. 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, 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.**

## APPENDIX II

### 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, sexual orientation, gender identity 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, sexual orientation, gender identity 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, sexual orientation, gender identity 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 Supplier. 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 Supplier 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: \_\_\_\_\_



### APPENDIX III

#### 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.

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

Company: \_\_\_\_\_

Authorized Representative's Name: \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX IV

### BONFIRE 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 1000 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://ucfprocurement.bonfirehub.com/opportunities/147136>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Sep 06, 2024 3:00 PM EDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** 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: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

##### Need Help?

University of Central Florida Procurement Services uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://vendorsupport.gobonfire.com/hc/en-us>