

<p>SUBMIT OFFER TO: PURCHASING DEPARTMENT UNIVERSITY OF CENTRAL FLORIDA 12479 RESEARCH PARKWAY, BLDG. 600 ORLANDO, FL 32826 Phone:(407) 823-2661 – Fax (407) 823-5551 www.purchasing.ucf.edu</p>	<p>University of Central Florida INVITATION TO NEGOTIATE Contractual Services Acknowledgement Form</p>
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Page 1 of 62 Pages	OFFERS WILL BE OPENED: AUGUST 20, 2015 at 2:00 p.m. and may not be withdrawn within 120 days after such date and time.	ITN NO: 1435MSA
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UNIVERSITY MAILING DATE: July 9, 2015	ITN TITLE: ELEVATOR MAINTENANCE SERVICES
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FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER

VENDOR NAME	REASON FOR NO OFFER
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VENDOR MAILING ADDRESS

CITY - STATE - ZIP CODE

AREA CODE	TELEPHONE NO.	<p style="text-align: center;">POSTING OF PROPOSAL TABULATIONS</p> <p>Proposal tabulations with intended award(s) will be posted for review by interested parties at the Purchasing Department and our solicitation web page and will remain posted for a period of 72 hours. Failure to 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.</p>
	TOLL FREE NO.	
	FAX NO.	

Government Classifications
Check all applicable

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

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the vendor and that the vendor is in compliance with all requirements of the Invitation To Negotiate, including but not limited to, certification requirements. In submitting an offer to an agency for the State of Florida, the vendor offers and agrees that if the offer is accepted, the vendor will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the state of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the vendor.

GENERAL CONDITIONS

- SEALED OFFERS:** All offer sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE OFFER PER ENVELOPE.) The face of the envelope should contain, in addition to the above address, the date, and time of the solicitation opening and the solicitation number. Offer prices not submitted on any attached price sheets when required shall be rejected. All offers are subject to the terms and conditions specified herein. Those which do not comply with these terms and conditions are either automatically rejected with respect to non-compliance with non-negotiable terms and conditions or may be rejected, at UCF's sole discretion, with respect to any other terms and conditions.
- 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 vendor are to be initialed.
- NO OFFER SUBMITTED:** If not submitting an offer, respond by returning only this offer acknowledgment form, marking it "NO OFFER," and explain the reason in the space provided above. Failure to respond without justification may be cause for removal of the company's name from the solicitation mailing list. NOTE: To qualify as a respondent, vendor must submit a "NO OFFER," and it must be received no later than the stated offer opening date and hour.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED), TITLE

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

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

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

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

Vendors shall submit properly certified original invoices to:

Finance & Accounting
12424 Research Parkway, Suite 300
Orlando, Florida 32726-3249

Invoices for payment shall be submitted in sufficient detail for a proper pre-audit and post audit. Prices on the invoices shall be in accordance with the price stipulated in the contract at the time the order is placed. Invoices shall reference the applicable contract and/or purchase order numbers. Invoices for any travel expenses shall be submitted in accordance with the State of Florida travel rates at or below those specified in Section 112.061, Florida Statutes and applicable UCF policies. Travel Reimbursement must be made using the UCF Voucher for Reimbursement of Traveling Expenses available on the web at <http://www.fa.ucf.edu/forms/forms.cfm#>.

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

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

Vendor Ombudsman: A vendor ombudsman position has been established within the Division of Finance & Accounting. It is the duty of this individual to act as an advocate for vendors who may be experiencing problems in obtaining timely payments(s) from the University of Central Florida. The Vendor Ombudsman can be contacted at (407) 882-1040; or by mail at the address in paragraph 4, (c) above.

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

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

ITN IDENTIFICATION LABEL

NOTICE TO ALL RESPONDENTS: For your convenience, a label has been provided to properly identify your submittal. Place completed submittal in a sealed envelope, type or print company name and address on the label and affix the label to the front of the envelope or mailing package.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO THE OUTSIDE OF YOUR ITN REPLY ENVELOPE.

DO NOT OPEN - SEALED SUBMITTAL - DO NOT OPEN

From: _____

Address: _____

ITN# 1435MSA

ITN TITLE: ELEVATOR MAINTENACE SRV

TO BE OPENED ON: August 20, 2015 AT 2:00 PM

DELIVER TO:

UNIVERSITY OF CENTRAL FLORIDA
PURCHASING DEPARTMENT
Brian Sargent
12479 RESEARCH PARKWAY, STE 600
ORLANDO, FL 32826



UNIVERSITY OF CENTRAL FLORIDA

INVITATION TO NEGOTIATE (ITN) NUMBER [1435MSA](#)

FOR

[ELEVATOR MAINTENANCE SERVICES](#)

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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 qualified elevator company to provide proactive full maintenance services for the University of Central Florida (UCF) elevators. This includes main campus and remote locations as listed below:

- Main Campus, 4000 Central Florida Blvd., Orlando, 32816
- Lake Nona College of Medicine, 6850 Lake Nona Blvd., Orlando, 32827
- Rosen College of Hospitality Management, 9907 Universal Blvd., Orlando, 32819
- School of Film and Digital Media, 500 West Livingston Street, Orlando, 32801 (Expo)
- Executive Development Center, 36 W. Pine St. Orlando, 32801 (Downtown)
- Partnership Buildings (3), 12354 Research Pkwy, Orlando, 32826 (Research Park)
- Florida Solar Energy Center, 1679 Clearlake Road, Cocoa, 32922

See “APPENDIX A” for list of all elevators and addresses.

Respondent should use “APPENDIX B” for annual maintenance pricing.

Respondent should use “APPENDIX C” for labor rates and spare parts pricing.

The scope of work includes fixed pricing for maintenance and repairs, annual testing and inspections, fixed hourly rates for routine service, on an as needed basis to service elevators, and on-demand (event stand-by) services.

The Contractor will accept the University elevators “as is” and will maintain all elevators in good working order.

The Contract is not for modernization or major upgrades. Modernization projects will be handled through other means.

UCF will not supply any tools and/or equipment. The contractor shall furnish labor, material, and tools, including all ladders to complete the work specified herein. No deviation from stated work is permitted without the Owner’s authorization in writing in advance. All work shall be performed by qualified elevator technicians as outlined within these specifications.

All planned work (PMs) shall be pre-arranged and coordinated with the respective campuses’ supervisor(s). Contact names will be provided to vendor upon contract award.

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

1.2 Contract Award

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 <http://www.purchasing.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, Respondent's offer being found to be nonresponsive, incomplete, or irregular in any way, or when 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 highest ranked offerer(s).
- F. UCF reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the respondent specifies otherwise in the offer.
- G. UCF reserves the right to make multiple awards if, after considering the additional administrative costs, it is in UCF's best interest to do so.
- H. 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, founded in 1963, is the second-largest university in the nation. Located in Orlando, Florida, UCF and its 12 colleges provide opportunities to 61,000 students, offering 210 degree programs from UCF's main campus, hospitality campus, health sciences campus and its 10 regional locations.

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

2.0 GENERAL CONDITIONS

2.1 Authorized UCF Representative/Public Notices/UCF Discretion

Respondent's response to this ITN and any communications and/or inquiries by Respondent during this ITN process 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.

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

Advance notice of public meetings regarding this ITN, if UCF determines at its sole discretion whether any such meetings will be held, will be in writing and posted in UCF's Purchasing Department, 12479 Research Parkway and the Purchasing Website. Additionally, any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation at which a vendor makes an

oral presentation or at which a vendor answers questions is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution. This also includes any portion of a team meeting at which negotiation strategies are discussed. All such meetings shall be conducted in accordance with Chapter 286 of the Florida Statutes. UCF also reserves the right and sole discretion to REJECT any offer at any time on grounds that include, without limitation, either that an offer is nonresponsive to the ITN or is incomplete or irregular in any way, or that a responsive offer is not in UCF’s best interest.

2.2 Approximate Calendar of Events

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

Date/Time	Action
July 13, 2015	Invitation To Negotiate advertised
July 13, 2015	Invitation To Negotiate released
July 20 – July 24	Pre proposal briefing (7/20) and site tours (7/20-7/24)
August 5, 2015 by 5:00 p.m.	Last Day to submit communications and/or inquiries in writing only; preferably by email to brian.sargent@ucf.edu
August 7, 2015	Responses to inquiries and Addenda, if any, mailed to Respondents
August 20, 2015	Deadline for Offer submission at 2:00 p.m. (ITN opening)

2.3 Respondent Communications and/or Inquiries

- A. UCF is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this ITN. The Respondent shall examine this ITN to determine if UCF’s conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this ITN, the Respondent believes there are any conditions or requirements which remain unclear or which restrict competition, the Respondent may request, in writing, that UCF clarify or change condition(s) or requirement(s) specified by the Respondent. The Respondent 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 II. Requests for changes to the non-negotiable provisions of this ITN shall automatically be rejected. Requests for changes to anything other than the non-negotiable provisions of this ITN may or may not be accepted by UCF and may or may not be negotiated by UCF, all at UCF’s sole discretion.
- B. Any Respondent disagreeing with any terms and conditions set forth in this ITN is to indicate on Appendix II, 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, all **PRIOR TO** the deadline stated in Section 2.2 “Calendar of Events.” UCF may or may not accept or agree to negotiate any of the terms and conditions that Respondents indicated as disagreeing with, all at UCF’s sole discretion. The indication of disagreement with any non-negotiable terms and conditions shall be automatically rejected.

- C. Failure to submit Appendix II and clearly indicating which terms and conditions the Respondent agrees and disagrees with (i.e. failure to initial the designated sections set forth on Appendix II, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix II) and/or clear and detailed reasons for the disagreement, with the offer, all prior to the deadline stated in Section 2.2. “Calendar of Events,” 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 shall be automatically rejected.
- D. UCF shall at its sole discretion determine what requested changes to this ITN and the resulting agreement are acceptable. Non-negotiable terms and conditions, as indicated on Appendix II will always stay as they are and any requested changes to such clauses shall automatically be rejected. UCF shall issue an Addendum reflecting the acceptable changes to this ITN, if any, which shall be sent to all 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 **August 5, 2015 by 5:00** p.m. Eastern 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 be not be considered valid or binding.

2.4 Respondents’ Conference and Site Visit

A non-mandatory pre proposal conference briefing will take place on **July 20, 2015 at 9:00 a.m.** The briefing will begin at the UCF Purchasing Department conference room, 12479 Research Parkway, Building 600, Orlando, FL 32826.

There will be a guided campus site visit the week of **July 20, 2015 – July 24, 2015** to see all elevators that are included in this ITN. Potential respondents (maximum 2 representatives per vendor, please) are encouraged to take photographs as needed. UCF will not be responsible for vendors who show up late to the site visit and are unable to locate the tour after it begins or vendors who are unable to schedule a visit at off-campus locations. A complete list of the elevator inventory is located on Appendix A, page 41. Vendors seeking clarification or additional information shall contact the authorized representative listed in section 2.1.

The non-mandatory site visits are scheduled as follows:

July 20, 2015 tour will begin and end at Parking Garage A, Bldg. # 147 directly after the briefing (approximately 10:00 a.m), Larry Simmons will be the initial point of contact, or designee.

July 21, 2015, 8:00 a.m., tour will begin at Health & Public Affairs I, Bldg. #80 and end at the Creol Bldg. #53., Larry Simmons will be your point of contact, or designee.

July 22, 2015, 8:00 a.m., on campus tour will begin at the Brevard Hall, Bldg. #30 and end at the Libra Garage Bldg. #160. Larry Simmons will be your point of contact, or designee.

July 23, 2015, 8:00 a.m., on campus tour will begin at the Convocation Centre Bldg. #50 and Brighthouse Stadium Bldg. #135. Off Campus tour will start at Public Safety Bldg. #150 and end at

Northview, Bldg. #8136. Self-tour of Softball Stadium, Bldg. #125. Larry Simmons will be your point of contact, or designee.

July 24, 2015, 10:00 a.m. -2:00 p.m., CALL AHEAD NOW. Off-campus locations. Site tours will be scheduled upon availability of the site supervisors, so plan ahead. A listing of site supervisors is located on the UCF Purchasing website under ITN 1435MCSA, "Elevator Site Visit Schedule", tab entitled "Day 5 Bldgs Order". <http://www.purchasing.ucf.edu/bids/index.asp>

2.5 Written Addenda

Written Addenda to this ITN along with an Addenda Acknowledgment Form will be posted on the Purchasing 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 Purchasing Website periodically to verify whether any such Addenda and forms were issued.

