

**SUBMIT BID TO:  
UNIVERSITY OF CENTRAL FLORIDA  
Via Bonfire Web Portal**

<https://ucfpurchasing.bonfirehub.com/opportunities/1366>

**University of Central Florida**

**INVITATION TO BID**

**Contractual Services**

**Acknowledgment Form**

Page 1 of 40 Pages		BIDS WILL BE OPENED <b>May 31, 2016 @ 2:00 PM</b> and may not be withdrawn within 120 days after such date and time.		ITB NO. 1527BCSA
UNIVERSITY MAILING DATE: <b>May 2, 2016</b>		ITB TITLE: <b>Pest Control</b>		
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER				
VENDOR NAME			REASON FOR NO BID:	
VENDOR MAILING ADDRESS				
CITY - STATE - ZIP CODE				
AREA CODE	TELEPHONE NO.	<b>POSTING OF BID TABULATIONS</b> Bid tabulations with intended award(s) will be posted for review by interested parties at the Purchasing Department and our solicitation web page and will remain posted for a period of 72 hours. "Failure to file a protest in accordance with BOG regulation 18.002, or failure to post the bond or other security as required in BOG regulation 18.003, shall constitute a waiver of protest proceedings."		
	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 bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid to an agency for the State of Florida, the bidder offers and agrees that if bid is accepted, the bidder will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the state of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.*

**GENERAL CONDITIONS**

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

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

**2. NO BID SUBMITTED:** If not submitting a bid, respond by returning only this bidder acknowledgment form, marking it "NO BID," and explain the

reason in the space provided above. Failure to respond without justification may be cause for removal of the bidder's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID," and it must be received no later than the stated bid opening date and hour.

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**AUTHORIZED NAME (TYPED/PRINTED)**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**CONTACT NUMBER**

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

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

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

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

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

**(c) MISTAKES:** Bidders are expected to examine the conditions, scope of work, bid prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the bidder's risk. In case of a mistake in extensions the unit price will govern. **(d) INVOICING AND PAYMENT:** All vendors must have on file a properly executed W-9 form with their Federal Employer Identification Number prior to payment processing.

Vendors shall submit properly certified original invoices to:

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

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

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

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

**Vendor Ombudsman:** A vendor ombudsman position has been established within the Department of Finance & Accounting. It is the duty of this individual to act as an advocate for vendors who may be experiencing problems in obtaining timely payments(s) from the University of Central Florida. The Vendor Ombudsman can be contacted at (407) 823-1040 or by mail at the address in paragraph 4.(d) above.

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

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

**5. CONFLICT OF INTEREST:** Submission of this Invitation to Bid (ITB) shall certify that the Bidder is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements of Chapter 112, Florida Statutes and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. The Bidder certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section by the Bidder shall be grounds for rejection of the bid or the cancellation of any contract or purchase order resulting from this ITB, without penalty to the University of Central Florida. No person or firm who receives a contract to perform a feasibility study for potential implementation of a subsequent contract, participates in the drafting of a competitive solicitation, assist in design or develops a program for future implementation shall be eligible to contract with the University of Central Florida for any project dealing with that specific subject matter. Bidders must disclose with their bids any such conflict of interest dealing with that specific

subject matter in accordance with chapter 255,FS.

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

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

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

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

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

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

**12. PUBLIC RECORDS:** Any contract or purchase order issued pursuant to this Invitation to Bid may be canceled unilaterally by the University for refusal by the Bidder to allow public access to all papers, documents, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Bidder in conjunction herewith or any contract or purchase order issued pursuant to this Invitation to Bid.

**13. RECORDS:** The Bidder agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities pursuant to a contract or purchase order issued pursuant to this Invitation to Bid. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under a contract or purchase order issued pursuant to this Invitation to Bid.. University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of a contract or purchase order issued pursuant to this Invitation to Bid, upon reasonable notice to the Bidder.

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

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

**Definitions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**University** – University of Central Florida

## Introduction

The University of Central Florida is soliciting proposals from qualified pest control contractors to provide the management, supervision, labor, material and supplies to ensure that a high standard of pest control is maintained in the buildings identified herein.

A site visit will be held **May 12, 2016 at 10:00 AM** at the UCF Purchasing Department, 12479 Research Pkwy, Building 600, Orlando, FL 32826. After a short meeting we will proceed to the main campus only.

1. POSTING OF BID TABULATIONS:
  - A. Bids will be opened at the Purchasing Department at the assigned date and time identified in this ITB.
  - B. Bid tabulations will be posted at such time as the Purchasing Department provides notice of intended decision or until 30 days after a public opening of the bids, whichever is earlier.
  - C. Notice of a decision or intended decision of award will be electronically posted for period of 72 hours.
  - D. Failure to file a protest in accordance with BOG regulation 18.002, or failure to post the bond or other security as required in BOG regulation 18.003, shall constitute a waiver of protest proceedings.
2. BID OPENING: Bids will be received and opened **May 31, 2016 at 2:00 pm** via UCF's Bonfire Web Portal. For additional information, please see Appendix I. Telephone, including facsimile and electronic mail, and telegraphic negotiations and/or amendments to offers shall not be accepted at any time. Purchasing will not extend the bid opening to accommodate vendors that did not discover the ITB early enough to place a bid. **BID DOCUMENTS CAN BE OBTAINED AT <http://www.purchasing.ucf.edu/bids/index.asp>**
3. ADDITIONAL INFORMATION & QUESTIONS: We encourage questions or comments which might aid in the improvement of our existing specifications. The university will not give verbal answers to inquiries regarding the specifications, or verbal instructions prior to or after award of the bid. A verbal statement regarding same by any person is non-binding. The university is not liable for any increased cost resulting from the bidder accepting verbal direction. All changes, if necessary, are made by written addendum to the bid.

Any explanation desired by vendors is to be requested of the University of Central Florida Purchasing Department in writing by **May 18, 2016 at 3:00 pm**. Inquiries are to be legible and concise and clearly identify the bidder who is submitting the inquiry. If an explanation is necessary, a reply shall be made in the form of a written addendum. Specifications, terms and conditions may not be changed except by formal written addendum, issued by UCF. Direct all inquiries/questions, preferably via email to:

Serena Bell  
University of Central Florida  
Purchasing Department  
12479 Research Parkway, Bldg. 600  
Orlando, Florida 32826  
Ph. 407-823-2661  
Fax 407-823-5551  
Email [serena.bell@ucf.edu](mailto:serena.bell@ucf.edu)

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

**FREIGHT TERMS:** Unless otherwise specified, all shipments are to be shipped inside delivery, F.O.B. destination, with all transportation charges prepaid and title transferring to the university at time of delivery, (Payee pays and bears all freight related charges, owns goods in transit and files any claims). Bid prices shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in the Invitation to Bid or purchase order and there received by the designated university personnel.

5. **PARKING:** The Payee shall ensure that all vehicles parked on campus for purposes relating to work resulting from this ITB shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with University's Parking Services Department, and parking permits must be purchased by the Payee. Payee's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of Payee or Payee's employees. UCF's Parking Services Department can be contacted at (407) 823-5812 for additional information pertaining to parking and parking fees/rates.
6. **EMPLOYMENT OF ALIENS:** The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract by the University without penalty to the University.
7. **AVAILABILITY OF FUNDS:** The obligations of the University under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.
8. **AWARD:** Award will be on an "All-or-None" basis. The university will either accept or reject all of your offer. The university may accept your offer even if it does not include 100% of the items requested, if it is in the best interest of the university.