2.6 Offer/Proposal Opening Date

Respondent's response to this ITN shall be prepared in accordance with Section 3.0, "Required Offer Format". Offers are due at the time and date specified in Section 2.2, "Calendar of Events" and must be received by UCF's Authorized Representative in UCF's Purchasing Department, Orlando Tech Center, 12479 Research Parkway, Orlando, FL 32826, no later than 2:00 P.M. on August 20, 2015 according to the time clock in UCF's Purchasing Department. Offers or amendments to offer that arrive after 2:00 P.M. on August 20, 2015 will not be accepted/considered for any reason whatsoever. Telephone, including facsimile and electronic mail, and telegraphic negotiations and/or amendments to offers shall not be accepted at any time. At 2:00 P.M. on August 20, 2015, all timely offers will be opened for the sole purpose of recording the names of the Respondents submitting written offers. Purchasing will not extend the proposal opening to accommodate vendors that did not discover the ITN early enough to submit a proposal.

If Respondent elects to mail in his/her offer package, the Respondent must allow sufficient time to ensure UCF's proper receipt of the offer package by the time specified above. Regardless of the form of delivery, it is the responsibility of the Respondent to ensure that the offer package arrives at UCF's Purchasing Department no later than 2:00 P.M. on August 20, 2015

Offers will be accepted up to, and no offers may be withdrawn after, the deadline for offer submission time and date shown above. Offers are to be delivered in sealed envelopes clearly marked: ITN 1435MSA Elevator Maintenance Services. The offer should be submitted in **six (5) copies; one hard copy and four (4) electronic versions on either disc or flash drive**. The hard copy must have original signatures of the Respondent's authorized representatives on the document titled "INVITATION TO NEGOTIATE ACKNOWLEDGMENT FORM (Form ITN/CS)." All copies of the proposals, whether they are electronic or hard copy must be complete sets in every way, with all information the proposer desires to be evaluated. UCF will not be responsible for any proposal's low score during the evaluation process that results from any of the proposals (hard or electronic copy) having incomplete information and or omitted documents. UCF will not be responsible for making copies of any omitted or missing documents to complete any submitted proposal.

2.7 Section Not Used

2.8 Evaluation Criteria and Selection Process

A. UCF reserves the right to conduct negotiations if the decision maker (Vice President/Dean or his/her

written designee(s) with the advice and consent of the Purchasing Director determines negotiations to be in the best interest of the university. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution. Discussions with vendors after receipt of an offer do not constitute a rejection, counteroffer or acceptance by UCF.

- B. UCF reserves the right to conduct negotiations with the offerer(s) whose proposal(s) may represent the best interest of the university. The following is a short overview of some of the decision makers' responsibilities during the solicitation and award process:
1. Establish an evaluation committee tailored for the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of offers. The committee will review all responsive offers and develop a ranked order of vendors based on the points given each evaluation criteria contained herein;
 2. Develop the acquisition plan (strategy to award with or without negotiations) after review of offers;
 3. Ensure consistency among the solicitation requirements, notices to respondents, offer preparation instructions, evaluation criteria, solicitation provisions or contract clauses, and data requirements;
 4. Ensure that offers are evaluated based solely on the evaluation criteria contained in the solicitation;
 5. Consider the recommendations of the evaluation committee in determining which offerer(s) to enter into negotiations or award outright without negotiations; and
 6. Select the negotiation team if award is not made outright. This can be the evaluation team or any other individual(s) the decision maker deems necessary for the acquisition. The negotiation team will negotiate with those offerer(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 members of an evaluation committee. Such committee shall consist of three (3) or more individuals who have expertise regarding, or some experience with, the subject matter of the ITN or, if none, then individuals who could be characterized as recipients, beneficiaries, or users of the ITN's subject matter. The Vice President/Dean or his/her written designee(s) will appoint the evaluation committee members. Committee members, at the discretion of the Vice President/Dean or his/her written designee(s), shall have the option to meet as a group any time during formulation of the specifications and solicitation stage to discuss and correct any concerns and ambiguities of the solicitation and specifications. This privilege shall be rescinded upon opening of the offers. After offer opening, each evaluation committee member shall function independently of all other persons including, without limitations, the other committee members, and, throughout the entire evaluation process, each evaluation committee member is strictly prohibited from meeting with or otherwise discussing this ITN and any aspect thereof including, without limitation, the offers and their content with any other individual whatsoever. Each evaluation committee member shall conduct an independent evaluation of the offers in accordance with the weighted evaluation criteria set forth in the following Table A:

Table A – Evaluation of Responses (Does not need to equal 100 points)

Evaluation Criteria SAMPLE	Max Points
1. EXPERIENCE AND QUALIFICATIONS OF PROPOSER AND SERVICE STAFF	30
2. OVERALL RESPONSIVENESS OF PROPOSAL TO SATISFY SCOPE APPROACH	35
3. OVERALL PRICING	25

4. CONFORMANCE TO ITN'S PREFERRED CONDITIONS AND REQUIREMENTS (FAILURE TO CONFORM TO ITN'S MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL) Section 2.0	10
Evaluation of Responses Point Total	100
These criteria must be explained in detail in section 3 of this document.	

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

The **Decision Maker** shall review, in the manner and to the extent he/she deems reasonable under the circumstances, the ITN, the offers, and committee members' scoring forms. While not bound to them, the **Decision Maker** may give deference to the scoring forms. Based on what the **Decision Maker** determines is in the best interest of UCF, the **Decision Maker** will then make the final decision whether or not to recommend the award of a contract to a Respondent to this ITN, negotiate with the respondent(s) whose proposal(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 the **Decision Maker's** review prior to his/her decision-making in this process. UCF is not obligated to make an award under or as a result of this ITN or to award such contract, if any, on the basis of lowest cost or highest commission offered. UCF reserves the right to award such contract, if any, to the Respondent(s) submitting an offer that UCF, at its sole discretion, determines is in UCF's best interest.

2.9 Posting of Recommended Selection

An intent to award will be posted within a reasonable time after the Purchasing 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 in the Purchasing Department and the Purchasing Website and will remain posted for a period of seventy-two (72) hours (three (3) business days).

- A. If the Respondent desires to protest the recommendation to award a contract, if any, the Respondent must file with UCF:
 1. A written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended award. UCF shall not extend or waive this time requirement for any reason whatsoever.
 2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. UCF shall not extend or waive this time requirement for any reason whatsoever.

- B. Failure to 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.
- C. 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.
- D. In addition to all other conditions and requirements of this ITN, UCF shall not be obligated to pay for information obtained from or through the Respondent.

2.10 Offer Validity Period

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

2.11 Disposition of Offers; Florida Public Records Law Compliance

All offers become the property of the State of Florida, and the State of Florida shall have the right to use all ideas, and/or adaptations of those ideas, contained in any offer received in response to this solicitation. Any parts of the offer or any other material(s) submitted to UCF with the offer that are copyrighted or expressly marked as "confidential", "proprietary", or "trade secret", will only be exempted from the "open records" disclosure requirements of Chapter 119, Florida Statutes, if Florida law specifically recognizes these materials as exempt from disclosure. Thus, the mere designation as "confidential", "proprietary", or "trade secret" by a vendor does not ensure that such materials will be exempt from disclosure. In the absence of a specific Florida statute exempting material from the public records law, UCF is legally obligated to produce any and all public records produced or received in the course of conducting university business, irrespective of any designation by the vendor of those same records as "confidential", "proprietary", or "trade secret." The ultimate determination of whether a vendor's claim of "confidential," "proprietary" or "trade secret" will support an exemption from disclosure will be made by UCF or, potentially, a court. UCF's selection or rejection of an offer will not affect this provision.

2.12 Economy of Presentation

Each offer shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the conditions and requirements of this ITN. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each offer must be on completeness and clarity of content. To expedite the evaluation of offers, it is 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, Evaluation Committee members 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 in writing and delivered on a timely basis, i.e., not later than [5:00 P.M. August 5, 2015](#), will be recognized by UCF as duly authorized expressions on behalf of the Respondent.

2.15 State Licensing Requirements

To the extent applicable, 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; Respondent is to provide proof of such to UCF as a condition of award of a contract. If 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

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

2.17 Definitions

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 Vendor which incorporates the requirements and conditions listed in this ITN and the Vendor'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 vendor experience, project plan, design features of the product(s) offered, etc. 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 ITB and will not give a Respondent an advantage or benefit not enjoyed by another Respondent.

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

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 **LARRY SIMMONS, larry.simmons@ucf.edu**.

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), UCF uses to make a purchase under the contract term, which includes a formal written PO, electronic PO, Procurement Card (P-card), or any other means authorized by Purchasing and which 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/Offerer/Vendor/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 bid 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 Purchasing Representative or designee to whom Respondents shall address any questions regarding the solicitation or award process. The sole point of contact shall be the arbitrator of any dispute concerning performance of the Contract.

Successful Respondent/Contractor - The firm or individual who is the recommended recipient of the award of a contract under this ITN (also synonymous with “Payee”, “Offerer”, and “Vendor”). 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’S Contract Administrator - The University’ designated liaison with the Respondent. In this matter UCF’s Contract Administrator will be **Brian Sargent, brian.sargent@ucf.edu**

University – University of Central Florida

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 a offer, but may result in the offer being considered as not in the best interest of UCF. UCF will, at UCF’s sole discretion, determine whether an offer is considered as not in the best interest of UCF and may or may not reject the offer, all at UCF’s sole discretion.
- C. The Respondent must comply with the instructions cited in Section 2.3. Also, the Respondent must initial the designated sections set forth on Appendix II, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix II. Failure to submit Appendix II with each area marked as set forth above and initialed by the Respondent shall constitute grounds for rejection of the offer by UCF and shall give UCF the right to reject the offer, at UCF’s sole discretion.
- D. The Respondent is solely responsible for the accuracy and completeness of its offer. The Respondent’s errors or omissions, if any, are solely at the risk of the Respondent and may be grounds for rejection of the offer and shall give UCF the right to reject the offer, at UCF’s sole discretion.

2.19 Force Majeure

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

2.20 Limitation of Remedies, Indemnification, and Insurance

- A. The Attorney General of the State of Florida has rendered an opinion that agencies of the State of Florida cannot contractually limit the State's right to redress. Consequently, any offer by Respondent to limit the Respondent’s liabilities to the State or to limit the State’s remedies against the Respondent is unacceptable and will result in the REJECTION of the Respondent’s offer.
- B. As an agency of the State of Florida, UCF’s liability is regulated by Florida law. Except for its’ employees acting within the course and scope of their employment, UCF shall not indemnify any entity or person. The State of Florida is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, UCF’s liability and indemnification obligations under this ITN and the resulting contract, if any, shall be effective only to the extent required by Florida law; and any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.

- C. Respondent(s)/Vendor(s)/Payee(s)/Offerer(s) shall hold the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of Respondent(s)/Vendor(s)/Payee(s)/Offerer(s), its employees, its agents or of others under Respondent's/Vendor's/Payee's/Offerer's control and supervision. If any part of a delivery to the University pursuant to a contract resulting from this ITN is protected by any patent, copyright, trademark, other intellectual property right or other right, Respondent/Vendor/Payee/Offerer also shall indemnify and hold harmless the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.

For all purchases of \$10,000 or below, Respondent/Vendor/Payee/Offerer will have and maintain types and amounts of insurance that at a minimum cover the Respondent's/Vendor's/Payee's/Offerer's (or subcontractor's) exposure in performing a contract resulting from this ITN. For all purchases that exceed \$10,000 (i.e. \$10,000.01 and up) and/or all purchases that require a UCF Safe Form, Respondent/Vendor/Payee/Offerer will have and maintain general liability insurance of one (1) million dollars and Respondent/Vendor/Payee/Offerer shall send a copy of his/her insurance certificate (prior to commencement of his/her performance or delivery hereunder) to the following address by email, fax or mail:

E-mail: ehs@ucf.edu

Fax: 407-823-0146

Mail: University of Central Florida

PO Box 163500

Orlando FL 32816-3500

UCF has the right to deviate from any of the above insurance requirements, if UCF, at UCF's sole discretion decides to do so. If UCF decides to deviate from the above noted insurance requirements, UCF will inform the Respondent/Vendor/Payee/Offerer in writing in those particular circumstances. Unless UCF notifies a Respondent/Vendor/Payee/Offerer in writing that UCF is willing to deviate from the insurance requirements noted above, all of the above insurance requirements shall apply to the Respondent/Vendor/Payee/Offerer. The University and its Board of Trustees shall be listed as additional insured on any certificate issued and the Certificate Holder is to read the following:

University of Central Florida

Board of Trustees

4000 Central Florida Blvd.

Orlando FL 32816

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

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a

corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

2.21 Term of Contract

The contract resulting from this ITN, if any, shall commence approximately September 30, 2015 and shall end on **June 30, 2018**. The University may renew/extend a resultant contract, as mutually agreed to by both parties for four (4) additional one year renewal periods.

2.22 Termination of Contract

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

2.23 Assignment and Amendment of Contract

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

2.24 Independent Parties

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

2.25 Performance Investigations

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

2.26 Records

The Respondent/Vendor/Payee/Offerer agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities pursuant to a contract resulting from this ITN. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under a resultant contract. University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of a resultant contract, upon reasonable notice to the Payee.

2.27 Public Records

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

2.28 PUBLIC RECORDS, SERVICE CONTRACTS, COMPLIANCE OF SECTION 119.0701, FS

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

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

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

2.29 Severability

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

2.30 Notices

All notices and all other matters pertaining to the contract resulting from this ITN, if any, to a party shall be in writing, 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 the **LARRY SIMMONS**, larry.simmons@ucf.edu.

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. Respondent is responsible to fully notify any subcontractor(s) of their responsibilities under any subcontract. All payments to subcontractors shall be the sole responsibility of the Respondent.

2.34 Employment of UCF Personnel

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

2.35 Conflicts of Interest

Acceptance of a contract resulting from this ITN shall certify that Payee is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements of Chapter 112, Florida Statutes and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Payee certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section by Payee shall be grounds for cancellation of a contract resulting from this ITN.

2.36 Equal Opportunity Statement

The State of Florida and UCF subscribe to equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination and are committed to non-discrimination on the basis of race, creed, color, sex, age, national origin, religion, veteran or marital status, or disability. Respondent commits to the following:

- A. The provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the contract resulting from this ITN, if any, regardless of value.
- B. The Respondent, if any, awarded a contract under this ITN shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.

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

2.37 Waiver of Rights and Breaches

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

2.38 Headings Not Controlling

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

2.39 Employee Involvement/Covenant Against Contingent Fees

In accordance with Section 112.3185, Florida Statutes, the Respondent hereby certifies that, to the best of its knowledge and belief, no individual employed by the Respondent or subcontracted by the Respondent has an immediate relationship to any employee of UCF who was directly or indirectly involved in any way in the procurement of the contract, if any, resulting from this ITN or goods or services thereunder. Violation of this section by Respondent shall be grounds for cancellation of such contract. The Respondent also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this ITN or any advantage hereunder upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any substantial consideration bargained for, excepting that which is provided to the Respondent's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence should have been known by the State to be maintained by the Respondent for the purpose of securing business for Respondent. In the event of the Respondent's breach or violation of this warranty, UCF shall, subject to Respondent's rights under Chapter 120, Florida Statutes, have the right, at its option, to annul any contract resulting from this ITN without liability, to deduct from the charges otherwise payable by UCF under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to UCF under such contract, at law or in equity.

2.40 Employment of Aliens

Payee's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the Payee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of a contract resulting from this ITN by the University.

2.41 Site Rules and Regulations

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

2.42 Travel Expense

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

2.43 Annual Appropriations

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

2.44 Taxes

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

2.45 Contractual Precedence

The contract that results from this ITN, if any, and any attachments and/or addenda that are executed by University's duly authorized signatory constitutes the entire and exclusive agreement between the parties. Attachments and/or addenda may include, but are not limited to UCF's Invitation To Negotiate ("ITN") including all the University's ITN specifications, and the Payee's ITN response. In the event of any conflict or inconsistency between before mentioned documents, the order of precedence is:

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

2.46 Use of Contract by Other Governmental Agencies:

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

2.47 Public Entity Crimes:

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

2.48 Work For Hire

Any work specifically created for the University under a contract resulting from this ITN by the Payee or anyone working on behalf of the Payee (the term Payee shall encompass both) shall be considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary or other copies thereof, (the "Materials") shall become and remain the property of the University, and, unless otherwise specifically set forth herein, shall be considered specially ordered for the University as a "work made for hire," or, if for any reason held not to be a "work for hire," the Payee who created, produced, developed or fabricated the Materials hereunder assigns all of his/her right, title and interest in the Materials to the University.

The University shall own all right, title and interest in the Materials. The Payee agrees upon request to execute any documents necessary to perfect the transfer of such title to the University. The Materials shall be to the University's satisfaction and are subject to the University's approval. The Payee bears all risk of loss or damage to the Materials until the University has accepted delivery of the Materials. The University shall be entitled to return, at the Payee's expense, any Materials which the University deems to be unsatisfactory. On or before completion of the Payee's services hereunder, the Payee must furnish the University with valid and adequate releases necessary for the unrestricted use of the Materials for advertising or trade purposes, including model and property releases relating to the Materials and releases from any persons whose names, voices or likenesses are incorporated or used in the Materials.

The Payee hereby represents and warrants that, (a) all applicable laws, rules and regulations have been complied with, (b) the Payee is free and has full right to enter into this P.O. and perform all of its obligations hereunder, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments.

The Payee agrees to indemnify and hold harmless the University and those acting for or on its behalf, the UCF Board of Trustees, the State of Florida and the Florida Board of Governors and their respective officers, agents, employees and servants from and against any and all losses, claims, damages, expenses or liabilities of any kind, including court costs and attorneys' fees, resulting from or in any way, directly or indirectly, connected with (a) the performance or non-performance of the University's order by the Payee, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of the Payee's contracts or representations and warranties herein.

2.49 Export Control:

The parties shall comply with all applicable U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799 and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC), in the performance of a contract

resulting from this ITN. The parties agree that no technology, related data or information will be exchanged or disseminated under such a contract nor any collaboration conducted pursuant to such a contract, which are export controlled pursuant to the export control laws of the United States, including the EAR and the ITAR and any other applicable regulations.

The Parties agree that the Payee will not provide the University with any ITAR or EAR restricted technology and/or related data, and that any ITAR or EAR restricted technologies and/or data produced in furtherance of a contract resulting from this ITN will be in the exclusive possession of the Payee and at no time will any export controlled technologies, related data, or information be intentionally or inadvertently transferred to the University, its facilities, labs, staff, researchers, employees, officers, agents, servants or students in the performance of such a contract.

If the Payee wishes to disclose export controlled technology or technical data to the University, the Payee will, prior to disclosing any information, technical data or source code that is subject to export controls under federal law, notify the University in writing that the material is export controlled and shall identify the controls that apply. The University shall have the right to decline or limit (a) the receipt of such information, and (b) any task requiring receipt of such information. In the event the Payee sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the University has the right to immediately terminate a contract resulting from this ITN. The Payee understands and agrees that to the extent the Payee's personnel have access to work or materials subject to U.S. export controls while on University property, such personnel will meet all federal export control regulatory requirements or have the appropriate U. S. government approval.

2.50 Nonnegotiable Conditions and Requirements

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

2.51 Additional Quantities

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

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. Licensors are performing an institutional service or function that has been outsourced by Licensee and for which Licensee would otherwise use its employees;
- C. Licensors are under the direct control of Licensee with respect to the use and maintenance of education records, as defined by FERPA;
- D. Licensors are 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, Licensors may not disclose or re-disclose personally identifiable information unless Licensee has first authorized in writing such disclosure or re-disclosure; and
- F. Licensors 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.

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 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 also 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. Respondent's response to this ITN must be sent to UCF's Authorized Representative at the address listed in Section 2.1 above.

3.2 Respondent/Offer Submittal Sections

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

A. EXPERIENCE AND QUALIFICATIONS OF PROPOSER AND PROJECT STAFF

1. Provide an overview and history of your company, and experience in providing elevator maintenance services similar in scope to those requested in section 1.1. and all of section 4 in this ITN.
2. The proposer should provide a list of current or very recent similar-type client accounts, if any, which are located in the United States. Client account information should include contact name, email address, phone number, and length of service.
3. Provide a list of client accounts lost through early termination or non-renewal over the past five (5) years. Include contact name and phone number, length of service at each account, and reason for loss.

4. Provide the number of years' experience in providing services as described in section 1.1 and section 4.0.
5. List the total number of employees, include job titles and experience of individual(s) who will be assigned to the UCF account; include resume(s).
6. Clearly identify the skill sets your staff is capable of providing, and clearly indicate if your proposal include the use of any subcontractors. Include the certifications required by the State of Florida Dept of Professional Services.

B. OVERALL RESPONSIVENESS OF PROPOSAL TO SATISFY SCOPE/PROJECT APPROACH

1. Demonstrate an understanding of the services the university requires under this contract.
2. Explain the methodology the proposer will employ to fulfill the requirements discussed throughout section 4.0.
3. Provide a detailed description of your web-based client portal, as listed on page 36, section 4.18, F.
4. Provide a general description of vendor resources and facilities available.
5. Provide a sample invoice. See page 40, section 4.27 for additional information.

C. OVERALL PRICING

1. Respondent should use "APPENDIX B" for annual maintenance pricing.
2. Respondent should use "APPENDIX C" for labor rates and parts markup.
3. The proposal must list any other categories of ancillary expenses that may be billed. Note: The University will not reimburse travel, meals or lodging expenses.
4. Respondent should include a price listing of common equipment/parts that may be used for repairs.

4.0 OTHER REQUIREMENTS

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

4.1 TECHNICAL INFORMATION

A. DEFINITIONS OF TERMS

1. The Term OWNER, as used herein, refers to the University of Central Florida and those designated (in writing by the Owner) as acting on behalf of the Owners.
2. The term, CONTRACT or CONTRACT DOCUMENTS, as used herein, consists of the Agreement, Bidding Information, Conditions of Contract, and Specifications and includes any Alternates or Addenda issued during the bidding period by the University of Central Florida.
3. The term, CONTRACTOR or ELEVATOR CONTRACTOR, as used herein, refers to any persons, partners, firm, or corporation having a contract with the Owner to furnish labor and materials for the execution of the work herein described.
4. The term, SUBCONTRACT or SUB-CONTRACTOR, as used herein, refers to any persons, partners, firm or corporation having a contract with the Contractor to furnish labor and materials for the execution of the work herein described.

5. All terms in these specifications have the definition given in the latest edition and supplements of the American Society of Mechanical Engineers A17.1 Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks, and all State and Local codes and statutes as adopted by the State of Florida.

B. GENERAL DATA

1. All work shall be performed and completed in a good and workmanlike manner to the Owner's satisfaction and all work and material required for the performance of the preventive maintenance shall strictly conform to the specification. Any work or material necessary to and usually included in the performance of the preventive maintenance tasks shall, together with all such incidental services and processes as are usual and proper in the performance of such work, be furnished by the Contractor as a part of the work without any extra charge.
2. The Contractor shall provide monthly, or at the Owner's request, without additional compensation, at any reasonable time in writing as the Owner directs, a report (including but not limited to) on the progress of the preventive maintenance work, performance, maintenance hours, summary of callbacks, and shutdowns. The Contractor will attend meetings of such places and at such times as the Owner shall request for the purpose of reporting to the Owner.
3. Codes and Statutes: All the work covered by these specifications is to be done in full accordance with the Federal, State and Local Codes, statutes, and elevator safety orders as are in effect at the time of the execution of the Contract. All of the requirements of the Government authorities are to be fulfilled by the Contractor and his Subcontractors. Work on all elevator equipment shall be in accordance with the latest edition and supplements of the American Society of Mechanical Engineers A17.1 Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks, the National Electrical Code (NFPA 70), and the requirements set forth by the State of Florida, Local authority, and Federal ADA requirements.