Bids shall be awarded based on the lowest, responsive, responsible bidder, which meets specifications with consideration being given to the specific quality of the product, conformity to the specifications, suitability to the university's needs, delivery terms, qualifications, and past performance.

9. **ADDITIONAL QUANTITIES:** The University reserves the right to increase or decrease total quantities as necessary. The University can order additional quantities of the same commodities solicited as long as it is within 120 days after expiration of the contract resulting from this ITB. Total additional quantities, if any, are unknown.
10. **CANCELLATION/TERMINATION:** UCF may terminate a contract resulting from this ITB without cause on thirty (30) days' advanced written notice to the vendor. The parties to the contract resulting from this ITB may terminate that contract at any time by mutually

consenting in writing. Either party may terminate the contract resulting from this ITB immediately for breach by the other that remains substantially uncured after thirty (30) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party. The University shall be liable only for payment for services satisfactorily rendered or goods satisfactorily delivered and accepted from the date of commencement until the effective date of cancellation/termination.

11. **TERM OF CONTRACT:** The contract resulting from this ITB, if any, will be for a **2 year** period beginning from date of award through **June 30, 2018** with UCF and the selected service/commodity(s) provider having the option to renew contract as mutually agreed to by both parties for additional three (3) one (1) year periods.
12. **PAYEE INSURANCE.** For all purchases under this ITB of \$10,000 or below, Payee will have and maintain types and amounts of insurance that at a minimum cover the Payee's (or subcontractor's) exposure in performing any contract resulting from this ITB. For all purchases that exceed \$10,000 (i.e. \$10,000.01 and up) and/or all purchases that require a UCF SAFE Form, Payee will have and maintain general liability insurance in an amount of no less than one (1) million dollars per occurrence and Payee shall send a copy of Payee's Certificate of Insurance (prior to commencement of Payee's performance or delivery hereunder) to the following address by email, fax or mail:

e-mail: [ehs@ucf.edu](mailto:ehs@ucf.edu)  
Fax: 407-823-0146  
Mail: University of Central Florida  
PO Box 163500  
Orlando FL 32816-3500

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

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

#### INSURANCE, WORKER'S COMPENSATION

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

13. **USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES:** At the option of the Contractor/Payee/Vendor, the use of the contract resulting from this ITB, if any, may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Contractor/Payee/Vendor to use the contract resulting from this ITB, if any, shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

14. PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on Florida's convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded, or perform work as a contractor, supplier, subcontractor, or consultant under, a contract with any public entity, and may not transact business with any public entity in excess of the bid limit for that public entity, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
15. FLORIDA PREFERENCE. For purchases of tangible personal property, Florida legislature has enacted economic development laws establishing certain conditions and circumstances which, when applicable, require the granting of price preferences to businesses whose principal place of business is the State of Florida. Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to Resident Vendor pricing when considering solicitations from Bidders having a principal place of business outside the State of Florida. All Bidders must complete and submit Attachment 2 with the response to this solicitation. Failure to comply shall be considered non-responsive to the terms of this solicitation. Refer to <http://www.leg.state.fl.us/Statutes/index.cfm> or <http://regulations.ucf.edu/chapter7/index.html> 3.g.1.c for additional information regarding this Statute and its applicability.
16. IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. If none, or all of the tied vendors have a drug-free workplace program, vendors with Florida as their primary location will receive preference. Failing the above, a coin flip will be used to determine the winning vendor. In order to have a drug-free workplace program, business's drug free policy shall be in accordance with applicable State and Federal laws.

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

17. EQUAL OPPORTUNITY STATEMENT: The State Universities have established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibits discrimination based on race, creed, color, sex, age, national origin, marital status or religion. To be considered for inclusion as a supplier under this agreement, the bidder commits to the following:
  - A. The provisions of Executive Order 11246, September 24, 1996, and the rules, regulations, and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value.
  - B. If the bidder expects to receive \$10,000 in orders during the first 12 months of this agreement, a complete certificate of non-segregated facilities shall be included in the bid response. A sample certificate is attached as Attachment 3.
  - C. If the bidder expects to receive \$50,000 in orders during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEO-1) must be filed prior to March 1 of each year.

D. If the bidder expects to receive \$50,000 in orders during the first 12 months and employs more than 50 people, a written program for affirmative action compliance is to be maintained by the bidder, subject to review upon request by the user agencies of the contract resulting from this ITB.

18. **WORK FOR HIRE.** Any work specifically created for the University under an agreement resulting from this ITB by the Payee or anyone working on behalf of the Payee (the term Payee shall encompass both) shall be considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary or other copies thereof, (the "Materials") shall become and remain the property of the University, and, unless otherwise specifically set forth herein, shall be considered specially ordered for the University as a "work made for hire," or, if for any reason held not to be a "work for hire,"

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

The Payee hereby represents and warrants that, (a) all applicable laws, rules and regulations have been complied with, (b) the Payee is free and has full right to enter into this ITB and any contract resulting from this ITB, if any, and perform all of its obligations hereunder and under such contract, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments. The Payee agrees to indemnify and hold harmless the University and those acting for or on its behalf, the UCF Board of Trustees, the State of Florida and the Florida Board of Governors and their respective officers, agents, employees and servants from and against any and all losses, claims, damages, expenses or liabilities of any kind, including court costs and attorneys' fees, resulting from or in any way, directly or indirectly, connected with (a) the performance or non-performance of the University's order by the Payee, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of the Payee's agreements or representations and warranties herein or in any contract resulting from this ITB.

19. **AMENDMENTS.** No changes or amendments to an agreement resulting from this ITB are binding on the University unless made in legible writing that is signed by an attorney in the University's General Counsel's Office and an authorized UCF signatory. Payee shall return an agreement resulting from this ITB to the University's Purchasing Department at once with a written explanation if the agreement resulting from this ITB is not acceptable in its entirety.
20. **EXPORT CONTROL.** The parties shall comply with all applicable U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799 and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC), in the performance of an agreement resulting from this ITB. The parties agree that no technology, related data or information will be exchanged or disseminated under such agreement nor any collaboration



conducted pursuant to such agreement, which are export controlled pursuant to the export control laws of the United States, including the EAR and the ITAR and any other applicable regulations. The Parties agree that the Payee will not provide the University with any ITAR or EAR restricted technology and/or related data, and that any ITAR or EAR restricted technologies and/or data produced in furtherance of the agreement resulting from this ITB, if any, will be in the exclusive possession of the Payee and at no time will any export controlled technologies, related data, or information be intentionally or inadvertently transferred to the University, its facilities, labs, staff, researchers, employees, officers, agents, servants or students in the performance of that agreement.

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

21. **FORCE MAJEURE.** No default, delay or failure to perform on the part of UCF or the Vendor shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond the Vendor's or UCF's reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, default of common carrier. In the event of such default, delay or failure to perform due to causes beyond the Vendor's or UCF's reasonable control, any dates or times by which the parties are otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of the parties.
22. **INDEMNIFICATION.** Payee shall hold the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of Payee, its employees, its agents or of others under Payee's control and supervision. If any part of a delivery to the University pursuant to an agreement resulting from this ITB, if any, is protected by any patent, copyright, trademark, other intellectual property right or other right, Payee also shall indemnify and hold harmless the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.
23. **INDEPENDENT CONTRACTOR.** Each of the parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one party as employees or agents of the other party.
24. **NO JOINT VENTURE.** Nothing contained in an agreement resulting from this ITB, if any, shall be construed to create a joint venture, partnership, or other like relationship between the parties.
25. **LEASED EQUIPMENT.** The risk of loss or damage to leased equipment, goods or property shall not transfer to the University except as provided in §680.219, Florida Statutes. Any security interest in the leased equipment, goods or property granted to Payee contrary to AGO 79-72 and AGO 80-9 is null and void. Limitation of remedies provisions, which are unconscionable under applicable Florida law, are void.