C. ADDITIONAL REQUIREMENTS

1. Protection of Work and Property: The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the Owner's property from injury or loss arising out of the Contract. The Contractor shall make good of any such damages, injury, or loss, except such as may be directly caused by agents or employees of the Owner. The Contractor shall provide all barricades required to protect open hoistways or shafts (per OSHA regulations).
2. Storage of Materials: Upon contract award, the Contractor shall supply the Owner and their representative with the Material Safety Data Sheets (MSDS) information on all hazardous material that is used and stored at the site. The Contractor shall confine storage of materials on site to limits approved by the Owner's representatives and shall not unnecessarily encumber the premises or overload any portion with materials to a greater extent than the structure design load. The Owner will provide the Contract or with storage and workspace at the Facilities & Safety's Complex Building (16A), however, this may be subject to revision.
3. Removal of Equipment and Rubbish: The Contractor shall remove all rubbish, waste oil, grease, dirty rags, old parts, etc. from the building immediately after any service calls, maintenance, or repairs and keep the building and premises clean during the progress of the work and leave the premises in perfect condition, as far as the work is concerned, to the Owner's representatives' complete satisfaction.

4. Cartage, Hoisting, and Equipment Installation: All elevator equipment installed under the Contact shall be delivered to the job site and, if necessary, hoisted into place by the Contractor.
5. Materials and Workmanship: All materials and equipment furnished for the preventive maintenance and/or repairs shall be new and the best of their respective kinds. Installation shall be in a neat, accurate, workmanlike manner and be subject to the approval of the Owner and Elevator Consultant. All materials and equipment furnished shall conform to the regulations of the bodies having jurisdiction and installation shall conform to the regulations of the bodies having jurisdiction over such installation.
6. Transportation: The Contractor is responsible for all transportation of employees and materials to and from each building, including but not limited to, parking costs, golf carts, etc. If the Contractor chooses to use an electric golf cart, the Owner will provide a standard receptacle for power. The Owner will not be responsible for the security of the Contractor's vehicles. The Contractor's employees are to comply with UCF rules while driving on campus.
7. The full time Elevator Technician and/or his temporarily-assigned personnel shall report to Facilities Operations Monday through Friday at 7:00a.m. and check in with the Work Control Center (WCC). WCC will ensure that the Elevator Technician is made aware of any elevator problems that occurred over the night. This requirement applies to regular maintenance, repairs, and callbacks. Daily, the Technician will brief FO Supervision on the status of repairs and maintenance done that day. The Contractor shall provide cell phones for the regularly assigned elevator technician and personnel that may respond to service calls.
8. The Contractor's Elevator Technician must comply with Facilities Operations access procedures. Assigned keys are not to leave the University campuses and must be returned at the end of the each shift and not to be kept overnight or transferred to another technician or person without WCC's knowledge.

4.2.1 DUTIES OF CONTRACTOR

- A. The Elevator Contractor shall furnish full maintenance services to The University of Central Florida (hereafter called the Owner) in accordance with the terms and conditions specified herein on the following elevator equipment:

See, "APPENDIX A." page 41 of this document and also listed on the UCF Purchasing website:
<http://www.purchasing.ucf.edu/bids/index.asp>

- B. The entire elevator system shall be maintained as hereinafter described, in accordance with the following detailed terms: Trained employees of the Contractor will use all reasonable care to keep the systems in proper adjustment and in safe operating condition, in accordance with all applicable codes, ordinances, and regulations.
- C. With respect to all units' monthly systematic examinations, repairs, replacements, adjustments, cleaning, and lubrication of all machinery, machinery spaces, hoist ways, and pits.
- D. With respect to all units, the Contractor shall maintain all parts of the elevators consisting of, but not limited to, machines, motors, generators, brushes, controllers, selectors, worm gears, gears, thrust

bearings, brake magnet coils or brake motors, brake shoes, windings, rotating elements, contacts, coils, resistance for operating motor circuits, magnet frames, leveling devices, cams, car hoistway door hangers, tracks, closures and guides, door operating devices and door motors, safe edge detectors, car lights, push buttons, indicators, hall lanterns, solid state and microprocessor component systems, auxiliary rotating equipment, timing devices, computer devices, power drives, communication and intercom systems, cab ventilation fans, electrical wiring, door protection, emergency lighting, alarm bells, and safety systems complete, oil hydraulic tanks, manifolds, valves, screens, filters, pumps, belts, fittings, above-ground piping and supports, packing, "O" rings, cylinder head assemblies, pistons, and isolation equipment.

- E. With respect to all units, all work, regular examinations, and repairs in accordance with the Contract are to be made during the hours of 7:00a.m. to 4:30p.m., excluding University holidays of the elevator industry, Monday through Friday.
- F. The Contractor shall not be under any obligation hereunder to make any repairs or replacements, except that incidental to the normal wear, tear, and operation of the equipment typical of these facilities. With respect to all units, it is mutually agreed that the Contractor shall make any and all repairs or replacements damaged by the Contractor's improper repair, negligent or willful acts or omissions. The Contractor shall provide all necessary labor for required maintenance procedures and repairs over and above specified assigned or scheduled labor to properly service systems without extra charge to the Owner.
- G. With respect to all invoicing for work outside of the Contractor's obligation (and pre-approved by the Owner) they shall include the:
 - 1. Name and title of the employee(s) who performed the work.
 - 2. Date and type of service performed.
 - 3. Owner's identification number and State serial number.
 - 4. Defined hours worked and premium or travel hours expended.
 - 5. Corrective action(s) performed.
 - 6. Material used in the performance of the work.
 - 7. Definition of any expense.
 - 8. Applicable Purchase Order and Work Order numbers.
- H. Proposals provided to the Owner for requested work outside the scope of this contract shall have a detailed breakdown of labor rates, hours, materials, and expenses acceptable to the Owner prior to approval. An example of a proposal for work outside of the scope of this contract may be repairs to due lightning damage, damage due to vandalism, etc.
- I. With respect to scheduled repairs, the Contractor shall confirm in writing, via email, within twenty four (24) hours of the repair, a confirmation that the work shall proceed on the date scheduled. The email message shall be sent to the appropriate party(s) as designated by the Owner.
- J. With respect to any service performed, the Contractor is required to maintain a log sheet that will be kept in a designated location of the Owner's representative's choice, each time they (the Contractor's employees) are on the premise. Written memos from the building regarding any work requested shall be maintained at this location for the Contractor's employee's action.

- K. With respect to Material Safety Data Sheets prior to commencement of work, and in accordance with the OSHA Hazard Communication Standard, the Contractor is required to provide the Owner's representative, within fifteen (15) days following notification official award for the work under this specification, a list of chemicals and copies of Material Safety Data Sheets (MSDS) for any chemicals that will be used or stored on the Owner's property. A purchase order will not be issued unless the contractor is in compliance with the provisions in this section.

4.3 MINIMUM MECHANIC PREVENTIVE MAINTENANCE HOURS

- A. It is agreed that a mechanic will be available on site a minimum of one hundred forty (140) hours every month (work to be performed in increments of no less than eight (8) hours) to perform preventive maintenance. Problem call backs and repair labor are not considered preventive maintenance. It is understood that such minimum service hours do not limit labor required to maintain the equipment in an operating condition of excellence.
- B. Failure to provide and document (to the Owner monthly) these minimum monthly hours shall cause the Contractor to add the missed equivalent number of hours to the next month's schedule at no additional cost. At no time shall the missed hours exceed sixteen (16) hours per calendar month or be on consecutive days. Failure to provide the total minimum hours in any three (3) month period shall result in the credit or reimbursement of the total cost of one (1) month of this agreement for the quarter in question.

4.4 EMERGENCY CALL-BACK SERVICE

- A. Include all costs for emergency call-back service, which consists of promptly dispatching qualified employees in response to a request, from the Owner or their representative by telephone or otherwise, for emergency adjustments or repairs on any day of the week, at any hour, day or night.
- B. Emergency repairs shall be made within two (2) hours to restore the equipment to operating order. If repairs cannot be made immediately, the mechanic shall notify the Owner as to the reason why.
- C. All hours, the Contractor shall provide a maximum of one (1) hour response time, from the time of request, for passenger entrapments or group failures. Includes holidays and weekends.
- D. All hours, the Contractor shall provide a maximum of two (2) hour response for other calls.
- E. If the response time is greater than one (1) hour for entrapments or group problem calls and two (2) hours for other problems, the Owner has the right to a) have the Contractor defend any elevator related suit that may arise out of his/her failure to respond in the prescribed time and b) failure to comply with the aforementioned, at the Owner's sole discretion, shall be cause for termination.
- F. On eight (8) hours notice, if requested by the Owner and at the Owner's expense, the Contractor shall provide a standby mechanic at any time.
- G. Should the Owner experience more than seventy (70) callbacks (total covered by the Contract) on elevators within a calendar month, the Contractor shall credit or reimburse the total cost of one month of this agreement for the month in question. Note: seventy (70) callbacks per month would be the industry average for one hundred forty (140) elevators

4.5 OVERTIME LABOR

- A. Scheduled repairs, preventive maintenance, and/or adjustment procedures necessitating removal of an elevator for extended period of time must be scheduled through the Owner.
- B. The Owner retains the right to have such work completed during overtime hours with the understanding that the Contractor shall pay for the regular labor portion and the Owner's extraordinary obligation is the premium labor as noted below. When damage to the equipment is due to negligence on the part of the Contractor, the overtime portion will be the responsibility of the Contractor.

4.6 LABOR RATES

- A. Pricing for labor rates and parts markup described in this section should be listed on Appendix C, Labor Rates and Parts Markup.
- B. The Contractor labor billing rates for work not covered by the Contract. Premium time will be for work covered by the Contract performed on overtime.
- C. The University will have a need for an elevator technician to perform stand-by services. The stand-by services will be for football games, housing move in and out, and special events. The technician duties will be to pre-check the elevators' operations prior to start of the event; monitor elevator operation during the event; and be readily available and prepare to return any inoperative elevator to service as quickly as possible. The stand-by technician will not perform any other duties. The stand-by hourly billing shall be calculated:
 - 1. One way travel time from the shop or closer, to the nearest half hour.
 - 2. The time the technician is at the site as required to report to the event.
 - 3. The time the event ends and/or when the technician is released.
- C. Repair services will be services required for emergency repairs. Emergency repairs will be established by the Facilities Contract Manager. The following guidelines will apply:
 - 1. All labor rates will be as established in the Contract per labor rate fee schedule Appendix NOTE: Parking Permit required at the Contractor's expense.
 - 2. UCF will not pay for travel, labor, or mileage fees. Only the time spent on-site will be billable.
 - 3. Signing in and out is mandatory for processing payments.
 - 4. Parts for repairs to the elevator will be sold as new and be OEM only. No substitution allowed.
 - 5. The Contractor will guarantee that at least one (1) portable generator (300 kva or higher) with cables will be available for emergency needs.
- D. The Contractor's repair estimate will be evaluated to determine if the scope has been clearly and accurately understood, the hours have been accurately applied, the work has been properly estimated with supporting data presented, and that material and equipment estimates are reasonable and properly documented. After the estimate has been reviewed, the University's authorized representative(s) will negotiate with the Contractor. The Facilities Operations' authorized representative(s) will approve a fixed price for the work described in the work order and a purchase order will be issue for the work.

4.7 TESTING - ALL UNITS

- A. The Contractor shall examine, at least monthly, all safety devices and governors and conduct Category One (annual) and Category Five (5 year) tests of the safety mechanisms, overhead speed governors, car, and counterweight buffers in accordance with ASME - A17.2 procedures. Additionally, during these tests, the car balances will be checked and the governor re-calibrated and sealed for proper tripping speed.
- B. The Contractor will assign a dedicated elevator technician to the elevator inspector to perform annual and required State inspections. The Contractor will assign additional staff to respond to elevator calls and not “pull away” the assigned technician from the inspections.
- C. Elevators will be maintained in a safe condition. It is expected that each elevator unit will pass the annual inspections and testing during the inspector’s visit. If the elevator does not pass the initial annual inspection, the deficiencies will be corrected and ready for re-inspection within five (5) business days.
- D. Because of class schedules, the majority of the annual inspections and testing will be done during the holiday, spring, and summer breaks.
- E. The Contractor will be responsible for filing all the necessary documents with all governmental authorities for all required tests including, but not limited to, the Category One (annual) and Category Five (5 year) tests.
- F. The Owner shall hire an independent third party State certified elevator inspector. The Contractor shall be responsible for all filing fee requirements of the governmental authorities and reinspection fees incurred by the Owner from State inspections, except for the Owner’s cost of Certificates of Operation issued by the Authority Having Jurisdiction (AHJ).
- G. The Contractor will perform a monthly test of the elevator Fire Safety System, i.e., manual recall and firemen's elevator operation on the designated elevators at their cost.
- H. Results of all tests shall be presented to the Owner within twenty four (24) hours.

4.8 LUBRICATION

- A. The Contractor shall lubricate monthly (12 times per year at regularly scheduled intervals) all mechanical parts recommended to be lubricated by the original manufacturer of the elevator equipment or otherwise lubricate as often as and in the manner specified by said manufacturer.

4.9 LUBRICANTS AND CLEANING

- A. With respect to all units, lubricants consisting of oils, greases, and compounds furnished by the Contractor, shall be the highest quality, the consistencies of which shall be proper for the purposes employed and for the parts to which applied. It also being understood and agreed between the parties hereto, that abrasive bearing lubricants shall not be employed except on new parts installed and only if, and for the period recommended by the original manufacturer (OEM) of the elevator equipment. Where abrasive bearing lubricants have been employed in conformity hereto, they are to be thoroughly removed by cleaning after the break-in period has elapsed.

- B. With respect to all units, the Contractor shall keep the guide rails clean and properly lubricated except when roller type guides are involved, no rail lubrication shall be used.
- C. With respect to all units, when necessary, the Contractor shall renew guide shoes and/or rollers and their related components as required insuring smooth and quiet operation.
- D. Approved fire rated metal containers shall be provided by the Contractor for the storage of wiping cloths.

4.10 CLEANING MATERIALS

- A. Cleaning components, wiping cloths, and other materials are to be supplied by the Contractor. It also being understood and agreed that cleaning agents employed shall not be flammable or noxious and must always be stored in approved metal containers and/or fire rated cabinets provided by the Contractor. The Owner is to approve all locations.

4.11 CLEANING

- A. The Contractor shall, during the course of all examinations, immediately remove and discard all accumulated dirt and debris from the elevator machine rooms, car tops, and pit areas. All elevator equipment located in the elevator machine room will be vacuumed monthly. A vacuum cleaner shall be provided by the Contractor and stored onsite. Upon the commencement date of the Contract and every two (2) years thereafter, as a minimum, the Contractor shall clean all elevator hoistway equipment.

4.12 PAINTING/INSULATING

- A. The Contractor shall keep the exterior of all components and machinery and any other parts of the equipment subject to rust properly painted, identified per code, and presentable at all times. Motor windings, microprocessor components, and controller coils shall be annually treated with proper insulating/cleaning compound. All elevator machine room floors, equipment, and storage areas shall be painted in the second and fourth year of this agreement with good quality floor enamel.

4.13 PERFORMANCE (ELEVATORS) REQUIREMENTS

- A. All control systems shall be maintained to provide smooth acceleration and retardation. The Contractor must maintain elevators in accordance with the standards of performance as herein prescribed.
- B. Elevators shall be adjusted to meet these performance requirements:
 - 1. Lobby dispatch time - adjustable to sixty (60) seconds; set to twenty-five (25) seconds; subject to loading, system programming, and demand factors.
 - 2. Non-interference (stop for car call) - adjustable to ten (10) seconds; set to A17.1 and all handicap standards minimum of three (3) seconds.
 - 3. Non-interference (stop for corridor call) - adjustable to twenty (20) seconds; set to A17.1 and full

handicap standards (including the Americans with Disabilities Act of 1990) minimum based on distance and five (5) second advance audible signal provisions.

4. Reduced non-interference time (short door dwell after interruption of safe edge beam and re-establishment of safety provision) - adjustable to ten (10) seconds; set to one half (1/2) second.
5. Door closing pressure shall be adjusted to be less than thirty (30) kinetic pounds per code.
6. Door close time shall not exceed three and one half (3 1/2) seconds.
7. Door open time shall not exceed two (2) seconds.
8. Operating speed +/- five percent (5%) of the rated speed in both directions of travel under load and no load conditions.
9. Floor stop landing, under varying load conditions, shall be accurate within one quarter inch (1/4"), for all units with a sill to sill to commencement of door opening cycle with machine brake mechanically set. No pre-door opening during deceleration mode will be accepted.
10. Re-leveling of cars to compensate for varying rope stretch caused by loading or unloading shall commence within the five-eighths of an inch (5/8") of the landing zone (above or below) with the doors in the open position. The leveling action shall be smooth and not perceptible.

4.14 SUPERVISORY SYSTEM

The Supervisory System and/or dispatching signal system shall be checked and tested quarterly to insure that all circuits and time settings are properly adjusted in accordance with the standards of performance as herein prescribed.

4.15 SPARE PARTS

- A. The Contractor shall provide and maintain a supply of contacts, coils, solid-state boards, PC boards and associated components, leads, brushes, lubricants, wiping cloths, rollers, guides, switches, and other minor parts for each elevator for the performance of routine preventative maintenance. All spare parts shall be kept in storage cabinets provided by the Contractor and approved by the Owner. The Owner will provide the Contractor with storage and workspace at the Facilities & Services Complex Building (16A), however, this may be subject to revision.
- B. All other components required to maintain and correct problems, must be available within four (4) hours.
- C. The Contractor will provide UCF with a list of recommended spare parts and components, at the request of UCF, for UCF to purchase if so chooses.

4.16 NOTICE BY AUTHORITY OR COMPANY TO REPAIR OR REPLACE

- A. The Contractor shall comply in an expeditious time frame with all written recommendations of the Owner including building management, independent inspectors, consultants, and insurance carriers

employed by the Owner for repairs or preventive maintenance as covered herein. The Contractor shall furnish, within five (5) working days, the list of discrepancies discovered with a schedule for corrective work.

- B. The Contractor is required to be completed with all work within thirty (30) days unless otherwise agreed to by the Owner or their representative. Items which are not covered within this document shall be presented in the form of proposal with estimated labor and material necessary to complete the item. Proposals shall be detailed as requested.

4.17 REPAIR OR REPLACEMENT EXCLUSIONS

The Contractor is not required under the Contract to install new attachments on the units as recommended or directed by insurance companies, Government Authorities, or otherwise. Any equipment to be replaced will be from the original manufacturer or better.

4.18 RECORDS

- A. With respect to all units, a complete permanent record of inspections, maintenance, lubrication, and call-back service for each unit under service will be kept at a location designated by the Owner. The Owner may keep a log which shall be kept updated on every visit of the service mechanic to the property. The mechanic must have his time ticket signed and leave a copy with the Owner or designated person in his absence. Failure to do so is a violation of the Contract.
- B. A summary of preventive maintenance, major repairs, passenger entrapments, and call backs shall be provided to the Owner at any reasonable time upon request.
- C. If you request a price adjustment at the end of the thirty-six (36) month initial term, the document shall be hand-delivered to the Property Manager ninety (90) days in advance of the anniversary date by the Contractor's representative. Along with the price adjustment document, a summary (computer printout or hand records) of all the prior year's activity shall also be delivered for the Manager's review. This document shall include hours of preventative maintenance performed for the year, number and type of call backs, and summary of major repairs performed.
- D. The Contractor representative shall ride the elevators with the Owner, walk the machine room area, and generally review the equipment and equipment spaces with the Owner. They shall also answer any questions and make notes of requests of the Owner for prompt response.
- E. Real-time, daily event-driven emails shall be provided to the Owner for all work performed on units under the Contract. Including, but not limited to, preventative maintenance visits, repair work, response to callbacks, and when a unit is returned to back service.
- F. The Contractor will provide the Owner access to the web-based client portal that will provide online records for performance, maintenance records and include but not be limited to:
 - 1. Review of an individual unit or building.
 - 2. Review of the complete portfolio.
 - 3. Date range searchable.
 - 4. Ability to review three (3) years backlog data.

5. All reports shall be available for download in PDF format.
6. Available on the Owner's mobile devices.
7. Maintenance histories and service activity.

G. Failure to conform to the above will be reason for the Owner to delay payment of the new price adjustment until the requirement is fulfilled.

4.19 DIAGRAMS

With respect to all units, the Contractor shall provide and maintain two (2) complete sets of updated electrical wiring diagrams on file with and become property of the Owner. One set shall be provided to the Owner for archive records and the other set shall be maintained in each machine room.

4.20 OWNER'S RIGHTS

- A. The Contractor shall, at any reasonable time during the term of the Contract and upon written request of the Owner or their representative, render a report of inspections, repairs, or replacements made by the Contractor at the premises herein, itemized as to parts installed or services performed and supply samples of lubricants, compo ends, or other materials employed.
- B. The Contractor shall provide, upon the request of the Owner, a representative to meet with the Owner's representative with records as requested by the Owner.
- C. Failure to comply with any provision in this section to the Owner's satisfaction may be cause for termination

4.21 SOLE RESPONSIBILITY

The maintenance work shall be performed only by elevator technicians directly employed and supervised by the Contractor, who are experienced and skilled in maintaining automatic group control elevators similar to those to be maintained under the Contract and shall not be assigned or transferred to the Subcontractor or any agent. Repair work and/or major adjustment procedures shall be by another team, not the assigned maintenance mechanics, and subject to the Owner's approval.

4.22 REPAIRS, RENEWALS, AND REPLACEMENTS

- A. Repairs, renewals, and replacements shall be made by the Contractor as soon as examinations reveal the necessity therefore or when the Owner so advises the Contractor under the terms of the Contract. Should the Contractor not provide the Owner at least three (3) weeks' notice of the need to shut down a unit for repair, replacement, or renewals of all components covered by this agreement, the Owner shall have the right to have the work expedited on an overtime basis without cost to the Owner.
- B. It being understood and agreed that repairs, renewals, and replacements shall be made in accordance with high standards of preventative maintenance practice and that the repair and renewals of parts made shall be equal in design, workmanship, quality, finish fit, adjustment, operation, and appearance to the original installation and that replacement shall be with new and genuine parts equal to or better than those parts supplied by the manufacturer of the original elevator equipment or its successor, and

shall apply to the repairs, renewal, or replacement of all mechanical, electronic and electrical parts, including but not limited to the following:

1. Automatic power-operated door systems, car door hanger, car door contact, door protective device, load-weighing equipment. Car safety mechanism, platform, floor covering (flooring if damaged caused, either directly or indirectly, by the Contractor or any agents of the Contractor) in the elevator car, elevator car guide shoes, gibs or rollers, and accessories.
2. Machine, worm gear, gear, thrust-bearing, drive sheave, drive sheave shaft-bearings, brake, pulley, brake coil, brake contact, shoes and linings, components part, and all associated castings.
3. Motor, motor generator, motor windings, rotating element, commutator, field coil, brushes, brush holders, bearings, rotors, starters, slip rings, solid-state power drives complete, and all associated apparatus, speed-monitoring equipment, and attachments.
4. Controller, selector, motor drives and dispatching equipment, all relays, solid-state components, resistors, condensers, transformers, contact leads, dashpots, timing devices, computer devices, insulators, solenoids, resistance grids, and mechanical and electrical driving equipment, diagnostics, trouble-shooting tools, monitors, and associated apparatus.
5. Governor, governor sheave and shaft assembly, bearings, contacts, cables, and assemblies.
6. Deflector or secondary sheave, bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, counterweight and counterweight guide shoes, including rollers or gibs.
7. Hoistway door interlocks, hoistway door tracks and hangers, bottom-door guides, and auxiliary door-closing devices, hoistway landing, leveling, and encoding systems complete.
8. Hall lanterns, main lobby fixtures, main and auxiliary car operating panels, car position indicators, door operators, safety edges and photo eyes, electronic safe edges, devices and auxiliary audible/visible signals and controls, complete emergency power panels, communication devices, and signaling equipment.
9. With respect to all units, the Contractor shall be responsible for re-lamping all lighting fixtures in the pit, machine room, and hoistway (excluding cab lighting) as required (the Owner shall supply the material).
10. The Contractor shall examine and equalize tension on all hoisting, compensating, and governor cables, suspension means, and renew them whenever necessary to insure the maintenance of adequate safety factor. The Contractor shall also shorten all cables or suspension means as required to maintain legal bottom run by clearances.
11. The Contractor shall repair and/or replace all electrical wiring and conductors extending to the elevators from mainline switch in the machine room and outlets in the hoistways.
12. Oil hydraulic tanks, manifolds, valves, screens, filters, pumps, belts, fittings, above-ground piping and supports, "O" rings, cylinder head assemblies, pistons, and isolation equipment.