26. MATERIAL SAFETY DATA SHEET (MSDS). In compliance with Florida Statutes, Ch. 442, a Material Safety Data Sheet (MSDS) must accompany any applicable item delivered under an agreement resulting from this ITB, if any.
27. WAIVER/REMEDIES. No failure or delay by a party hereto to insist on the strict performance of any term of an agreement resulting from this ITB, if any, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of such agreement, but each and every term of such agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in an agreement resulting from this ITB, if any, are cumulative and not exclusive of the remedies provided by law or in equity.
28. DISPOSITION OF BIDS; FLORIDA PUBLIC RECORDS LAW COMPLIANCE  
All bids become the property of the State of Florida, and the State of Florida shall have the right to use all ideas, and/or adaptations of those ideas, contained in any bid received in response to this solicitation. Any parts of the bid or any other material(s) submitted to UCF with the bid that are copyrighted or expressly marked as “confidential”, “proprietary”, or “trade secret”, will only be exempted from the “open records” disclosure requirements of Chapter 119, Florida Statutes, if Florida law specifically recognizes these materials as exempt from disclosure. Thus, the mere designation as “confidential”, “proprietary”, or “trade secret” by a vendor does not ensure that such materials will be exempt from disclosure. In the absence of a specific Florida statute exempting material from the public records law, UCF is legally obligated to produce any and all public records produced or received in the course of conducting university business, irrespective of any designation by the vendor of those same records as “confidential”, “proprietary”, or “trade secret.” The ultimate determination of whether a vendor’s claim of “confidential,” “proprietary” or “trade secret” will support an exemption from disclosure will be made by UCF or, potentially, a court. UCF’s selection or rejection of a bid will not affect this provision.
29. PUBLIC RECORDS, CONTRACT FOR SERVICES: 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.
30. SOFTWARE RELATED PURCHASES: Licensor acknowledges that Licensee has a duty to maintain the privacy of student records, including without limitation education records as defined by the Family Educational Rights and Privacy Act (20 USC § 1232g; 34 CFR Part 99) (“FERPA”), and further acknowledges that as a contractor to whom Licensee has outsourced certain institutional services or functions:

- A. Confidential information about Licensee's students is contained in records provided to and maintained by Licensor, and Licensor will protect the privacy of all student education records to the fullest extent required of Licensee under FERPA;
  - B. Licensor is performing an institutional service or function that has been outsourced by Licensee and for which Licensee would otherwise use its employees;
  - C. Licensor is under the direct control of Licensee with respect to the use and maintenance of education records, as defined by FERPA;
  - D. Licensor is subject to all FERPA requirements governing the use and re-disclosure of personally identifiable information from education records, including without limitation the requirements of 34 CFR § 99.33(a);
  - E. Even in circumstances that might justify an exception under FERPA, Licensor may not disclose or re-disclose personally identifiable information unless Licensee has first authorized in writing such disclosure or re-disclosure; and
  - F. Licensor will not use any personally identifiable information acquired from Licensee for any purpose other than performing the services or function that are the subject of this agreement.
31. COMPLIANCE: The parties shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.

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 may be asked to forward a certification of good standing. If requested, 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 bids or termination of a contract at UCF's sole discretion.

#### CERTIFICATION

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

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

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

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

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

**UNIVERSITY OF CENTRAL FLORIDA**  
**SPECIFICATIONS FOR PEST CONTROL**

I. SCOPE

- A. The University of Central Florida is soliciting proposals from qualified pest control contractors to provide the management, supervision, labor, material and supplies to ensure that a high standard of pest control is maintained in the buildings identified herein. As per the provided list of square footage by building, qualified pest control contractors will provide a price per square foot per month for all buildings and campuses listed in the contract specifications.
- B. Pest control services are to be rendered by the Contractor covering the actual performance of periodic preventive control and extermination of infestations, within practical parameters of the following rodents and insects:
  - 1. Rats, mice, ants, silverfish, ticks, all types of roaches, spiders, mosquitoes, flies, fleas and stinging insects such as wasps, bees, and hornets. "Ants" include all varieties.
  - 2. Contractor will handle treatment of bed bugs on a case by case basis as needed and the university recognizes this will be a separate pricing and not part of the bid. Inspection of an area suspected of bed bugs will be part of the normal pest control services. Contractor must provide an established bed bug protocol at time of assignment.
  - 3. Contractor will handle treatment of termites on a case by case basis as needed and the university recognizes this will be a separate pricing and not part of the bid. Inspection of an area suspected of termites will be part of the normal pest control services. The university may use the price quoted, however, the university also reserves the right to seek other quotes and/or solicit an alternate vendor.
- C. Service Applicators are to inspect and treat such areas as storerooms, utility plants, housekeeping closets, mechanical rooms, vending rooms, and kitchen/food service areas on a monthly basis to prevent pest infestation.
- D. Treatment is to include the inside and outside of all buildings identified herein for ant (all varieties), roach, and small rodent control with bait, granules or traps, at no extra cost to the University. Any cost will be borne by the Contractor and not used as a determinant for utilizing the most effective product appropriate to the task.
- E. The Coordinators/Supervisory Staff for Housekeeping & Recycling Services will be responsible for monitoring and evaluating the work of the contractor to ensure the contractor's compliance with these specifications.
- F. The University reserves the right to require, in writing, a different Service Applicator if the University is unsatisfied with the Service Applicator provided by the Contractor. If the University is satisfied with a current Applicator, the University would request that the contractor make every effort to keep that Applicator servicing the contract.
- G. Contractor will note, in writing, any action necessary by the university to reduce current/future pest activity such as: tree trimming, sealing of open areas, etc.

- H. Contractor will maintain an ongoing preventative maintenance program tailored to meet the needs of a variety of campus environments.
- I. Contractor must have a minimum of three (3) years' experience with implementation and continuation of IPM programs. Contractor will provide a client list for at least five major IPM accounts (multiple building, multiple scattered sites) Contractor will provide documentation of their IPM program.
- J. The proposer must provide three (3) independent references from three (3) different projects of similar scope, nature, and complexity to that requested by the university. The university prefers educational or governmental entity references. Each of the references must include the following information: Entity name, Industry Type, and Address (include city, state, country)

## II. CONDITIONS

- A. The Contractor is required to work, as specified herein, around the activities taking place within the University's facilities. Certain rooms will be secured from time to time and will be off-limits to the Contractor. The Contractor will coordinate any change to this schedule with the specified individuals listed below:

### 1. Academic and General:

- All spraying will be done on the first, second and fourth **Wednesday** of each month, unless otherwise scheduled, in accordance with these specifications. Preferred schedule for treatment is between the hours of 1pm to 10pm.
- A minimum of 48 hours' notice must be provided to the Housekeeping & Recycling Services office for any temporary schedule changes. Any change in schedule will be coordinated with the Administrative Staff of Housekeeping & Recycling Services (407) 823-6099 or Work Control Center (407) 823-5223.
- The Applicator must report to the Housekeeping & Recycling Services office before beginning service. If the Housekeeping & Recycling Services staff is unavailable, the Applicator must report to the Facilities Operations Work Control Center at the Facilities & Safety building #16A.
- Upon arrival to the Housekeeping & Recycling Services office, or Work Control office, the Applicator will be provided with a radio for communication purposes. The Applicator will radio the area supervisor for access and escort, as needed, to treat routinely scheduled buildings or individual work order requests.
- Applicator(s) will be escorted by an area supervisor, by an assigned custodial worker, or appropriate university staff when treating interior building areas.
- Applicator will communicate to the area supervisor, or designated representative what treatment methods were used and what prevention methods are advised.
- Applicator will automatically return for inspection to any area, within a week, or as frequent as necessary, that is found to have an infestation of any type of pest to ensure treatment application was effective and to retreat as needed. In the event of an escalated persistent issue, the applicator will respond immediately and will provide a written plan of resolution.
- Applicator will provide and maintain an up to date service log outlining daily treatment activities and areas. Service log will be updated at the time of service. The service log will include correct building and room numbers and be kept in the Housekeeping &

Recycling Services office at the Facilities & Safety building #16A. The escort shall sign off that the treatment was done. Service report will include any necessary areas to be addressed by the university, such as tree trimming, area seclusion, leak issues, etc. The university reserves the right to request that the contractor be required to utilize the university's CMMS system for record keeping on all pest control work orders and/or treatment schedules.

- For all individual work order requests, a completed door hanger notification will be left by the area supervisor, or assigned custodial worker, to inform the work order requestor of the date that their request was inspected and completed, or that the request was unserviceable and why.
- If a piece of furniture or object is obstructing an area requiring treatment the escorting supervisor must speak with the requestor to get permission to move or provide assistance to move an object for treatment. The Applicator and supervisor will not move or stand on objects, or furniture, to treat an obstructed area. The Applicator will utilize an appropriate sized ladder for the treatment. Applicator will make every effort to protect and preserve university and/or staff property.
- Electrical equipment such as computers, printers, or hardwired furniture must be disconnected by the requestor only in order to access an obstructed area for treatment.
- Applicator will report to, and request from, the Housekeeping & Recycling Coordinator, or designated representative, any assistance necessary to treat a specific area. (i.e.; assistance of a lift to treat under the eaves of a building, etc.) This type of work will be scheduled on a mutually agreed upon date.

## 2. Housing

- The buildings will be serviced bi-monthly as indicated on these specifications.
- The schedule for treatment will be coordinated with the Administrative staff of Housekeeping & Recycling Services for Housing. This includes Rosen College Housing buildings (#904, #905), Northview apartment building, and off-campus housing office spaces.
- The schedule will be every **Tuesday** and **Thursday** with the Applicator reporting to the Housekeeping & Recycling Services office at the Facilities & Safety building #16A by 9:00am before beginning service. If the Housekeeping & Recycling Services staff is unavailable the Applicator must report to the Facilities Operations Work Control Center.
- A minimum of 48 hours' notice must be provided to the Housekeeping & Recycling Services office for any temporary schedule changes. Any change in schedule will be coordinated with the Administrative Staff of Housekeeping & Recycling Services at (407) 823-6099 or Work Control at (407) 823-5223.
- The Applicator will report during business hours to the Housekeeping & Recycling Services office or to the Facilities Operations Work Control Center at the Facilities & Safety building #16A.
- Upon arrival to the Housekeeping & Recycling Services office, or Work Control office, the Applicator will be provided with a radio for communication purposes. The Applicator will radio the area supervisor for access and escort, as needed, to treat routinely scheduled buildings or individual work order requests.
- Emergencies for residential areas requiring immediate service will include red ants, ants (any type) in student beds, food stock

overrun by ants, roach infestations, rats, bed bugs, and spiders in entrances or living areas. The Applicator must respond on campus within 4 hours from the time the emergency service call is received from UCF. In the event of an escalated persistent issue, the applicator will respond immediately and will provide a written plan of resolution. The Applicator will report to Facilities Operations Work Control Center for after normal business hours emergency calls and will be directed to an Area Coordinator for entrance into a student residence. The Applicator will be escorted at all times by either an Area Coordinator or a Resident Assistant.

- Applicator will automatically return for inspection to any area, within a week, or as frequent as necessary, that is found to have an infestation of any type of pest to ensure treatment application was effective and to retreat as needed.
- Applicator will be on-campus daily for all move-in events that take place at the beginning and middle of the summer semesters and the beginning of both the Fall and Spring semesters. Exact times will be communicated by the coordinator for Housekeeping & Recycling Services for Housing. Availability will include evening and weekend hours and will require between 2-3 weeks of daily attention after move-in to service all student calls.
- Applicator(s) will be escorted by an area supervisor, by an assigned custodial worker, or a Housing representative when treating interior residencies.
- Applicator will communicate to area supervisor, or designated representative, what treatment methods were used and what prevention methods are advised.
- A completed door hanger notification will be left by the area supervisor or assigned custodial worker to inform the resident(s) that their area has been serviced or if it hasn't and why, including any necessary actions by the resident.
- Applicator will keep an up to date service log outlining daily treatment activities and areas. Service log will be updated at the time of service. The service log will include correct building and room numbers and be kept in the Housekeeping & Recycling Services office at the Facilities & Safety building #16A. The escort shall sign off that the treatment was done. Service report will include any necessary areas to be addressed by the university, such as tree trimming, area seclusion, leak issues, etc. University reserves the right to request that the contractor be required to utilize the university's CMMS system for record keeping on all pest control work orders and/or treatment schedules.
- If a piece of furniture or object is obstructing an area requiring treatment, the escorting supervisor must speak with the requestor to get permission to move, or provide assistance to move, an object for treatment. The Applicator and supervisor will not move or stand on objects or furniture to treat an obstructed area. The Applicator will utilize an appropriate sized ladder for the treatment. Applicator will make every effort to protect and preserve university and/or residential property.
- Electrical equipment such as computers, printers, or hardwired furniture must be disconnected by the requestor only in order to access an obstructed area for treatment.
- Applicator will report to, and request from, the Housekeeping & Recycling Coordinator, or designated representative any assistance necessary to treat a specific area. (i.e.; assistance of a lift to treat under the eaves of a building, etc.) This type of work will be scheduled on a mutually agreed upon date.