4.23 EXCLUSIONS

The following items are excluded: car enclosure (including removable panels, suspended ceiling, light diffusers, etc.), car door panels, hoistway enclosures, hoistway door panels, door frames and sills, exterior portion of underground hydraulic cylinder, underground piping and mainline switch. There shall be no exclusions for obsolescence. This exclusion shall not relieve the Contractor from the maintenance of components subject to rust as set forth in this section and replacement or repair of those components if not maintained.

4.24 PRICE ADJUSTMENT

- A. No price adjustments will be permitted within the first thirty-six (36) months of the agreement. Thereafter the Contract can be adjusted on the anniversary date using the following formula:
1. Twenty percent (20%) of the Contract price shall be increased or decreased by the percentage of increase or decrease shown by the index of Wholesale Commodity Prices for Metals and Metal Products published by the U.S. Department of Labor, Bureau of Statistics, for the end of the quarter prior to the anniversary date of the agreement.
 2. Eighty percent (80%) of the Contract price shall be increased or decreased by the percentage of increase or decrease in straight-time hourly rate for elevator maintenance employees' in the locality where the equipment is to be maintained.
 3. Regardless, the maximum allowed price adjustment shall be five percent (5%).
 4. The term "straight-time hourly rate" for elevator maintenance employees' in this paragraph shall equal the actual hourly rate paid to the elevator maintenance employees' plus the fringe benefits granted in lieu of or in addition to hourly rate increases.
 5. Documentation with regard to price adjustment must be submitted with the price adjustment request.

4.25 NON-PAYMENT

- A. The Owner may have the elevator performance checked monthly by its representative, maintenance manager or consultant to insure that the Contractor is performing in accordance with the terms of the Contract.
- B. If the performance requirements contained herein are not met, or if the Owners' representative determines that the Contractor is otherwise in default of its obligations hereunder, Owner 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.

4.26 PERFORMANCE STANDARDS

- A. The University and the Contactor will work together as partners to develop and sustain top performances for all campus elevators. Metrics and key improvement indicators (KPI) will be established. Parameters Metric Examples are:
1. Dispatched response times.
 2. Elevator run time versus downtime (uptime).
 3. Number of dispatch calls due to maintenance.
 4. Operating and housekeeping.
 5. State inspection failure rate.
- B. At the end of each ninety (90) day period, the Contractor shall meet with the University's representative to review performance and schedule major repairs contemplated during the next ninety (90) day period. The Contractor shall submit written performance reports to the University at the end of each quarter (three month period). This report shall include any notification of obsolete equipment requiring replacement or known safety issues. This report will be in an Excel spreadsheet format by building name and number, cab number, state serial number, parts required, and total dollar amount for replacement.

4.27 BILLING VERIFICATION

- A. The Contractor agrees, upon reasonable request, to substantiate that its billing is in conformity with the terms of the Agreement and to furnish documents verifying each charge billed to the Customer on a time and material basis.
- B. A monthly billing shall be rendered by the Contractor for regular monthly maintenance service and any Owner authorized extra work itemized by building name, building number, work order number, and UCF purchase order number. Lump sum billing is not authorized. The Contractor is responsible for all shipping and freight costs.
- C. Any unit added or deleted by the University will result in an equitable adjustment to the Contract price. If added, the price will be negotiated by the parties. If a unit is deleted, the price as then in effect on said individual unit will be prorated over the remainder of the term of the Contract, and so subtracted from the contractual amount due under the Contract. All changes will be administered through addendum signed by both parties.

4.28 STATE AND LOCAL SALES TAX

All invoices for services rendered in the performance of the Contract shall have any taxes imposed by any government agency listed as a separate line item.

**APPENDIX A
ELEVATOR INVENTORY LIST**

Appendix A is also located on the UCF Purchasing website as an excel spreadsheet

<http://www.purchasing.ucf.edu/bids/index.asp>

Building Name	Building Number	Elevator Number	Elevator Serial Number	Type	Manufacturer (Controller)	Building Type
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MAIN CAMPUS						
4365 Andromeda Loop N., Orlando 32816						
Millican Hall	1	1	07758	Hydraulic	Dover	E&G
12701 Pegasus Dr., Orlando 32816						
John C. Hitt Library	2	1	04761	Hydraulic	Dover	E&G
		2	04762	Hydraulic	Dover	E&G
		3	04763	Hydraulic	Dover	E&G
		4	04654	Hydraulic	Dover	E&G
		5	33687	Hydraulic	General	E&G
4104 Libra Dr., Orlando 32816						
Chemistry Building	5	1	04764	Hydraulic	Dover	E&G
4393 Andromeda Loop N., Orlando 32816						
Mathematical Sciences Building	12	1	08467	Hydraulic	Dover	E&G
		2	08469	Hydraulic	Dover	E&G
12704 Pegasus Dr., Orlando 32816						
Technology Commons I	13	1	08468	Hydraulic	Dover	E&G
4297 Andromeda Loop N., Orlando 32816						
Howard Phillips Hall	14	1	07433	Hydraulic	Dover	E&G
12790 Aquarius Agora Dr., Orlando 32816						
Colburn Hall	18	1	11488	Hydraulic	Dover	E&G
		2	38787	Hydraulic	Dover	E&G
4110 Libra Dr., Orlando 32816						
Biological Sciences Building	20	1	20856	Hydraulic	Dover	E&G
		2	61627	Hydraulic	ThyssenKrupp	E&G
12494 University Blvd., Orlando 32816						
Education Complex & Gym	21	1	24041	Hydraulic	Dover	E&G
12710 Pegasus Dr., Orlando 32816						
Technology Commons II	29	1	31496	Hydraulic	General	E&G
4048 Libra Dr., Orlando 32816						
Brevard Hall	30	1	31467	Hydraulic	General	AUX
4032 Libra Dr., Orlando 32816						
Orange Hall	31	1	31466	Hydraulic	General	AUX
4008 Libra Dr., Orlando 32816						

Seminole Hall	32	1	31468	Hydraulic	General	AUX
12760 Pegasus Dr., Orlando 32816						
Engineering I	40	1	35886	Hydraulic	Dover	E&G
		2	35887	Hydraulic	Dover	E&G
12744 Pegasus Dr., Orlando 32816						
Business Administration I	45	1	41357	Hydraulic	Mowrey	E&G
		2	41359	Hydraulic	Mowrey	E&G
		3	41360	Hydraulic	Mowrey	E&G
12777 Gemini Blvd. N., Orlando 32816						
UCF Arena	50	1	44961	Hydraulic	Delta	AUX
		2	90387	Hydraulic	ThyssenKrupp	AUX
		3	90388	Hydraulic	ThyssenKrupp	AUX
		4	90389	Hydraulic	ThyssenKrupp	AUX
		5	90458	Hydraulic	ThyssenKrupp	AUX
12400 Aquarius Agora Dr., Orlando 32816						
Visual Arts Building	51	1	45488	Hydraulic	Century	E&G
		2	45489	Hydraulic	Century	E&G
12715 Pegasus Dr., Orlando 32816						
Student Union	52	1	48106	Hydraulic	Dover	AUX
		2	48107	Hydraulic	Dover	AUX
		3	48108	Hydraulic	Dover	AUX
		4	48109	Hydraulic	Dover	AUX
4304 Scorpius St., Orlando 32816						
CREOL Building	53	1	47645	Hydraulic	Dover	E&G
		2	47646	Hydraulic	Dover	E&G
		3	90468	Hydraulic	Hontz	E&G
12716 Pegasus Dr., Orlando 32816						
College of Sciences Building	54	1	50441	Hydraulic	Dover	E&G
		2	51273	Hydraulic	Dover	E&G
12405 Aquarius Agora Dr., Orlando 32816						
Nicholson School of Communication	75	1	53982	Wheelchair Lift	Chairlift	E&G
		2	54116	Hydraulic	US Elevators	E&G
		3	54117	Hydraulic	US Elevators	E&G
12601 Aquarius Agora Dr., Orlando 32816						
Classroom Building I	79	1	56364	Hydraulic	Montgomery	E&G
		2	56365	Hydraulic	Montgomery	E&G
12805 Pegasus Dr., Orlando 32816						
Health & Public Affairs I	80	1	54759	Hydraulic	Dover	E&G
		2	54760	Hydraulic	Dover	E&G
		3	54761	Hydraulic	Dover	E&G
4016 Libra Dr., Orlando 32816						
Sumter Hall	84	1	54615	Hydraulic	Montgomery	AUX
4024 Libra Dr., Orlando 32816						
Citrus Hall	85	1	54617	Hydraulic	Montgomery	AUX
4000 Libra Dr., Orlando 32816						

Flagler Hall	86	1	54616	Hydraulic	Montgomery	AUX
12800 Gemini Blvd. N., Orlando 32816						
Recreation & Wellness Center	88	1	60015	Hydraulic	Schindler	AUX
		2	60016	Hydraulic	Schindler	AUX
		3	97833	Hydraulic	ThyssenKrupp	AUX
4364 Scorpius St., Orlando 32816						
Health & Public Affairs II	90	1	59422	Hydraulic	Dover	E&G
		2	60008	Hydraulic	Dover	E&G
12800 Pegasus Dr., Orlando 32816						
Engineering II	91	1	59114	Hydraulic	Dover	E&G
		2	59115	Hydraulic	Dover	E&G
4221 Andromeda Loop N., Orlando 32816						
Teaching Academy	93	1	62382	Hydraulic	Canton	E&G
		2	62383	Hydraulic	Canton	E&G
4336 Scorpius St., Orlando 32816						
Business Administration II	94	1	62564	Hydraulic	Schindler	E&G
12650 Gemini Blvd. N., Orlando 32816						
Classroom Building II	98	1	100113	Traction	Kone	E&G
		2	100114	Traction	Kone	E&G
4111 Pictor Ln., Orlando 32816						
Psychology	99	1	90393	Hydraulic	ThyssenKrupp	E&G
		2	90394	Hydraulic	ThyssenKrupp	E&G
3740 Libra Dr., Orlando 32816						
Nike Building 101	101	1	59478	Hydraulic	Schindler	AUX
3732 Libra Dr., Orlando 32816						
Nike Building 102	102	1	59479	Hydraulic	Schindler	AUX
3724 Libra Dr., Orlando 32816						
Nike Building 103	103	1	59480	Hydraulic	Schindler	AUX
3756 Libra Dr., Orlando 32816						
Nike Building 104	104	1	59484	Hydraulic	Schindler	AUX
3708 Libra Dr., Orlando 32816						
Nike Building 106	106	1	59485	Hydraulic	Schindler	AUX
4139 Ursa Minor St., Orlando 32816						
Hercules Building 108	108	1	59481	Hydraulic	Schindler	AUX
4125 Ursa Minor St., Orlando 32816						
Hercules Building 109	109	1	59482	Hydraulic	Schindler	AUX
4133 Ursa Minor St., Orlando 32816						
Hercules Building 110	110	1	59483	Hydraulic	Schindler	AUX
4155 Ursa Minor St., Orlando 32816						
Hercules Building 111	111	1	59487	Hydraulic	Schindler	AUX
4120 Ursa Minor St., Orlando 32816						
Hercules Building 113	113	1	59486	Hydraulic	Schindler	AUX
4328 Scorpius St., Orlando 32816						
Harris Corporation Engineering Center	116	1	86236	Hydraulic	Schindler	E&G
		2	86237	Hydraulic	Schindler	E&G
12488 Centaurus Blvd., Orlando 32816						

Performing Arts Center	119	1	97704	Hydraulic	ThyssenKrupp	E&G
		2	97705	Hydraulic	ThyssenKrupp	E&G
4111 Libra Dr., Orlando 32816						
Physical Sciences Building	121	1	95316	Hydraulic	ThyssenKrupp	E&G
		2	95318	Hydraulic	ThyssenKrupp	E&G
		3	97827	Hydraulic	ThyssenKrupp	E&G
		4	97828	Hydraulic	ThyssenKrupp	E&G
4143 Andromeda Loop N., Orlando 32816						
Morgridge International Reading Center	122	1	98538	Traction	ThyssenKrupp	E&G
4055 Home Run Ct., Orlando 32816						
Softball Stadium	125	1	90395	Hydraulic	ThyssenKrupp	AUX
12676 Gemini Blvd. N., Orlando 32816						
Fairwinds Alumni Center	126	1	87741	Hydraulic	ThyssenKrupp	E&G
4098 Libra Dr., Orlando 32816						
Health Center	127	1	88117	Hydraulic	ThyssenKrupp	AUX
		2	88118	Dumbwaiter	ThyssenKrupp	AUX
4465 Knights Victory Way, Orlando 32816						
UCF Bright House Network Stadium	135	1	92044	Traction	ThyssenKrupp	AUX
		2	92045	Traction	ThyssenKrupp	AUX
		3	92046	Traction	ThyssenKrupp	AUX
		4	92047	Traction	ThyssenKrupp	AUX
		5	93831	Hydraulic	ThyssenKrupp	AUX
4123 Pictor Ln., Orlando 32816						
Career Services & Experiential Learning	140	1	98218	Traction	ThyssenKrupp	E&G
		2	98220	Traction	ThyssenKrupp	E&G
4275 East Plaza Dr., Orlando 32816						
Track / Soccer Stadium	142	1	98781	Wheelchair Lift	Chairlift	AUX
12491 University Blvd., Orlando 32816						
Parking Garage - A	147	1	90469	Hydraulic	Canton	AUX
		2	90470	Hydraulic	Canton	AUX
3610 Libra Dr., Orlando 32816						
Public Safety Building	150	1	97834	Hydraulic	ThyssenKrupp	E&G
12638 Gemini Blvd. N., Orlando 32816						
Parking Garage - H	151	1	98345	Traction	Kone	AUX
		2	98346	Traction	Kone	AUX
3676 Libra Dr., Orlando 32816						
Neptune Building 156	156	1	100241	Traction	ThyssenKrupp	AUX
		2	100242	Traction	ThyssenKrupp	AUX
3700 Libra Dr., Orlando 32816						
Neptune Building 157	157	1	100243	Traction	ThyssenKrupp	AUX
		2	100244	Traction	ThyssenKrupp	AUX
3692 Libra Dr., Orlando 32816						
Neptune Building 158	158	1	100245	Traction	ThyssenKrupp	AUX
		2	100246	Traction	ThyssenKrupp	AUX

3820 Libra Dr., Orlando 32816						
Libra Garage	160	1	100260	Traction	Kone	AUX
		2	100261	Traction	Kone	AUX
12354 Research Pkwy, Orlando 32826						
Partnership I	8111	1	60212	Hydraulic	Dover	E&G
		2	60213	Hydraulic	Dover	E&G
3100 Research Pkwy, Orlando 32826						
Partnership II	8119	1	84555	Traction	Canton	E&G
		2	84556	Traction	Canton	E&G
3039 Research Pkwy, Orlando 32826						
Partnership III	8126	1	97825	Traction	ThyssenKrupp	E&G
		2	97826	Traction	ThyssenKrupp	E&G

ADMIN HOUSING

4144 Greek Park Dr., Orlando 32816						
Chi Omega	416	1	100031	Wheelchair Lift	Nation Wheel	AUX
4176 Greek Park Dr., Orlando 32816						
Kappa Kappa Gamma	417	1	100032	Wheelchair Lift	Nation Wheel	AUX

NORTHVIEW HOUSING

3925 Lockwood Blvd., Orlando 32816						
Northview Housing	8136	1	99901	Traction	Kone	AUX
3926 Lockwood Blvd., Orlando 32816						
Northview Housing	8136	2	99902	Traction	Kone	AUX
3927 Lockwood Blvd., Orlando 32816						
Northview Housing	8136	3	99964	Traction	Kone	AUX
3928 Lockwood Blvd., Orlando 32816						
Northview Housing	8136	4	99978	Traction	Kone	AUX

UCF EXECUTIVE DEVELOPMENT CENTER - DOWNTOWN

36 West Pine St., Orlando 32801						
Downtown Academic Center	902	1	50991	Hydraulic	ThyssenKrupp	E&G

UCF SCHOOL OF FILM AND DIGITAL MEDIA - EXPO

500 West Livingston St., Orlando 32801						
Expo Center	906	1	32472	Hydraulic	ThyssenKrupp	E&G
		2	32473	Hydraulic	ThyssenKrupp	E&G

UCF LAKE NONA COLLEGE OF MEDICINE

6900 Lake Nona Blvd., Orlando 32827						
Burnett Biomedical Sciences	1001	1	94261	Traction	ThyssenKrupp	E&G
		2	94262	Traction	ThyssenKrupp	E&G

6850 Lake Nona Blvd., Orlando 32827

College of Medicine	1002	1	96868	Traction	Kone	E&G
		2	96869	Traction	Kone	E&G
		3	96870	Traction	Kone	E&G

UCF ROSEN SCHOOL OF HOSPITALITY**9907 Universal Blvd, Orlando 32819**

Rosen School College	903	1	73190	Hydraulic	Schindler	E&G
		2	73191	Hydraulic	Schindler	E&G
Rosen School - Housing I	904	1	87445	Hydraulic	Schindler	E&G
Rosen School - Housing II	905	1	87444	Hydraulic	Schindler	E&G

UCF FLORIDA SOLAR ENERGY CENTER - COCOA**1679 Clearlake Rd., Cocoa, FL 32922**

F.S.E.C	2001	1	49220	Hydraulic	Schindler	E&G
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"AUX" = Auxilliary Bldg - Customer Funded

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**APPENDIX B
ELEVATOR FEE SCHEDULE**

Appendix B is also located on the UCF Purchasing website as an excel spreadsheet

<http://www.purchasing.ucf.edu/bids/index.asp>

Building Name	Building Number	Elevator Number	Elevator Serial Number	Type	Building Type	Campus	Unit Price	Months of Service	Total Annual Cost
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MAIN CAMPUS									
Millican Hall	0001	1	07758	Hydraulic	E&G	Main		12	
John C. Hitt Library	0002	1	04761	Hydraulic	E&G	Main		12	
		2	04762	Hydraulic	E&G	Main		12	
		3	04763	Hydraulic	E&G	Main		12	
		4	04764	Hydraulic	E&G	Main		12	
		5	33687	Hydraulic	E&G	Main		12	
Chemistry Building	0005	1	04764	Hydraulic	E&G	Main		12	
Mathematical Sciences Building	0012	1	08467	Hydraulic	E&G	Main		12	
		2	08469	Hydraulic	E&G	Main		12	
Technology Commons I	0013	1	08468	Hydraulic	E&G	Main		12	
Howard Phillips Hall	0014	1	07433	Hydraulic	E&G	Main		12	
Colbourn Hall	0018	1	11488	Hydraulic	E&G	Main		12	
		2	38787	Hydraulic	E&G	Main		12	
Biological Sciences Building	0020	1	20856	Hydraulic	E&G	Main		12	
		2	61627	Hydraulic	E&G	Main		12	
Education Complex & Gym	0021	1	24041	Hydraulic	E&G	Main		12	
Technology Commons II	0029	1	31496	Hydraulic	E&G	Main		12	
Brevard Hall	0030	1	31467	Hydraulic	AUX	Main		12	
Orange Hall	0031	1	31466	Hydraulic	AUX	Main		12	
Seminole Hall	0032	1	31468	Hydraulic	AUX	Main		12	
Engineering I	0040	1	35886	Hydraulic	E&G	Main		12	
		2	35887	Hydraulic	E&G	Main		12	
Business Administration I	0045	1	41357	Hydraulic	E&G	Main		12	
		2	41359	Hydraulic	E&G	Main		12	
		3	41360	Hydraulic	E&G	Main		12	
UCF Arena	0050	1	44961	Hydraulic	AUX	Main		12	
		2	90387	Hydraulic	AUX	Main		12	
		3	90388	Hydraulic	AUX	Main		12	
		4	90389	Hydraulic	AUX	Main		12	

		5	90458	Hydraulic	AUX	Main		12	
Visual Arts Building	0051	1	45488	Hydraulic	E&G	Main		12	
		2	45489	Hydraulic	E&G	Main		12	
Student Union	0052	1	48106	Hydraulic	AUX	Main		12	
		2	48107	Hydraulic	AUX	Main		12	
		3	48108	Hydraulic	AUX	Main		12	
		4	48109	Hydraulic	AUX	Main		12	
CREOL Building	0053	1	47645	Hydraulic	E&G	Main		12	
		2	47646	Hydraulic	E&G	Main		12	
		3	90468	Hydraulic	E&G	Main		12	
College of Sciences Building	0054	1	50441	Hydraulic	E&G	Main		12	
		2	51273	Hydraulic	E&G	Main		12	
Nicholson School of Communication	0075	1	53982	Wheelchair Lift	E&G	Main		12	
		2	54116	Hydraulic	E&G	Main		12	
		3	54117	Hydraulic	E&G	Main		12	
Classroom Building I	0079	1	56364	Hydraulic	E&G	Main		12	
		2	56365	Hydraulic	E&G	Main		12	
Health & Public Affairs I	0080	1	54759	Hydraulic	E&G	Main		12	
		2	54760	Hydraulic	E&G	Main		12	
		3	54761	Hydraulic	E&G	Main		12	
Sumpter Hall	0084	1	54615	Hydraulic	AUX	Main		12	
Citrus Hall	0085	1	54617	Hydraulic	AUX	Main		12	
Flagler Hall	0086	1	54616	Hydraulic	AUX	Main		12	
Recreation & Wellness Center	0088	1	60015	Hydraulic	AUX	Main		12	
		2	60016	Hydraulic	AUX	Main		12	
		3	97833	Hydraulic	AUX	Main		12	
Health & Public Affairs II	0090	1	59422	Hydraulic	E&G	Main		12	
		2	60008	Hydraulic	E&G	Main		12	
Engineering II	0091	1	59114	Hydraulic	E&G	Main		12	
		2	59115	Hydraulic	E&G	Main		12	
Teaching Academy	0093	1	62382	Hydraulic	E&G	Main		12	
		2	62383	Hydraulic	E&G	Main		12	
Business Administration II	0094	1	62564	Hydraulic	E&G	Main		12	
Classroom Building II	0098	1	100113	Traction	E&G	Main		12	
		2	100114	Traction	E&G	Main		12	
Psychology	0099	1	90393	Hydraulic	E&G	Main		12	
		2	90394	Hydraulic	E&G	Main		12	
Nike Building 101	0101	1	59478	Hydraulic	AUX	Main		12	
Nike Building 102	0102	1	59479	Hydraulic	AUX	Main		12	
Nike Building 103	0103	1	59480	Hydraulic	AUX	Main		12	
Nike Building 104	0104	1	59484	Hydraulic	AUX	Main		12	
Nike Building 106	0106	1	59485	Hydraulic	AUX	Main		12	

Hercules Building 108	0108	1	59481	Hydraulic	AUX	Main		12	
Hercules Building 109	0109	1	59482	Hydraulic	AUX	Main		12	
Hercules Building 110	0110	1	59483	Hydraulic	AUX	Main		12	
Hercules Building 111	0111	1	59487	Hydraulic	AUX	Main		12	
Hercules Building 113	0113	1	59486	Hydraulic	AUX	Main		12	
Harris Cororation Engineering Center	0116	1	86236	Hydraulic	E&G	Main		12	
		2	86237	Hydraulic	E&G	Main		12	
Performing Arts Center	0119	1	97704	Hydraulic	E&G	Main		12	
		2	97705	Hydraulic	E&G	Main		12	
Physical Sciences Building	0121	1	95316	Hydraulic	E&G	Main		12	
		2	95318	Hydraulic	E&G	Main		12	
		3	97827	Hydraulic	E&G	Main		12	
		4	97828	Hydraulic	E&G	Main		12	
Morgridge International Reading Center	0122	1	98538	Traction	E&G	Main		12	
Softball Stadium	0125	1	90395	Hydraulic	AUX	Main		12	
Fairwinds Alumni Center	0126	1	87741	Hydraulic	E&G	Main		12	
Health Center	0127	1	88117	Hydraulic	AUX	Main		12	
		2	88118	Dumbwaiter	AUX	Main		12	
UCF Bright House Network Stadium	0135	1	92044	Traction	AUX	Main		12	
		2	92045	Traction	AUX	Main		12	
		3	92046	Traction	AUX	Main		12	
		4	92047	Traction	AUX	Main		12	
		5	93831	Hydraulic	AUX	Main		12	
Career Services & Experiential Learning	0140	1	98218	Traction	E&G	Main		12	
		2	98220	Traction	E&G	Main		12	
Track / Soccer Stadium	0142	2	98781	Wheelchair Lift	AUX	Main		12	
Parking Garage A	0147	1	90469	Hydraulic	AUX	Main		12	
		2	90470	Hydraulic	AUX	Main		12	
Public Safety Building	0150	1	97834	Hydraulic	E&G	Main		12	
Park Garage H	0151	1	98345	Traction	AUX	Main		12	
		2	98346	Traction	AUX	Main		12	
Neptune Building 156	0156	1	100241	Traction	AUX	Main		12	
		2	100242	Traction	AUX	Main		12	
Neptune Building 157	0157	1	100243	Traction	AUX	Main		12	
		2	100244	Traction	AUX	Main		12	
Neptune Building 158	0158	1	100245	Traction	AUX	Main		12	
		2	100246	Traction	AUX	Main		12	