3. South Orlando Campus #701, 702  
The facilities located at 7300 Lake Ellenor Drive in Orlando will be treated monthly as indicated in these specifications.
  4. Downtown Academic Center #902  
The facilities located at 32 North Pine Street in Orlando will be treated twice a month as indicated in these specifications. The schedule for treatment will be coordinated with the Director of the Downtown Academic Center. He/she can be reached at (407) 317-7700.
  5. Center for Emerging Media #906  
The facilities located at 500 West Livingston Street in Orlando will be treated once a month unless otherwise requested as indicated in these specifications. The schedule will be coordinated with the Maintenance Superintendent. He/she can be reached at (407) 235-3577.
  6. Rosen College of Hospitality Management #903  
The facilities located at 9907 Universal Blvd., Orlando Fl. 32819, will be treated weekly as indicated in these specifications. The schedule for treatment will be coordinated with the Maintenance Superintendent. He/she can be reached at (407) 823-8002.
- B. The Contractor shall assume responsibility for maintaining the University's building security and protection of University equipment, materials and supplies, along with any personal items of employees and shall be held responsible for any damage to University Property caused by his/her workers under his/her direction. The property shall be restored to its original condition as required by the University.
  - C. The Contractor shall obtain and pay for all permits, licenses, etc. as required by the city, county and State, where the work is to be performed. Contractor will provide a copy of Pest Control license showing all classifications. The Contractor shall give all legal notices and pay all fees required for the work. The Contractor is responsible for registering vehicles of employees, as well as those belonging to the Contractor with the University Parking Services department and will follow all regulations pertaining to the parking and operation of vehicles on the University's property.
  - D. The Contractor shall pay all applicable taxes, both Federal and State.
  - E. The Contractor shall provide all necessary personnel to ensure Contract compliance. A minimum of three service technicians must be available at all times to properly service the needs of the university. The Contractor must have an entomologist available at all times in case of an emergency. Copies of technical certifications and licensing for all assigned personnel must be provided along with a written outline of continued education and training support provided for Applicators. The Contractor's personnel shall be identifiable by company uniform and picture identification card affixed to the uniform at all times.
  - F. The Contractor shall furnish all material, equipment and supplies required to fulfill the requirements of these specifications, including material for all varieties of ants as well as rodent bait stations/traps at no additional charge to University.
  - G. The Contractor shall provide two lists of chemicals, materials, and supplies used to fulfill the requirements of these specifications. In addition, two copies of the Safety Data Sheets are to be provided to the Housekeeping & Recycling Services office for each chemical used and will be reviewed by Environmental Health & Safety. The Contractor shall notify and supply required data when changing chemicals. Safety Data sheets will be kept up to date and current by the contractor and reviewed annually. Furthermore, the contractor will be required to provide Safety Data sheets and treatment methods applied for specific requests



- H. The Contractor will furnish all transportation needed to support the pest control operation.
- I. Payment shall be made monthly at the price quoted on the Form of Proposal after receipt of the Contractor's invoice for services performed.
- J. The Parties further agree that the following shall be essential terms and conditions of Contract:
  - 1. If the Contractor is a Corporation or firm, the Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the University as wages, compensation, or gifts in exchange of acting as officer, agent, employee, Contractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract.
  - 2. If Contractor is an individual, the contractor warrants that he/she is not and, during the terms of this Contract, will not become an employee of the State of Florida, nor has he/she retired from employment by a University in the State of Florida within six months of the effective date of this contract period.
  - 3. The University shall have no liability except as specifically provided for in this contract.
- K. In the event the Contractor cannot continue to provide the services as required under this contract, a sixty (60) day written Notice of Intent to terminate prior to the anniversary date will be given to the University. Likewise, the University will give the Contractor a sixty (60) day written Notice of Intent to terminate prior to the anniversary date.
- L. If the Contractor fails to fulfill, in a timely and proper manner, the obligations under this contract, or if the Contractor shall violate any of the terms of this contract; the University shall have the right to terminate this contract by giving the Contractor thirty (30) days written notice of the University's intent to cancel and to withhold payments in excess of fair compensation for work completed. Notwithstanding the above, the Contractor shall not be relieved from liability to the University for damages sustained by virtue of any breach of this contract.
- M. The University reserves the right to add new buildings that open during the contract period and these will be added to this contract at the Bid Price per Square Foot. Buildings that are closed during the Contract Period will be deleted from this Contract.

### III. TREATMENT SPECIFICATIONS

#### A. INTERIOR TREATMENT

##### 1. Academic Buildings

Service Applicators must inspect and treat such areas as storerooms, utility plants, custodial closets, mechanical rooms, vending rooms, and kitchen/food service areas on a monthly basis to prevent pest infestation. Additionally, Applicators are to inspect and treat all offices, labs, classrooms, hallways, lobbies, stairwells, restrooms, storage closets, and utility closets on an as needed basis or as requested by individual work order requests. Areas of treatment must include, but are not limited to, baseboards/wallboards, ceilings, windowsills, outlets (if necessary) and floor drains (if necessary). Liquid residual material is to be applied, such

as Demand CS or Phantom. Treat with gel baits such as Maxforce or utilize dust treatments such as DeltaDust in cracks and crevices as needed for outlets and windowsills for target pests. Non-public areas such as mechanical rooms, electrical rooms, and other restricted areas will be granted access for treatment in each building. Some labs will not be granted access due to sensitive experiments and clean-room environments and must be treated external to the room/location.

2. Housing/Residential Buildings

Service Applicators are to inspect and treat all kitchens, bathrooms, vanity areas, bedrooms, utility closets, hallways, offices, classrooms, common areas, laundry rooms, lobbies, stairwells, restrooms, mechanical rooms, housekeeping closets, storage closets, kitchens/food service areas and vending areas bi-monthly. Areas of treatment must include, but are not limited to, baseboards/wallboards, ceilings, windowsills, outlets (if necessary) and floor drains (if necessary). Additionally the Applicator must treat around/under refrigerators, dishwashers, and stoves, against kitchen baseboards, and inside cracks and voids in kitchen cabinets. Liquid residual material is to be applied, such as Demand CS or Phantom. Treat with gel baits such as Maxforce or utilize dust treatments such as DeltaDust in cracks and crevices as needed for outlets and windowsills for target pests. Rooftop baiting will be required for Brevard Hall, Flagler Hall, all Academic Village I & II buildings and any other buildings as needed.

B. EXTERIOR/PERIMETER TREATMENT

1. All University Buildings

The Applicator will be responsible for treating a 2' foot perimeter band, or to the drip line, around the exterior of all buildings using a liquid residual treatment such as Demand CS. At no additional cost, Termidor must be applied annually or semi-annually as needed. With increased ant activity the contractor must install ant monitor stations with liquid or granular ant bait. Upon inspection the technician will document and report any trees and shrubs against the building structure in the service report as well as to the escorting supervisor. Where small rodent issues exist, the Applicator will install and maintain traps within 10' foot of the building structure.

IV. HOUSEKEEPING & RECYCLING SERVICES PEST CONTROL SCHEDULE

All spraying will be performed based on the attached time lines, unless otherwise scheduled, in accordance with these specifications. Any change in Schedule will be coordinated with the aforementioned individuals from the Housekeeping & Recycling Services, Residential Facilities, South Orlando Campus, Downtown Academic Center, Center for Emerging Media and the Rosen College of Hospitality Management.

Please note that Service provided to Residential Facilities, the South Orlando Campus, Rosen College of Hospitality Management, Center for Emerging Media and the Downtown Academic Center must be scheduled through the respective contacts.

<b>Treatment Schedule (Weekly)</b> <b>Academic &amp; Auxiliary Buildings (refer to Worksheet A &amp; B)</b>		
Every Friday		
<b>Building #</b>	<b>Building Name</b>	<b>GSF</b>
903	Rosen College of Hospitality	180,496
<b>TOTAL WEEKLY SQ. FT.</b>		<b>180,496</b>

<b>Treatment Schedule (Monthly)</b> <b>Academic &amp; Auxiliary Buildings (refer to Worksheet A &amp; B)</b>		
1 <sup>st</sup> Wednesday of the month		
<b>Building #</b>	<b>Building Name</b>	<b>GSF</b>
1	Millican Hall	87,742
2	Library	226,506
13	Computer Center I	10,779
14	Howard Phillips Hall	64,619
18	Colburn Hall	83,957
19	Rehearsal Hall	10,743
21	Education Complex	110,272
26	Student Services (outside, inside on request)	26,943
29	Computer Center II	33,370
48	Chemical Storage	9,569
51	Visual Arts	85,000
54	College of Science	54,644
72	Satellite Utility Plant	11,500
75	Communications	81,576
78	Parking Garage I	943
87	College of Arts & Humanities	12,243
93	UCF Teaching Academy	68,094
95	Burnett Honors College	22,220

96	UCF Welcome Center	18,717
97	Parking Garage D	457
119	Performing Arts Center (Theater and Music)	77,400
122	Morgridge International Reading Center	16,726
153	Visitor Information Building	2260
541	CAH-Academic Support/Advising	5,040
546	Orange County School System	840
906	Center for Emerging Media (Expo)	113,000

<b>Treatment Schedule (Monthly)</b>		
<b>Academic &amp; Auxiliary Buildings (refer to Worksheet A &amp; B)</b>		
2 <sup>nd</sup> Wednesday of the month		
<b>Building #</b>	<b>Building Name</b>	<b>GSF</b>
3	South Utility Plant	14,220
5	Chemistry	49,073
6	Theatre	29,469
7	Student Resource Center (B, C, D, F, G, H, & E 172, 173)	33,411
12	Math & Physics	106,523
20	Biological Sciences	116,607
27	Counseling Center	15,250
40	Engineering I	130,885
45	Business Administration I	121,074
50	Convocation Center / Arena	92,708
53	CREOL	89,871
77	Wayne Densch Sports Complex	45,330
82	Baseball Stadium	26,944

91	Engineering II	105,545
94	Business Administration II	60,809
116	Engineering III	112,068
126	Fairwind Alumni Center	25,860
127	Student Health Center	48,392
310	Kiosk	283
525	Arboretum	1,440
601	Bio Molecular Meeting Portable	2,940
630	Band Trailer	3,648
701	South Orlando Campus 1	6,690
702	South Orlando Campus 2	5,167
902	UCF Executive Development Center (Downtown)	19,837

**Treatment Schedule (Monthly)**  
**Academic & Auxiliary Buildings (refer to Worksheet A & B)**

4 <sup>th</sup> Wednesday of the month		
Building #	Building Name	GSF
4	Storm Water Research Facility	2,685
16	Facilities & Safety Complex A-E	103,286
22	Print Shop/Facilities Operations Bldg	12,515
25	Physical Education Support	3,025
28	Marriage & Family Research	3,627
38 & 39	Wayne Densch Sports I & II	34,736
44	Engineering Field Lab	2,480
48	Chemical Storage Building	2,690
49	Emergency Operations Center	7,043
71	Barbara Ying Center	5,789
74	Observatory	2,070

76	Engine Research Lab	3,569
79	Classroom I	99,380
80	Health and Public Affairs I	93,897
81	Multilingual & Multicultural Center	17,592
89	Parking Garage B	1,117
90	Health and Public Affairs II	61,904
92	Biology Science Field Station	8,000
98	Classroom II/ROTC	79,998
99	Psychology	76,257
117	Wild Animal Facilities	2,720
121	Physical Sciences	119,081
128	Nicholson Field House	83,240
139	Global UCF	53,000
140	Career Services & Experiential Learning Center	27,000
150	Public Safety Building	36,240
152	AMPAC	72,432
153	Visitor Information Center	2,260
350	Emergency Services Training	987
8111	Partnership I	67,687
402	BPW House (Marriage & Family Research Center)	4,038
8116,8129 , 8130	Bennett Research II (three buildings-3251, 3259, 3267)	47,983
8119	Partnership II	116,771
8114	Biological Research Annex	6,000
8126	Partnership III	116,771
8151	Partnership IV	78,641
<b>TOTAL MONTHLY SQ. FT.</b>		<b>3,880,439</b>

Treatment Schedule (Weekly) Housing/Residential Buildings (refer to Worksheet C)		
Every Friday		
Building #	Building Name	GSF
904	Rosen Housing 1	73,076
905	Rosen Housing 2	73,076
<b>TOTAL WEEKLY SQ. FT.</b>		<b>146,152</b>

Treatment Schedule (Bi-Monthly) Housing/Residential Buildings (refer to Worksheet C)							
<i>Building Name</i>	Week	Day	Month No	GSF/Building			
08 Volusia Hall	1	Tuesday	1	24,456			
84 Sumter Hall		Thursday		59,200			
86 Flagler Hall	2	Tuesday	1	59,200			
30 Brevard Hall		Thursday		27,926			
85 Citrus Hall	3	Tuesday	1	37,100			
33 Libra Commons Building				4,698			
31 Orange Hall		Thursday		37,241			
32 Seminole Hall				37,241			
73 Housing Administration Building				6,675			
09 Lake Hall	4	Tuesday	1	24,456			
10 Osceola Hall				24,456			
11 Polk Hall				24,456			
55 Lake Claire		Thursday		14,652			
56 Lake Claire				14,652			
57 Lake Claire				14,652			
58 Lake Claire				14,652			
59 Lake Claire				14,652			
409 Greek Housing				11,962			
411 Greek housing				10,647			
415 Fraternity & Sorority Life				4,314			
416 Greek Housing				12,950			
417 Greek Housing				12,950			
60 Lake Claire				5	Tuesday	2	14,652
61 Lake Claire							14,652
62 Lake Claire							14,652
63 Lake Claire	14,652						
64 Lake Claire	14,652						
65 Lake Claire	3,788						
66 Lake Claire	Thursday	14,652					
67 Lake Claire		14,652					
68 Lake Claire		14,652					

69 Lake Claire				14,652
70 Lake Claire				14,652
101 Academic Villages	6	Tuesday	2	38,686
102 Academic Villages				42,731
103 Academic Villages				41,617
104 Academic Villages		Thursday		53,130
105 Academic Villages				4,856
106 Academic Villages	7	Tuesday	2	53,130
107 Academic Villages				4,856
108 Academic Villages				38,686
109 Academic Villages		Thursday		42,731
110 Academic Villages	8	Tuesday	2	41,617
111 Academic Villages				53,130
112 Academic Villages				4,856
Housing Furniture Warehouse/Offices (Off-Campus)				2,280
113 Academic Villages		53,130		
114 Academic Villages		4,856		
115 Academic Villages Mailroom		961		
156 Neptune 156		Thursday		60,088
157 Neptune 157				65,359
158 Neptune 158				83,379
159 Neptune 159				12,031
8136 Northview Apartment Building	Friday		313,512	
<b>TOTAL BI-MONTHLY SQ. FT.</b>				<b>1,124,749</b>

<b>Treatment Schedule (Quarterly)</b>				
<b>Burnett House (refer to Worksheet D)</b>				
<b>Building Name</b>	<b>Week</b>	<b>Day</b>	<b>Months</b>	<b>GSF/Building</b>
100-Burnett House (President)	1	Tuesday-by appt only	July, October, January, and April	14,393
<b>TOTAL QUARTERLY SQ. FT.</b>				<b>14,393</b>

**V. WORKSHEET CALCULATIONS**

The Contractor must review and complete worksheets A, B, C, and D on the following pages. All monthly and annual totals must be projected and totaled on each worksheet. The total from each worksheet must then be transferred to the “Extended Term Pricing Summary”, or worksheet E, under the current fiscal year 2016-2017. Figures must be projected for the next three fiscal years through 2018-2019.