Libra Garage	0160	1	100260	Traction	AUX	Main		12	
		1	100261	Traction	AUX	Main		12	
Partnership I	8111	1	60212	Hydraulic	E&G	Reseach		12	
		2	60213	Hydraulic	E&G	Reseach		12	
Partnership II	8119	1	84555	Traction	E&G	Reseach		12	
		2	84556	Traction	E&G	Reseach		12	
Partnership III	8126	1	97825	Traction	E&G	Reseach		12	
		2	97826	Traction	E&G	Reseach		12	
TOTAL COST FOR ANNUAL SERVICE (MAIN CAMPUS):									

ADMIN HOUSING									
Chi Omega	0416	1	100031	Wheelchair Lift	AUX	Main		12	
Kappa Kappa Gamma	0417	1	100032	Wheelchair Lift	AUX	Main		12	
TOTAL COST FOR ANNUAL SERVICE (ADMIN HOUSING):									

NORTHVIEW HOUSING									
Northview	8136	1	99901	Traction	AUX	Main		12	
		2	99902	Traction	AUX	Main		12	
		3	99964	Traction	AUX	Main		12	
		4	99978	Traction	AUX	Main		12	
TOTAL COST FOR ANNUAL SERVICE (NORTHVIEW HOUSING):									

UCF EXECUTIVE DEVELOPMENT CENTER - DOWNTOWN									
Downtown Academic Center	0902	1	50991	Hydraulic	E&G	Downtown		12	
TOTAL COST FOR ANNUAL SERVICE (DOWNTOWN):									

UCF SCHOOL OF FILM AND DIGITAL MEDIA - EXPO									
Expo Center	0906	1	32472	Hydraulic	E&G	Downtown		12	
		2	32473	Hydraulic	E&G	Downtown		12	
TOTAL COST FOR ANNUAL SERVICE (EXPO):									

UCF LAKE NONA COLLEGE OF MEDICINE									
Burnett Biomedical Sciences	1001	1	94261	Traction	E&G	Lake Nona		12	
		2	94262	Traction	E&G	Lake Nona		12	
College of Medicine	1002	1	96868	Traction	E&G	Lake Nona		12	
		2	96869	Traction	E&G	Lake Nona		12	
		3	96870	Traction	E&G	Lake Nona		12	
TOTAL COST FOR ANNUAL SERVICE (LAKE NONA):									

UCF ROSEN SCHOOL OF HOSPITALITY									
--	--	--	--	--	--	--	--	--	--

Rosen School College	0903	1	73190	Hydraulic	E&G	Rosen		12	
		2	73191	Hydraulic	E&G	Rosen		12	
Rosen School - Housing I	0904	1	87445	Hydraulic	E&G	Rosen		12	
Rosen School - Housing II	0905	1	87444	Hydraulic	E&G	Rosen		12	

TOTAL COST FOR ANNUAL SERVICE (ROSEN):	
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UCF FLORIDA SOLAR ENERGY CENTER - COCOA									
F.S.E.C	2001	1	49220	Hydraulic	E&G	Cocoa		12	

TOTAL COST FOR ANNUAL SERVICE (F.S.E.C):	
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TOTAL COST FOR ANNUAL SERVICE (ALL BLDGS):	
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**APPENDIX C
LABOR RATES AND PARTS MARKUP**

Item No.	Quantity	Unit	Description	Unit Price	Total
			The Bidder, having visited the site of the proposed project and familiarized himself/herself with the local conditions, nature, and extent of the work, and having examined carefully the specifications included and Terms and Conditions herein, proposes to furnish all labor, materials, equipment and other items, without exception for the proper execution and completion of the contract and, if awarded the contract, to complete the said work within time limits as specified for the following bid prices.		
			<u>Repair / Request Work</u>		
1	48	Hours	Stand-by for Football Games (Games are played on weekend or during the week)	\$ _____	\$ _____
2	32	Hours	Stand-by for Housing Move-ins (Twice a year, typically Saturdays and Sundays)	\$ _____	\$ _____
3	120	Hours	Repairs Services - One Elevator Tech – Normal Hours	\$ _____	\$ _____
4	80	Hours	Repairs Services – One Elevator Tech and Helper – Normal Hours	\$ _____	\$ _____
5	60	Hours	Repairs Services - One Elevator Tech – Off Normal Hours	\$ _____	\$ _____
6	40	Hours	Repairs Services – One Elevator Tech and Helper – Normal Hours	\$ _____	\$ _____
			<u>Parts and Materials Costs</u>		
7	\$2000	Percentage	Materials Mark-Up <\$1,000	_____	\$ _____
8	\$2000	Percentage	Materials Mark-Up >\$1,000	_____	\$ _____
			<u>Monthly Services</u>		
9	12	Month	Total Monthly Services	\$ _____	\$ _____

TOTAL BID (this page) \$ _____

**APPENDIX I
EVALUATION SCORING SHEET**

NAME OF RESPONDENT COMPANY: _____

INSTRUCTIONS TO EVALUATION COMMITTEE MEMBER:

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

SAMPLE

Evaluation Factors	Max Points	Points Awarded
1. EXPERIENCE AND QUALIFICATIONS OF PROPOSER AND PROJECT STAFF	30	
2. OVERALL RESPONSIVENESS OF PROPOSAL TO SATISFY SCOPE/ PROJECT APPROACH	35	
3. OVERALL PRICING	25	
4. CONFORMANCE TO ITN'S PREFERRED CONDITIONS AND REQUIREMENTS (FAILURE TO CONFORM TO ITN'S MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL) Section 2.0	10	
Total Points:	100	
Comments, if any: Evaluation points do not have to equal 100. Total points can vary depending upon customers' desires.		

EVALUATOR'S NAME: _____

EVALUATOR'S SIGNATURE: _____

DATE: _____

**APPENDIX II
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 term or condition of this ITN are to act to resolve the difference prior to the deadline for inquires, as noted in this ITN. A Respondent's disagreement with any non-negotiable section of this ITN shall be automatically rejected. Failure of the university and the tentative awardee to come to an agreement with respect to terms and conditions within a time frame UCF determines to be reasonable constitutes grounds for rejection of that offer and the University shall have the right, at its sole discretion, to award the contract to the next favorable respondent.

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

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.16	_____	_____	_____
2.17	_____	_____	_____
2.18 **Non-negotiable**	_____	_____	_____
2.19	_____	_____	_____
2.20 **Non-negotiable**	_____	_____	_____
2.21	_____	_____	_____
2.22	_____	_____	_____
2.23	_____	_____	_____
2.24	_____	_____	_____
2.25	_____	_____	_____
2.26	_____	_____	_____
2.27 **Non-negotiable**	_____	_____	_____
2.28 **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	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.39**Non-negotiable**	_____	_____	_____
2.40	_____	_____	_____
2.41	_____	_____	_____
2.42**Non-negotiable**	_____	_____	_____
2.43	_____	_____	_____
2.44	_____	_____	_____
2.45	_____	_____	_____
2.46	_____	_____	_____
2.47	_____	_____	_____
2.48	_____	_____	_____
2.49 **Non-negotiable**	_____	_____	_____
2.50	_____	_____	_____
2.51	_____	_____	_____
2.52 **Non-negotiable**	_____	_____	_____
3.0	_____	_____	_____
4.0	_____	_____	_____

RESPONDENT COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

APPENDIX III

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, _____ certify to the University of Central Florida that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive order 11246, amended.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash room, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

We, further, agree that (except where we have obtained identical certifications from offered subcontractors for specific time periods) we will obtain identical certifications from offered subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that we will retain such certification in our files; and that we will forward the following notice to such offered subcontractors (except where the offered subcontractors have submitted certifications for specific time periods):

NOTE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certificate of Non-segregated Facilities, as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted prior to the award of a sub-contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each sub-contract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

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

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

APPENDIX III

CERTIFICATE OF NON-SEGREGATED FACILITIES SUBPART - CONTRACTOR'S AGREEMENTS

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened

with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

SEC. 402 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:

(1) The contractor agrees to comply with the affirmative action clause and regulation published by the US Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, and Executive Order 11701, which are incorporated in this certificate by reference.

RESPONDENT COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

APPENDIX IV

**COMPLIANCE AND
CERTIFICATION OF GOOD STANDINGS**

The parties shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.

Vendors shall certify below that they are in good standings to conduct business in the State of Florida. **The awardee of any contract resulting from this solicitation shall forward a certification of good standing. The certifications must be submitted to the UCF Purchasing Department prior to providing any goods or services required under the resulting contract.** Noncompliance with this provision may constitute rejection of proposal or termination of a contract at UCF's sole discretion.

CERTIFICATION

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

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

APPENDIX V

Secure Handling of UCF Data

Secure protection and handling of data by vendors and third parties

1. Network Security. Vendor agrees at all times to maintain network security that – at a minimum – includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Likewise Vendor agrees to maintain network security that conforms to one of the following:
 - a. Those standards that UCF applies to its own network, as found at <http://www.cst.ucf.edu/about/information-security-office/iso-policies-standards/>
 - b. Current standards set forth and maintained by the National Institute of Standards and Technology, including those at:

<http://web.nvd.nist.gov/view/ncp/repository>
 - c. Any generally recognized comparable standard (e.g., ISO/IEC 27001, etc.) that Vendor then applies to its own network.
2. Data Security. Vendor agrees to protect and maintain the security of UCF data based on the latest industry security standards and best practices. These security measures include, but are not limited to, maintaining secure segmented networks, maintaining systems that are up-to-date, and environments free of malware.
3. Data Transmission. Vendor agrees that any and all transmission or exchange of system application data with UCF and/or any other parties expressly designated by UCF – solely in accordance with Section 6 below – shall take place via secure means, e.g. HTTPS or FTPS with 128 bit key AES encryption or better.
4. Data Storage. Vendor agrees that any and all UCF data will be stored, processed, and maintained solely on designated target servers and that no UCF data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Vendor's designated backup and recovery processes.
5. Data Encryption. Vendor agrees to store all UCF backup data as part of the its designated backup and recovery processes in encrypted form using 128 bit key AES encryption or better.
6. Data Re-Use. Vendor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Current Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Vendor.

Vendor further agrees that no UCF data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by an agent of UCF.
7. End of Agreement Data Handling. Vendor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all UCF data according to the standards enumerated in DOD 5220.22 or NIST 800-88 and certify in writing that these actions have been completed at a mutually predetermined date.

8. Data Breach. Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of Vendor's security obligations or other event requiring notification under applicable law ("Notification Event"), Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend UCF and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

Related Documents:

- Third-Party Outsourcing (Cloud Computing) of University Data
- UCF Third Party Assurance Questionnaire
- 4-008 Data Classification and Protection

9. FERPA

If Vendor is provided access to any student personally identifiable information (as defined under FERPA), Vendor acknowledges that it will comply with the privacy regulations outlined in the Family Educational Rights and Privacy Act ("FERPA"), for the handling of such information, to the extent such regulations apply to Vendor. Vendor will not disclose or use any student information except to the extent necessary to carry out its obligations under its agreement with UCF and as permitted by FERPA.