**MONTHLY SERVICE – WORKSHEET A**

**ACADEMIC BUILDINGS**

Building Number	Building Name	Entity	Building GSF (Sq. ft.)		Price / Sq.Ft.		Monthly Price		No. Months		Annual Price
1	Millican Hall	E&G	87,742	X	=		X	12	=		
2	Library	E&G	226,506	X	=		X	12	=		
3	South Utility Plant	E&G	14,220	X	=		X	12	=		
4	Storm Water Research Facility	E&G	2,685	X	=		X	12	=		
5	Chemistry	E&G	49,073	X	=		X	12	=		
6	Theatre	E&G	29,469	X	=		X	12	=		
7B	Student Resource Center	E&G	5,090	X	=		X	12	=		
7D	Student Resource Center-Restrooms	E&G	390	X	=		X	12	=		
7F	Student Resource Center	E&G	4,199	X	=		X	12	=		
7G	Student Resource Center	E&G	9,051	X	=		X	12	=		
12	Math and Physics	E&G	106,523	X	=		X	12	=		
13	Computer Center I	E&G	10,779	X	=		X	12	=		
14	Howard Philips Hall	E&G	64,619	X	=		X	12	=		
16	Facilities & Safety Complex A-E	E&G	103,286	X	=		X	12	=		
18	Colbourn Hall	E&G	83,957	X	=		X	12	=		
19	Rehearsal Hall	E&G	10,743	X	=		X	12	=		
20	Biological Science	E&G	116,607	X	=		X	12	=		
21	Educational Complex	E&G	110,272	X	=		X	12	=		
22	Print Shop/FO bldg	AUX/E&G	12,215	X	=		X	12	=		
28	Early Childhood Center	E&G	3,627	X	=		X	12	=		
29	Computer Center II	E&G	33,370	X	=		X	12	=		

40	Engineering I	E&G	130,885	X	=	X	12	=
44	Engineering Field Lab	E&G	2,480	X	=	X	12	=
45	Business Administration I	E&G	121,074	X	=	X	12	=
48	Chemical Storage Building	E&G	2,690	X	=	X	12	=
49	Emergency Operations Center	E&G	7,043	X	=	X	12	=
51	Visual Arts Building	E&G	85,000	X	=	X	12	=
53	CREOL	E&G	89,871	X	=	X	12	=
54	College of Science	E&G	54,644	X	=	X	12	=
71	Barbara Ying Center	E&G	5,789	X	=	X	12	=
72	Satellite Utility Plant	E&G	11,500	X	=	X	12	=
74	Robinson Observatory	E&G	2,070	X	=	X	12	=
75	Communication Building	E&G	81,576	X	=	X	12	=
76	Engine Research Lab	E&G	3,569	X	=	X	12	=
79	Classroom I Building	E&G	99,380	X	=	X	12	=
80	Health and Public Affairs I	E&G	93,897	X	=	X	12	=
87	College of Arts and Humanities	E&G	12,243	X	=	X	12	=
90	Health & Public Affairs II	E&G	61,904	X	=	X	12	=
91	Engineering II	E&G	105,545	X	=	X	12	=
92	Biology Field Research Center	E&G	8,000	X	=	X	12	=
93	UCF Teaching Academy	E&G	68,094	X	=	X	12	=
94	Business Administration II	E&G	60,809	X	=	X	12	=
95	Burnett Honors College	E&G	22,220	X	=	X	12	=
96	University Welcome Center	E&G	18,717	X	=	X	12	=
98	Classroom II/ROTC	E&G	79,998	X	=	X	12	=
99	Psychology	E&G	76,257	X	=	X	12	=

116	Engineering III	E&G	112,068	X	=	X	12	=
117	Wild Animal Facilities	E&G	2,720	X	=	X	12	=
119	Performing Arts Center (two buildings)	E&G	77,400	X	=	X	12	=
121	Physical Sciences	E&G	119,081	X	=	X	12	=
122	Morgridge International Reading Center	E&G	16,726	X	=	X	12	=
126	Fairwind Alumni Center	E&G	25,860	X	=	X	12	=
139	Global UCF	E&G	53,000					
140	Career Services & Experiential Learning Center	E&G	27,000	X	=	X	12	=
150	Public Safety Building	E&G	36,240	X	=	X	12	=
152	AMPAC	E&G	72,432	X	=	X	12	=
350	EH&S Training Facility	E&G	987	X	=	X	12	=
402	Marriage&Family Research	E&G	4,038	X	=	X	12	=
525	Arboretum	E&G	1,440	X	=	X	12	=
601	Bio Molecular Meeting Portable	E&G	2,940	X	=	X	12	=
701	South Orlando Campus 1	E&G	6,690	X	=	X	12	=
702	South Orlando Campus 2	E&G	5,167	X	=	X	12	=
902	UCF Executive Development Center (Downtown)	E&G	19,837	X	=	X	12	=
903	Rosen College of Hospitality	E&G	180,496	X	=	X	12	=
906	FIEA – Center for Emerging Media (Downtown)	E&G	130,000	X	=	X	12	=
3251, 3259, 3267	Bennett Research II (three buildings-UCF#8116, 8129, 8130)	E&G	47,983	X	=	X	12	=
8111	Partnership I	E&G & AUX	67,687	X	=	X	12	=
8119	Partnership II	E&G & AUX	116,771	X	=	X	12	=
8126	Partnership III	E&G & AUX	116,771	X	=	X	12	=
8151	Partnership IV	E&G & AUX	78,641	X	=	X	12	=

<b>TOTAL WORKSHEET A =</b>	<b>3,631,655</b>	X		=		X	<b>12</b>	=	
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**MONTHLY SERVICE – WORKSHEET B**  
**AUXILLARY (AUX) BUILDINGS**

Building Number	Building Name	Entity	Building GSF (Sq. ft.)		Price / Sq.Ft.		Monthly Price		No. Months		Annual Price
7C	Student Resource Center	AUX	6,347	X		=		X	12	=	
7H	Student Resource Center	AUX	8,334	X		=		X	12	=	
25	Physical Education Support	AUX	3,025	X		=		X	12	=	
26	Student Services	AUX	26,943	X		=		X	12	=	
27	Counseling Center	AUX	15,250	X		=		X	12	=	
38	Wayne Densch Sports I	AUX	18,860	X		=		X	12	=	
39	Wayne Densch Sports II	AUX	15,876	X		=		X	12	=	
50	Convocation Center / Arena	AUX	92,708	X		=		X	12	=	
77	Wayne Densch Sports Center	AUX	45,330	X		=		X	12	=	
78	Parking Garage I	AUX	943	X		=		X	12	=	
81	Multilingual & Multicultural Center	AUX	17,592	X		=		X	12	=	
82	Baseball Stadium	AUX	26,944	X		=		X	12	=	
89	Parking Garage B	AUX.	1,117	X		=		X	12	=	
97	Parking Garage D	AUX	457	X		=		X	12	=	
127	Student Health Center (Addition)	AUX.	48,392	X		=		X	12	=	
128	Nicholson Field House	AUX.	83,240	X		=		X	12	=	
129	Tower I	AUX.	200,933	X		=		X	12	=	
130	Tower 2	AUX.	200,933	X		=		X	12		
132	Tower 3	AUX.	200,933	X		=		X	12		
133	Tower 4	AUX.	200,933	X		=		X	12		

153	Visitor Information Building	AUX	2,260	X		=		X	12		
310	Kiosk	AUX	283	X		=		X	12	=	
541	CAH-Academic Support/Advising	AUX	5,040	X		=		X	12	=	
546	Orange County Schools	AUX	840	X		=		X	12	=	
630	Band Storage Trailer	AUX	3,648	X		=		X	12	=	
8114	Biomolecular Research Annex	AUX.	6,000	X		=		X	12	=	
	<b>TOTAL WORKSHEET B =</b>		<b>1,233,161</b>	<b>X</b>		<b>=</b>		<b>X</b>	<b>12</b>	<b>=</b>	

**BI-MONTHLY SERVICE – WORKSHEET C**

**Housing Buildings**

Building Number	Building Name	ENTITY	Building GSF (Sq. ft.)		Price / Sq.Ft.		Monthly Price		No. Months		Annual Price
8	Volusia Hall	Housing	24,456	X		=		X	12	=	
9	Lake Hall	Housing	24,456	X		=		X	12	=	
10	Osceola Hall	Housing	24,456	X		=		X	12	=	
11	Polk Hall	Housing	24,456	X		=		X	12	=	
30	Brevard Hall	Housing	27,926	X		=		X	12	=	
31	Orange Hall	Housing	37,241	X		=		X	12	=	
32	Seminole Hall	Housing	37,241	X		=		X	12	=	
33	Commons Building	Housing	4,698	X		=		X	12	=	
55	Student Apt. Bldg. 01	Housing	14,652	X		=		X	12	=	
56	Student Apt. Bldg. 02	Housing	14,652	X		=		X	12	=	
57	Student Apt. Bldg. 03	Housing	14,652	X		=		X	12	=	
58	Student Apt. Bldg. 04	Housing	14,652	X		=		X	12	=	
59	Student Apt. Bldg. 05	Housing	14,652	X		=		X	12	=	
60	Student Apt. Bldg. 06	Housing	14,652	X		=		X	12	=	
61	Student Apt. Bldg. 07	Housing	14,652	X		=		X	12	=	
62	Student Apt. Bldg. 08	Housing	14,652	X		=		X	12	=	
63	Student Apt. Bldg. 09	Housing	14,652	X		=		X	12	=	
64	Student Apt. Bldg. 10	Housing	14,652	X		=		X	12	=	
65	Student Apt. Bldg. 11	Housing	3,788	X		=		X	12	=	
66	Student Apt. Bldg. 12	Housing	14,652	X		=		X	12	=	
67	Student Apt. Bldg. 13	Housing	14,652	X		=		X	12	=	

68	Student Apt. Bldg. 14	Housing	14,652	X		=		X	12	=	
69	Student Apt. Bldg. 15	Housing	14,652	X		=		X	12	=	
70	Student Apt. Bldg. 16	Housing	14,652	X		=		X	12	=	
73	Housing Administration Building	Housing	6,675	X		=		X	12	=	
84	Sumter Hall	Housing	59,200	X		=		X	12	=	
85	Citrus Hall	Housing	37,100	X		=		X	12	=	
86	Flagler Hall	Housing	59,200	X		=		X	12	=	
101	Academic Village 1	Housing	38,686	X		=		X	12	=	
102	Academic Village 2	Housing	42,731	X		=		X	12	=	
103	Academic Village 3	Housing	41,617	X		=		X	12	=	
104	Academic Village 4	Housing	53,130	X		=		X	12	=	
105	Academic Village 5	Housing	4,856	X		=		X	12	=	
106	Academic Village 6	Housing	53,130	X		=		X	12	=	
107	Academic Village 7	Housing	4,856	X		=		X	12	=	
108	Academic Village 8	Housing	38,686	X		=		X	12	=	
109	Academic Village 9	Housing	42,731	X		=		X	12	=	
110	Academic Village 10	Housing	41,617	X		=		X	12	=	
111	Academic Village 11	Housing	53,130	X		=		X	12	=	
112	Academic Village 12	Housing	4,856	X		=		X	12	=	
113	Academic Village 13	Housing	53,130	X		=		X	12	=	
114	Academic Village 14	Housing	4,856	X		=		X	12	=	
115	Academic Village Mail Pavilion	Housing	961	X		=		X	12	=	
156	Neptune 156	Housing	60,088	X		=		X	12	=	

157	Neptune 157	Housing	65,739	X		=		X	12	=	
158	Neptune 158	Housing	83,379	X		=		X	12	=	
159	Housing offices/Key	Housing	12,031	X		=		X	12	=	
409	Greek House	Housing	11,962	X		=		X	12	=	
411	Greek House	Housing	10,647	X		=		X	12	=	
415	Fraternity & Sorority Life	Housing	4,314	X		=		X	12	=	
416	Greek House	Housing	12,950	X		=		X	12	=	
417	Greek House	Housing	12,950	X		=		X	12	=	

904	Rosen Housing 1	Housing	73,076	X		=		X	12	=	
905	Rosen Housing 2	Housing	73,076	X		=		X	12	=	
8136	Northview Apt Bldg	Housing	313,512	X		=		X	12	=	
OVIEDO	Housing Furniture Warehouse/Offices (Off-Campus)	Housing	2,280	X		=		X	12	=	
<b>TOTAL WORKSHEET C =</b>			<b>1,584,413</b>	<b>X</b>		<b>=</b>		<b>X</b>	<b>12</b>	<b>=</b>	



**QUARTERLY SERVICE – WORKSHEET D**

**BURNETT HOUSE**

<b>Building Number</b>	<b>Building Name</b>	<b>ENTITY</b>	<b>Building GSF (Sq. ft.)</b>		<b>Price / Sq.Ft.</b>		<b>Monthly Price</b>		<b>No. Months</b>		<b>Annual Price</b>
100	Burnett House (by appt only)	E&G	14,393	X		=		X	12	=	
<b>TOTAL WORKSHEET D =</b>			<b>14,393</b>					<b>X</b>	<b>12</b>	<b>=</b>	



# Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

## 1. Prepare your submission materials:

Requested Information

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

## Requested Documents:

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

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

## 2. Upload your submission at:

<https://ucfpurchasing.bonfirehub.com/opportunities/1366>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **May 31, 2016 2:00 PM EDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) hour** before Closing Time to begin the uploading process and to finalize your submission.

## Important Notes:

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

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

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

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

## Need Help?

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

**ATTACHMENT 1**  
**Secure Handling of UCF Data**

**Secure protection and handling of data by vendors and third parties**

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

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

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

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

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

ATTACHMENT 2

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

Name of Bidder: \_\_\_\_\_

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

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

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

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

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

**LEGAL OPINION ABOUT STATE BIDDING PREFERENCES**

*(Please Select One)*

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

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

\_\_\_\_\_

**LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES**

*(Please Select One)*

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

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

\_\_\_\_\_

Signature of out-of-state Bidder's attorney: \_\_\_\_\_

Printed name of out-of-state Bidder's attorney: \_\_\_\_\_

Address of out-of-state bidder's attorney: \_\_\_\_\_

\_\_\_\_\_

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

Email address of out-of-state bidder's attorney: \_\_\_\_\_

Attorney's states of bar admission: \_\_\_\_\_

Bidder's Printed Name: \_\_\_\_\_

Signature \_\_\_\_\_

### Attachment 3

#### CERTIFICATE OF NON-SEGREGATED FACILITIES

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

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

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

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

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

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

### Attachment 3

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

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

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

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

(7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

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

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

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

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

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

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